Sometimes words and their very specific meanings are important. There are plenty of times when we all use some words that we wouldn’t use if we were, in fact, being very careful to be very precise. That’s pretty much the reality of everyday conversation. Over the years I’ve run across a number of words that most of us use casually, and most of the time there is no loss of meaning or intent. Still, I think it’s valuable to remind myself of the differences from time to time. The following are a few of my favorites:

“Damages” does not mean a whole lot of damage. “Damages” is a legal term meaning “compensation in money imposed by law for loss or injury.” In our line of business, nobody will be confused if we refer to what's left behind after a flood or other natural hazard event occurs as “damages.” I probably pay attention to this because of the lasting impression of being called out on improper use of the word – in public (by a lawyer!) – about 20 years ago.

“Disaster” is not the same as a “natural hazard event.” There are plenty of floods and other natural events that don’t result in harm to people or damage to the built environment. A natural hazard event only becomes what we call a disaster when people and the things we build are in the way. (FYI, I tend to be a Mother Nature was here first kind of person.) Now, to be sure, if you’ve ever had even an inch or two of water in your finished basement, you know you’re coping with a disaster even if you’re the only homeowner in town affected.

“Habitable” is a term that is generally understood to mean suitable for living. It is specifically defined in building codes. As floodplain managers, we need to be very careful to avoid using this word. It’s close, but not precise, to say that all habitable spaces shall be elevated to or above the base flood elevation. Why? Because as defined in the International Code Series, the definition for “habitable space” includes the statement that “Bathrooms, toilet rooms, closets, halls, storage or utilities spaces and similar areas are not considered habitable spaces.” What do we know about the National Flood Insurance Program (NFIP) and code limitations on use of space below the Base Flood Elevatino (BFE)? Uses are limited to building access, storage, and parking of vehicles (and crawlspaces, which isn’t exactly a “use”). Thus, saying all habitable spaces shall be elevated leaves the impression that any space that does not meet the code definition may be permitted below the BFE. And we can easily see that’s not correct.

“Zone A” is a term we all use, even though it isn’t defined in NFIP regulations. The reason I include it here is because it really is used to mean two different, albeit related, things. We often casually use “Zone A” to refer to Special Flood Hazard Areas (SFHA) shown on Flood Insurance Rate Maps that don’t have Base Flood Elevations. These zones are also called “approximate A zones” because they are SFHAs determined using approximate methods (some people call them “unnumbered A zones”). However, “Zone A” is also used as a collective noun to refer to all flood risk zones that start with the letter “A”, including those that have BFEs and those that don’t. Used this way, “Zone A” includes all Zones A, AE, A1-A30, A99, AR, AO, and AH.

“Floodplain” is not the same as “special flood hazard area (SFHA)”. This is another set of terms that, despite not being equivalent, probably doesn’t actually cause a problem when they’re used interchangeably. In its broad and general sense, “floodplain” doesn’t have a specific frequency associated with it – it simply refers to land that may be inundated by floodwaters. To be precise, we don’t regulate floodplains. Rather, we regulate 1%-annual-chance flood hazard areas – also known as the SFHA shown on Flood Insurance Rate Maps (FIRM).

“100-year floodplain” is the casual label for the technical term “1%-annual chance flood hazard area.” I don’t fault anyone for using 100-year floodplain, especially in conversation. But doing so does contribute to the common misunderstanding of the probability of occurrence. Haven’t we all met folks, after a big flood, who think they’ll be “safe” for the next 99 years? Similarly, how many times have we heard objections to the SFHAs shown on FIRMs because long-time residents haven’t seen a flood of that magnitude in decades? And I expect we’ve all had to explain how it’s not all that unusual to have two or more “100-year floods” within several years of each other.
“Flood insurance” is not the same as “Federal/NFIP flood insurance.” Federal flood insurance is administered by the National Flood Insurance Program in partnership with many private insurance companies whose agents sell and write the policies. I understand there are a few insurance companies that offer their own coverage for flood risks (not backed by the NFIP). While I don’t know the details of such private policies, I’ll bet there’s at least one really important distinction with NFIP policies. I’ll bet those private policies do not include Increased Cost of Compliance (ICC) coverage. This coverage is part of Federal/NFIP flood insurance policies on buildings in special flood hazard areas shown on NFIP Flood Insurance Rate Maps. ICC coverage provides up to $30,000 towards the cost of bringing an older building that is substantially damaged by flooding into compliance with the community’s current floodplain management regulations and codes. If anyone out there knows about private flood coverage, please get in touch to let me know if it includes coverage similar to ICC.

“Flood opening” is the correct term, but we know what is meant if someone calls it a “flood vent.” When it comes to construction, the term “vent” usually is shorthand for ventilation, which has to do with the movement of air and gases. NFIP Technical Bulletin 1 uses “air vents” and “air vent devices” to refer to the devices intended for ventilation that are installed in or installed over foundation wall openings in order to facilitate the movement of air into and out of a crawlspace. Air vent devices typically can be closed manually or may have detachable solid covers, so that owners can close off the vents during cold weather. Flood openings must allow for the automatic entry and exit of rising and falling floodwaters in order to minimize unequal hydrostatic force on foundation walls and walls of enclosures. Flood openings come in two flavors: non-engineered openings (provide 1 sq in of net open area for each sq ft of enclosed area); and engineered openings (designed to perform as required). While an air vent device can be used as a flood opening provided it is permanently disabled in the open position, care must be taken to properly measure the net open area taking into consideration the presence of a face plate, grill, screen, grate, fixed louvers, or other covers (an example is shown in TB-1). Most manufacturers of air vents indicate the number of square inches that each device provides for air flow (a typical 8x16 air vent device or cover provides between 45 and 65 sq in net open area). TB-1 states that the same number should be used for the net open area calculation when air vent devices are installed as flood openings.

“Variance” is not the same as “waiver.” A variance is official permission to do something that is not otherwise permitted. The NFIP regulations provide for variances in 44 CFR 60.6, but only if a community processes variance requests as required in the regulation. Of particular note, variances are to be the minimum necessary – not a wholesale permission to ignore all aspects of flood resistance. The issuance of variances to the NFIP requirements is required to be based on a showing of good and sufficient cause, that the applicant will experience exceptional hardship, and that risks to others will not result. To waive something means to give it up or relinquish it voluntarily. Building codes typically allow the code official to waive or modify requirements for site plans for interior work on existing buildings and when otherwise warranted. For example, depending on the nature of the work it may be reasonable to waive the requirements that a site plan have surveyed boundary lines and be drawn to scale, provided the code official can still review the application for compliance with the technical requirements of the code. Thus, one significant difference between variances and waivers is who initiates the action: a variance is requested by the applicant and a waiver is at the discretion of the code official.

“Nonconforming” is not the same as “noncompliant.” A building that is built in violation of regulations or building codes is noncompliant: it does not comply with the requirements. “Nonconforming,” a term that is commonly used in zoning, is used to refer to buildings that pre-date the adoption of regulations or codes. Thus, a building that was built before a community adopted its floodplain management regulations and FIRM, often called “pre-FIRM,” is nonconforming. It is incorrect to call a pre-FIRM building noncompliant because it wasn’t required to comply at the time it was built.

“Exemption” is not the same as “exception,” at least when it comes to building codes. If something is exempt from a regulatory or code requirement, it is free or released from the requirements. Most building codes include a list of work exempt from the code, which typically means anyone performing such work doesn’t have to obtain a permit. Of course, floodplain managers know that the NFIP requires communities to regulate all development in special flood hazard areas, and the term “development” is very broadly defined. This means any activities that are exempt from the building code must still be regulated by the community if such activities are proposed in flood hazard areas. In building codes, “exceptions” are used to allow a prescribed reduction to a requirement (they sometimes read like alternatives). The NFIP regulations don’t use the term “exemption,” but do use the term “exception” – but only to refer to those very few communities that obtain formal FEMA approval to permit floodproofed residential basements.

[RCQ]