# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 10/10/2013

Action Requested By:
Community
Development

Agenda Item Type

Resolution

Subject Matter:

Resolution to award Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. with Community Development Block Grant (CDBG) funds.

Exact Wording for the Agenda:

Resolution to award Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. with CDBG funds for the operation of the Weatherization/Rehabilitation Assistance Program (WRAP).

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Resolution to award Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. with CDBG funds in the amount $250,000.00 to operate the 2013-2014 Weatherization/Rehabilitation Assistance Program (WRAP). The mission of WRAP is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and children, by improving the energy efficiency of their homes while ensuring their health and safety within the City Limits of Huntsville, Alabama.

Associated Cost: 0.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: No

Department Head: _____

Date: 10/2/2013

revised 3/12/2012

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **Community Development** Council Meeting Date: **10/10/2013**

Department Contact: **Turkessa Coleman Lacey** Phone # **Ext. 5418**

Contract or Agreement: **Agreement**

Document Name: **Agreement between the City of Huntsville and Community Action Partnership of Hun...**

City Obligation Amount: **$0.00**

Total Project Budget: **$250,000.00**

Uncommitted Account Balance: **$0.00**

Account Number: **N/A**

## Procurement Agreements

| | |
|---|---|
| **Not Applicable** | **Not Applicable** |

## Grant-Funded Agreements

| | |
|---|---|
| **Federal HUD** | **Grant Name:** Community Development Block Grant (CDBG) |

| Department | Signature | Date |
|---|---|---|
| 1) Originating | | 10/2/13 |
| 2) Legal | | 10/3/13 |
| 3) Finance | | 10/2/13 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

Revised 04/15/2011

RESOLUTION NO. 13-_____

**WHEREAS**, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-13-MC-01-0005

**WHEREAS**, The City is therefore required to enter into a contract agreement with an agency which provides weatherization services for low to moderate-income households to assure HUD that all conditions of the grant agreement between HUD and the City will be fulfilled.

**NOW, THEREFORE,** BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc.", consisting of thirty-nine (39)pages, to include "Exhibits 1-3", and the date of October 10, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

**ADOPTED** this the 10th day of October, 2013.

_____
President of the City Council of
The City of Huntsville, Alabama

**APPROVED** this the 10th day of October, 2013.

_____
Mayor of the City of Huntsville, Alabama

**"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND COMMUNITY ACTION PARTNERSHIP OF HUNTSVILLE/MADISON AND LIMESTONE COUNTIES"**

**THIS AGREEMENT**, entered into this the 10th day of October, 2013, by and between the City of Huntsville Alabama, hereinafter referred to as the "CITY," and Community Action Partner (CAP) of Huntsville/Madison and Limestone Counties hereinafter known as the "AGENCY."

**WHEREAS,** the City received grant No. B-13-MC-01-0005 under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the City desires to engage the Agency to render certain services in connection therewith:

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

I. PROJECT DESCRIPTION-The City shall provide a maximum of $250,000.00 to the Agency for the operation of the 2013-2014 Weatherization/Rehabilitation Assistance Program (WRAP). The mission of the Weatherization/Rehabilitation Program is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and children, by improving the energy efficiency of their homes while ensuring their health and safety within the City Limits of Huntsville, Alabama (See Exhibit 1"). WRAP's Scope of Work ("Exhibit 2") provides a detailed narrative on the scope of work to be provided. Funds shall be expended as described in Part V of this Agreement.

II. PROJECT LOCATION-Administration of the program shall occur at 3516 Stringfield Road, P.O. Box 3975, Huntsville, AL 35810, unless otherwise necessary. All financial records related to the project shall be maintained at the same location.

III. SERVICES TO BE PROVIDED. The Agency shall, in a proper manner, as determined by the City of Huntsville and incorporated by reference the "Scope of Work" which is attached as Exhibit 1 provide rehabilitation and weatherization services.

IV. LIMITATION ON EXPENDITURE OF GRANT FUNDS. Expenses charged against the Grant Funds shall not be incurred by Agency except during the term of this Agreement as set forth in Part VI of this agreement, and may be incurred only as necessary in the performance of the work and activities as set forth in "Exhibit 2-WRAP Work Scope". All expenses incurred for the Project must be supported by approved contracts, invoices, or other evidence of liability consistent with the City's established procurement procedures. The assisted client must reside and own the assisted property. The owner-occupied assisted property must be within the City

President of the City Council of the City of Huntsville, Alabama
Date:_____

Limits of Huntsville, AL. "Exhibit 1" displays Huntsville's City Limits. The assisted property must meet all HUD Environmental Regulations (See "Exhibit 3").

V. GRANT FUNDS NOT EXPENDED. If the Grant Funds are not expended by Agency in accordance with the terms and conditions of this Agreement or within the term of this Agreement, the award of the Grant Funds shall cease and the City shall have no further obligation to disburse Grant Funds pursuant to this Agreement. The City shall also have no obligation to disburse Grant Funds in an amount that exceeds the eligible costs of the Project actually incurred by Agency. If Grant Funds have been paid to Agency and City determines that Agency has not performed in accordance with the terms and conditions of this Agreement, Agency shall return such improperly expended Grant Funds within thirty (30) days after demand by City.

VI. TIME OF PERFORMANCE-The services of the Agency shall be undertaken beginning on, October 1, 2013 and be completed on September 30, 2014. All funds must be obligated and expended by September 30, 2014. During this time of performance, the Agency can only make three (3) adjustments or modifications to the said contract.

VII. COMPENSATION AND METHOD OF PAYMENT-A Request for Payment must be supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City. The Agency is subject; to a loss of a portion of its funds for non-compliance. It is the policy of HUD and the City to make funds available to the Agency on a reimbursable basis. After receipt of funds, the Agency shall make payment of expenses to the vendor(s) or employee (s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City. Community Development Block Grant assistance shall not exceed the total amount of two hundred fifty thousand dollars **($250,000.00)** for all services required hereunder. Community Development Block Grant funds shall be expended as delineated below:

| COST CATEGORY | | |
|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
| CDBG-301 | Repairs & Maintenance (Cost & Conservation) | $210,00.00 |
| CDBG-511 | Legal & Professional Services (Rehabilitation Services) | $40,000.00 |
| | **TOTAL** | **$250,000.00** |

VIII. GRANTEE CERTIFICATIONS & ASSURANCES. By signing this Agreement, Agency certifies and assures the following:

a) Accounting systems used by Agency are in accordance with generally accepted accounting standards; OMB Circulars A-110 and A-122 or A-87 and A-102 (whichever are applicable); and other applicable local, state and federal statutes, regulations, directives, and guidelines. Agency has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds.

b) Staff employed by Agency paid in whole or in part with federal funds provided under this Agreement shall not engage in political activities in accordance with the "Hatch Act," 5 U.S.C. §§ 1501 to 1508 and 5 U.S.C. §§ 7324 to 7326, as implemented by the Office of Personnel Management at 5 CFR Part 151.

c) To be eligible for Weatherization Assistance Program (WAP) services, client household income must be at or below 200% of the current federal poverty guidelines, which are published by HUD. Income will be determined on the basis of the definition of income as specified in the Alabama Weatherization Assistance Program State Plan. Client income must be calculated over a twelve (12) month period preceding the client's application,. Agency shall maintain records to document client income.

d) Agency is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Agency must file with City a Certification of Fidelity Bonding and Collateral Security of Deposits.

e) Agency shall file with City a Certification Regarding Lobbying and comply with the requirements set forth in 31 U.S.C. § 1352, as implemented by DOE at 10 CFR Part 607. Also, if Agency is a nonprofit organization, by submitting an application and accepting Grant Funds under this Agreement, Agency assures that it is not an organization described in 2 U.S.C. § 26.501(c)(4) that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1611. Further, by accepting Grant Funds under this Agreement, Agency agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.

f) Agency shall file with City a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in the 45 CFR Part 76, Subpart F, and 10 CFR Part 607, Subpart B, which implements Sections

5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 701 et seq.

g) Agency shall file with City a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C, and 2 CFR Part 901, Subpart C.

h) Agency's Governing Board reviewed and approved the Project and activities as set forth in "Exhibit 2" before the starting date of the Agreement.

IX. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

a) Report Control. Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b) Agency Monthly Reports. A written monthly report reflecting the Agency's operations shall be submitted by the Agency to the City of Huntsville no later than the fifth (5th) calendar day of each month.

c) Agency Employment Report. All Agency staff employment funded in whole or in part with Community Development Block Grant (CDBG) funds shall report on a monthly basis to Community Development by the provision of weekly time sheets which have been signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for CDBG funds.

d) Forms. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e) Reports Control Personnel. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be totally responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f) Penalty for Report Deficiencies and Delinquencies. The City of Huntsville will inventory and examine Agency reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory

Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

g) General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

X. MONITORING, EVALUATION AND ACTIVITIES.

City shall supervise, evaluate, and provide guidance and direction to Agency in the conduct of the work and activities to be performed under the terms of this Agreement. Agency's staff and board members shall cooperate with City and its authorized representatives in their program monitoring and shall maintain and make available to City all programmatic, fiscal, and performance records necessary for City's monitoring and evaluation. Agency shall submit to City reports detailing the expenditures of the Grant Funds and such other reports as may be required by City. As directed by City, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with OMB Circular A-133; Government Auditing Standards; and Generally Accepted Auditing Standards.

XI. ITEM(S) OF UNDERSTANDING.

a) Personnel Policy. It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b) Federal Funds. It is mutually understood by the parties hereto that the funds provided hereunder by the City are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c) Matching Funds. It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds can be "in-kind" or in cash. The Match Sources shall be as follows: Documentation to include time sheets for staff involved in the operation of the program. Eligibility of the submitted match records will be determined by City of Huntsville.

d) Equal Employment Opportunity. No person shall on the basis of race, religion, color, sex, military status, national origin, disability, age or ancestry be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Grant Funds. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, military status, national origin, disability, age or ancestry. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, military status, national origin, disability, age, or ancestry. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee will state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, military status, national origin, disability, age, or ancestry. Grantee will incorporate the foregoing requirements of this section in all of its contracts for any of the work described herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Any prohibition against discrimination on the basis of age under the "Age Discrimination Act of 1975" or with respect to an otherwise qualified disabled individual as provided in Section 504 of the "Rehabilitation Act of 1973" shall also apply to any such program or activity funded in whole or in part with funds made available under this Agreement.

XII. BID, CONTRACT AWARD PROCEDURES, WAGE RATES AND LABOR STANDARDS. Bids and contract awards for work to be accomplished will be done in accordance with "Exhibit 2-Scope of Work" which forms a part of this contract.

a) Davis Bacon Act Standards. If applicable, all laborers, mechanics, contractors and subcontractors employed by Agency on activities that involve construction, alteration, maintenance, or repair on projects funded directly by or assisted in whole or in part by and through federal funds shall be paid wages at rates not less than those prevailing on projects of a similar

character in the locality as determined by the U.S. Secretary of Labor in accordance with the "Davis-Bacon Act," 40 U.S.C. §§ 3141 to 3148. Accordingly, Grantee shall comply with the requirements of Davis-Bacon and related Acts subject to any further guidance that may be issued from time to time by relevant federal authorities. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act," 40 U.S.C. §§ 327 to 333.

b) Subcontractor Compliance. Subject to compliance with any applicable prevailing wage requirement described in paragraphs (a) or (b), Agency shall comply with the wage requirement for all employees performing work or activities on the Project. Agency shall require any contractor or subcontractor to comply with such wage requirements.

XIII. CONFLICT OF INTEREST. The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Agency's officers, employees or agents.

XIV. FINANCIAL MANAGEMENT STANDARDS. The Agency's financial management systems shall provide for:

a) Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring agency requires reporting on an accrual basis, the recipient shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

b) Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

c) Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

d) Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

e) Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

f) Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

g) Accounting records that are supported by source documentation.

h) Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

XV. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

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PART II

AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause.

   A. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

   B. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ...

thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

   A. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

   B. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

   C. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

      1) Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.
      2) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.
      3) Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.
      4) The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

5) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.
6) All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.
7) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.
8) Procurement records and files for purchases shall include the following:
    a) Basis for contractor selection or rejection;
    b) Justification for lack of competition when competitive bids or offers are not obtained;
    c) Basis for award cost or contract price;
    d) Rationale for method of procurement; and
    e) Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:
    A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);
    B. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);
    C. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

D. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.
E. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).
F. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.
G. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.
H. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".
I. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs.

10. Nondiscrimination.

A. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

B. During the performance of this project, the Agency agrees as follows:
   1) The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.
3) The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
5) The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6) In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
7) The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order

11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

C. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause)

D. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

E. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

F. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

G. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

H. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:
    A. Be used only for the purpose of the project.
    B. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.
    C. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.
    A. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:
        1) Records providing a full description of each activity undertaken.

2) Records demonstrating that each activity undertaken meet one of the national objections.
3) Records required to determine the eligibility of activities.
4) Financial records as required by 24 CFR Part 570.502, and Circular A-110.
5) Other records necessary to document compliance.

B. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes

A. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

B. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation,

determine if the suggested change will best serve the interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.
17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

A. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

B. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

C. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR 34437 dated 9 6 88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be retained by the Agency and used only for eligible activities specified in this agreement. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. When the Agency retains program income, transfers

of grant funds by the City of Huntsville to the Agency shall be adjusted according to the principles described in 570.504 (b) (2) (ii). All program income shall be substantially disbursed for eligible activities before additional Requests for Funds are processed. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City of Huntsville.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9 6 88), the Agency shall carry out each activity in compliance with all Federal laws and regulations.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:
    1) Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or
    2) Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above.

27. Definitions.
    A. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.
    B. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.
    C. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, office space, or printing services).
    D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.
    E. Program - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

F. City - The City of Huntsville, Alabama, a municipal Corporation, or agents thereof.

**IN WITNESS THEREOF**, the City and the Agency have executed this Agreement on this the 10th day of June, 2013.

CITY OF HUNTSVILLE

_____

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____

Charles E. Hagood, City Clerk Treasurer
City of Huntsville, Alabama

COMMUNITY ACTION PARTNERSHIP OF
HUNTSVILLE/MADISON AND LIMESTONE COUNTIES, INC.,
An Alabama Community Action Agency

By: _____

Its Board President

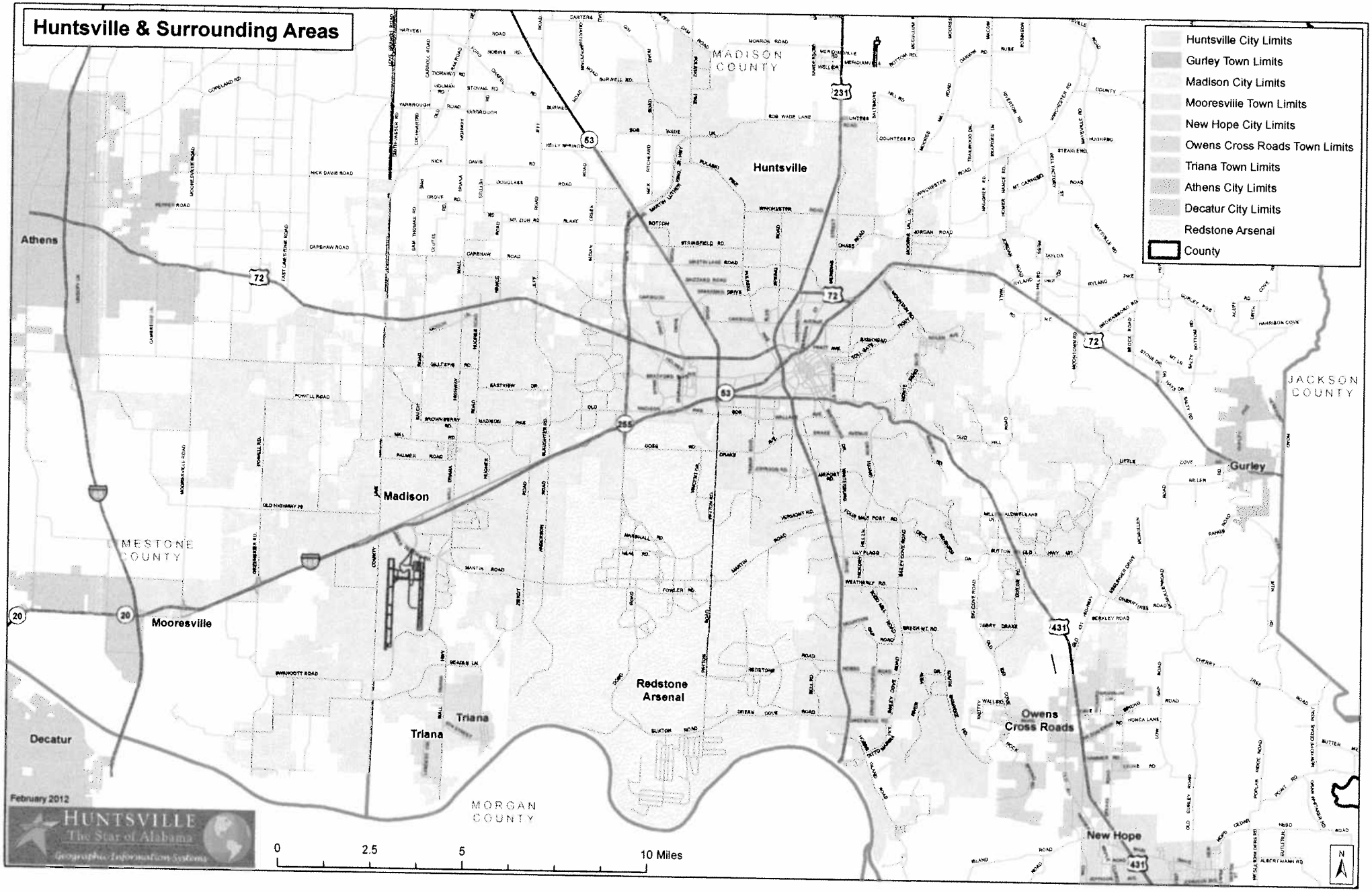
ATTEST:

_____

Community Action Partnership of Huntsville/Madison
and Limestone Counties, Inc.

# "EXHIBIT 1"

# CITY LIMITS OF
# HUNTSVILLE, ALABAMA


Huntsville & Surrounding Areas
Huntsville City Limits
Gurley Town Limits
Madison City Limits
Mooresville Town Limits
New Hope City Limits
Owens Cross Roads Town Limits
Triana Town Limits
Athens City Limits
Decatur City Limits
Redstone Arsenal
County
MADISON COUNTY
JACKSON COUNTY
LIMESTONE COUNTY
MORGAN COUNTY
Huntsville
Athens
Madison
Mooresville
Decatur
Triana
Redstone Arsenal
Owens Cross Roads
New Hope
Gurley
0
2.5
5
10 Miles
February 2012
HUNTSVILLE
The Star of Alabama
Geographic Information Systems

# "EXHIBIT 2"

# WEATHERIZATION/REHABILITATION ASSISTANCE PROGRAM (WRAP)

# SCOPE OF WORK

# WEATHERIZATION NARRATIVE

All weatherization clients must complete a weatherization application. The clients total gross income for the household and ownership of the property to be weatherized are verified. Approved applications are prioritized and filed by priority points, highest to lowest and date of application. The priority points are based on 200 percent of the Federal Poverty Income Guidelines. Should the client be eligible or in need for social services at the time of Weatherization intake, referrals are made.

The homes are assessed by a highly trained Energy auditor. He schedules and performs individual home energy assessments. A thorough assessment is done to determine and pinpoint each home's source of energy waste. The typical home assessment takes 2-3 hours to perform and consist of the following measures- Interviewing and energy education with the client; Health and Safety checks and tests; Heating, Venting and Air Conditioning (HVAC) inspection; The "thermal envelope" or shell of the home is assessed for deficiencies; A blower door test is performed to quantify the home's air leakage rate and to conduct diagnostic pressure tests; An infrared scan is done with a thermal imager to detect areas of energy loss, water intrusions and insulation voids.

After the homes are assessed the agency completes bid packets and submits solicitation to qualified contractors. Contractors are given a timeframe to review the bid packets and/or homes and provide cost for performing Weatherization services. Homes are then awarded to the lowest responsible bidder. A typical qualified contractor must provide the following - General Liability Insurance; Workers Compensation Insurance; State Business License; Weatherization Training Certificate; EPA-approved Certified Renovator Certificate; EPA-approved Certified Renovator Firm Status; Home Builders License and must be in compliance with ASHRAE 6.2 Ventilation requirements.

After the homes are awarded, the agency completes work orders for each home scheduled to be weatherized. The Contractor(s) must then sign an "Authorization to Proceed" for each home before work can begin. Weatherization measures are then installed using specialized "Hot Climate" Weatherization materials and techniques as mandated by Department of Energy.

After the work is performed, agency staff must perform a quality control inspection to assess the completeness and quality of work. No homes may be reported to ADECA-DOE as complete until all weatherization materials have been installed and the sub grantee, or its authorized representative, has performed and approved the final inspection. During the final inspection, which takes 1 ½-2 hours, all diagnostic testing which was performed on the initial assessment is performed again to ensure proper workmanship and the health and safety of each home's occupants.

Reports are submitted to ADECA-DOE monthly. A Building Weatherization Report (BWR) is submitted for each home noting information on the home, measures completed and the amount spent on the home. A Production Progress Report (PPR) is also submitted identifying the client count in each stage of the weatherization process. The stages for clients are as follows: application; waitlist; assessment; bid; in-progress; final inspection and completed.

# Weatherization Scope of Work

Certain repairs may be accomplished in the course of providing weatherization assistance. However, sub-grantees are reminded that the overall goals of the WAP are to reduce heating costs by improving energy efficiency and ensuring health and safety. All repairs provided under the program must be consistent with these goals and must follow the Alabama Priority Measures List (attached).

Definitions

**Air Infiltration** – The exchange of air through the envelope of the dwelling. Most common air infiltration areas are around doors, windows, utility openings, recessed light fixtures, electrical penetrations in framing, etc.
**Blower Door** – An apparatus used to identify the amount of air exchange measured in Cubic Foot per Minute (CFM). This tool draws air in through all openings by depressurizing the home.
**Conditioned Living Space** – A controlled environment room. Interior doors will be weather-stripped and those windows and exterior door in the conditioned living space will be weatherized. This is an allowable option to consider when more work is needed on a dwelling than allowed through the programs or the cost of the measure recommended will exceed the allowable expenditure amount of programs.
**Measures** – Generic term used for all items to be addressed (repaired, replaced or installed) in a dwelling.
**Minor Repair** – non-structural related repairs associated with addressing the reduction or air infiltration.

**Air Infiltration Reduction Measures** will vary with each dwelling. Occasionally, there may not be enough dollars available to address all measures. Considering the effect that performing each measure will have on reducing air infiltration will help determine what priority of measures to be installed and/or the elimination of measures. All air sealing work shall be guided by the use of the blower door.

| Measure | Guideline / Parameters |
|---|---|
| Caulking | ▪ None |
| Ceiling repairs | ▪ Minor repair |
| Door | ▪ Repair or replacement to be determined upon assessment by manager |
| Floor Repair | ▪ Minor repair |
| Threshold | ▪ solid wood or metal |
| Wall Repair | ▪ Minor repair |
| Weather-stripping | ▪ Exterior doors, windows and attic access hatch<br>▪ Interior doors for a conditioned living space |

| | |
|---|---|
| Window | ▪ Repair or replacement to be determined upon assessment by manager |

**Incidental Repairs** are unexpected costs associated with performing the installation of infiltration reduction measures, such as finding rotten wood in the window frame prior to window replacement.

**Weatherization Measures**

| | **Guideline / Parameter** |
|---|---|
| Cooling - Central | ▪ Exterior unit should be installed on a level base.<br>▪ Duct system must be inspected |
| Duct System | ▪ Replacement must be justified by pressure testing and/or visual inspection and photo documentation.<br>▪ The coordinator determines the amount of repair needed.<br>▪ Central unit must be operating.<br>▪ Mastic must overlap joints a minimum of 2 inches. |
| Heating - Central | ▪ Exterior unit should be installed on a level base.<br>▪ Duct system must be inspected |
| Heater – Space/vented | ▪ Because the unvented heater is a health and safety risk it must be replaced with a vented heater.<br>▪ If the client refuses replacement it disallows any other services to be performed.<br>▪ Prioritize existing fuel to be matched.<br>▪ Unvented radiant heaters are not allowed.<br>▪ Sized to fit the room.<br>▪ **When replacing an unvented space heater, the old heater must be removed from the premises**. |
| Insulation – Attic | ▪ On Priority Measures List<br>▪ Match existing insulation type if adding – limited to R-38<br>▪ Installer's card attached in attic visible from access hatch.<br>▪ Soffit vents not covered<br>▪ On all homes with access hatch<br>a. Access hatch opening must be weather-stripped.<br>b. Access hatch must have at least an R-19 batt of roll insulation or comparable R-value measure attached to the inside (attic) surface.<br>c. Blocking around the access opening for blown insulation<br>d. Attic access with stairs – zipper tent or prefab Styrofoam box allowed.<br>• The attic hatch shall have minimum dimensions of 16" x 20" to a maximum of 18" x 24"<br>• If access cannot be provided to the attic, then the attic should not be insulated.<br>• Non-recommended attic insulation charge allowed if related to a ceiling repair. |

| | |
|---|---|
| Insulation – Floor | ▪ On Priority Measures List<br>▪ Minimum of two foot crawl space to allow for installation.<br>▪ Supported by wire stays.<br>▪ Non-recommended floor insulation charge allowed if related to a floor repair |
| Insulation – Wall | ▪ On Priority Measures List<br>▪ Densepack cellulose to a minimum of R-11<br>▪ Non-recommended floor insulation charge allowed if related to a wall repair |
| Lighting | ▪ On Priority Measures List<br>▪ Inspector to determine areas of installation<br>▪ Installation of Compact Fluorescent Bulbs (CFLs) should be in those fixtures used most by the client (over 1 hour per day) |
| Refrigerators | ▪ Replace when recommended by audit, metering or refrigerator replacement database.<br>▪ No ice makers.<br>▪ Energy Star Models recommended.<br>▪ No size or amenity upgrades and no new water plumbing charge unless replacing deteriorated EXISTING plumbing.<br>▪ Old unit must be removed from job site.<br>▪ Disposal per local requirements (line item for disposal charge) |
| Ventilation – Attic | ▪ Inspector recommended measure<br>▪ Soffit and gable vents only.<br>▪ Vents not obstructed by insulation. |
| Water Heater Repair | ▪ Inspector recommended measure.<br>▪ Look for visible rust of deterioration.<br>▪ Floor and in/out plumbing should be closely inspected.<br>▪ Insulate first 6 feet of plumbing in and out of water heater.<br>▪ Water Heater in unconditioned space requires water heater wrap. |
| Water Heater Replacement | ▪ Inspector or audit recommended measure<br>▪ Almost always a health and safety related measure.<br>▪ Insulation standard to meet a minimum of R-11.<br>▪ Include a drip pan and proper plumbing for exterior drainage.<br>▪ Like for like capacity.<br>▪ <u>Drip Pan</u><br>a. Required on new installations.<br>b. Not required on existing water heaters unless floor repair if performed and reinstallation of water heater is required, then a drip-pan will be included.<br>▪ <u>Pressure Relief Valve Plumbing</u><br>a. Through floor or wall.<br>b. Slab on grade – into drip-pan. If no drip-pan, provide container next to water heater (minimum one gallon), overflow line to extend 2" below top of container.<br>c. Horizontal plumbing to outside of house (5' or less).<br>d. Plumb into existing drain line. |

## General Measures

| | |
|---|---|
| Disposal Fees | ▪ Provided for work related expense.<br>▪ Connected with site cleanup or disposal of refrigerator. |
| Permits | ▪ Coordinator should be familiar with what local permits are required for all measures installation. |
| Health & Safety / Hazard Abatement | ▪ Charges are limited to $1,200 per dwelling in DOE program only.<br>▪ May be used for eliminating a hazard prior to or because of installation of a weatherization / energy efficiency measure.<br>▪ Allowed for extra costs associated with performing Lead Safe Weatherization (LSW), Mold and Moisture related activities. |

## Other Measures

| | |
|---|---|
| Attic Hatch Installation | ▪ If easy access cannot be provided to the attic, an attic hatch should be installed if it can be done at a cost that will still make insulating the attic cost effective. An attic hatch is a necessary part of weatherizing an attic. A fairly general look at the ceiling can be gained from the rooms below the attic, but a more detailed inspection can be obtained by actually entering the attic.<br>▪ The attic hatch shall have minimum dimension of 16" x 24". It shall be framed with molding around the perimeter of the opening. It should also be weather-stripped or an attic hatch cover should be installed, where applicable. |
| Roof Repair or Replacement | ▪ A roof may be repaired when this work is necessary to protect insulation that has been installed or is proposed as part of the work scope for the unit. When extensive roof repair or a replacement is required, other funding must be solicited to offset the cost. |
| Electrical Circuit Upgrades | ▪ Electrical circuits may be upgraded only when it is necessary in conjunction with the installation of other weatherization or repair measures. For example, the installation of a new heating appliance or ventilation appliance requires a circuit that is not currently present or adequate.<br>▪ KNOB AND TUBE WIRING – Sub-grantees must avoid insulating any areas of a building where live knob and tube wiring is known to exist. |

*Alabama*

# PRIORITY MEASURES LIST

for all Weatherization Contracts (revised April 2008)

***Weatherization Assistance Program***

Weatherization Works

*Weatherization measures must be installed in the order they are listed below.* For example, agencies may not skip air sealing and insulation measures in order to install compact fluorescents. Single-family dwellings that differ significantly in construction, condition, or energy use from those typically weatherized require the site-specific application of NEAT in lieu of the Priority List. Health and Safety inspection and testing will be conducted and deficiencies corrected before the delivery of any weatherization services. If for any reason a certain measure cannot be performed, the next immediate measure will be performed.

| Priority | Measure | Description and Comments |
|---|---|---|
| #1 | Air Sealing | All air sealing work should be guided by use of the Blower Door. If not already in place, protocols should be developed to tell crews and Contractors when to stop air sealing because either the MVR/BTL (minimum ventilation rate – building tightness limit) has been reached or further air sealing work will not be cost-effective.<br>• Seal plumbing, electrical, and HVAC penetrations through ceiling, flooring, & exterior walls use proper materials for high-temperature surfaces.<br>• Add sufficient ventilation when house is sealed to tightly. |
| #2 | Attic Insulation | All electrical circuits are to be checked first. Enclose exposed wires and connections in junction boxes. Attic by-passes should be sealed using the Blower Door prior to the installation of attic insulation.<br>• Build dams for knob & tube or rewire all knob & tube circuits.<br>• If attic has less that R-19 of existing insulation, add insulation up to an effective R-38 value.<br>• If attic has R-19 or more of existing insulation, do not add additional insulation.<br>• There should be 1ft$^2$ of attic net free vent area for every 300 ft$^2$ of ceiling area. Half located high and half located low to induce proper natural ventilation. |
| #3 | Dense-Pack Sidewall Insulation | If no existing wall insulation is present, dense-pack all sidewall cavities with insulation. If all test holes indicate existing wall insulation, skip sidewall insulation measure.<br>• If some wall cavities have insulation and some do not, drill additional test holes to determine if sidewall insulation dense-pack is warranted. If at least half of the wall cavities have no existing insulation, dense-pack all sidewalls with insulation. |
| #4 | Smart Thermostat | • For central heating and/or cooling systems, setback thermostats can be cost effective if the client is educated on the proper use of these devices.<br>• Do not install if client has difficulty understanding the instructions. |
| #5 | Compact Fluorescent Lamps | • Replace incandescent bulbs used more than one to two hours per day.<br>• Maintain or moderately improve existing lighting levels. |
| #6 | Seal and Insulate Ducts | All accessible ducts, connections, and boots will be sealed with mastic.<br>• All ducts located outside the conditioned space will be insulated with foil-faced duct insulation, which has an R value of R4-R11.<br>• Pressure pan test all registers with Blower Door running to determine relative air leakage of tested sites. |
| #7 | Floor Insulation | The following recommendations for floor insulation are based on the two most common foundation types in Alabama: vented crawl spaces, and exposed floor on piers with no skirting.<br>• Insulate un-insulated floors statewide to a post-weatherization level or R19.<br>• If the floor has existing insulation, do not add additional insulation.<br>• Add plastic sheeting in crawl spaces to prevent moisture buildup on joists. |
| #8 | Refrigerators | • Estimate annual electricity consumption by metering or locate usage in a database tool.<br>• Cost must include delivery and installation of the new unit, and removal and environmentally responsible de-manufacturing of the old unit. |
| ** | General Heat Waste | The following low-cost measures should be installed where applicable:<br>• Weather-stripping, Caulking, Glass Patching, and insulation for plugging – for addressing drafts after blower door-guided air sealing is completed<br>• Water Heater tank wrap<br>• Pipe insulation<br>• Faucet aerators<br>• Low-flow shower heads<br>• Furnace filters |

# PRIORITY POINTS WORKSHEET

**APPLICANT'S NAME:** _____

| | | YES | NO | POINTS |
|---|---|---|---|---|
| 1. If head of household is disabled | (10 Points) | ☐ | ☐ | _____ |
| 2. If head of household is elderly (60 or over) | (10 Points) | ☐ | ☐ | _____ |
| 3. Household with children under 18 years of age | (10 Points) | ☐ | ☐ | _____ |
| 4. If one or more **other** members of the household is elderly and/or disabled. | (5 Points) | ☐ | ☐ | _____ |
| 5. If an eligible applicant has been on the waiting list for the period of (1) calendar year of more from the date of initial application. These points may only be applied (1) time. | (5 Points) | ☐ | ☐ | _____ |
| 6. If total annual income of household is at or below 100% of poverty guidelines. | (5 Points) | ☐ | ☐ | _____ |
| 7. Mobile Manufactured Homes (high energy consumers) | (5 Points) | ☐ | ☐ | _____ |
| 8. LIHEAP Client or recent utility bill is $200 or more | (5 Points) | ☐ | ☐ | _____ |

_____
**Total Points**

**2013 POVERTY INCOME GUIDELINES**
**CONTIGUOUS STATES U.S. GRANTEES**
**EFFECTIVE JANUARY 24, 2013**
**INCOME LEVELS**

| Size of Family Unit | Threshold | 200% |
|---|---|---|
| 1 | 11,490 | 22,980 |
| 2 | 15,510 | 31,020 |
| 3 | 19,530 | 39,060 |
| 4 | 23,550 | 47,100 |
| 5 | 27,570 | 55,140 |
| 6 | 31,590 | 36,180 |
| 7 | 35,610 | 71,220 |
| 8 | 39,630 | 79,260 |
| Each additional member add | 4,020 | |

*Alabama*

# PRIORITY MEASURES LIST

for all Weatherization Contracts (revised April 2008)

*Weatherization Assistance Program*

Weatherization Works

*Weatherization measures must be installed in the order they are listed below.* For example, agencies may not skip air sealing and insulation measures in order to install compact fluorescents. Single-family dwellings that differ significantly in construction, condition, or energy use from those typically weatherized require the site-specific application of NEAT in lieu of the Priority List. Health and Safety inspection and testing will be conducted and deficiencies corrected before the delivery of any weatherization services. If for any reason a certain measure cannot be performed, the next immediate measure will be performed.

| Priority | Measure | Description and Comments |
|---|---|---|
| #1 | **Air Sealing** | All air sealing work should be guided by use of the Blower Door. If not already in place, protocols should be developed to tell crews and Contractors when to stop air sealing because either the MVR/BTL (minimum ventilation rate – building tightness limit) has been reached or further air sealing work will not be cost-effective.<br>• Seal plumbing, electrical, and HVAC penetrations through ceiling, flooring, & exterior walls use proper materials for high-temperature surfaces.<br>• Add sufficient ventilation when house is sealed to tightly. |
| #2 | **Attic Insulation** | All electrical circuits are to be checked first. Enclose exposed wires and connections in junction boxes. Attic by-passes should be sealed using the Blower Door prior to the installation of attic insulation.<br>• Build dams for knob & tube or rewire all knob & tube circuits.<br>• If attic has less that R-19 of existing insulation, add insulation up to an effective R-38 value.<br>• If attic has R-19 or more of existing insulation, do not add additional insulation.<br>• There should be 1 $ft^2$ of attic net free vent area for every 300 $ft^2$ of ceiling area. Half located high and half located low to induce proper natural ventilation. |
| #3 | **Dense-Pack Sidewall Insulation** | If no existing wall insulation is present, dense-pack all sidewall cavities with insulation. If all test holes indicate existing wall insulation, skip sidewall insulation measure.<br>• If some wall cavities have insulation and some do not, drill additional test holes to determine if sidewall insulation dense-pack is warranted. If at least half of the wall cavities have no existing insulation, dense-pack all sidewalls with insulation. |
| #4 | **Smart Thermostat** | • For central heating and/or cooling systems, setback thermostats can be cost effective if the client is educated on the proper use of these devices.<br>• Do not install if client has difficulty understanding the instructions. |
| #5 | **Compact Fluorescent Lamps** | • Replace incandescent bulbs used more than one to two hours per day.<br>• Maintain or moderately improve existing lighting levels. |
| #6 | **Seal and Insulate Ducts** | All accessible ducts, connections, and boots will be sealed with mastic.<br>• All ducts located outside the conditioned space will be insulated with foil-faced duct insulation, which has an R value of R4-R11.<br>• Pressure pan test all registers with Blower Door running to determine relative air leakage of tested sites. |
| #7 | **Floor Insulation** | The following recommendations for floor insulation are based on the two most common foundation types in Alabama: vented crawl spaces, and exposed floor on piers with no skirting.<br>• Insulate un-insulated floors statewide to a post-weatherization level or R19.<br>• If the floor has existing insulation, do not add additional insulation.<br>• Add plastic sheeting in crawl spaces to prevent moisture buildup on joists. |
| #8 | **Refrigerators** | • Estimate annual electricity consumption by metering or locate usage in a database tool.<br>• Cost must include delivery and installation of the new unit, and removal and environmentally responsible de-manufacturing of the old unit. |
| ** | **General Heat Waste** | The following low-cost measures should be installed where applicable:<br>• Weather-stripping, Caulking, Glass Patching, and insulation for plugging – for addressing drafts after blower door-guided air sealing is completed<br>• Water Heater tank wrap<br>• Pipe insulation<br>• Faucet aerators<br>• Low-flow shower heads<br>• Furnace filters |

## List of Projects

From April 1, 2009 through March 31, 2013, 383 clients were served at a cost of approximately four million dollars. The allowable measures included electrical; insulation, air sealing, repairing walls, doors, and windows; venting; repair/replacing HVAC units. The measures performed varied from client to client and are included on the list below.

**AIR SEALING**
AIR SEAL A/C UNITS
AIR SEAL ATTIC BYPASSES
CAULK: WINDOWS, DOORS, CEILING, BASEBOARDS
SPRAY FOAM EXTERIOR
SPRAY FOAM: ATTIC BYPASSES, TOP PLATES, CRAWLSPACE, BOTTOM PLATES

**ATTIC INSULATION**
BLOW INSULATION: CELLULOSE
BLOW INSULATION: FIBERGLASS
BUILD ATTIC ACCESS
INSTALL ATTIC VENTILATION
INSULATE ATTIC ACCESS
REPAIR ATTIC ACCESS

**SIDEWALL INSULATION**
DENSE PACK 3 INCHES

**SMART THERMOSTAT**
INSTALL SMART THERMOSTAT

**COMPACT FLOURESCENT LIGHTS**
INSTALL COMPACT FLOURESCENT LIGHTS

**SEAL AND INSULATE DUCTS**
CLEAN, REPAIR, AND SEAL ALL DUCTS/BOOTS W//WEB TAPE & MASTIC
INSULATE DUCTS

**FLOOR INSULATION**
INSTALL 6 MIL PLASTIC VAPOR BARRIER
INSTALL BAT INSULATION
INSULATE BELLY WITH BLOWN FIBERGLASS

**REFRIGERATOR**
REMOVE AND REPLACE EXISTING UNIT

**HEALTH AND SAFETY**
CLEAN GAS COOK STOVE
ENCLOSE EXPOSED WIRES
INSTALL BATHROOM VENT AND VENT OUTDOORS
INSTALL CO ALARM
INSTALL DEHUMIDIFIER
INSTALL GAS DIRECT-VENT HEATER
INSTALL NEW DRIP LINE
INSTALL RANGE HOOD AND VENT TO OUTDOORS
VENT EXISTING RANGE HOOD TO OUTDOORS
VENT EXISTING BATHROOM FAN TO OUTDOORS
INSTALL SMOKE ALARM
REMOVE UNVENTED SPACE HEATER
REPAIR MINOR ROOF LEAK
VENT DRYER TO OUTSIDE USING ALUMINUM OR METAL EXHAUST DUCTING

**OTHER ENERGY SAVING MEASURES**
INSTALL LOW-FLOW SHOWER HEADS / AERATORS
INSTALL OUTLET GASKET/COVERS
KOOL SEAL
REGLAZE WINDOWS
REMOVE & REPLACE UNVENTED SPACE HEATER
REPAIR CEILING
REPAIR DOOR
REPAIR FLOOR
REPAIR FURNACE
REPAIR WALL EXTERIOR
REPAIR WALL INTERIOR
REPAIR WINDOWS
REPLACE A/C FILTERS
REPLACE DOOR
REPLACE DOOR HARDWARE
REPLACE FURNACE
REPLACE GLASS
REPLACE WINDOWS
REPLACE DOOR SHOE
REPLACE DOOR SWEEP
REPLACE DOOR THRESHOLD
TUNE-UP FURNACE
REPLACE DOOR WEATHERSTRIP
INSULATE PIPES FROM WATER HEATER
WRAP WATER HEATER
WRAP WATER HEATER / PIPES

**APPLIANCES**
CLEAN WINDOW A/C UNITS
REMOVE WINDOW A/C UNITS
REPAIR CENTRAL HEATING SYSTEM
REPAIR GAS COOK STOVE
REPLACE CENTRAL HEATING SYSTEM
REPLACE WATER HEATER

ADECA-Energy 12/08

# Building Weatherization Report (BWR)

OMB Approved Number. 38-R0198

☐ Check here if DOE home

County _____ Job# _____ Number of Priority Points _____ Assessor _____ ☐ Check here if ARRA home

Date Assessed _____ Date WX Work Started _____ Date WX Work Completed _____ Contractor _____

Final Inspection Date _____

## 1. Client Information

☐ Own ☐ Rent

Applicant Name _____ Physical Address _____

City & Zip Code _____ Phone Number _____

No. of Total Occupants _____ No. Children _____ No. Elderly _____ No. Disabled _____ No. Native Americans _____ No. Other _____

## 2. Building Information

*Household Type:* ☐ Site Built ☐ Mobile Home ☐ Multi Family ☐ Comfort Zone Weatherization

*Structure Info:* ☐ One-Story ☐ Two-Story ☐ Wood ☐ Brick ☐ 8" Masonry ☐ Vinyl Siding ☐ Asbestos Siding ☐ Other _____

Floor Area _____ Sq Ft No. of Windows on House _____ No. of Storm Windows Pre-WX _____ No. of Exterior Doors _____ No. of Window A/C Units _____

## 3. Primary Heat Source

☐ Electricity ☐ Propane ☐ Natural Gas ☐ Kerosene ☐ Wood ☐ Fuel Oil ☐ Other: _____

*Method of Heat* ☐ Space Heater(s) # _____ ☐ Radiant Heat ☐ HVAC (Tune-up & Filters Ordered?) ☐ Wall/Floor Furnace ☐ Other: _____

## 4. House Condition before Weatherization

***Upon Assessment***

GOOD (tight) FAIR (cracks, loose fit) POOR (holes, cracks, leaks)

| HOUSE COMPONENT | GOOD | FAIR | POOR |
|---|---|---|---|
| CELLAR / CRAWL SPACE | ☐ | ☐ | ☐ |
| WINDOWS | ☐ | ☐ | ☐ |
| DOORS | ☐ | ☐ | ☐ |
| EXTERIOR WALLS | ☐ | ☐ | ☐ |
| ROOF | ☐ | ☐ | ☐ |

Whole Home Inspected for Insulation? ☒ Yes ☐ No

| INSULATION | Existing Inches | Existing R-Value | Inches Added | Updated R-Value |
|---|---|---|---|---|
| ATTIC | | | | |
| SIDEWALL | | | | |
| FLOOR | | | | |
| DUCTS | | | | |

My signature certifies that all information reported on this form is accurate.

WX Coord. _____ Date _____

## 5. Measure Costs

*If not listed below, itemize on Worksheet*

| | | Material | Labor |
|---|---|---|---|
| Insulation | ☐ Attic | | |
| | ☐ Sidewall | | |
| | ☐ Floor/Belly | | |
| Smart Thermostat | | | |
| Compact Fluorescent Lamps (CFLs) | | | |
| Repairing, Sealing and/or Insulating Ducts | | | |
| Floor Insulation | | | |
| Vapor Barrier | | | |
| Refrigerator: (Includes Delivery, Install & Removal) | | | |
| Measures Related to Incidental Repairs | | | |
| *Other General Energy Saving Measures (On Back) | | | |
| Caulking | Tubes Used # | $0.00 | $0.00 |
| Windows | Glass Replacement # | | |
| | Storm Windows # | | |
| | Glazing # | | |
| | **Replacements # | | |
| Exterior Doors | Repairs # | | |
| | **Replacements # | | |
| | Weatherstripping # | | |
| | Thresholds # | | |

## 6. Cost Summary

| | |
|---|---|
| Materials | $0.00 |
| Labor | $0.00 |
| Agency | |
| **TOTAL** | **$0.00** |

## 7. H&S Cost Summary

| | |
|---|---|
| Materials | $0.00 |
| Labor | $0.00 |
| **TOTAL** | **$0.00** |

(Itemize on Worksheet)

## 8. Blower Door #'s

Pre _____

Target _____

Post _____

*** See Priority List, Itemize on Worksheet**

**** Justification Required**

## 5. Measures: (continued from front)

| ITEM | Material Cost | Labor Cost |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | $0.00 | $0.00 |
| | Above total transferred to "Other" | Above total included in block 6 |

## 7. Health & Safety

| ITEM | Material Cost | Labor Cost |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | $0.00 | $0.00 |

**Agency Cost** - (Use figures from last report)

2.1 Tools & Equipment _____

2.2 Transportation _____

2.3 On-Site Supervision _____

**Total** $0.00 (a)

Number of Dwellings Completed _____ (b)

_____ ÷ _____ = _____

**COMMENTS**

produced by DBA

## MONTHLY WEATHERIZATION PRODUCTION PROGRESS REPORT FOR July 2013

Agency Name: Community Action Agency of Huntsville/Madison & Limestone Counties

Contact Person: _____ Contract #: 2012 Department of Energy (DOE)

Total number of BWRs submitted with this report: 0

| County | Job Numbers | County | Job Numbers | County | Job Numbers |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Weatherized Units Finished**

| | |
|---|---|
| Single Family Site Built (Own) | 0 |
| Single Family Site Built (Rent) | 0 |
| Multi-Family | 0 |
| Mobile Home (Own) | 0 |
| Mobile Home (Rent) | 0 |
| Shelter | 0 |
| Total | 0 |

**Units by Occupancy**

| | |
|---|---|
| Elderly-Occupied* | 0 |
| Disabled-Occupied* | 0 |
| Native American-Occupied* | 0 |
| Children-Occupied* | 0 |
| High Residential Energy User* | 0 |
| Household with High Energy Burden | 0 |

**Units by Primary Heating Fuel**

| | |
|---|---|
| Natural Gas | 0 |
| Fuel Oil | 0 |
| Electricity | 0 |
| Propane/LPG | 0 |
| Kerosene | 0 |
| Wood | 0 |
| Other Fuel | 0 |
| Total | 0 |

**Total People Assisted in Households**

| | |
|---|---|
| Elderly* | 0 |
| Persons with disabilities* | 0 |
| Native American* | 0 |
| Children* | 0 |
| Other | 0 |
| *(#1 on BWRs-# of Total Occupants)* Total | 0 |

**Other Unit Types (not included in total units)**

| | |
|---|---|
| Reweatherized | 0 |
| Total Number of Dwellings In Progress (Identify on Back) | 16 |
| Total Number of Request for Assistance on File | 143 |
| **Leveraged Units** (Units completed with other funds not in DOE budget) | 0 |

**(*) Asterisk allows overlap**

## Certification

My signature certifies that the information provided herein is true and accurate to the best of my knowledge.

Name _____ Signature _____

Title _____ Date _____

(Revised 03/02/2010)

# "EXHIBIT 3"

# ENVIRONMENTAL REGULATIONS

**Rehab Policy for single family housing located in areas greater than 65 decibels as shown on noise contour map:**

The Department of Community Development will not perform any rehab work on houses where any portion of the house is located in the greater than 65 decibel contour as shown on noise contour map. This policy is due primarily to:

1. The Department of Community Development's resource limitations in staffing, funding and expertise to evaluate each individual house located in areas that exceeds 65 decibels and
2. The Department of HUD's desire to discourage rehab in areas of greater than 65 decibel readings.

The Department of Community Development recognizes that each house has unique features and landscaping that will affect decibel level. Also, each house location with respect to other houses around it may influence sound decibel level. Therefore a homeowner may at the home owner's own expense provide the Department of Community Development with information showing the property is not located in a greater than 65 decibel level. The information must come from an environmental certified noise specialist who has training and experience in preparing noise assessments under the HUD noise book guidelines.

Certification credentials must be approved by the Department of Community Development prior to the homeowner exercising this option.

# HUNTSVILLE NOISE MAP
# ROADWAY & RAILWAY SETBACKS

## RAIL:

| | |
|---|---|
| HUNTSVILLE MADISON COUNTY RAILWAY | 100 FT (CTR OF RAILWAY) |
| NORFOLK SOUTHERN | 100 FT CLOSED CROSSINGS |
| NORFOLK SOUTHERN | 450 FT OPEN CROSSINGS |

## MAJOR THOROUGHFARES:

| | |
|---|---|
| I-575 WEST OF DOWNTOWN | 800 FT FROM MEDIAN |
| I-575 EAST OF DOWNTOWN | 1000 FT |
| MEMORIAL (NORTH OF I-575) | 350 FT |
| MEMORIAL (SOUTH OF I-575) | 525 FT |
| WINCHESTER | 140 FT |
| MERIDIAN | 145 FT |
| ANDREW JACKSON | 155 FT |
| OAKWOOD | 170 FT |
| ADVENTIST | 130 FT |
| SPARKMAN | 160 FT |
| U.S. 72 E | 150 FT |
| BLUE SPRING RD | 195 FT |
| RESEARCH PARK | 300 FT |
| S.R. 53 (JORDAN) | 230 FT |
| OLD MONROVIA | 145 FT |
| WYNN | 155 FT |

| | |
|---|---|
| BRADFORD | 145 FT (from median) |
| HOLMES | 140 FT |
| GOVERNORS | 180 FT |
| OLD MADISON PIKE | 170 FT |
| BOB WALLACE | 185 FT |
| PATTON | 160 FT |
| TRIANNA | 170 FT |
| DRAKE | 180 FT |
| JOHNSON | 150 FT |
| AIRPORT | 210 FT |
| WHITESBURG | 190 FT |
| CALIFORNIA | 170 FT |
| PULASKI PIKE | 170 FT |
| MLK | 130 FT |
| UNIVERSITY | 320 FT |
| MASTIN LAKE | 165 FT |