



Important Information for Owners of Buildings in Flood Zones

**Rebuilding your home after the storm?
Adding on, renovating, or remodeling your home?
Here is information YOU need to know about the
“50 percent” rule**

If your home or business is below the 100-year flood elevation, the City of Milford has flood damage prevention regulations that may affect how you remodel, renovate, or add on to your building. If your home or business sustained structural and/or interior damage, these regulations may affect how you rebuild. These laws are required by the National Flood Insurance Program to protect lives and investment from future flood damages. Your community must adopt and enforce these laws in order for federally-backed flood insurance to be made available to City of Milford residents and property owners.

**Please save yourself time and money!
Please read the following information:**

SUBSTANTIAL DAMAGE means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value or replacement cost of the structure before the damage occurred. (Note: The cost of the repairs must include all costs necessary to fully repair the structure to its “before damage” condition.)

Note: If the home has received over 50 % damage from a flood event, you MAY be eligible for additional funds from your insurance company assist in paying for the cost of meeting new standards. This is known as Increased Cost of Compliance coverage.

SUBSTANTIAL IMPROVEMENT means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement.

If a building is "substantially damaged" or "substantially improved", it must be brought into compliance with the City of Milford's flood damage prevention regulations, including elevating the building to or above the 100-year flood elevation.



Q and A about the “50 % rule”: *If a building is "substantially damaged" or "substantially improved", the cost of which equals or exceeds 50 % of the market value of the structure, it must be brought into compliance with the City of Milford's flood damage prevention regulations, including elevating the building to or above the 100-year flood elevation.*

1. How is the value of my home determined?

The City of Milford will use the appraised value of your structure (excluding the land) determined by the City of Milford Assessor's office. If you disagree with the Property Appraiser's valuation of the structure, you may engage a property appraiser licensed by the State of Connecticut to submit a comparable property appraisal for the total market value of the structure.

2. How is “substantial damage” or “substantial improvement” determined?

For homes that experienced significant damage from Tropical Storm/Hurricane Irene, building inspectors from the City of Milford will examine the structure and assess whether the damage caused by the hurricane reaches the threshold of 50 % of the home's value.

In addition, the owner must obtain and submit to us a detailed and complete cost estimate for the addition, remodeling, reconstruction or for repair of all the damages sustained by your home, prepared and signed by a licensed general contractor. The contractor must sign an affidavit indicating that the cost estimate submitted includes all damages or all improvements to your home, not just structural. The signed contract document must be submitted with your application. If the owner is acting as his or her own contractor, the owner is responsible for submitting the cost estimate, and providing documentation, including subcontractor bids, to document the cost estimate.

It is important to note that substantial improvement is cumulative over 10 years. Thus, if at any point over a 10 year period the cost of improvements exceeds 50 % of the value of the home, the flood requirements are triggered.

3. What if I meet the “50 %” threshold for substantial damage/improvement

If your home is determined to have "substantial damage" or is proposed to be "substantially improved", then an elevation certificate must be submitted to us to determine the lowest floor elevation. Garages and carports are not considered to be the "lowest floor".

If the lowest floor is below the 100-year flood elevation, the building must be elevated to, or above that level. Likewise, all electrical and mechanical equipment (heating and cooling, etc.), bathrooms, and laundry rooms must be elevated to, or above, the 100-year flood level. Only parking, building access and limited, incidental storage is allowed below the flood level. Non-residential buildings may be "flood proofed" instead of being elevated.

If the lowest floor of the structure, including electrical and mechanical equipment and bathroom are already above the 100-year flood elevation, the building can be repaired and reconstructed without having to comply with the fifty percent (50%) rule.

Building plans must be prepared to show how the building is to be elevated. If located in a V-zone, Coastal High Hazard Area, or if the building is to be flood proofed, these plans must be prepared and certified by a registered professional engineer or architect.



4. What costs are included in the improvement calculation?

Materials AND labor for:

ALL STRUCTURAL ELEMENTS INCLUDING:

- ✓ Spread or continuous foundation footings and pilings
- ✓ Monolithic or other types of concrete slabs
- ✓ Bearing walls, tie beams and trusses
- ✓ Wood or reinforced concrete decking or roofing
- ✓ Floors and ceilings
- ✓ Attached decks and porches
- ✓ Interior partition walls
- ✓ Exterior wall finishes (e.g., brick, stucco or siding) including painting and decorative moldings
- ✓ Windows and doors
- ✓ Re-shingling or re-tiling a roof
- ✓ Hardware

ALL INTERIOR FINISH ELEMENTS, INCLUDING:

- ✓ Tiling, linoleum, stone or carpet over sub-flooring
- ✓ Bathroom tiling and fixtures
- ✓ Wall finishes (e.g., drywall, painting, stucco, plaster, paneling, marble or other decorative finishes)
- ✓ Kitchen, utility and bathroom cabinets
- ✓ Built-in bookcases, cabinets and furniture
- ✓ Hardware

ALL UTILITY AND SERVICE EQUIPMENT, INCLUDING:

HVAC equipment

- ✓ Repair or reconstruction of plumbing and electrical services
- ✓ Light fixtures and ceiling fans
- ✓ Security systems
- ✓ Built-in kitchen appliances
- ✓ Central vacuum systems
- ✓ Water filtration, conditioning or recirculation systems

ALSO:

- ✓ Labor and other costs associated with demolishing, removing or altering building components
- ✓ Overhead and profit.

IMPORTANT NOTE ON DONATED MATERIALS AND VOLUNTEER LABOR

In accordance with federal and state regulations, you must include the value of any donated materials and volunteer labor in your cost estimate. The current market value of all donations and the current average hourly rate for volunteering does apply towards the "50% Rule" discussed in this document. To determine the value of donated materials, please use the "pre-storm" normal retail cost for each item donated. For volunteer labor, determine the normal "pre-storm" hourly rate charged for the trade. For instance, ask your contractor what he would normally have charged per hour for framing if volunteers will be assisting you with framing, and then estimate the number of hours of volunteer work you will use during the project, and include the amount on your Cost Estimate form.

Building: 203-783-3234

Planning and Zoning: 203-883-3245

Wetlands: 203-783-3256

Director: 203-783-3374

70 West River Street
Milford, Connecticut 06460
<http://www.ci.milford.ct.us>



5. What costs are NOT included in the improvement calculation?

- Plans and specifications
- Survey costs
- Permit fees
- Debris removal (e.g., removal of debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees), and clean-up (e.g., dirt and mud removal, building dry out, etc.)
- Items not considered real property such as: throw rugs (carpeting over finished floors), furniture, refrigerators, appliances which are not built-in, etc.
- OUTSIDE IMPROVEMENTS, INCLUDING:
 - Landscaping
 - Gazebos
 - Sidewalks
 - Detached structures (incl. garages)
 - Fences
 - Landscape irrigation systems
 - Yard lights
 - Docks and Davits
 - Swimming pools\spa
 - Seawalls
 - Screened pool enclosures
 - Driveways
 - Sheds
 - Decks



Substantial Improvement Review Application

Property Address: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone Number: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Flood Zone _____ BFE _____

Lowest Floor Elevation _____
(Excluding garage or carport)

Check one of the following:

☐ I am attaching a Certified Appraiser's report, valuing the structure at: _____

☐ I am not attaching a Certified Appraiser's report and I accept the use of the valuation of my property by the Assessor's Office.

ALL of the following documents should be attached:

- ✓ Elevation certificate (available from a surveyor)
- ✓ Property owner's substantial damage or substantial improvement affidavit
- ✓ Contractor's substantial damage or substantial improvement affidavit
- ✓ Estimated cost of reconstruction/improvement form and all required backup, including subcontractor's bids and itemized cost lists
- ✓ Copy of the construction contract

Signatures:

Property Owner:

Date:

Contractor:

Date:



**PROPERTY OWNER
SUBSTANTIAL IMPROVEMENT
OR SUBSTANTIAL DAMAGE AFFIDAVIT**

Property Address: _____

Contractor's Name: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone Number: _____

I hereby attest that the list of work and cost estimate submitted with my Substantial Damage or Substantial Improvement Application reflects ALL OF THE WORK TO BE CONDUCTED on the subject structure including all additions, improvements and repairs and, if the work is the result of Substantial Damage, this work will return the structure at least to the "before damage" condition and bring the structure into compliance with all applicable codes. Neither I nor any contractor or agent will make any repairs or perform any work on the subject structure other than what has been included on the attached list.

I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, OR MY CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.

See attached itemized list.

Before me this day personally appeared _____, who deposes and says that he/she has read, understands, and agrees to comply with all the aforementioned conditions.

Property Owner's Signature _____

Sworn to and subscribed before me this _____ day of _____, 20____.

_____(Notary Public/Commissioner of the Superior Court)



CONTRACTOR'S SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE AFFADAVIT

Property Address: _____

Contractor's Name: _____

Contractor's Company Name: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Contractor's License: _____

I hereby attest that I, or a member of my staff, personally inspected the subject property and produced the attached itemized list of repairs, reconstruction and/or remodeling which are hereby submitted for a Substantial Damage or Substantial Improvement Review. The list of work contains ALL OF THE WORK TO BE CONDUCTED on the subject property. If the property sustained Substantial Damage, this list of work will return the structure to at least its condition prior to damage and bring the structure into compliance with all applicable codes. I further attest that all additions, improvements or repairs proposed for the subject building are included in this estimate and that neither I nor any contractor or agent representing me will make any repairs or perform any work on the subject structure other than what has been included on the attached list.

I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, AS THE CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.

See attached itemized list.

Contractor's Signature _____

Sworn to and subscribed before me this _____ day of _____, 20____.

_____(Notary Public/Commissioner of the Superior Court)



SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE COST BREAKDOWN

Contractor or Owner Estimates		
	Materials	Labor
Foundation / Footings/Pilings		
Concrete Slab		
Masonry Work		
Rough Carpentry		
Roofing and Gutters		
Insulation/Weather Stripping		
Exterior Finish (stucco/siding)		
Finished Carpentry		
Drywall		
Cabinets (built-in)		
Floor Covering (tile/carpet)		
Plumbing/Gas		
Bathroom Fixtures		
Kitchen Fixtures		
Electrical and Lighting Fixtures		
Built In Appliances		
HVAC System		
Paint and Wallpaper		
Demolition and Removal		
Overhead and Profit		
Construction Supervision		
SUBTOTAL		
TOTAL		

- A) A copy of the signed construction contract must accompany this estimate.
- B) Subcontractor bids may be used for any material and/or labor cost breakdown. INCLUDE donations and volunteer labor
- C) Cost backup must be provided for every line item entry.