



Department of Energy
Washington, DC 20585

WEATHERIZATION PROGRAM NOTICE 09-5
EFFECTIVE DATE: February 18, 2009

SUBJECT: 2009 POVERTY INCOME GUIDELINES AND DEFINITION OF INCOME

PURPOSE: To provide States with the 2009 Poverty Income Guidelines and Definition of Income for use in the Low-Income Weatherization Assistance Program (Weatherization).

SCOPE: The provisions of this guidance apply to all grantees applying for financial assistance under the Department of Energy (DOE) Weatherization Assistance Program.

LEGAL AUTHORITY: Title IV, Energy Conservation and Production Act, as amended, authorizes the Department of Energy to administer the Low-Income Weatherization Assistance Program. All grant awards made under this program shall comply with applicable law including regulations contained in 10 CFR Part 440 (issued February 1, 2002), the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, the American Recovery and Investment Act of 2009 and other procedures applicable to this regulation as DOE may, from time to-time, prescribe for the administration of financial assistance.

PROCEDURES: The American Recovery and Reinvestment Act of 2009, Public Law 111-005, signed by the President on February 17, 2009, raised the DOE Weatherization eligibility criterion by striking "150 percent" in both places it appears in Section 412(7) of the Energy Conservation and Production Act (42 U.S.C. 6862(7)) and inserting "200 percent." The annual revision of the poverty income guidelines was published in the Federal Register/Volume 74, Number 14/Friday, January 23, 2009, on pages 4200-4201. Attached is a table displaying the revised guidelines showing income eligibility limits at 200 percent of poverty. Guideline tables for Alaska and Hawaii are also included. These guidelines are effective as of January 23, 2009, and apply to both farm and non-farm families. States should distribute these tables immediately to their subgrantees for their use. Additionally, this notice provides grantees with a definition of income for use in the Weatherization Program. This definition is unchanged from the previous year's guidance. Clarifications on income and eligibility issues are discussed in the Program Year 2009 Weatherization Grant Guidance, in section 5.9, Determining Eligibility Levels and Defining Income, of WPN 09-1B.

A handwritten signature in black ink, appearing to read "G. P. Sperling", with a long, sweeping flourish extending to the right.

Gilbert P. Sperling
Program Manager
Office of Weatherization and Intergovernmental Program
Energy Efficiency and Renewable Energy

**2009 POVERTY INCOME GUIDELINES
CONTIGUOUS U.S. GRANTEES
EFFECTIVE JANUARY 23, 2009**

INCOME LEVELS

Size of Family Unit	Threshold	200%
1.....	\$10,830	\$21,660
2.....	14,570	29,140
3.....	18,310	36,620
4.....	22,050	44,100
5.....	25,790	51,580
6.....	29,530	59,060
7.....	33,270	66,540
8.....	37,010	74,020
Each additional member add	3,740	7,480

**2009 POVERTY INCOME GUIDELINES
ALASKA
EFFECTIVE JANUARY 23, 2009**

Size of Family Unit	Threshold	200%
1.....	\$13,530	\$27,060
2.....	18,210	\$36,420
3.....	22,890	\$45,780
4.....	27,570	\$55,140
5.....	32,250	\$64,500
6.....	36,930	\$73,860
7.....	41,610	\$83,220
8.....	46,290	\$92,580
Each additional member add	4,680	\$9,360

**2009 POVERTY INCOME GUIDELINES
HAWAII
EFFECTIVE JANUARY 23, 2009**

Size of Family Unit	Threshold	200%
1.....	\$12,460	\$24,920
2.....	16,760	33,520
3.....	21,060	42,120
4.....	25,360	50,720
5.....	29,660	59,320
6.....	33,960	67,920
7.....	38,260	76,520
8.....	42,560	85,120
Each additional member add	4,300	8,600

DEFINITION OF INCOME

Refers to total annual cash receipts before taxes from all sources, with the exceptions noted below. Income data for a part of a year may be annualized in order to determine eligibility--for example, by multiplying by four the amount of income received during the most recent three months. The method of calculation is to be determined by the Grantee. Grantees should have a consistent policy covering its subgrantees on re-certification of applicants whose eligibility may have changed due to the length of time that may have expired awaiting weatherization services.

INCOME INCLUDES: money, wages and salaries before any deductions; net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses). **INCOME ALSO INCLUDES** regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, and military family allotments; private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments; dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

INCOME EXCLUDES capital gains; any assets drawn down as withdrawals from a bank, the sale of property, a house, or a car; one-time payments from a welfare agency to a family or person who is in temporary financial difficulty; tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments, or compensation for injury.

INCOME ALSO EXCLUDES non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits, food or housing received in lieu of wages, the value of food and fuel produced and consumed on farms, the imputed value of rent from owner-occupied non-farm or farm housing, and such Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, school lunches, housing assistance and combat zone pay to the military. Note: **CHILD SUPPORT PAYMENTS AND COLLEGE SCHOLARSHIPS ARE EXCLUDED.**

SINGLE FAMILY BUILDING WEATHERIZATION REPORT (BWR-S) INSTRUCTIONS

General Directions

1. Aligning Entries

Agency and Job# must be left aligned.

All other fields must be right aligned; Dollar value fields must be decimal aligned.

2. HWAP code sheets

HWAP code sheets will be updated by the OEE as needed. The code sheets will be dated.

3. Only submit one copy of each Building Weatherization Report.

4. Building Weatherization Reports must be arranged numerically by job number when submitted.

5. Punctuation [(') (,) (.) (-)] is not used when reporting any field for the BWRs or MPR.

6. Each BWR must contain entries in the SSN field. OEE's reporting database will not allow entry of a job without a nine-character Social Security Number. Therefore, no job will be counted as complete without a number in this field. If a client refuses to disclose a SSN the provider must fill in the field with a number beginning with the provider grant number followed by zeros and an identifier number. For example, during month 4 provider 101 has two jobs where the client would not provide a SSN. The provider would complete the SSN field for the first job with the entry 10100001. For the second job the provider would enter 10100002. During month seven, the provider has another job with no SSN. The field would be completed by entering 10100003. **It is the responsibility of the provider to keep track of the next number to increment because duplicate SSN entries will not be accepted by the system.**

Instructions by Item

Agency	Provider's HWAP grant number. Use the HWAP Agency Code Sheet. Left align grant number, no leading or trailing zeros.
Job #	Agency assigned.
Mo	Month for which unit is being reported.
Year	Year for which unit is being reported.
Program Code	Services performed on the structure by conservation programs other than HWAP. Use the HWAP Program Code sheet. Left align entries. More than one program code can be listed.

Client Section

Last Name	Last name of client. Enter "VACANT" if the unit is vacant. If vacant, complete client information must be submitted within 180 days.
Address	Enter the number and street address.
City	Enter the city name.
Phone	Enter the 10-digit phone number including area code. If none, enter 0000000000.
Client Code	Enter services receive by the client, not the structure, from conservation programs other than HWAP. Use HWAP Client Code Sheet. Left align entries. More than one client code can be listed.

Exhibit 2

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Heating Utility Co.	Enter the information for the primary heating fuel supplier. Use the HWAP Fuel Code sheet.
Electric Utility Co.	Enter the information for non-heating electricity supplier. Use the HWAP Fuel Code sheet.
Billed to Name	Enter the last name of the person billed for the primary heating fuel.
Lot #	Enter Lot number for mobile home only.
Zip	Enter the five-digit zip code.
County Code	Enter the two-digit code for the county in which the unit is located. Use the HWAP County Code sheet.
SSN	Enter the nine-digit Social Security Number for the client.
Annual Income	Enter the total annual income for the household, rounded to the nearest dollar.
Heating Acct. No.	Enter the primary heating account number as a continuous string of numbers and/or letters with no spaces or punctuation.
Electric Acct. No.	Enter the non-heating electricity account number as a continuous string of numbers and/or letters with no spaces or punctuation.
No. of People	Enter the total number of people living in the unit.
No. of elderly	Enter the total number of age 60 years or older living in the unit at the time of the application.
No. of Handicap	Enter the total number of people with a handicap living in the unit.
No. of American Indians	Enter the total number of American Indians living in the unit.
No. of Migrant Workers	Enter the total number of Migrant Workers living in the unit.
No. of Children 2 yrs. or Under	Enter the total number of children living in the unit who are less than 3 years old at the time of application.
No. of Children 3-5 yrs.	Enter the total number of children living in the unit who are at least 3, but less than 6 years old at the time of application.

Housing Section

Occupancy Type	Enter a "1" if owner occupied, "2" if renter occupied.
Age of Home Years	Enter the age of the unit in years.
Housing Type	Enter the appropriate standard house type (A-I, or R-S)
Hot Water Tank Fuel	Enter the appropriate number for the type of fuel.
Primary Fuel Type	Enter the appropriate number for the type of fuel.
Secondary Fuel Type	Enter the appropriate number for the type of fuel.
Primary Heat Type	Enter the appropriate number for the type of heating system.
Secondary Heat Type	Enter the appropriate number for the type of heating system.
Heating Unit SSE Initial	Enter the Initial Steady State Efficiency for the primary heating unit.
Heating Unit SSE Final	Enter the Final Steady State Efficiency for the primary heating unit.
Heating Unit SSE Design	Enter the Design Steady State Efficiency for the primary heating unit.
Previously Weatherized before 9/93	If weatherized prior to September 1993, enter 1, else enter 0.
Computer Energy Audit	If a computer energy audit (for example, NEAT) was used to determine measures, enter 1, else enter 0.
Tune Up	If a Heating Unit tune up was done, enter 1, else enter 0.
Blower Door Readings Pre	Enter the cubic feet per minute at 50 Pascals (CFM@50) for each pre-retrofit and post retrofit blower door test performed.

Blower Door Readings Post	Enter the cubic feet per minute at 50 Pascals (CFM@50) for each pre-retrofit and post retrofit blower door test performed.
Percent Reduction	Enter the value obtained by subtracting the post reading from the pre-reading and dividing the result by the pre-reading (Pre-Post) Pre=Value.
Volume of Building	Enter the total heated volume of the area used in the blower door test, rounded to the nearest cubic foot.
Average Wall Height	Enter the wall height or a simple average of wall heights, if varying sizes rounded to the nearest foot.
Total Floor Area	Enter the total area, in square feet of conditioned space, rounded to the nearest foot.

Cost Section

Crew Hours	Enter the total crew hours in tenths, i.e., 6.1 hours, for all HWAP-funded field crew hours worked on the unit.
Cost of Crew	Enter the total cost of the field crew hours paid with HWAP funds (excluding travel time).
Contractor Costs Material	Enter the contractor costs (other than Heating Unit Material and Labor and Health and Safety Materials and Labor costs) paid for with HWAP funds.
Contractor Costs Labor	Enter the contractor costs (other than Heating Unit Material and Labor and Health and Safety Materials and Labor costs) paid for with HWAP funds.
Contractor Costs Heating Unit Material	Enter the Heating Unit Contractor Costs paid for with HWAP funds. The amount in this field must be included in the amount for the Tune-Up and/or Repairs field. Do not include Health and Safety costs.
Contractor Costs Heating Unit Labor	Enter the Heating Unit Contractor Costs paid for with HWAP funds. Do not include Health and Safety costs.
Amount (by Category)	Enter the appropriate materials costs of HWAP purchased materials only, for each Category. Do not include materials paid for or donated by other sources.

Health and Safety Section

Amount (by Category)	Enter the appropriate costs of Health and Safety activities only.
Total Materials ONLY Cost	Enter the sum of the Health and Safety materials costs listed above. Sum only the lines with bold labels.
Mo	Enter the month of submission of Health and Safety retrofit for this unit.
Year	Enter the year of submission of Health and Safety retrofit for this unit.
Types of Miscellaneous Work	Enter the appropriate code(s) for Miscellaneous work completed. Use the Miscellaneous Type of Work Code Sheet.

Certification Section

CERTIFICATION	Client and Final Inspector signatures must be included.
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C.1 CLIENT FILES AND REQUIRED FORMS

This chapter suggests a model filing system for your HWAP client files and discusses the required forms. A well organized filing system is an essential part of your weatherization operation. The system should be designed to allow you to quickly store and retrieve information.

For every client who applies for weatherization services, and for each unit weatherized, HWAP providers are required to accumulate certain documentation. That information is maintained in the client files.

1. REQUIREMENTS

A. For every single family dwelling weatherized, providers are required to maintain a separate and complete client file. Every client file for a single family unit must contain, at a minimum, the following documents with complete and accurate information:

-One Energy Assistance Programs Application.

-Income verification as defined in Section C2. Application Process and Prioritization, Volume II, for the Energy Assistance Programs Application. Income verification or a HEAP joint application is not necessary if HEAP-eligible.

-Documentation of the energy audit procedure (i.e., DCF or Priority List) used to determine the priority of the weatherization measures installed.

-Documentation of the work order and estimate used to determine the estimated amount and cost of weatherization materials to be installed, documentation of the actual cost and amount of weatherization materials installed, and documentation of actual labor hours and labor costs to install the weatherization materials. This documentation shall consist of:

- A Data Collection Form or another ODOD/OEE approved work order/ estimate form.
- A Building Weatherization Report (BWR) CDD-335S (Section B. Reports, Volume II).
- A revised BWR (CDD-335R) if revisions were made to the original BWR (Section B. Reports, Volume II).
- A copy of the invoice(s), purchase order(s) or "bill(s) of service" for any work contracted to a third

party and for material(s) purchased specifically for the unit.

- A copy of the material requisition(s) or other form(s) which document the types, amounts, and costs of materials taken from grantee inventory for use on the unit. Requisitions must be dated and indicate personnel issuing and receiving materials (Section G, Inventory and Property Management, Volume II).

- Homeowner/authorized agent certification (EIA-29D) or another ODOD approved form.

- Landlord/Tenant/Agency Agreement for rentals (Section C.4. Renters and Owner/Authorized Agents, Volume II).

- An Energy Savers Partnership Plan for every client who received consumer education services (Section C3. Consumer Education, Volume II).

- A Certificate of Insulation (Appendix A, Minimum Weatherization Program Standards).

- A copy of the NEAT Audit (if applicable) or other approved Audit.

B. Client files for units in multi-family buildings must contain the following complete and accurate documentation in one file folder per building.

- One Energy Assistance Programs Application for each occupied unit.

- Income verification as defined in Section C3-C2. Application Process and Prioritization, Volume II.

- Documentation of the energy audit procedure used to determine the priority of the weatherization measures installed.

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- Documentation of the work order and estimate used to determine the estimated amount and cost of weatherization materials to be installed, documentation of the actual amount and cost of weatherization materials installed, and documentation of actual labor hours and labor costs to install the weatherization materials. This documentation shall consist of:

- A Data Collection Form or another ODOD/OEE approved work order/ estimate form.

- A Building Weatherization Report (BWR) CDD-335M for each building and a multi-family attachment CDD-335A for each unit in the building (Section B. Reports, Volume II).

- A revised BWR (CDD-335R) if revisions were made to the original BWR (Section B. Reports, Volume II).

- A copy of the invoice(s), purchase order(s) or "bill(s) of service" for any work contracted to a third party and for material(s) purchased specifically for the unit.

- A copy of the material requisition(s) or other form(s) which document the types, amounts, and costs of materials taken from grantee inventory for use on the unit. Requisitions must be dated and indicate personnel issuing and receiving materials (Section G, Inventory and Property Management, Volume II).

- Homeowner/authorized agent certification (EIA-29D) or another ODOD approved form.

- Landlord/Tenant/Agency Agreement for rentals (Section C.4. Renters Owner/Authorized Agents, Volume II).

- An Energy Savers Partnership Plan for every client who received consumer education services (C.3. Consumer Education, Volume II).

- Documentation for landlord/owner "investment", if applicable.

- A certificate of Insulation (See Appendix A of the MWPS).

For every applicant found to be ineligible for HWAP, providers must maintain a separate file which contains the following documentation:

- One Energy Assistance Programs Application.
- Documentation of ineligibility.
- A copy of the denial of assistance letter which contains an explanation of the appeals procedures.

2. MAINTAINING A FILE SYSTEM

As mentioned above, a filing system should be designed to allow you to quickly store and retrieve information. There are no filing system requirements. However, HWAP providers are required to keep HWAP program files for three program years after the grant has been closed out. Usually this will be 3 years from the date that all final reports are submitted. However, if there is an unresolved audit at that point, records must be maintained until all audit questions are resolved. At that time providers may dispose of the files as they deem necessary. Client files must be maintained indefinitely (see below).

The filing system design is up to each HWAP provider, but there are some basic elements of a filing system that providers might want to incorporate. For example:

1. Keep a perpetual list of clients served by the HWAP. One of the simpler methods is to maintain an alphabetical rolodex type file so that clients can be added easily. If a computer is available a list of clients served can be maintained as a data base.

2. Since the regulations do not allow a unit to be weatherized more than once (except in specific circumstances), it is also useful to maintain a list of weatherized units by address. Again, a rolodex type system works well. A computer data base that includes addresses and the capability to search for a specific address is ideal. Separate files by program year.

3. Divide the client files into four sections based on status. For example, Ineligible, Approved, In-Progress, and Completed files.

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By dividing the client files into sections you will be able to easily distinguish at what point clients are in the HWAP process.

-Ineligible: Clients who have applied for the HWAP that were determined ineligible.

-Approved: Clients who have applied and have been determined eligible for the HWAP but have had no materials installed in their homes.

-In-Progress Units: Units where materials have been installed but the work is not yet completed.

-Completed Units: Units where the weatherization work is completed and a final inspection has been performed.

4. Color code approved client files to indicate rental, elderly, and handicapped to make it easier to distinguish what categories the client falls under. For example:

Elderly - red
Handicapped - blue
Rental - green

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C.4. RENTERS AND OWNER/AUTHORIZED AGENTS

As required by 10 CFR 440.22(b), a provider may weatherize a building containing rental units using financial assistance for units eligible for weatherization. No multi-family building project that is four or more stories above grade, or is a centrally heated building with five or more units, may commence without prior written approval for the project from OEE.

This chapter will take you step-by-step through the regulations and the required procedures, and will outline some of the optional procedures a provider may adopt in order to provide service to rental units.

1. PERMISSION OF OWNER OR AUTHORIZED AGENT

The first step in the process is to obtain the written permission of the owner/authorized agent. Reluctance on the part of the owner to participate in the program can be a difficult problem to overcome. However, the negotiation process that takes place at this point should emphasize all possible expenditures as an investment in the property. You should keep records of all contacts with the tenant and the owner. Often initial problems can be minimized by approaching the owner with a presentation of the benefits of the services, an estimate of potential costs, and by carefully detailing all steps involved. If your agency has an Advisory Board, sometimes it is helpful to involve owners and tenant representatives. In this way both parties can become familiar with specific aspects of the program.

However, if the rental property is a multi-family building, vacant building, a partially occupied building, or group home, a provider would first need to determine if the building meets the eligibility requirements.

2. DETERMINING ELIGIBILITY IN MULTI-FAMILY BUILDINGS

Sixteen percent of Ohio's HWAP eligible households are in buildings which contain 5 or more units. Prior to 1980, every unit in a building had to be occupied by an eligible person in order to receive weatherization services. The regulations currently permit the weatherization of a multi-family building if at least 66% of the units are occupied by income eligible households. An exception is made for 2 unit and 4 unit buildings, where only 50% of the households need to meet income eligibility

requirements.

If the building meets the 66% eligibility requirement (or the 50% requirement where applicable), the entire building shell, including ineligible units and common areas, may be weatherized. This means the insulation and air sealing measures involved with addressing the building shell. However, only those measures that would improve the energy efficiency of the entire building may be installed on or in ineligible units and common areas. All combustion appliances (in all units) must be tested to ensure that no health and safety problems exist. If problems are detected in the combustion appliances of ineligible units, it is the complete responsibility of the owner / authorized agent to remedy the problem prior to weatherization activities beginning. Work performed in common areas in multi-family buildings shall be limited to measures that protect or enhance the performance of the measures completed on the individual units.

If the building does not meet the 66% eligibility requirement (or the 50% requirement where applicable), only the eligible unit may be weatherized. This means that the entire building shell can not be insulated or air sealed. No work can be performed within ineligible units or in common areas. However, due to the concern for the health and safety of the customer, all combustion appliances (in all units) must be tested to ensure that no health and safety problems exist. If problems are detected in the combustion appliances of ineligible units, it is the complete responsibility of the owner / authorized agent to remedy the problem prior to weatherization activities beginning.

a. Vacant Buildings

Completely vacant buildings may only be weatherized

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in conjunction with a federal, state, or local government program for rehabilitating the building or making similar building improvements.

You must get written assurance that at least 66% of the units (50% if applicable) will be occupied by income eligible persons within 180 days of the completion of the weatherization work. You must also follow-up to ensure that this occurs and to complete the BWR reporting procedures. See Section B.1.viii of this manual for reporting requirements.

b. Partially Occupied Buildings

Many times multi-family structures will have some vacant and some occupied units at the time eligibility is determined.

The building can be weatherized if it meets the appropriate criterion (66% or 50% eligible units). Vacant units are considered ineligible unless the requirements of the vacant building section are met.

c. Group Homes and Shelters

The eligibility of a particular group home is dependent on the "Definitions" section of the 10 CFR 440 regulations. The important definitions in determining group home eligibility are: Family Units, Dwelling Unit, and Separate Living Quarters.

The definitions for determining group home eligibility are as follows

-Family Unit – means all persons living together in a dwelling unit.

-Dwelling Unit – means a house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

-Separate Living Quarters – means living quarters in which the occupants do not live and eat with any other persons in the structure and which have either (1) direct access from the outside of the building or through a common hall (2) or complete kitchen facilities for the exclusive use of the occupants. The occupants may be a single family, one person living

alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements and includes shelters for homeless persons.

-Group Home – means a dwelling unit in which three or more people, not related by blood or marriage, are residing in a single unit, not owned by a government agency, where eating facilities are shared. In addition, a group home must have a clearly definable identity that distinguishes it from more informal, family-type settings. For example, a residence for mentally challenged people.

-Shelters – means a dwelling unit or units whose principal purpose is to house, on a temporary basis, individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

The following are examples of how to determine the eligibility, the allowable expenses, and the number of completed units for group homes. These examples illustrate that eligibility of group homes and the allowable expense for each home will be determined on a case-by-case basis.

Shelters for the homeless, battered spouses, etc., may also, be weatherized. However, to determine how many units to report for the shelter, you may either count each 800 square feet as a unit or each floor of the shelter as a unit.

EXAMPLE 1 -- ABC Group home is occupied by six residents. The home consists of a kitchen, living room, dining room, bath, and three bedrooms.

°Based on the definitions of "Separate Living Quarters," the ABC group home must be weatherized as one unit. The residents are considered a "family unit" living in a single-family home.

The ABC group home is subject to any limits or restrictions placed on single-family units, and the aggregate income of the residents must not exceed the poverty income guidelines for a family of 6, or one of them must receive TANF, SSI, PIPP or HEAP.

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EXAMPLE 2 -- XYZ Group home is located in a large building consisting of 20 bedrooms with bath, a large recreation area, a dining room, and a kitchen. Each bedroom is occupied by either one or two persons. All of the residents eat together in the common dining room. All residents are by definition low-income and the State subsidizes the maintenance of the residents.

°While the XYZ group home has the appearance of a multi-family building, it does meet the definition of a Group Home and may be counted as a multi-family dwelling unit. The number of units may be calculated by considering each 800 square feet as a unit or each floor of the group home as a unit.

EXAMPLE 3 -- OMEGA Group home is located in a converted hotel. It consists of 6 floors with 12 rooms (plus bath), on each floor off a common hall. There are a total of 72 units in the building, 60 of which are occupied by income eligible persons.

All residents pay modest rent. There is no common dining room, and the individual rooms do not have kitchen facilities.

°In this case the home qualifies as a multi-family building (entrances off a common hall, and residents do not live or eat together). Since more than 66% of the residents are income eligible, the entire building shell can be weatherized.

EXAMPLE 4 – Metropolitan Area Homeless Shelter is located on the top floor of the local YMCA Family Activity Center. The floor area equals 32,000 square feet. All residents are temporary, there are no individual sleeping rooms and there are no kitchen facilities.

○ The number of units may be calculated by considering each 800 square feet as a unit or each floor of the shelter as a unit.

Applications for HWAP services from group homes or shelters should be prioritized in the same manner as applications from other rental units. Applications for group homes should list all persons living within the home and their incomes.

Applications for shelters should only list the Shelter Name. No individual names of persons within the home or incomes should be requested. Since shelters are normally a temporary housing unit or may be used for occupants safety and well being, it is not imperative for the HWAP to know the tenants name or income.

3. TYPES OF INVESTMENTS BY THE LANDLORD / OWNER / AUTHORIZED AGENTS

The landlord should be made aware of their possible financial responsibility before the inspector visits the multi-family building. The financial responsibility of the landlord should be thought of as “an investment within their own building”. There are three major ways for this investment to occur.

a) Investments to alleviate an existing Health and Safety problem. (A REQUIRED INVESTMENT THAT MUST BE APPLIED TO THE JOB)

All combustion appliances (within eligible and ineligible units) must be tested for safety. When work is going to be performed on or in ineligible units and common areas, all combustion appliances within eligible units, ineligible units, vacant units and common areas must be tested for combustion safety (i.e.. all combustion analysis tests, worst case draft testing, fuel leakage tests, etc.).

If H&S problems are found in eligible units, the landlord must pay 50% of the material and labor cost to abate the H&S problems. If H&S problems are found in ineligible units, vacant units or common areas, the landlord must pay 100% of the material and labor cost to abate the H&S problem. All H&S work done on units whether eligible, ineligible, and vacant or in common areas must pass final inspection per the OWPS before any weatherization work takes place.

b) Investments in the weatherization of the building when the utilities / fuel costs are included in the rent. (A REQUIRED INVESTMENT THAT MUST BE APPLIED TO THE JOB)

If the fuel utility costs are included within the rent or if the multi-family building is master-metered, the

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tenant may not directly receive the benefit of the weatherization performed on the building. In other words, the utility costs may decrease due to the weatherization activities having been performed, but the tenants' rent may not decrease.

In all instances where the utility costs are included within the rent and the landlord is not income eligible for the HWAP service or currently receiving HEAP or PIPP, the landlord investment must equal 50% of the material cost to have the building weatherized.

It becomes very important for the HWAP to have an accurate inspection and detailed work-order for this type of investment situation. The information collected will be critical during the negotiations with the landlord/owner/authorized agent in reference to their "investment" dollar amount.

The investment can take the form of cash or an in-kind contribution that benefits the tenant. The owner/authorized agent should be given a choice. In-kind contributions are items such as:

- Rent rebates to the tenant, or
- Rent reduction to tenants, or
- Repairs that will allow energy conservation work to be performed within a one year period prior to the weatherization activities (i.e.. roof repairs to allow attic insulation, heating system replacements, energy efficient window replacements, Energy Star™ appliances, etc.)

c) Investment towards supplementing the HWAP program. (AN OPTIONAL INVESTMENT THAT MUST BE TRACKED, BUT DOES NOT NEED TO BE APPLIED TO THE JOB)

Where the tenant directly pays for the utility/fuel costs, there is no requirement that an owner/authorized agent must contribute as a condition of receiving HWAP service, unless Health and Safety problems are found, as discussed previously. However, HWAP providers are encouraged to solicit contributions from all owner/authorized agents as a means of leveraging funds to supplement HWAP.

Providers who wish to pursue this option must develop policies, which ensure that:

A. The procedures for eliciting owner/authorized agent contributions are not mandatory for owner/authorized agents who cannot afford to participate;

B. The level of the owner/authorized agent contribution will not act as a deterrent for a significant number of owner/authorized agents;

C. The owner/authorized agent has a clear understanding of how the voluntary contribution will be used by the agency.

Providers must develop procedures for tracking both cash and in-kind contributions. If the owner/authorized agent refuses to contribute, service can still be provided, but the building should be a lower priority than one where the owner/authorized agent is willing to contribute.

4. DETERMINING EXPENDITURE LEVELS

○ **Without a multi-family audit completed**

The per unit material dollar limit for centrally heated multi-family buildings with 5 or more units is \$450 per eligible unit, if a computerized multi-family audit is not completed. No window replacements are allowable without performing an audit.

The amount of money available to do the work is determined by multiplying the number of income eligible units times the materials dollar limit per unit. For example: In a 10 unit building where 8 units are income eligible, multiply the materials dollars limit (\$450) times the number of eligible units (8) to arrive at the materials dollar limit for the building (\$3,600).

○ **With a multi-family audit completed**

The multi-family audit performed on 5+ centrally heated buildings or buildings four stories or more in height, must take into account the local weather information, the fuel consumption and cost of the building for a minimum of one year, and the labor and material costs for the suggested retrofits. There is no dollar limit on activities performed on the building, but all retrofits must be based upon cost effectiveness determined by the audit. Currently, the Ea-Quip audit is recommended within the State of Ohio. Other audits are allowable, but must be pre-approved by the Office

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of Energy Efficiency.

o **Individually heated units**

If the building contains 5 or more units but is individually heated, there is no per unit dollar restriction. However, work must be done based on the list of required measures and diagnostic measurements or be based upon the results of a NEAT audit.

5. OWNER/AUTHORIZED AGENT/ TENANT/AGENCY AGREEMENTS (OTAA)

When using HWAP funds to weatherize any rental property, providers must ensure that the following requirements are met:

°Rents shall not be raised unless the increases are demonstrably related to matters other than the weatherization assistance provided through HWAP, and that a procedure exists to enforce this requirement;

°No undue or excessive enhancement shall occur to the value of the dwelling units;

°The investment in the building is secured against sale and the unlawful eviction of tenants; and

°The benefits of the weatherization will accrue primarily to eligible tenants.

To ensure compliance with these requirements, HWAP providers are required to have the owner/authorized agent and the tenant sign an agreement, which describes the terms under which the weatherization work will be done.

Providers are required to use the sample agreement included with this chapter. Providers are required to provide the tenant with a synopsis of the provisions contained in the OTAA.

a. Rent Increases

The first requirement to be discussed is rent increases. Weatherization program requirements stipulate that "For a reasonable period of time after weatherization work has been completed... the tenants in that unit (including households paying for their energy through

their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed."

In addition, it is required that "the enforcement of this section [rent increases] is provided through procedures established by the State by which tenants may file complaints, and owners, in response to such complaints, shall demonstrate that the rent increase concerned is related to matters other than the weatherization work performed."

However, DOE has not provided guidance on what kind of matters are legitimate reasons for increasing rents, how such matters should be demonstrated or proven and what is a reasonable length of time in which rents cannot be raised. Therefore, providers must include provisions in the OTAA and institute procedures, which deal with these issues. Language for addressing limitations on rent increases can be found in the attached sample OTAA.

A provider's procedure for addressing client initiated complaints regarding undue rent increases must follow this basic process:

°If a tenant, in good faith, believes that his rent is being increased solely because of the weatherization work performed, the tenant may file, within a reasonable time, a written complaint to the provider.

Upon receipt of this complaint, if the provider believes there is good cause shown, the provider will forward such complaint to the owner/authorized agent.

°After reviewing all of the evidence presented, including, but not limited to, the owner/authorized agent's response to the complaint, the provider shall issue a finding determining whether the rent increase was related to the weatherization work performed.

Based on the process outlined above, providers should develop a written procedure that both tenants and owner/authorized agents can be aware of at the time the OTAA is signed.

The complaint appeal procedure outlined above is

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only for addressing customer initiated complaints about undue rent increases and not about other potential violations of the OTAA.

While involvement in a rent increase dispute may be a new experience for providers, OEE believes that determining if a rent increase violates the OTAA should be, in most cases, a simple process if the decision is based solely upon the record. Accordingly, OEE believes that the provider's decision is final and that appeals to OEE are unnecessary.

Furthermore, if a provider determines that a rent increase in fact violates the OTAA and the owner/authorized agent refuses to rescind the increase, the provider is not required to seek a remedy on behalf of the tenant in court.

Though providers are not required to take legal action on behalf of a tenant when an owner/authorized agent demands an unjustified rent increase, providers should take some appropriate action as a consequence against the owner/authorized agent. Such actions are probably limited to only penalties the provider itself can enforce. For example, OEE believes that one appropriate consequence is refusing to weatherize any more buildings owned by the owner/authorized agent until the owner/authorized agent has remedied the violation to the satisfaction of the provider.

b. Undue or Excessive Enhancement

The second requirement is preventing "undue or excessive enhancement." Again, DOE has not provided us with a clear definition of "undue or excessive enhancement". But the following paragraphs should provide you with some possible interpretations of the regulations and ways to deal with them through the OTAA.

An increase in the value of the rental property as a result of the weatherization, that is in excess of the average increase in value of other buildings weatherized in the same locale, could be considered undue or excessive enhancement. Another consideration could be a situation in which tax credits are available to a building owner, which allow a tax write-off based not only on the value of the owner/authorized agent's investment, but also on the

value of the weatherization investment.

However, undue or excessive enhancement could in some circumstances also be providing a moderate amount of weatherization service to one person or company or simply providing weatherization services to an owner/authorized agent whom is not income eligible for weatherization, without an investment by them in support of the weatherization activities.

There are certainly other situations, which could be defined as undue or excessive enhancement. Therefore, it is up to each weatherization provider to evaluate the situation and make a determination.

Specific provisions within the OTAA, which spell out the time frames in which rents may not be raised or provisions in which rents are reduced, are one way to satisfy the requirements. However, additional ideas about how to deal with this issue can be found in the attached sample OTAA.

c. Securing the Weatherization Investment

The third requirement is "to secure the federal investment made under this part [i.e..weatherizing rental property] and address the issues of eviction from and sale of property receiving weatherization materials under this part, States may seek owner/authorized agent agreement to placement of a lien or to other contractual restrictions."

While the Federal guidelines specifically mention liens as a method of securing the federal investment against the deliberate eviction of a tenant and the sale of a weatherized property by a owner/authorized agent seeking to appropriate for themselves the benefits of weatherization, OEE has determined that clauses mentioned in the OTAA are a more reasonable approach. Therefore, the practice of placing liens against rental properties is no longer allowable. Liens, though an effective tool for establishing a financial obligation, are cumbersome to file, monitor and remove. Also, the practice of placing liens against rental units may become a Public Relations problem if eligible homeowners, particularly the elderly, think that their homes will also have liens attached.

The sample OTAA at the end of this chapter contains

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clauses to address these issues.

As security against the deliberate eviction of a tenant and the sale of the building (or of any individual unit in the building), the OTAA requires the owner/authorized agent to rebate, to the provider, the cost of the weatherization work attributed to the tenant, the unit or the building in question; or to bind the new owner to the terms of the OTAA for its duration.

Unlike cases of tenant complaints about rent increases, the regulations place no requirements on establishing procedures for addressing complaints or disputes concerning eviction or property sale.

Though providers are a party to the OTAA, providers are not required to resolve or arbitrate such complaints. These complaints may be best handled by a legal service agency.

d. Benefits to the Tenant

The final requirement is that "the benefits of the weatherization accrue primarily to tenants." The concern has been that by providing services to renters, owner/authorized agents would benefit from the weatherization services. This was discussed earlier in this chapter, but due to its importance, will be reiterated.

If the tenant pays directly for the utility/fuel costs, then the tenant benefits directly from the weatherization service through reduced energy costs.

- For example, a tenant pays \$500 a month for rent, and receives a heating fuel bill that averages \$100 per month. If the weatherization service reduces the heating fuel costs by \$25 per month, this would be beneficial for the tenant.

However, where the tenant pays for the utility/fuel costs through the rent, the owner/authorized agent actually receives the benefit of the weatherization service through reduced energy costs. Thus, providers must look for a means of assuring a direct benefit to the income-eligible tenant.

- For example, a tenant pays \$500 a month for

rent, and the heating fuel cost is included in the rent. If the weatherization service reduces the heating fuel costs by \$25 per month, this would not benefit the tenant, since they will continue to pay \$500 a month. But, the owner/authorized agent would benefit by having a lower heating fuel cost.

The owner/authorized agent is also responsible for abating any H&S problem that may exist, by investing 50% of the materials and labor to address the problem.

6. ACCOUNTING FOR & USING OWNER/AUTHORIZED AGENT CONTRIBUTIONS

Owner/Authorized Agent contributions are not program income, but they must be tracked as leveraged funds. The funds contributed by the owner/authorized agent must be spent according to the terms of the agreement between the owner/authorized agent and the provider.

For buildings where an investment is required (i.e. where the utility/fuel cost is a part of the rent or where Health and Safety problems exist), the investment must be used to reduce the cost of the weatherization activity or remediation of the H&S problem.

Voluntary investments received from other owner/authorized agents may be used more flexibly, but they must be used in support of the HWAP and properly tracked. If the voluntary investment is not going to be used on the owner/authorized agents building, this must be within the terms of the OTAA.

Potential uses include, but are not limited to, the following:

- °Providing temporary heat for a customer until a heating unit can be repaired or replaced.
- °Performing repair work.
- °Purchasing weatherization tools and equipment.
- °Purchasing and distributing consumer education materials to eligible clients.

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- °Providing energy education workshops to eligible clients.
- °Providing other conservation materials or measures such as cookstoves, when repairs on these units can not be adequately made.
- °Supplementing the HWAP labor dollars.
- °Supplementing the HWAP materials dollars.

7. WORKING WITH OWNER/AUTHORIZED AGENTS

If your agency is experiencing difficulty in getting owner/authorized agents to permit weatherization of their buildings due to the fear of "strangers working on their property" or the "forfeiture of their rights through a OTAA", there are a few options open to you.

Publicity on the program aimed specifically at owner/authorized agents in local newsletters has been successful in generating interest in weatherization. The use of direct mailing of program announcements to the owners of low-income buildings has initiated good response from owner/authorized agents in Indiana and Maine.

Another option might be to work with owner/authorized agents through local owner/authorized agent associations. Providers in other states have negotiated agreements through these associations.

Whichever method you choose should demonstrate to the owner/authorized agent the Agency's willingness to cooperate and work in the best interest of all parties involved.

There will always be some owner/authorized agents who refuse to cooperate with weatherization providers. This may be even more of a problem where the utilities are a part of the rent and the owner/authorized agent refuses to contribute. Remind them that the minimum contribution is 50% of the cost of the weatherization materials that are to be installed, and highlight the benefits they will receive. In some cases you may still have to deny services to

that building.

8. IMPLEMENTATION, MONITORING, AND ENFORCEMENT OF AGREEMENTS

The OTAA must be signed by the owner/authorized agent, the tenant, and a representative of the agency because they each have responsibilities under the agreement. The owner/authorized agent is responsible for complying with all the conditions of the contract that concern ownership of the unit.

The provider is responsible for providing weatherization assistance under the conditions of the agreement.

The tenant should sign to show that he/she understands the terms of the agreement and will abide by the clauses that concern tenant responsibilities. Tenants provide the "monitoring" of the owner/authorized agent/tenant agreement. As a practical matter, it is not feasible for the local agency to keep track of all such agreements. The synopsis of the agreement is an effective way to ensure proper understanding of the agreement. If the agreement is violated by the owner/authorized agent, the tenant's best recourse is through a legal services agency. However, you need to keep in mind your role in addressing rent increase disputes.

9. ATTACHMENTS

- OWNER / AUTHORIZED AGENT / TENANT / AGENCY AGREEMENTS (OTAA)
Providers must use this rental agreement or an agreement that they have had legal counsel develop for their use.

-TENANT'S SYNOPSIS
Providers are required to provide the tenant with a synopsis of the provisions contained in the OTAA.

-SAMPLE LETTER TO OWNER/AUTHORIZED AGENT
A sample letter summarizing the OTAA is provided.

REQUIRED PAPERWORK

-Home Weatherization Assistance Program Home-

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owner/Authorized Agent Certification (EIA-29D)

BWRs Referred to DSA for Review

Agency Name	Eligibility	Duplicates	SSN Errors	Rehab/Vacant	Zip Code Errors	Leveraged Funds	Total
Ashtabula County Community Action Agency	0	0	2	0	6	0	8
Sources Community Network Services	0	2	1	1	0	2	6
Cincinnati-Hamilton County Community Action Agency	1	3	0	1	0	0	5
Clinton County Community Action Program	0	0	0	0	1	0	1
Cuyahoga Community Department of Development	0	0	2	0	0	0	2
Northwestern Ohio Community Action Committee	0	2	2	0	1	0	5
Licking Economic Action Development Study	0	4	0	0	0	3	7
Lorain County Community Action Agency	0	4	0	0	1	0	5
Neighborhood Housing Services of Toledo	0	0	2	0	0	0	2
Mahoning-Youngstown Community Action Partnership	0	0	2	2	0	1	5
WSOS Community Action Committee	0	0	0	0	1	0	1
Community Action Council of Portage County	0	5	0	0	0	1	6
Stark County Community Action Agency	0	3	1	0	0	0	4
Summit County Department of Development	1	1	0	10	3	0	15
Trumbull County Action Program	1	3	1	0	0	1	6
Community Action of Wayne-Medina	0	7	0	0	0	0	7
Corporation for Ohio Appalachian Development	0	0	0	0	2	0	2
Miami County Community Action Council	0	1	0	0	0	0	1
Board of Van Wert County Commissioners	0	2	0	0	0	0	2
Clermont County Community Services	0	8	0	0	1	0	9
Ground Level Solutions	0	0	1	0	0	0	1
East Akron Neighborhood Development Corp	0	1	0	0	0	2	3
Mid-Ohio Regional Planning Commission	0	0	0	0	1	0	1
Ground Level Solutions-Richland/Morrow	0	3	1	0	1	0	5
IMPACT Community Action	0	5	1	0	0	0	6
Subtotal	3	54	16	14	18	10	115

BWRs Referred to DSA for Review - Delegates

Agency Name	Eligibility	Duplicates	SSN Errors	Rehab/Vacant	Zip Code Errors	Leveraged Funds	Total
Cleveland Housing Network	0	7	5	98	2	1	113
Cudell Improvement Inc	0	4	0	0	0	0	4
Community Housing Solutions	0	25	3	0	0	0	28
Mount Pleasant NOW Development Corp	0	55	36	0	2	0	93
Detroit Shoreway Community Development Corp	0	1	0	2	0	0	3
Warren County Community Services Inc	0	0	0	0	3	0	3
Adams-Brown County Community Action Committee	2	16	2	0	1	0	21
Hocking-Athens-Perry Community Action Agency	1	5	0	0	0	0	6
Community Action Committee of Belmont County	2	0	1	0	0	0	3
Gallia-Meigs Community Action Agency	2	8	1	0	1	0	12
Guernsey-Monroe-Noble Tri-County Community Action Committee	5	9	0	0	0	0	14

Harrison-Carroll-Tuscarawas Tri-County Community Action Committee	0	0	1	0	0	0	1
Highland County Community Action Organization	0	3	9	0	0	1	13
Ironton-Lawrence County Area Community Action Organization	0	4	4	0	0	0	8
Jackson-Vinton Community Action Inc	0	0	3	0	0	0	3
Jefferson County Community Action Committee	0	0	1	0	0	0	1
Knox-Holmes-Coshocton-Ashland Community Action Commission	1	7	4	0	4	0	16
Muskingum Economic Opportunity Action Group	0	1	0	0	0	0	1
Community Action Committee of Pike County	0	5	2	0	0	0	7
Ross County Community Action Commission	0	12	4	0	2	0	18
Community Action Organization of Scioto County	0	2	1	0	1	0	4
CAP Corporation of Washington-Morgan Counties	2	5	6	0	3	0	16
Community Action Agency of Columbiana County	2	1	0	2	0	0	5
Subtotal	17	170	83	102	19	2	393
<hr/>							
GRAND TOTAL	20	224	99	116	37	12	508

DUPLICATES

Description	Job #	BWR amount
Matches BWR	R09-352B	\$2,816.64
	09-12B	\$2,150.99
	R09-13D	\$4,558.99
		\$9,526.62
Matches BWR Except Month	R08-544M	\$1,670.00
	09-60B	\$1,560.78
	08-06D	\$1,508.67
	08-61B	\$1,498.85
	09-39B	\$1,228.03
	08-41B	\$5,710.56
		\$13,176.89
Does Not Match BWR	07-371M	\$918.93
	08-103P	\$3,273.14
	08-690M	\$3,991.63
	08-53G	\$2,592.35
	08-673M	\$1,639.95
	R08-79B	\$2,556.25
	08-90P	\$842.41
	09-23D	\$3,649.38
	09-400M	\$1,450.66
	08-461M	\$4,818.86
	08-225M	\$723.62
	08-484M	\$2,505.71
	08-102P	\$4,755.83
	09-07M	\$1,129.32
09-71B	\$1,683.82	
		\$36,531.86
Does Not Match BWR but Support Does	09-72B	\$1,234.99
	08-416M	\$950.14
	09-15B	\$1,702.14
		\$3,887.27
TOTAL		\$63,122.64

LEVERAGED FUNDS

Job #	Variance
438-35	\$398.19
446-35	\$695.99
576-35	\$70.50
716-35	\$274.49
161-35	\$532.20
137-35	\$11.99
013-35	\$71.79
160-35	\$32.99
168-35	\$83.79
148-35	\$415.00
433-35	\$946.19
626-35	\$361.20
016-35	\$20.99
134-35	\$647.69
164-35	\$628.19
477-35	\$561.00
715-35	\$290.92
Total	\$6,043.11

OTHER ISSUES - Hard Copy BWR Does Not Match Spreadsheet

Agency	Job #	Amount
MORPC	14838	\$935.19
		\$935.19
CAP Dayton	09-60B	\$495.00
	09-103B	\$6.95
	09-466M	\$55.75
	09-960M	\$62.70
	08-649M	\$93.76
	08-567M	\$154.87
	08-576M	\$9.25
	09-84M	\$55.75
	09-317M	\$29.00
	08-513M	\$55.75
	08-709M	\$55.75
	09-183M	\$38.25
	09-654M	\$22.75
		\$1,135.53
TOTAL		\$2,070.72

Supporting Documentation

Agency	Job #	Notes	Amount
MORPC	14261	no invoice from contractor - just work order	\$525.89
	13636	no invoice for heating unit material and labor; contractor invoice does not match BWR	\$513.89
	14545	no invoice for heating unit material and labor	\$250.08
	13962	contractor invoice does not match BWR	\$67.11
	14563	no invoices	\$1,634.58
	14393	no invoices for some BWR work	\$764.24
	14116	no invoices	\$1,787.82
		Total	\$5,543.61
CAP Dayton	08-53G	BWR higher than job cost report	\$111.50
	09-60B	BWR higher than job cost report	\$223.83
	08-416M	BWR higher than job cost report	\$55.75
	08-06D	BWR higher than job cost report	\$55.75
	09-15B	BWR higher than job cost report	\$55.75
	R09-13D	BWR higher than job cost report	\$55.75
	09-07M	BWR higher than job cost report	\$55.75
	09-14B	BWR does not match e-BWR or job cost report	\$107.21
	08-25M	no invoice for health & safety water heater	\$996.90
	09-961M	no invoice for health & safety	\$3,117.96
	09-448M	health & safety doubled on BWR - correct on e-BWR	\$2,900.00
	10-298M	invoice for water heater does not match BWR	\$1,303.90
	09-274M	health & safety short on BWR	-\$147.00
	09-314M	invoice for contractor materials does not match	\$1,911.00
	08-649M	contractor labor doubled on BWR	\$104.00
	09-49G	job cost report does not match BWR	\$85.73
	09-441M	no invoice for health & safety work	\$3,880.01
	09-123M	no invoice for health & safety work	\$2,950.00
	09-678M	no invoice for health & safety work	\$3,035.60
	09-453M	no invoice for health & safety work	\$3,871.88
	07-652M	no invoice for health & safety work	\$2,750.00
	09-19D	no invoice for health & safety work	\$1,050.57
	09-510M	no invoice for health & safety water heater	\$902.48
	10-405M	no invoice for health & safety work	\$1,355.23
	10-389M	no invoice for health & safety work	\$8,835.25
	08-49G	no invoice for contractor labor	\$1,500.00
	09-27M	no invoice for contractor work	\$1,640.00
	09-182M	double counted labor	\$64.00
	09-06G	contractor inv entered twice on BWR	\$351.00
	10-44M	no invoice for contractor or health & safety	\$1,192.75
	Total	\$44,372.55	

Timesheets

Job #	Hours
R08-544M	3.0
R09-352B	12.5
08-06D	3.0
09-23D	5.0
08-484M	8.0
09-163B	26.0
08-523M	11.0
09-24M	28.0
07-738M	22.0
07-715M	12.0
10-43G	30.0
09-268M	6.5
09-537M	18.0
08-458M	40.5
08-41G	14.0
R07-640M	6.0
09-183M	5.0
08-441M	15.0
Total	265.5