

2005

FY' 2005-2006 MSHA State Plan: Low Income Energy Assistance Program

Maine State Housing Authority

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MAINE STATE HOUSING AUTHORITY

STATE PLAN

**LOW INCOME HOME ENERGY ASSISTANCE
PROGRAM**

Public Law 97-35, As Amended

FY' 2005-2006



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Maine State Doc.

**Dale McCormick
DIRECTOR**

GRANTEE Maine State Housing Authority

Assurances

The State of Maine agrees to:

- (1) Use the funds available under this title to:
 - (A) Conduct outreach activities and provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, consistent with paragraph (5);
 - (B) Intervene in energy crisis situations;
 - (C) Provide low-cost residential weatherization and other cost-effective energy-related home repair; and
 - (D) Plan, develop, and administer the State's program under this title including leveraging programs, and the State agrees not to use such funds for any purposes other than those specified in this title;
- (2) Make payments under this title only with respect to:
 - (A) Households in which one or more individuals are receiving --
 - (i) assistance under the State Program funded under Part A of Title IV of the Social Security Act;
 - (ii) supplemental security income payments under Title XVI of the Social Security Act;
 - (iii) food stamps under the Food Stamp Act of 1977; or
 - (iv) payments under Section 415, 521, 541, or 542 of Title 38, United States Code, or under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - (B) Households with incomes which do not exceed the greater of:
 - (i) an amount equal to 150% of the poverty level for such State; or
 - (ii) an amount equal to 60% of the State median income;

except that a State may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110% of the poverty level for such

GRANTEE Maine State Housing Authority

State, but the State may give priority to those households with the highest home energy costs or needs in relation to household income.

- (3) Conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens, are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;
- (4) Coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under Subtitle B of Title VI (relating to community services block grant program), under the supplemental security income program, under Part A of Title IV of the Social Security Act, under Title XX of the Social Security Act, under the low-income weatherization assistance program under Title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;
- (5) Provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this Subsection;
- (6) To the extent it is necessary to designate local administrative agencies in order to carry out the purposes of this title, to give special consideration, in the designation of such agencies, to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance program or weatherization program under the Economic Opportunity Act of 1964 or any other provision of law on the day before the date of the enactment of this Act, except that--
 - (A) The State shall, before giving such special consideration, determine that the agency involved meets program and fiscal requirements established by the State; and
 - (B) If there is no such agency because of any change in the assistance furnished to programs for economically disadvantaged persons, then the State shall give special consideration in the designation of local administrative agencies to any successor agency which is operated in substantially the same manner as the predecessor agency which did receive funds for the fiscal year preceding the fiscal year for which the determination is made;
- (7) If the State chooses to pay home energy suppliers directly, establish procedures to:
 - (A) Notify each participating household of the amount of assistance paid on its behalf;

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- (B) Assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment made by the State under this Title;
 - (C) Assure that the home energy supplier will provide assurances that any agreement entered into with a home energy supplier under this paragraph will contain provisions to assure that no household receiving assistance under this Title will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements; and
 - (D) Ensure that the provision of vendor payments remains at the option of the State in consultation with local grantees and may be contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households, including providing for agreements between suppliers and individuals eligible for benefits under this Act that seek to reduce home energy costs, minimize the risks of home energy crisis, and encourage regular payments by individuals receiving financial assistance for home energy costs;
- (8) Provide assurances that:
- (A) The State will not exclude households described in clause (2)(B) of this subsection from receiving home energy assistance benefits under clause (2), and;
 - (B) The State will treat owners and renters equitably under the program assisted under this title;
- (9) Provide that:
- (A) The State may use for planning and administering the use of funds under this Title an amount not to exceed 10% of the funds payable to such State under this Title for a fiscal year and not transferred pursuant to Section 2604(f) for use under another block grant; and
 - (B) The State will pay from non-Federal sources the remaining costs of planning and administering the program assisted under this Title and will not use Federal funds for such remaining costs (except for the costs of the activities described in paragraph (16));
- (10) Provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal funds paid to the State under this Title, including procedures for monitoring the assistance provided under this Title, and provide that the State will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act");

GRANTEE Maine State Housing Authority

- (11) Permit and cooperate with Federal investigations undertaken in accordance with Section 2608;
 - (12) Provide for timely and meaningful public participation in the development of the plan described in Subsection (c);
 - (13) Provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under the plan described in Subsection c) are denied or are not acted upon with reasonable promptness; and
 - (14) Cooperate with the Secretary with respect to data collecting and reporting under Section 2610.
 - (15)* Beginning in fiscal year 1992, provide, in addition to such services as may be offered by State Departments of Public Welfare at the local level, outreach and intake functions for crisis situations and heating and cooling assistance that is administered by additional State and local governmental entities or community-based organizations (such as community action agencies, area agencies on aging and not-for-profit neighborhood-based organizations), and in States where such organizations do not administer functions as of September 30, 1991, preference in awarding grants or contracts for intake services shall be provided to those agencies that administer the low-income weatherization or energy crisis intervention programs.
- * This assurance is applicable only to States, and to territories whose annual regular LIHEAP allotments exceed \$200,000. Territories with annual allotments of \$200,000 or less and Indian tribes/tribal organizations are not subject to Assurance 15.**
- (16) Use up to 5% of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.

Certification to the Assurances: As Chief Executive Officer, I agree to comply with the sixteen assurances contained in Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended.* By signing these assurances, I also agree to abide by the standard assurances on lobbying, debarment and suspension, and a drug-free workplace.

Signature of the Tribal or Board Chairperson or Chief Executive Officer of the State or Territory.**

GRANTEE Maine State Housing Authority

Signature:


Dale McCormick

Title:

Director, Maine State Housing Authority

Date:

8-17-05

EIN: ***

010312916

- * Indian tribes/tribal organizations, and territories with annual regular LIHEAP allotments of \$200,000 or less, are not subject to assurance 15, and thus must only certify to 15 assurances.
- ** If a person other than the Chief Executive Officer of the State or territory or Tribal Chairperson or Board Chairperson of a tribal organization, is signing the certification to the assurances, a letter must be submitted delegating such authority. (PLEASE ATTACH DELEGATION AUTHORITY.) The delegation must include authority to sign the assurances, not just to administer the program.
- *** HHS needs the EIN (Entity Identification Number) of the State, territory or Tribal agency that is to receive the grant funds before it can issue the grant.

In the above assurances which are quoted from the law, "State", means the 50 States, the District of Columbia, an Indian Tribe or Tribal Organization, or a Territory; "title" of the Act refers to Title XXVI of the Omnibus Budget Reconciliation Act of 1981, (OBRA), as amended, the "Low-Income Home Energy Assistance Act"; "section" means Section 2605 of OBRA; and, "subsection" refers to Section 2605(b) of OBRA.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(a)

2605(b)(1)

Please check which components you will operate under the LIHEAP program: (Note: You must provide information for each component designated here as requested elsewhere in this plan.

			<u>Date of Operation</u>
(use of funds)	<u> X </u>	heating assistance	October 1, 2005 – April 30, 2006 (unless otherwise extended by MSHA)
	* <u> X </u>	cooling assistance	June 1, 2006 – September 30, 2006
	<u> X </u>	crisis assistance	October 1, 2005 – March 31, 2006
	<u> X </u>	weatherization assistance	October 1, 2005 – September 30, 2006

* Cooling is administered when emergency funds are provided for Cooling.

2605(c)(1)(C)

Please estimate what amount of available LIHEAP funds will be used for each component that you will operate: **The total of all percentages must add up to 100%.**

(use of funds)	<u> 70 </u> %	heating assistance
	<u> </u> %	cooling assistance
2605(k)(1)	<u> 1 </u> %	crisis assistance - A
	<u> 0 </u> %	crisis assistance - B
2605(b)(9)	<u> 15 </u> %	weatherization assistance
	<u> </u> %	carryover to the following fiscal year
2605(b)(16)	<u> 10 </u> %	administrative and planning costs
	<u> 4 </u> %	services to reduce home energy needs (see Other Benefits below) including needs assessment (assurance 16)
	<u> 0 </u> %	used to develop and implement leveraging activities (limited to the greater of .08% or \$35,000 for States, the greater of 2% or \$100 for territories, tribes and tribal organizations).
	<u> 100 </u> %	TOTAL

In the event that Maine's regular (or baseline) LIHEAP funding amount for the 2005-2006 Program Year is equal to or greater than the regular (or baseline) funding amount for the 2004-2005 Program Year, the amount of the total administration fees paid to Subgrantees in connection with the administration of LIHEAP for the 2005-2006 Program Year will remain the same as the total amount of administration fees paid to Subgrantees for administration of LIHEAP for the 2004-2005 Program Year (exclusive of

GRANTEE Maine State Housing Authority**statutory
reference**

administration fees paid to Subgrantees in connection with the payment and administration of supplemental benefits for the 2004-2005 Program Year). Subgrantees will not be paid any administration fees in connection with the administration of supplemental benefits for the 2005-2006 Program Year, unless Grantee requires that the Subgrantees assume additional duties in connection therewith. In the event that Maine's regular (or baseline) LIHEAP funding amount for the 2005-2006 Program Year is less than the regular (or baseline) funding amount allocated for the 2004-2005 Program Year Subgrantees will be paid total administration fees in accordance with the method utilized by the Grantee for the 2004-2005 Program Year, except that Subgrantees will not be paid any administrative fees in connection with the administration of supplemental benefits unless Grantee requires that the Subgrantees assume additional duties in connection therewith.

OTHER BENEFITS - Subgrantees will provide Outreach Services to designated sites and home visits for households that are elderly, disabled or unable to travel to the Subgrantees main office. Other benefits will be used to pay for the Subgrantee's costs associated with the taking of LIHEAP applications at the Outreach sites only, as well as providing additional services to the applicants, such as budget counseling, energy education, payment arrangement assistance, home visits, and intake. Other benefits (assurance 16) will not exceed 4% percent of the grant, with no more than 2% of the LIHEAP funds allocated to fund outreach activities by the Subgrantees as described above.

MSHA may also use up to 2% of the LIHEAP funds to pay accrued interest, at an estimated rate of 3%, on any MSHA funds advanced to participating qualified oil and/or kerosene (K-1) vendors choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option set forth in the attached Vendor Agreement (Oil and Kerosene) in order to assist them in securing lower-cost fuel supplies to fulfill their respective obligations to deliver home energy to eligible households. All funds advanced by MSHA will subsequently be credited to the accounts of eligible households by the participating oil and/or K-1 vendors. Further, all MSHA funds advanced by MSHA will only be advanced subject to, and in accordance with, the terms and conditions of the attached Vendor Agreement (Oil and Kerosene) to be executed by MSHA and each participating oil and/or K-1 vendor. Other benefits are not considered administrative costs, and therefore are not subject to the ten percent administrative limit.

Certification of the LIHEAP application and processing of a benefit will be charged to administrative costs. All processing of LIHEAP applications are subject to the ten percent administrative limit.

GRANTEE Maine State Housing Authority**statutory
reference**

If Emergency funds are released by HHS for cooling, benefits will be issued to households determined eligible in the current program year. Benefits will be based on the number of households and amount of funds available.

2605(c)(1)(C) The funds reserved for winter crisis assistance which have not been expended by March 31 will be reprogrammed to:

(assistance funds) X heating assistance
 cooling assistance
 weatherization assistance
 X other (specify): ECIP - Component B

Applications for energy crisis assistance are geographically accessible to all households in the area to be served.

2605(b)(2) What are your maximum eligibility limits? (Please check the
 2605(c)(1)(A) components to which they apply) Current year guidelines must be used.

(eligibility) X 150% of the poverty guidelines:
 heating X cooling crisis X wx X
 125% of the poverty guidelines:
 heating cooling crisis wx
 110% of the poverty guidelines:
 heating cooling crisis wx
 * X 55% of the State's median income:
 heating X cooling crisis X wx X
 Other (specify for each component)
 Households automatically eligible if one person is receiving
 TANF, SSI, Food stamps, Certain
 means-tested veterans programs (Heating Cooling
 Crisis Wx)

* Households with incomes up to 55% of HUD's State Median Income, which is equivalent to 170% of the HHS federal poverty guidelines, are eligible if a household member is deemed susceptible to hypothermia (elderly over age

GRANTEE Maine State Housing Authority**statutory
reference**

60, children under age 2, or having a medical condition that renders them vulnerable to hypothermia as documented by a doctor's note).

MSHA will determine eligibility based on the availability of federal funding for the Programs during each Program Year. If MSHA receives a base funding award for the Program during a Program Year in an amount sufficient to provide an average HEAP benefit equal to \$300 to all Households that are eligible for benefits pursuant to Section 2.B. of the MSHA Home Energy Assistance Program Rule, Chapter 24, as amended, as determined by MSHA, then the Subgrantee shall use the criteria set forth in Section 2.B. of the Rule to determine the eligibility of Applicants. However, if MSHA does not receive a base award in an amount sufficient to provide such benefits to all Households eligible for benefits under Section 2.B., then the eligibility criteria set forth in Section 2.C. of the Rule shall apply.

2605(c)(1)(A)
2605(b)(2)
(eligibility)

Do you have additional eligibility requirements for
Heating Assistance: X Yes No

Do you use:	<u>Yes</u>	<u>No</u>
Assets Test?	<u> </u>	<u> X </u>
Priority eligible groups: (List, if any)	<u> X </u>	<u> </u>
Households with direct heating costs.	<u> X </u>	<u> </u>
Elderly?	<u> X* </u>	<u> </u>
Disabled?	<u> X* </u>	<u> </u>
Young Children?	<u> X* </u>	<u> </u>
Other: (If yes, please describe)	<u> X </u>	<u> </u>

A one month priority application period is provided for households who have a direct heating cost, who are hypothermia susceptible.

* Priority is given to those groups that have a direct heating cost.

Subsidized housing tenants with heat included in their rent are eligible for a HEAP benefit in an amount not to exceed \$5.00, which is the total amount

GRANTEE Maine State Housing Authority**statutory
reference**

of HEAP benefit payable to such persons for all future heating seasons until September 30, 2011.

Subgrantees may begin taking applications as early as July 1st of each year but shall commence taking applications no later than either October 1st of each year or the date of receipt of funds from the federal agency, whichever comes first.

Subgrantees will provide in their workplans and budgets, their process for administering the program including intake and outreach services, certification, and benefit determination process.

2605(c)(1)(A)
2605(b)(2)
(eligibility)

Do you have additional eligibility requirements for:
Cooling Assistance: Yes X No

AS DESCRIBED ON PAGE 7, SECTION 2605 (c)(1)(A)

	<u>Yes</u>	<u>No</u>
Do you use:		
Assets test?	<u> </u>	<u> X </u>
Priority eligible groups? (List, if any)	<u> </u>	<u> X </u>
Elderly?	<u> </u>	<u> X </u>
Disabled?	<u> </u>	<u> X </u>
Young children?	<u> </u>	<u> X </u>
Other: (If yes, please describe)	<u> </u>	<u> X </u>

GRANTEE Maine State Housing Authority**statutory
reference**

2604(c)

The grantee has set the following additional eligibility requirements
for Crisis Assistance:

2605(c)(1)(A)

(eligibility)

Do you use:

Yes No

Assets test?

 X

Must the household have received a shut-
off notice or have an empty tank?
(tank may be 1/4 full)

 X

Must the household have exhausted
regular benefit?

 X

Must the household have received a rent
eviction notice?

 X

Must heating/cooling be medically
necessary?

 X

Other:

What constitutes a crisis? (Please describe)

Households must be in an emergency energy crisis situation for Component A and homeowners must have an energy crisis for Component B, such as weather-related supply shortage emergencies and other household energy-related emergencies which does or will pose a threat to the health and safety of a member of the household.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(c)(1)(A)

(eligibility)

The grantee has set the following additional eligibility requirements for Weatherization:

Do you use: Yes No

Assets test? X

Priority groups? (Please list) X

As described below under DOE.

Are you using Department of Energy (DOE), Low Income Weatherization Assistance Program (LIWAP) rules?

X

Are there exceptions to DOE rules?

If yes, please list below.

 X

In addition, the subgrantee establishes priorities in the following order in selecting income-eligible households for Weatherization services:

1. Households which are eligible for fuel assistance benefits and which include a household member who is:
 - a. Elderly;
 - b. Handicapped; or
 - c. Under 24 months of age.
2. Households which consume the highest amounts of energy per square foot of living space, thereby indicating the highest potential energy inefficiency.
3. Households where there are opportunities to leverage funds for providing weatherization services.
4. All other households which are eligible for fuel assistance benefits.

Subgrantees will address these priorities while serving their eligible population; by attempting to correlate services with the percentages of elderly, handicapped, children under 24 months of age and renters with heat included represented by their service area population.

GRANTEE Maine State Housing Authority**statutory
reference**2605(b)(3)
2604(c)(3)(A)

(outreach)

The grantee conducts the following outreach activities designed to assure that eligible households are made aware of all LIHEAP assistance available:

- X provide intake service through home visits or by telephone for the physically infirm (i.e. elderly or disabled).
- X place posters/flyers in local and county social service offices, offices of aging, social security offices, VA, etc.
- X publish articles in local newspapers or broadcast media announcements.
- X include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.
- X make mass mailing to past recipients of LIHEAP.
- X inform low income applicants of the availability of all types of LIHEAP assistance at application intake for other low-income programs.
- X utilize early application period at the beginning of the program for the elderly and disabled with a direct energy cost.
- X accept applications for energy crisis at sites that are geographically accessible to all households in the area to be served.
- X execute interagency agreements with other low-income program offices to perform outreach to target groups.
- X other (Please specify):

Each subgrantee develops and provides additional services and benefits for LIHEAP clients from various private agencies. Many of these agencies are unique to a particular area and benefits range from transportation to an appointment for intake to actual blankets or fuel. These referrals and other services are examples of those referred to as Other Benefits on Pages 6 & 7.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(4)

Please describe how the grantee will assure that LIHEAP is coordinated with similar and related programs. The description provided applies to all components unless specifically noted.

(coordination)

The subgrantees coordinate LIHEAP with the following programs: Social Security, TANF, Low-Income Weatherization, Maine Job Training System, State and local energy programs, Low Income Assistance Plan (LIAP), local municipalities, utility companies, and other public and/or private association, as outlined in the Leveraging Activities (2607A). Included but not limited to Home Repair Programs, Temporary Homeless Assistance Program, Homeless Shelters, the Alpha I Home Improvement Program, and the PUC Appliance Replacement Program and all REACH projects.

Maine's program strength is its ability to provide these strong linkages.

2605(b)(5)

2605(b)(2)

2605(b)(8)(A)

Describe how the grantee will assure that income eligible households will not be treated differently than categorically eligible households when determining eligibility and benefit amounts. This applies to all components unless specifically noted below.

(benefit levels)

Both non-categorically eligible and categorically eligible households will be treated the same when determining benefit amounts. The benefit amounts of an eligible household are determined by actual consumption for the heating season of the prior Program Year, or by the Design Heat Load Calculation formula as set forth below under Section 2605(c)(1)(B).

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(5)
(determination
of benefits)

Heating Component

Please check the variables you use to determine your benefits levels:

- | | |
|---------------|--|
| <u> X </u> | income |
| <u> X </u> | family (household) size |
| <u> X </u> | home energy cost |
| <u> X </u> | fuel type |
| <u> X </u> | climate/region |
| <u> X </u> | individual bill |
| <u> X </u> | dwelling type |
| <u> X </u> | energy burden (% of income spent on home energy) |
| <u> X </u> | energy need |
| <u> </u> | other (describe) |

GRANTEE Maine State Housing Authority**statutory
reference**2605(b)(5)
2605(c)(1)(B)

Please describe how the grantee will assure that the highest benefits go to households with the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size. Please describe benefit levels or attach a copy of your payment matrix.

(benefit levels)

Maine uses a tiered benefit calculation that assures the highest benefits go to households with the highest heating energy costs and the lowest income. The calculation takes into account estimated or actual household heating energy costs, household income, family size, and susceptibility to hypothermia as set forth in Chapter 24 of MSHA's Rules.

Subgrantees are directed to utilize the eligible household's actual fuel consumption data collected directly from energy vendors, or the Design Heat Load Calculation formula to estimate each eligible household's annual heating costs in accordance with the MSHA Home Energy Assistance Program Rule, Chapter 24, as amended which Rule is hereby incorporated herein by reference and the 2005/2006 Home Energy Assistance Program (HEAP), Program and Fiscal Handbook, as amended.

The grantee provides in-kind (e.g., blankets, space heaters) and/or other forms of benefits as follows:

 X Yes No If yes, please describe.

- a. Free local intake sites
- b. Extensive use of volunteers
- c. Coordination with utility benefits
- d. Private contributions in conjunction with LIHEAP

GRANTEE Maine State Housing Authority**statutory
reference**2605(b)(5)
2605(c)(1)(B)**Cooling Component**

Please check the variables you use to determine your benefit levels:

If Emergency funds are issued to Maine for cooling, benefits will be determined based on Emergency funds available and previously determined eligible fuel assistance households.

(benefit
determination)

<input type="checkbox"/>	income
<input type="checkbox"/>	family (household) size
<input type="checkbox"/>	home energy cost
<input type="checkbox"/>	fuel type
<input type="checkbox"/>	climate/region
<input type="checkbox"/>	individual bill
<input type="checkbox"/>	dwelling type
<input type="checkbox"/>	energy burden (% of income spent on home energy)
<input type="checkbox"/>	energy need
<input checked="" type="checkbox"/>	other (describe)

Benefits will be issued to households determined eligible in the previous heating season depending on the availability of benefits. Benefits will be based on the number of households and amount of funds available.

2605(b)(5)
2605(c)(1)(B)

Please describe how the grantee will assure that the highest benefits go to households with the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size. Please describe benefit levels or attach a copy of your payment matrix.

As Described on Page 16, Section 2605 (c)(1)(B)

(benefit
levels)

Do you provide in-kind (e.g., fans) and/or other forms of benefits?

☐ Yes ☒ No If yes, please describe.

GRANTEE Maine State Housing Authority**statutory
reference**2605(b)(5)
2605(c)(1)(B)Crisis (ECIP) Component A

Do you have a separate crisis component?

Yes X No (benefit
determination)

How do you determine crisis assistance benefits?

Beginning October 1st through March 31st, up to \$200 for emergency home heating fuel deliveries, utility emergencies, or emergency heating system repairs.

 \$ 200 amount to resolve crisis, up to maximum other (describe)

Do you provide crisis assistance through fast track handling under your LIHEAP heating/cooling program?

 X Yes NoIf no, how do you handle crisis situations?

(benefit levels)

Please indicate maximum benefit for each type of crisis assistance offered.

 X Heating \$200 maximum benefit Cooling maximum benefit X Year-round \$200 maximum benefit

Do you provide in-kind (e.g., blankets, space heaters, fans) and/or other forms of benefits?

 Yes X No If yes, please describe.

GRANTEE Maine State Housing Authority**statutory
reference**2605(b)(5)
2605(c)(1)(B)**Crisis (ECIP) Component B - Home Owners**(benefit
determination)**How do you determine crisis assistance benefits?**

Beginning October 1 through September 30, grantee may choose to authorize up to \$2500 per household for emergency health and safety issues, for home heating system repair or replacement that poses a threat to the household. Determination to be made on a case by case basis. Applications must be taken during the current program year to be eligible for assistance under ECIP B.

 \$2500 amount to resolve crisis, up to maximum other (describe)**Do you provide crisis assistance through fast track handling under your LIHEAP heating/cooling program?** X Yes No

Assessments of the health and safety issues are determined and targeted to meet the individual need of homeowners, within a 24 hour period.

(benefit levels)

Please indicate maximum benefit for each type of crisis assistance offered. X Heating/repairs \$2500 maximum benefit Cooling maximum benefit X Year-round \$2500 maximum benefit**Do you provide in-kind (e.g., blankets, space heaters, fans) and/or other forms of benefits?** Yes X No**If yes, please describe.**

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(5)

**WEATHERIZATION & OTHER ENERGY RELATED HOME
REPAIR AND IMPROVEMENTS:**2605(c)(1)
(B)&(D)What LIHEAP weatherization services/materials do you provide?
(Check all categories that apply.)

- ☒ Weatherization Needs assessments/audits.
☒ Caulking, insulation, storm windows, etc.
☒ Furnace/heating system modifications/repairs
☒ Furnace replacement
☐ Cooling efficiency mods/repairs/replacement
☒ Other (Please describe).

Residential Energy Assistance Challenge Option Program (REACH) to
reduce electric energy consumption in low-income households.Do you have a maximum LIHEAP weatherization benefit/expenditure
per household? ☒ Yes ☐ No

Currently, the benefit averages approximately \$2,744 per unit.

If yes, what is the maximum amount? \$2,744Under what rules do you administer LIHEAP weatherization? (check
only one.)

- ☐ Entirely under LIHEAP (not DOE) rules
☒ Entirely under DOE LIWAP rules
☐ Mostly under LIHEAP rules with the following DOE
 LIWAP rule(s) where LIHEAP and LIWAP rules differ
 (Check all that apply):

- ☒ Weatherize building if at least 66% of units (50% in 2
 & 4-unit buildings) are eligible units or will become
 eligible within 180 days, with DOE funds. (LIHEAP
 funds can only be used for eligible clients in the
 apartments.)

GRANTEE Maine State Housing Authority**statutory
reference**

☐ * Weatherize shelters temporarily housing primarily low income persons (excluding nursing homes, prisons, and similar institutional care facilities).

* not considered residential under LIHEAP therefore LIHEAP is not used on shelters.

☐ Other (Please describe)

☐ Mostly under DOE LIWAP rules, with the following LIHEAP rule(s) where LIHEAP and LIWAP rules differ (Check all that apply.)

☐ Weatherization not subject to DOE LIWAP maximum statewide average cost per dwelling unit.

☐ Other (Please describe.)

2605(b)(6)

The state administers LIHEAP through the following local agencies:

(agency
designation)

- ☐ county welfare offices
- ☒ community action agencies (weatherization)
- ☒ community action agencies (heating, cooling or crisis)
- ☐ charitable organizations
- ☐ not applicable (i.e., state energy office)
- ☐ other, describe

Have you changed local administering agencies from last year?

Yes ☐ No ☒

If yes, please describe how you selected them.

What components are affected by the change?

GRANTEE Maine State Housing Authority**statutory
reference**

2605(c)(1)(E)

Please describe any additional steps that will be taken to target assistance to households with high home energy burdens. (This applies to all components. If all steps to target households with high home energy burdens are described elsewhere in the plan, no further information is required here.)

(targeting of
assistance)

1. Target weatherization to homes with high heating cost per square foot determined through the Statewide LIHEAP Database.
2. Repair/replace inefficient heating systems.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(7)

Do you make payments directly to home energy suppliers?

(energy
suppliers)Heating X Yes NoCooling Yes NoCrisis X Yes No

Are there exceptions? If so, please describe.

MSHA will be responsible for the payment of benefits under LIHEAP and the Energy Crisis Intervention Program (ECIP), including the direct payment of benefits to all participating fuel and energy vendors with Vendor Agreements with MSHA.

MSHA may issue a direct check to LIHEAP recipients who do not have a designated vendor to service their area. MSHA will issue benefits on behalf of an eligible household to the electric utility if the recipient's request it and the benefit can not be used for their primary heating source and the eligible household is responsible for their electric utility bill. LIHEAP benefits cannot be counted to determine or to decrease an eligible applicant's LIAP benefit. Benefits will be determined based on the primary heating source.

Subgrantees will continue to be responsible for outreach, application intake, eligibility certification, benefit determination for energy and fuel assistance and ECIP – A. Subgrantees will also continue to generate and mail denial notices, fuel assistance vouchers, and purchase orders for wood and ECIP - A benefits to eligible households and participating vendors.

MSHA also intends to make certain prepayments to participating qualified oil and/or K-1 vendors choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option set forth in the attached Vendor Agreement (Oil and Kerosene), in order to assist participating qualified oil and/or K-1 vendors in securing lower-cost fuel supplies to fulfill their respective obligations to deliver home energy to eligible households. Any funds advanced by MSHA will be subject to, and made in accordance with, the terms and conditions of the Vendor Agreement (Oil and Kerosene) between the participating oil and/or K-1 vendor and MSHA. All funds advanced by MSHA will subsequently be credited to the accounts of eligible households by the participating oil and/or K-1 vendors.

MSHA will make an initial prepayment to vendors choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option set forth in the attached Vendor Agreement (Oil and Kerosene) within fifteen (15)

GRANTEE Maine State Housing Authority**statutory
reference**

business days of the later of (i) the date that the Authority receives the executed Vendor Agreement (Oil and Kerosene) or (ii) the HHS Approval Date in order to assist qualified participating vendors in fulfilling their respective obligations to deliver Home Energy. The amount of each initial prepayment will be approximately 50% of the LIHEAP payments made to the participating qualified oil and/or K-1 vendor in the prior Program Year. Subject to MSHA's receipt of LIHEAP funds from the federal government, MSHA will also make a second prepayment on or before November 30, 2005, to participating qualified oil and/or K-1 vendors choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option with a Vendor Agreement with MSHA (Oil and Kerosene). The amount of the second prepayment will be approximately 25% of the LIHEAP payments made to each participating qualified oil and/or K-1 vendor in the prior Program Year. Remaining benefits for eligible households will be paid to participating qualified oil and/or K-1 vendors as each household is determined eligible. All payments to participating oil and/or K-1 vendors will be subject to, and made in accordance with, the terms and conditions of the Vendor Agreement (Oil and Kerosene) to be executed by MSHA and each participating oil and/or K-1 vendor.

MSHA will make the initial payments to participating qualified oil and K-1 vendors choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option with MSHA funds (and possibly pre-committed LIHEAP funds). The MSHA funds will be repaid to MSHA with LIHEAP funds when they become available for the 2005/2006 Program Year with interest, at a rate estimated to be 3%, from the date the payments are advanced through repayment. Any interest accruing on the MSHA funds will be paid from the portion of LIHEAP funds allocated for payment of Other Benefits in accordance with Assurance 16.

All participating fuel and energy vendors must agree that the price for home energy deliveries paid for with LIHEAP benefits will not exceed the maximum delivery price as set forth in the attached form Vendor Agreements (Vendor Agreement (Oil and Kerosene) and Vendor Agreement (Propane, Electricity, Natural Gas and Coal)) to be executed by MSHA and each participating vendor. Notwithstanding the foregoing, wood vendors must agree that the price for wood fuel deliveries paid for with LIHEAP benefits will not exceed the market price as set forth in the attached form Vendor Agreement (Wood Fuel Dealers) to be executed by MSHA and each participating wood vendor.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(7)(A) If you make payments directly to home energy suppliers, how do you notify the client of the amount of assistance paid? (Please describe)

HEAP - The subgrantee will notify each household within ten working days of the date of certification, and will notify the household that payment has been made by sending the client a copy of the voucher. When program funds are unavailable, payment must be made within ten working days of receipt of additional funds.

2605(b)(7)(B) & (C) How do you make sure the home energy supplier performs what is required in this assurance? If vendor agreements are used, they may be attached. Indicate each component for which this description applies.

Through Vendor Agreements, annual reports provided by all contracted vendors, and on-site monitoring. Vendor Agreements (Vendor Agreement (Oil and Kerosene), Vendor Agreement (Propane, Electricity, Natural Gas and Coal) and Vendor Agreement (Wood Fuel)) attached hereto and incorporated herein.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(8)(B)

Is there any difference in the way owners and renters are treated? If yes, please describe.

(owners and
renters)

Heating Assistance:

___ Yes X No

Cooling Assistance:

___ Yes X No

Crisis Assistance A:

___ Yes X No

Crisis Assistance B:

___ Yes ___ No (Crisis B is for homeowners only)

Weatherization:

___ Yes X No

2605(b)(10)

(program, fiscal
monitoring, and
audit)

How do you ensure good fiscal accounting and tracking? (Please describe. Include a description of how you monitor fiscal activities.)

State rules and regulations with respect to HEAP/ECIP, HEAP WX and CHIP. An on-site annual review of each Subgrantee will be conducted by MSHA and include an examination of each Subgrantees' A133 Federal Compliance Audit. Additional on-site reviews may be required in the event MSHA identifies any compliance concerns with individual Subgrantees. Agencies without compliance concerns may be reviewed by MSHA bi-annually, in its discretion.

How do you monitor program activities? (Please be sure to include a description of how you monitor eligibility and benefit determination.)

On-site program monitoring will begin at the start of the program year and include two to three on-site visits throughout the program year. Each on-site

GRANTEE Maine State Housing Authority**statutory
reference**

visit will include an entrance and exit interview. Monitoring of each agency will include reviewing the previous monitoring report, analyzing the data submitted by each Subgrantee to determine income eligibility, benefit determination and program compliance. Additional on-site monitoring will be conducted if any compliance concerns are identified by MSHA, as necessary.

Monitoring of energy suppliers will be conducted through our database, the tracking of vendor payments, annual vendor reports, and on-site monitoring.

Maine State Housing Authority will issue to the sub-grantee a written report containing all findings following each on site monitoring visit. The report will establish a reasonable time period for comment by the sub-grantee. Upon review and consideration of any comments, MSHA will so notify the sub-grantee in writing of all required corrective action and the time period for conformance.

Upon request from the sub-grantee, Maine State Housing Authority will provide technical assistance in all areas needing corrective action.

Failure to take corrective action will result in a Notice of Termination, which will state the cause and effective date of the termination.

**How is your LIHEAP program audited? Under the Single Audit Act?
If not, describe:**

 X Yes No

Audit – A Compliance and fiscal audit is conducted annually by an independent auditor and shall be conducted in accordance with the Comptroller General's Standards for Audit of Governmental Organizations, Programs, Activities and Functions and A-133.

States:

Do you conduct an annual audit of local administering agencies?

 X Yes No

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(12)

Please describe how the grantee will get timely and meaningful public participation in the development of the plan. (Please describe)

(timely and
meaningful
public
participation)

The Maine State Housing Authority has arranged several meetings with our subgrantees and other interested public and private agencies to ensure that all interested parties will have an adequate opportunity to provide input on the HEAP program.

We published a notice of Public Hearing to receive public comment on the proposed State Plan on June 29, 2005. Written comments were also accepted through July 29, 2005. Copies of our draft State Plan have been mailed to all interested parties prior to the public hearing.

2605(a)(2)

Did you conduct public hearings on the proposed use and distribution of your LIHEAP funds? When and where? (Not required for Tribes and tribal organizations)

(public hearings)

The grantee held a public hearing for the proposed use and distribution of LIHEAP on July 29, 2005.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(13)

Describe your fair hearing procedures for households whose applications are denied or not acted on in a timely manner. When are applicants informed of these rights?

(fair hearings)

FAIR HEARINGS -- HEAP, ECIP, CHIP/WEATHERIZATION

Fair hearings for LIHEAP, ECIP, CHIP and Weatherization will be conducted by the Maine State Housing Authority, in accordance with the Maine Administrative Procedures Act, Title 5, Chapter 375, upon request of any household in accordance with the Maine State Housing Authority, Home Energy Assistance Program Rule, Chapter 24, as amended.

Applicants are notified of their fair hearing rights at the time of application and through the benefit determination process. Once determination has been completed applicants are notified if they are eligible or not. Fair hearing rights information is provided to the applicant not only on the application form, but also on the payment voucher, as applicable. Applicants who are not eligible for a benefit will receive a denial notice containing a form to request a fair hearing. (See Attached Denial Form)

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(15)

For States and Puerto Rico only (not applicable to Tribes, or to territories whose annual regular LIHEAP allotments are \$200,000 or less): Does the State agency that administers the following LIHEAP component also administer the State's welfare program?

(alternate outreach
and intake)

Heating Assistance

☐ yes
☒ no

If yes, describe alternate process for outreach and intake:

Cooling Assistance

☐ yes
☒ no

N/A

If yes, describe alternate process for outreach and intake:

Crisis Assistance

☐ yes
☒ no

If yes, describe alternate process for outreach and intake:

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b)(16)

Do you use LIHEAP funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance? (This assurance refers to activities such as needs assessments, counseling, and assistance with energy vendors.)

 X Yes No

If yes, how do you ensure that you don't use more than 5% of your LIHEAP funds - statutory ceiling - for these activities?

No more than two percent (2%) of our LIHEAP funds will be used for purposes such as outreach services, budget counseling, needs assessments, home energy education and referrals (as outlined on Page (6)).

The above limit will be enforced by our budget review and approval process combined with onsite fiscal monitoring.

The "Other Assistance or Benefits" category will be maintained as a separate category from administration and fuel assistance vendor benefits for budgeting and reporting purposes. This category will also be defined in our subgrant agreements and contractually limited by that document.

We will also provide extensive training on this category of assistance at our summer subgrantee training sessions.

Any costs incurred in excess of the two percent (2%) limitation by Subgrantees for the above activities must be borne by other funds.

MSHA may also use up to 2% of the LIHEAP funds to pay interest, at a rate estimated to be 3%, accruing on any MSHA funds advanced by MSHA to each participating qualified oil and/or K-1 vendor choosing the Cap Price Plan pricing option or the Discounted Cash Price pricing option with a Vendor Agreement (Oil and Kerosene) with MSHA, in order to assist participating qualified oil and/or K-1 vendors in securing lower-cost fuel supplies to fulfill their respective obligations to deliver home energy to eligible households.

GRANTEE Maine State Housing Authority**statutory
reference**

2607A

Please describe leveraging activities planned for the fiscal year. Complete this entry if you plan to apply for LIHEAP leveraging incentive funds and to include in your leveraging report resources/benefits provided to low income households this fiscal year under criterion (iii) in 45 CFR 96.87(d)(2). Provide the following information for each: (This entry is optional.*)

- (1) Identify and describe each resources/benefit;
- (2) Identify the source(s) of each resource; and
- (3) Describe the integration/coordination of each resource/benefit with the LIHEAP program, consistent with 1 or more of conditions A-H in 45 CFR 96.87(d)(2)(iii).

* Leveraged resources/benefits that are counted under criterion (iii) in 45 CFR 96.87(d)(2) must be identified and described in the grantee's LIHEAP plan and distributed as indicated in the plan. In addition, leveraging resources/benefits that are counted under criterion (ii) must be carried out under one or more components of the grantee's regular LIHEAP program.

Maine's public utility companies offer discount rates and a variety of other benefits to our LIHEAP clients. These programs are targeted to low income clients, using LIHEAP eligibility, and are provided by individual companies in their specific service areas. Examples of these are discount prices, water tank wraps* and debt forgiveness. While companies may modify their programs from year to year, LIHEAP participants are consistently targeted. These programs are coordinated through the utility companies and our eleven subgrantees.

* Tank Wraps are: lowering the temperatures on the hot water heaters and wrapping them in an insulation blanket to save energy and money.

Our subgrantees also organize and coordinate local church groups and other local organizations to provide such benefits as donated materials and volunteer labor for Weatherization measures. These efforts are targeted exclusively to LIHEAP recipients.

GRANTEE Maine State Housing Authority**statutory
reference**

Project Santa and the American Red Cross also provide benefits to LIHEAP clients through our subgrantees. These benefits are generally blankets, sleepers, snow suits, sweaters, sweatsuits, nightclothes, etc., all of which are designed to improve the living conditions and lessen heating costs for the recipients. Our subgrantees ensure that all LIHEAP clients are made aware of these benefits and receive them if they so desire. These benefits are provided exclusively to LIHEAP recipients.

Ingraham Volunteers also works through our subgrantees to provide additional funds specifically for home heating fuel to LIHEAP clients who have received our Fuel Assistance benefits, but that still have an unanswered need for more assistance. The funds are provided through local fund raising and donations to Ingraham Volunteers.

Maine's Public Utilities Commission (PUC) is providing \$2,000,000 to replace inefficient appliances for LIHEAP households.

Finally, all participating Maine oil and K-1 vendors provide home heating fuel to our LIHEAP clients at a capped, discounted price and/or cash price. The terms and conditions related to the capped, discounted price and/or capped price are set forth in the Grantee's Vendor Agreements (Vendor Agreement (Oil and Kerosene), Vendor Agreement (Propane, Electricity, Natural Gas and Coal) and Vendor Agreement (Wood Fuel)).

The subgrantees (eleven Community Action Agencies) appropriate the resources/benefits for distribution to low income households as supplements and/or alternatives to the Grantee's LIHEAP program. The resources/benefits are integrated and coordinated with the subgrantee's LIHEAP program. The resources supplement LIHEAP assistance that was not sufficient to meet households home energy needs. The type and amount of assistance provided by the resource is directly affected by the LIHEAP assistance received by the households. These resources include Maine's Public Utility Companies, local church groups, the eleven subgrantees, local organizations (Ingraham Volunteers, etc.), in-kind donations, Project Santa, American Red Cross, Fuel Vendors (oil dealers), and THAP.

Leveraging funds received as an award based on previous leveraging efforts are included in this State Plan.

GRANTEE Maine State Housing Authority**statutory
reference**

2605(b) Please describe performance goals and measures planned for the fiscal year.

(This entry is optional.)

(performance

goals and measures) Maine will continue to focus program results for the upcoming year in the following areas:

- Provide fuel assistance benefits to 45,000 households.
- Provide the highest benefits to those with a combination of the highest energy consumption and the lowest incomes. Use actual energy consumption data and income data gathered through reports to determine if the design heat load formula is ensuring that the highest benefit is going to those with the highest consumption and lowest income.
- Put a priority on those most susceptible to hypothermia (elderly, those with special needs, and families with children under the age of 24 months) by processing their applications before all others in the first month of the program year.
- Make a reasonable and good-faith effort to conduct outreach activities for, and process and serve, any eligible household, which is the recipient of benefits for wood fuel within ninety (90) days of the commencement of the program year.
- Provide the most effective use of program funds by setting aside the maximum amount allowed to provide long term weatherization benefits to high energy users.
- Serve 500 households with weatherization benefits.
- Implement a comprehensive, statewide database that enhances program planning and empowers the targeting of benefits to families with the greatest need.

GRANTEE Maine State Housing Authority**statutory
reference**

Maine's Grantee and Subgrantees have reached consensus that the following needs to be added to our Performance Goals to better codify the desired outcomes. Maine will be collecting the needed information in the statewide LIHEAP database. This will allow Maine to measure the results of the targets set forth in the FY2005/2006 LIHEAP Program. A report will be submitted annually to all interested parties representing the final results.

Outcome Statement:

All of the 40,000 eligible households at or below 150% of Federal Poverty served with Fuel Assistance will reduce their energy burden by at least 3%.

- Lower heating cost
- Lower Energy Consumption
- Improve health, safety and affordability
- Improve self-sufficiency
- Make informed choices for Utility Suppliers
- Provide Energy Education and Counseling

CUSTOMERS and TARGETS:

50,000 households that apply for fuel assistance, households will achieve the following in Federal Program Year 2005/2006.

- 50,000 households will complete a LIHEAP Application in FY 2005/2006.
- 45,000 households will be determined eligible for fuel assistance in 2005/2006.
- 35,000 household benefits will be issued based on actual consumption from the previous winter season and will reduce their energy burden by at least 30%.
- A minimum of 500 households will improve health, safety and affordability in their homes.
- 100 households will achieve energy self-sufficiency.

TRACKING and VERIFICATIONS

50,000 households will complete a LIHEAP application, provides all documentation.

45,000 households will be determined income eligible and receive assistance lowering the household's energy burden.

GRANTEE Maine State Housing Authority**statutory
reference**

35,000 households will receive a benefit based on actual consumption collected from fuel vendors and equal to 30% of their cost.

500 households will receive weatherization services to reduce energy consumption by 40%, improve the health and safety in their homes as well as replace dangerous or inoperable heating systems. This will be monitored and data collected to verify the energy saving and affordability.

100 households will no longer need LIHEAP as a result of receiving energy education, budget counseling, and weatherization services.

LIHEAP and WEATHERIZATION POVERTY GUIDELINES

2005 - 2006

FAMILY SIZE	75%			125%			150%			170%		
	1 MONTH	3 MONTHS	12 MONTHS	1 MONTH	3 MONTHS	12 MONTHS	1 MONTH	3 MONTHS	12 MONTHS	1 MONTH	3 MONTHS	12 MONTHS
1	598	1,794	7,178	997	2,991	11,963	1,196	3,589	14,355	1,356	4,067	16,269
2	802	2,406	9,623	1,336	4,009	16,038	1,604	4,811	19,245	1,818	5,453	21,811
3	1,006	3,017	12,068	1,676	5,028	20,113	2,011	6,034	24,135	2,279	6,838	27,353
4	1,209	3,628	14,513	2,016	6,047	24,188	2,419	7,256	29,025	2,741	8,224	32,895
5	1,413	4,239	16,958	2,355	7,066	28,263	2,826	8,479	33,915	3,203	9,609	38,437
6	1,617	4,851	19,403	2,695	8,084	32,338	3,234	9,701	38,805	3,665	10,995	43,979
7	1,821	5,462	21,848	3,034	9,103	36,413	3,641	10,924	43,695	4,127	12,380	49,521
8	2,024	6,073	24,293	3,374	10,122	40,488	4,049	12,146	48,585	4,589	13,766	55,063

FOR EACH ADDITIONAL FAMILY MEMBER ADD:

204	611	2,445	340	1,019	4,075	408	1,223	4,890	462	1,386	5,542
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ALL NUMBERS ARE DERIVATIVES OF 100% OF POVERTY FOR TWELVE (12) MONTHS.

for households with 8 or more persons, HHS 100% Poverty level adds \$3,260 for each additional member

MAINE STATE HOUSING AUTHORITY

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM &
ENERGY CRISIS INTERVENTION PROGRAM

VENDOR AGREEMENT
(OIL AND KEROSENE)

1. **PARTIES TO AGREEMENT.**

- A. Agreement. The Maine State Housing Authority, a public body, corporate and politic, and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine (hereinafter the "Authority") and

_____ with its offices at

(Street Address)

(P.O. Box, if any)

(Town or City, State, and Zip Code)

(Phone #)

(hereinafter the "Supplier") hereby agree that the Supplier will deliver Home Energy to Eligible Households receiving LIHEAP benefits and that the Authority will pay the Supplier for deliveries of Home Energy in accordance with the terms and conditions of this Agreement ("Agreement").

- B. Taxpayer Identification Number. Supplier's federal income taxation Taxpayer Identification Number is _____.

2. **DEFINITIONS.**

As used in this Agreement, the following terms have the following meanings:

- A. "Benefit Return Form" means the form prescribed or accepted by the Authority that requests the return of all or some part of a payment made to the Supplier under this Agreement, attached hereto as Exhibit II and incorporated herein by reference, as may be revised from time to time by the Authority.
- B. "Cap Price" has the meaning set forth in Section 5.C.1 of this Agreement.
- C. "Cap Price Plan" has the meaning set forth in Section 5.C.1 of this Agreement.
- D. "Cash Price" means the amount Supplier charges for Home Energy if paid for at the time of delivery.
- E. "Discounted Cash Price" has the meaning set forth in Section 5.C.2 of this Agreement.
- F. "ECIP" means the Energy Crisis Intervention Program.

- G. "Eligible Household" shall have the same meaning as set forth in the Rule.
- H. "Home Energy" means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is either oil or kerosene.
- I. "Initial Payment" has the meaning set forth in Section 6.A of this Agreement.
- J. "LIHEAP" means Low Income Home Energy Assistance Program.
- K. "Maximum Delivery Price" has the meaning set forth in Sections 5.E 1, 5.E.2, and 5.E.3 of this Agreement, as applicable.
- L. "Purchase Order" means the document issued by the Authority or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the type of ECIP benefit to be delivered to the Eligible Household, and the amount of ECIP benefit spent on the Eligible Household or credited to its customer account.
- M. "Records" means any of the Supplier's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under LIHEAP or ECIP.
- N. "Rule" means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.
- O. "Second Payment" has the meaning set forth in Section 6.B of this Agreement.
- P. "Sub-grantee" means a public or private nonprofit agency, or municipality, selected by the Authority to operate and administer LIHEAP and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.
- Q. "Supplier" means the individual or entity, identified as such in Section 1 of this Agreement, who supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.
- R. "Vendor Reimbursement Request Form" means the form prescribed or accepted by the Authority that authorizes payment to Supplier pursuant to Section 8 of this Agreement, attached hereto as Exhibit I and incorporated herein by reference, as may be revised from time to time by the Authority.
- S. "Voucher/Benefit Notice" means the document issued by the Authority or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under LIHEAP. At a minimum, the Voucher/Benefit Notice shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of LIHEAP benefit, including but not limited to the portion of the Initial Payment or the Second Payment (each as defined herein), to be credited to the Eligible Household's customer account with the Supplier.

3. TERM OF AGREEMENT.

- A. Effective Date. The term of this Agreement begins on the later to occur of (i) the date of execution of this Agreement by both the Authority and the Supplier, or (ii) the date of formal approval of the State Plan for the Low Income Home Energy Assistance Program for FY 2005-2006 by the United States Department of Health and Human Services ("HHS Approval Date").
- B. Termination Date. The term of this Agreement ends on the earliest to occur of (i) June 30, 2006; (ii) the date set forth in a Notice of Contract Completion given to the Supplier pursuant to Section 12 of this Agreement; or (iii) the effective date of termination pursuant to Section 13 of this Agreement. Notwithstanding the expiration or earlier termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of the Authority hereunder, including without limitation audit rights and the right to recover LIHEAP funds to which Supplier is not entitled hereunder, and to ensure full performance of the duties of the Supplier hereunder will remain in effect.

4. LIHEAP.

- A. Purpose. LIHEAP provides assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 8 of this Agreement.
- B. Allowable Uses. Allowable uses of LIHEAP benefits shall be limited to payment to the Supplier for delivery of Home Energy.

5. DELIVERIES OF HOME ENERGY.

- A. Fuel Type. Supplier will deliver the following type(s) of Home Energy under this Agreement (check all that apply):
- ☐ Oil
- ☐ K-1 Kerosene
- B. Delivery Authorization. The Authority or its Sub-grantee will issue Vouchers/Benefit Notices to Supplier authorizing Supplier to deliver Home Energy to the Eligible Households identified in the Vouchers/Benefit Notices.
- C. Supplier Pricing Options. Supplier must offer to Eligible Households receiving LIHEAP benefits one of the following three fuel pricing options for the portion of Home Energy deliveries paid with LIHEAP funds. For the portion of Home Energy deliveries paid with LIHEAP funds, all Eligible Households taking oil deliveries must be offered the same fuel pricing option, and all Eligible Households taking kerosene deliveries must be offered the same fuel pricing option, but Supplier may offer different pricing options for the two fuel types covered by this Agreement as long as Supplier offers only the fuel pricing options set forth below for the portion of Home Energy deliveries paid with LIHEAP funds. Supplier is not required to offer any of the following three pricing options to Eligible Households for the portion of Home Energy deliveries paid with funds other than LIHEAP funds.

1. Cap Price Plan Pricing Option. A prepaid price protection plan under which fuel prices are guaranteed not to exceed a specified maximum price (the "Cap Price") and the customer pays only the actual Cash Price of the fuel up to the Cap Price (the "Cap Price Plan"). Pricing and other terms and conditions of the Cap Price Plan offered to Eligible Households receiving LIHEAP benefits must be the same as those offered to all of Supplier's other customers taking deliveries of the type of fuel specified in the Cap Price Plan.
2. Discounted Cash Price Pricing Option. The Cash Price less the number of cents per gallon shown on Appendix A, attached to this Agreement and made a part hereof (the "Discounted Cash Price").
3. Cash Price Pricing Option. The Cash Price of the fuel.
4. No later than the date that Supplier executes this Agreement, Supplier will inform the Authority in writing whether Supplier will offer the Cap Price Plan pricing option, the Discounted Cash Price pricing option, or the Cash Price pricing option to Eligible Households for the portion of Home Energy deliveries paid with LIHEAP funds. If Supplier offers the Cap Price Plan pricing option, Supplier must provide a copy of the Cap Price Plan to the Authority in the form available to the Supplier's customers and the public (such as a brochure or flyer) no later than the date that Supplier executes this Agreement.

D. Inconsistent Pricing Terms. In the event an Eligible Household has entered into a fuel pricing plan or arrangement with Supplier with pricing terms for the delivery of the portion of its Home Energy paid with funds other than LIHEAP funds that are inconsistent with the provisions of Sections 5.C of this Agreement, the provisions of the applicable subsection of Section 5.C hereof will govern the portion of Home Energy deliveries to the Eligible Household paid with LIHEAP funds notwithstanding the existence of such inconsistent pricing terms in the plan or arrangement.

E. Maximum Delivery Price.

1. The Maximum Delivery Price per gallon that a Supplier may charge Eligible Households under the Cap Price Plan pricing option for the portion of Home Energy deliveries paid with LIHEAP funds is the lower of (i) the Cash Price or (ii) the Cap Price. Supplier may not consider an Eligible Household's outstanding indebtedness to Supplier in calculating the Cash Price.
2. The Maximum Delivery Price per gallon that a Supplier may charge Eligible Households under the Discounted Cash Price pricing option for the portion of Home Energy deliveries paid with LIHEAP funds is the Cash Price less the number of cents per gallon set forth in Appendix A hereto.
3. The Maximum Delivery Price per gallon that a Supplier may charge Eligible Households under the Cash Price pricing option for the portion of Home Energy deliveries paid with LIHEAP funds is the Cash Price. Supplier may not consider an Eligible Household's outstanding indebtedness to Supplier in calculating the Cash Price.

- F. Previous Indebtedness. Supplier agrees not to apply any payment subject to this Agreement to any indebtedness incurred by a LIHEAP or ECIP recipient as a result of deliveries made or services provided before October 1st of the LIHEAP program year.
- G. Prohibited Discrimination. The Supplier agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an Eligible Household.

6. PAYMENT TO SUPPLIER.

- A. Initial Payment. If Supplier elects the Cap Price Plan pricing option or the Discounted Cash Price pricing option set forth in Sections 5.C.1 and 5.C.2 of this Agreement, the Authority will pay the amount set forth on Appendix B, attached to this Agreement and made a part hereof, and identified as the Initial Payment (the "Initial Payment") to the Supplier within fifteen (15) business days of the later of (i) the date that the Authority receives the executed Agreement from the Supplier or (ii) the HHS Approval Date to assist Supplier in securing lower-cost fuel supplies to fulfill its obligations to deliver Home Energy.
- B. Second Payment. Subject to the Authority's receipt of LIHEAP funds from the federal government, the Authority will pay the amount set forth on Appendix B hereto and identified as the Second Payment (the "Second Payment") to the Supplier no later than November 30, 2005.
- C. Crediting of Customer Accounts. Upon receipt of a Voucher/Benefit Notice, Supplier will credit the customer account of the Eligible Household identified in the Voucher/Benefit Notice for the total amount of LIHEAP benefits indicated in the Voucher/Benefit Notice by obligating funds from the Initial Payment and the Second Payment.
- D. Final Payment. Subject to the Authority's receipt of LIHEAP funds from the federal government, and after determining to its satisfaction that amounts credited by the Supplier to customer accounts of Eligible Households identified in Vouchers/Benefit Notices received by the Supplier are equal to or exceed the aggregate amount of the Initial Payment plus the Second Payment, the Authority will pay to the Supplier the LIHEAP benefit amount indicated in each new Voucher/Benefit Notice issued by the Authority or the Sub-grantee. Payments made by the Authority to the Supplier will be credited by the Supplier to the customer account of the Eligible Household identified in the Voucher/Benefit Notice. For convenience, the Authority may aggregate amounts payable to the Supplier under multiple Vouchers/Benefit Notices, but the Supplier must credit LIHEAP benefit amounts to the individual customer accounts of Eligible Households.
- E. Payment if No Prior Deliveries. In the event that Supplier did not make any Home Energy deliveries to any Eligible Households during the most recently completed LIHEAP program year, the provisions of Sections 6.A, 6.B, 6.C. and 6.D of this Agreement will not apply to Supplier, but Supplier will be bound by all other provisions of this Agreement. Subject to the Authority's receipt of LIHEAP funds from the federal government, the Authority will pay to the Supplier the LIHEAP benefit amount indicated in each Voucher/Benefit Notice issued by the Sub-grantee. Payments made by the Authority to the Supplier will be credited by the Supplier to the customer account of the Eligible Household identified in the Voucher/Benefit Notice. For convenience, the Authority may aggregate amounts payable to

the Supplier under multiple Vouchers/Benefit Notices, but the Supplier must credit LIHEAP benefit amounts to the individual customer accounts of Eligible Households.

- F. Payment if Cash Price Pricing Option Elected. If Supplier elects the Cash Price pricing option set forth in Section 5.C.3 of this Agreement, the provisions of Sections 6.A, 6.B, 6.C. and 6.D of this Agreement will not apply to Supplier, but Supplier will be bound by all other provisions of this Agreement. Subject to the Authority's receipt of LIHEAP funds from the federal government, the Authority will pay to the Supplier the LIHEAP benefit amount indicated in each Voucher/Benefit Notice issued by the Authority or the Sub-grantee. Payments made by the Authority to the Supplier will be credited by the Supplier to the customer account of the Eligible Household identified in the Voucher/Benefit Notice. For convenience, the Authority may aggregate amounts payable to the Supplier under multiple Vouchers/Benefit Notices, but the Supplier must credit LIHEAP benefit amounts to the individual customer accounts of Eligible Households.
- G. Supplemental Payments. In the event that the Authority receives supplemental LIHEAP funds from the federal government, the Authority will allocate a portion of such funds to Supplier. Supplier will credit such supplemental LIHEAP funds to the customer accounts of Eligible Households in accordance with the Voucher/Benefit Notice or any written instructions given to Supplier by the Authority or its Sub-grantee.
- H. Form of Payment. To the extent practicable, payments made to the Supplier by the Authority hereunder will be made by electronic transfer to the bank account designated by Supplier below:

Bank name: _____

Bank location: _____

Bank ABA routing number: _____

Name on account: _____

Supplier account number: _____

Type of Account: Checking _____ Savings _____

7. **RETURN OF PAYMENTS.**

Supplier agrees to notify and return to the Authority any excess or unused LIHEAP funds provided by the Authority to Supplier:

- a. upon notification of the death of an individual who was the sole member of an Eligible Household;
- b. upon Supplier's receipt of a written notice from an Eligible Household that it no longer desires to receive services or deliveries from Supplier;
- c. respecting any Eligible Household that has not received deliveries of Home Energy for 12 months;

- d. within 30 days of the termination of this Agreement pursuant to Section 12 hereof; or
- e. upon receipt of, and within the time period prescribed by, the Benefit Return Form from the Authority.

With respect to each return of LIHEAP funds made pursuant to this Section 7, the Supplier agrees to provide its written statement setting forth the name and address of the Supplier, the name and address of the Supplier's customer, the customer's account number, the amount of LIHEAP funds returned, and a concise explanation of the reason for the return of funds.

8. ECIP.

- A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Home Energy and related services.
- B. Allowable Uses. The availability of ECIP benefits is limited as follows:
 - 1. Payment to the Supplier for the delivery of Home Energy to an Eligible Household consistent with the purpose of ECIP, and payment of surcharges associated with unscheduled deliveries to the Eligible Household.
 - 2. Payment of utility costs in the event the utility is (a) necessary for the operation of the device used by the Eligible Household to heat its residence and (b) the provider of the utility threatens to interrupt or discontinue service for failure to pay.
 - 3. Payment to the Supplier for emergency repairs to an Eligible Household's heating system, performed by a licensed technician.
 - 4. The Eligible Household may not exceed its maximum allowable annual ECIP benefit.
- C. Payments. Supplier agrees to deliver to an Eligible Household pursuant to the terms of the Purchase Order. Supplier shall receive payment within 10 days of submission of the Supplier's invoice for services rendered to the Eligible Household pursuant to the Purchase Order.
- D. Benefit Limit. Supplier acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by the Sub-grantee.
- E. Time of Deliveries. Notwithstanding any other provision of this Agreement, deliveries of Home Energy or services pursuant to this Section 8 must be made when prescribed by Sub-grantee and in any case no later than 8 to 24 hours from the time of the request made by the Sub-grantee.

9. RECORD KEEPING.

- A. Maintenance and Availability. Supplier agrees to prepare, retain, make available, and supply to the Authority Records and other information necessary, as the Authority may determine, to audit and evaluate the Supplier's performance under this Agreement. Records shall be available for inspection and copying by the Authority at the Supplier's office during its

regular business hours. Records and information shall be stored and shall appear in such manner as may be prescribed by the Authority.

- B. Retention. The Supplier shall retain the records for a period of three years after expiration or termination of this Agreement. This provision survives the expiration or earlier termination of this Agreement.
- C. Content. At a minimum, Supplier agrees to produce Records consisting of the following:
 - 1. The total amount and cost of Home Energy delivered to each Eligible Household annually from June 1st through May 31st. Reports are due on June 30th;
 - 2. The amount of payments for Home Energy and eligible services made on behalf of each Eligible Household by the Authority or Sub-grantee;
 - 3. The amount of unexpended LIHEAP benefits allocated to each Eligible Household; and
 - 4. A daily log of Supplier's Cash Price.
- D. Access. Respecting a particular Eligible Household, Supplier agrees to provide documentation relative to the amount of benefits, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining LIHEAP benefits to the following upon their written request:
 - 1. the Authority;
 - 2. the Sub-grantee; or
 - 3. the Eligible Household.

10. REPORTS.

Supplier agrees to submit, in such form as may be prescribed by the Authority, such reports or written answers to specific questions, surveys, or questionnaires as the Authority may determine necessary, on or before a date as specified by the Authority.

11. ADVERTISING.

Supplier agrees not to advertise in a manner that implies that LIHEAP or ECIP assistance is available only through the Supplier, that applications for LIHEAP or ECIP assistance are accepted by the Supplier, or in any other way that misleads or tends to mislead the public with respect to the operation of LIHEAP or ECIP.

12. NOTICE OF CONTRACT COMPLETION.

The Authority may, at any time during the term of this Agreement, send a Notice of Contract Completion to the Supplier setting forth the end date of the Agreement and providing for the submission of final Vendor Reimbursement Request Forms within the period specified in the Notice.

13. TERMINATION, SUSPENSION AND BAR.

- A. Termination or Suspension by the Authority. The Supplier's deliveries of Home Energy or other performance of the work or services under this Agreement may be terminated or suspended by the Authority in whole or in part from time to time during the term of this Agreement whenever the Authority determines, for any reason, that such termination or suspension is in the best interest of the Authority. Any such termination or suspension shall be effected by notice to the Supplier specifying the extent to which deliveries of Home Energy or other performance of the work or services under the Agreement are terminated or suspended, and the date on which such termination or suspension is effective.
- B. Termination by the Supplier. The Supplier may terminate this Agreement only with the written consent of the Authority upon thirty (30) days' advance written notice to the Authority and an opportunity by the Authority to inspect the Records of the Supplier prior to the effective date of termination. No consent of the Authority will be required in the event Supplier gives the Authority notice of its intent to cease doing business as a vendor of Home Energy. The Supplier agrees to maintain the Records required by Section 9 of this Agreement notwithstanding termination of this Agreement.
- C. Bar. The Authority may bar the Supplier from participation in any other fuel assistance programs administered by the Authority or its agents for the Supplier's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance respecting the delivery of Home Energy or services under LIHEAP or ECIP.

14. CONFIDENTIAL INFORMATION.

- A. Confidentiality. Any information acquired by the Supplier or its employees, agents or contractors in the performance of this Agreement shall be kept confidential. Any information acquired by the Supplier or its employees, agents, contractors or other representatives, when that information is provided by an applicant for LIHEAP or ECIP benefits, by an Eligible Household, or by the Authority, a Sub-grantee, or any third party, shall be kept confidential. Also, any statements of financial condition or information concerning LIHEAP or ECIP applicants or recipients submitted to the Supplier, or its employees, agents, contractors or other representatives from any of the foregoing shall be kept confidential.
- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Supplier is required to disclose pursuant to applicable law.

15. INDEMNIFICATION.

Supplier agrees to indemnify, defend and hold the Authority harmless from any and all claims, losses, damages, demands or suits arising out of any act or omission by the Supplier, its agents, representatives, employees, contractors, subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, including without limitation deliveries of Home Energy. This provision will survive the expiration or earlier termination of this Agreement.

16. **SUCCESSOR IN INTEREST.**

Supplier agrees that in the event it voluntarily transfers all or substantially all of its assets, it shall as a condition precedent to such transfer require the transferee to assume all liabilities, obligations, duties and responsibilities imposed hereunder as though such transferee had originally entered into this Agreement. Supplier further agrees to provide the Authority with 30 days prior written notice of its intent to transfer all or substantially all of its assets.

17. **LEGAL REQUIREMENTS.**

Supplier warrants and represents that its activities under this Agreement shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. § 4701, et seq.; the federal law and regulations that govern the LIHEAP and ECIP programs, including without limitation, Pub. L. 97-35, Title XXVI, 45 C.F.R. §§ 96.1 through 96.68, and 45 C.F.R. §§ 96.80 et seq.; Chapter 24 of the Rules of the Maine State Housing Authority; the Certifications set forth in Exhibits III and IV attached hereto; and any other applicable provision of federal or Maine law.

18. **ENTIRE AGREEMENT AND SEVERABILITY.**

This Agreement constitutes the entire agreement between the Authority and the Supplier and supersedes any other contract, arrangement or understanding, written or otherwise, which previously may have been entered into by and between the Supplier and the Authority for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Supplier and the Authority shall continue to be bound by them. Headings in this Agreement have no legal significance and are only for convenient reference.

19. **INDEPENDENT CAPACITY.**

It is understood and agreed by the parties hereto that the Supplier is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of the Authority.

20. **ASSIGNMENT.**

The Supplier shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, without advance written request to and consent from the Authority. No attempts to sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof shall in any case release the Supplier of its obligations, responsibility and liability under this Agreement.

21. **WRITTEN ACTION.**

Whenever any action is required by this Agreement to be in writing, such action on behalf of the Authority shall be evidenced by the signature of the Director of the Authority or a duly authorized employee of the Authority.

22. **AMENDMENTS.**

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by mutual agreement of the parties hereto and only in writing.

23. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

24. **NOTICES.**

Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to the addressee as set forth below.

To the Authority: Energy and Housing Services, Director
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330-4633

To the Supplier: _____ ☒ (Name)
_____ ☒ (Address)
_____ ☒ (City, State, Zip)
_____ ☒ (Phone)

25. **WAIVER.**

The Authority's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Supplier for breach of this Agreement, or the Authority's acceptance of any performance by the Supplier under this Agreement during any such breach, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available in law or equity to the Authority against the Supplier.

26. **TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.**

Under penalties of perjury, the Supplier, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

27. **MISCELLANEOUS.**

During the performance of this Agreement the Supplier agrees as follows:

The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status.

The Supplier will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby it is furnished with labor for the performances of its contract, a notice, to be provided by the contracting department or agency, advising the said labor union or worker's representative of the Supplier's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

The Supplier will cause the foregoing provisions to be inserted in all contracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

The Supplier will execute the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Certification Regarding Lobbying, attached hereto as Exhibits III and IV respectively, and incorporated herein by reference.

28. **AUTHORIZED SIGNATURE.**

The undersigned _____(name),
_____(title) of Supplier, hereby warrants that
he/she has the authority to execute this Agreement on behalf of the Supplier and that the Supplier
shall be bound by his/her action.

IN WITNESS WHEREOF, the Authority and the Supplier, by their representatives duly
authorized, have executed this Agreement in two (2) originals on the dates indicated, effective as of
the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

Witness: _____

By: _____

Date: _____, 2005

Kimberly Weed
Its Acting Director, Energy and Housing Services

SUPPLIER

Witness: _____ ☒ By: _____ ☒

Date: _____, 2005

Typed Name: _____ ☒

Typed Title: _____ ☒

APPENDIX A

DISCOUNTED CASH PRICE

Name of Supplier: _____

Street Address and Mailing Address: _____

Town or City, State, and Zip Code: _____

Discounted Cash Price – Oil: Pursuant to Section 5.C.2 and subject to the terms and conditions of the foregoing Agreement, the discount off Cash Price for each gallon of oil is:

_____ cents per gallon

Discounted Cash Price – Kerosene: Pursuant to Section 5.C.2 and subject to the terms and conditions of the foregoing Agreement, the discount off Cash Price for each gallon of kerosene is:

_____ cents per gallon

APPENDIX B

INITIAL PAYMENT AND SECOND PAYMENT

Name of Supplier: _____

Street Address and Mailing Address: _____

Town or City, State, and Zip Code: _____

Initial Payment: Pursuant to Section 6.A and subject to the terms and conditions of the foregoing Agreement, the Initial Payment to Supplier is set forth below:

\$ _____

Second Payment: Pursuant to Section 6.B and subject to the terms and conditions of the foregoing Agreement, the Second Payment to Supplier is set forth below:

\$ _____

EXHIBIT I

VENDOR REIMBURSEMENT REQUEST

Presentation of this form to the appropriate Community Action Agency within 5 working days of the delivery of ECIP services will allow you to receive reimbursement for:

1. special delivery charges
2. furnace start-up fee
3. up to 50 gallons of fuel

as long as ECIP funds are available and the client is program eligible.

Services Rendered	_____	Price	_____
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Services Rendered	_____	Price	_____
-------------------	-------	-------	-------

Services Rendered	_____	Price	_____
-------------------	-------	-------	-------

TOTAL		_____
-------	--	-------

Date	_____
------	-------

Company Name	_____
--------------	-------

Signature Fuel Dealer	_____
-----------------------	-------

Signature Customer	_____
--------------------	-------

This reimbursement form should only be used for after hours, holiday, or weekend deliveries. During regular working hours prior permission from the CAP should be obtained.

White/Agency

Canary/Fuel Dealer

Pink/Customer

EXHIBIT II

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

BENEFIT RETURN

TO: _____
(Vendor Name)

FROM: Maine State Housing Authority

DATE: _____

We are requesting that the remaining credit balance for _____
(client's name)

account number: _____ be returned to

Maine State Housing Authority at 353 Water Street, Augusta, Maine 04330-4633

no later than

(date)

(Signature)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name ☒

Name & Title of Authorized Representative ☒

Signature ☒

Date ☒

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
2. 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 in connection with this Federal contract, Grant, Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title _____☒ Date _____☒

Typed Name and Address:

_____☒ (Name)

_____☒ (Address)

_____☒ (City)

MAINE STATE HOUSING AUTHORITY
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM &
ENERGY CRISIS INTERVENTION PROGRAM

VENDOR AGREEMENT
(PROPANE, ELECTRICITY, NATURAL GAS, AND COAL)

1. PARTIES TO AGREEMENT.

- A. Agreement. The Maine State Housing Authority, a public body, corporate and politic, and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine (hereinafter the "Authority") and

_____ with its offices at

(Street Address)

(P.O. Box, if any)

(Town or City, State, and Zip Code)

(Phone #)

(hereinafter the "Supplier") hereby agree that the Supplier will deliver Home Energy to Eligible Households receiving LIHEAP benefits and that the Authority will pay the Supplier for deliveries of Home Energy in accordance with the terms and conditions of this Agreement ("Agreement").

- B. Taxpayer Identification Number. Supplier's federal income taxation Taxpayer Identification Number is _____.

2. DEFINITIONS.

As used in this Agreement, the following terms have the following meanings:

- A. "Benefit Return Form" means the form prescribed or accepted by the Authority that requests the return of all or some part of a payment made to the Supplier under this Agreement, attached hereto as Exhibit II and incorporated herein by reference, as may be revised from time to time by the Authority.
- B. "Cash Price" means the amount Supplier charges for Home Energy if paid for at the time of delivery.
- C. "ECIP" means the Energy Crisis Intervention Program.
- D. "Eligible Household" shall have the same meaning as set forth in the Rule.
- E. "Home Energy" means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is propane, electricity, natural gas, or coal.

- F. "LIHEAP" means Low Income Home Energy Assistance Program.
- G. "Maximum Delivery Price" has the meaning described in Section 5.C of this Agreement.
- H. "Purchase Order" means the document issued by the Authority or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the type of ECIP benefit to be delivered to the Eligible Household, and the amount of ECIP benefit spent on the Eligible Household or credited to its customer account.
- I. "Records" means any of the Supplier's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under LIHEAP or ECIP.
- J. "Rule" means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.
- K. "Sub-grantee" means a public or private nonprofit agency, or municipality, selected by the Authority to operate and administer LIHEAP and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.
- L. "Supplier" means the individual or entity, identified as such in Section 1 of this Agreement, who supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.
- M. "Vendor Reimbursement Request Form" means the form prescribed or accepted by the Authority that authorizes payment to Supplier pursuant to Section 8 of this Agreement, attached hereto as Exhibit I and incorporated herein by reference, as may be revised from time to time by the Authority.
- N. "Voucher/Benefit Notice" means the document issued by the Authority or Sub-grantee, as the case may be, that authorizes the Supplier to deliver Home Energy to an Eligible Household under LIHEAP. At a minimum, the Voucher/Benefit Notice shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of LIHEAP benefit to be credited to the Eligible Household's customer account with the Supplier.

3. **TERM OF AGREEMENT.**

- A. Effective Date. The term of this Agreement begins on the later to occur of (i) the date of execution of this Agreement by both the Authority and the Supplier, or (ii) the date of formal approval of the State Plan for the Low Income Home Energy Assistance Program for FY 2005-2006 by the United States Department of Health and Human Services.
- B. Termination Date. The term of this Agreement ends on the earliest to occur of (i) June 30, 2006; (ii) the date set forth in a Notice of Contract Completion given to the Supplier pursuant to Section 12 of this Agreement; or (iii) the effective date of termination pursuant to Section 13 of this Agreement. Notwithstanding the expiration or earlier termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of the Authority hereunder, including without limitation audit rights and the right to recover

LIHEAP funds to which Supplier is not entitled hereunder, and to ensure full performance of the duties of the Supplier hereunder will remain in effect.

4. **LIHEAP.**

- A. Purpose. LIHEAP provides assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 8 of this Agreement.
- B. Allowable Uses. Allowable uses of LIHEAP benefits shall be limited to payment to the Supplier for delivery of Home Energy.

5. **DELIVERIES OF HOME ENERGY.**

- A. Fuel Type. Supplier will deliver the following type(s) of Home Energy under this Agreement (check all that apply):
 - ☐ Propane
 - ☐ Electricity
 - ☐ Natural Gas
 - ☐ Coal
- B. Delivery Authorization. The Authority or its Sub-grantee will issue Vouchers/Benefit Notices to Supplier authorizing Supplier to deliver Home Energy to the Eligible Households identified in the Vouchers/Benefit Notices.
- C. Maximum Delivery Price. Supplier agrees to charge an Eligible Household no more than the Cash Price for the portion of Home Energy deliveries paid with LIHEAP funds. Supplier may not consider an Eligible Household's outstanding indebtedness to Supplier in calculating the Cash Price.
- D. Supplier Payment Plans. An Eligible Household receiving LIHEAP benefits may participate in any prepayment plan or budget payment plan customarily offered by the Supplier to its customers to assist them in lowering, capping, or managing their home heating costs. The terms and conditions of the payment plan must be in a written agreement signed by the Supplier and the customer. The agreement must state that the Supplier may charge a price other than the Cash Price when the customer enters into any prepayment plan or budget payment plan available from the Supplier.
- E. Previous Indebtedness. Supplier agrees not to apply any payment subject to this Agreement to any indebtedness incurred by a LIHEAP or ECIP recipient as a result of deliveries made or services provided before October 1st of the LIHEAP program year unless the Eligible Household has entered into a prepayment plan or budget payment plan with Supplier on terms consistent with the requirements of this Agreement.

- F. Prohibited Discrimination. The Supplier agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an Eligible Household.

6. **PAYMENT TO SUPPLIER.**

- A. Payment against Voucher/Benefit Notice. Subject to the Authority's receipt of LIHEAP funds from the federal government, the Authority will pay to the Supplier the LIHEAP benefit amount indicated in each Voucher/Benefit Notice issued by the Authority or the Sub-grantee. Payments made by the Authority to the Supplier will be credited by the Supplier to the customer account of the Eligible Household identified in the Voucher/Benefit Notice. For convenience, the Authority may aggregate amounts payable to the Supplier under multiple Vouchers/Benefit Notices, but the Supplier must credit LIHEAP benefit amounts to the individual customer accounts of Eligible Households.
- B. Supplemental Payments. In the event that the Authority receives supplemental LIHEAP funds from the federal government, the Authority will allocate a portion of such funds to Supplier. Supplier will credit such supplemental LIHEAP funds to the customer accounts of Eligible Households in accordance with the Voucher/Benefit Notice or any written instructions given to Supplier by the Authority or its Sub-grantee.
- C. Form of Payment. To the extent practicable, payments made to the Supplier by the Authority hereunder will be made by electronic transfer to the bank account designated by Supplier below:

Bank name: _____

Bank location: _____

Bank ABA routing number: _____

Name on account: _____

Supplier account number: _____

Type of Account: Checking _____ Savings _____

7. **RETURN OF PAYMENTS.**

Supplier agrees to notify and return to the Authority any excess or unused LIHEAP funds provided by the Authority to Supplier:

- a. upon notification of the death of an individual who was the sole member of an Eligible Household;
- b. upon Supplier's receipt of a written notice from an Eligible Household that it no longer desires to receive services or deliveries from Supplier;
- c. respecting any Eligible Household that has not received deliveries of Home Energy for 12 months;

- d. within 30 days of the termination of this Agreement pursuant to Section 12 hereof; or
- e. upon receipt of, and within the time period prescribed by, the Benefit Return Form from the Authority.

With respect to each return of LIHEAP funds made pursuant to this Section 7, the Supplier agrees to provide its written statement setting forth the name and address of the Supplier, the name and address of the Supplier's customer, the customer's account number, the amount of LIHEAP funds returned, and a concise explanation of the reason for the return of funds.

8. **ECIP.**

- A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Home Energy and related services.
- B. Allowable Uses. The availability of ECIP benefits is limited as follows:
 - 1. Payment to the Supplier for the delivery of Home Energy to an Eligible Household consistent with the purpose of ECIP, and payment of surcharges associated with unscheduled deliveries to the Eligible Household.
 - 2. Payment of utility costs in the event the utility is (a) necessary for the operation of the device used by the Eligible Household to heat its residence and (b) the provider of the utility threatens to interrupt or discontinue service for failure to pay.
 - 3. Payment to the Supplier for emergency repairs to an Eligible Household's heating system, performed by a licensed technician.
 - 4. The Eligible Household may not exceed its maximum allowable annual ECIP benefit.
- C. Payments. Supplier agrees to deliver to an Eligible Household pursuant to the terms of the Purchase Order. Supplier shall receive payment within 10 days of submission of the Supplier's invoice for services rendered to the Eligible Household pursuant to the Purchase Order.
- D. Benefit Limit. Supplier acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by the Sub-grantee.
- E. Time of Deliveries. Notwithstanding any other provision of this Agreement, deliveries of Home Energy or services pursuant to this Section 8 must be made when prescribed by Sub-grantee and in any case no later than 8 to 24 hours from the time of the request made by the Sub-grantee.

9. RECORD KEEPING.

- A. Maintenance and Availability. Supplier agrees to prepare, retain, make available, and supply to the Authority Records and other information necessary, as the Authority may determine, to audit and evaluate the Supplier's performance under this Agreement. Records shall be available for inspection and copying by the Authority at the Supplier's office during its regular business hours. Records and information shall be stored and shall appear in such manner as may be prescribed by the Authority.
- B. Retention. The Supplier shall retain the records for a period of three years after expiration or termination of this Agreement. This provision survives the expiration or earlier termination of this Agreement.
- C. Content. At a minimum, Supplier agrees to produce Records consisting of the following:
 - 1. The total amount and cost of Home Energy delivered to each Eligible Household annually from June 1st through May 31st. Reports are due on June 30th;
 - 2. The amount of payments for Home Energy and eligible services made on behalf of each Eligible Household by the Authority or Sub-grantee;
 - 3. The amount of unexpended LIHEAP benefit allocated to each Eligible Household; and
 - 4. A daily log of Supplier's Cash Price.
- D. Access. Respecting a particular Eligible Household, Supplier agrees to provide documentation relative to the amount of benefits, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining LIHEAP benefits to the following upon their written request:
 - 1. the Authority;
 - 2. the Sub-grantee; or
 - 3. the Eligible Household.

10. REPORTS.

Supplier agrees to submit, in such form as may be prescribed by the Authority, such reports or written answers to specific questions, surveys, or questionnaires as the Authority may determine necessary, on or before a date as specified by the Authority.

11. ADVERTISING.

Supplier agrees not to advertise in a manner that implies that LIHEAP or ECIP assistance is available only through the Supplier, that applications for LIHEAP or ECIP assistance are accepted by the Supplier, or in any other way that misleads or tends to mislead the public with respect to the operation of LIHEAP or ECIP.

12. NOTICE OF CONTRACT COMPLETION.

The Authority may, at any time during the term of this Agreement, send a Notice of Contract Completion to the Supplier setting forth the end date of the Agreement and providing for the submission of final Vendor Reimbursement Request Forms within the period specified in the Notice.

13. TERMINATION, SUSPENSION AND BAR.

- A. Termination or Suspension by the Authority. The Supplier's deliveries of Home Energy or other performance of the work or services under this Agreement may be terminated or suspended by the Authority in whole or in part from time to time during the term of this Agreement whenever the Authority determines, for any reason, that such termination or suspension is in the best interest of the Authority. Any such termination or suspension shall be effected by notice to the Supplier specifying the extent to which deliveries of Home Energy or other performance of the work or services under the Agreement are terminated or suspended, and the date on which such termination or suspension is effective.
- B. Termination by the Supplier. The Supplier may terminate this Agreement only with the written consent of the Authority upon thirty (30) days' advance written notice to the Authority and an opportunity by the Authority to inspect the Records of the Supplier prior to the effective date of termination. No consent of the Authority will be required in the event Supplier gives the Authority notice of its intent to cease doing business as a vendor of Home Energy. The Supplier agrees to maintain the Records required by Section 9 of this Agreement notwithstanding termination of this Agreement.
- C. Bar. The Authority may bar the Supplier from participation in any other fuel assistance programs administered by the Authority or its agents for the Supplier's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance respecting the delivery of Home Energy or services under LIHEAP or ECIP.

14. CONFIDENTIAL INFORMATION.

- A. Confidentiality. Any information acquired by the Supplier or its employees, agents or contractors in the performance of this Agreement shall be kept confidential. Any information acquired by the Supplier or its employees, agents, contractors or other representatives, when that information is provided by an applicant for LIHEAP or ECIP benefits, by an Eligible Household, or by the Authority, a Sub-grantee, or any third party, shall be kept confidential. Also, any statements of financial condition or information concerning LIHEAP or ECIP applicants or recipients submitted to the Supplier, or its employees, agents, contractors or other representatives from any of the foregoing shall be kept confidential.
- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Supplier is required to disclose pursuant to applicable law.

15. INDEMNIFICATION.

Supplier agrees to indemnify, defend and hold the Authority harmless from any and all claims, losses, damages, demands or suits arising out of any act or omission by the Supplier, its agents, representatives, employees, contractors, subcontractors, materialmen, laborers or any other person,

firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, including without limitation deliveries of Home Energy. This provision will survive the expiration or earlier termination of this Agreement.

16. **SUCCESSOR IN INTEREST.**

Supplier agrees that in the event it voluntarily transfers all or substantially all of its assets, it shall as a condition precedent to such transfer require the transferee to assume all liabilities, obligations, duties and responsibilities imposed hereunder as though such transferee had originally entered into this Agreement. Supplier further agrees to provide the Authority with 30 days prior written notice of its intent to transfer all or substantially all of its assets.

17. **LEGAL REQUIREMENTS.**

Supplier warrants and represents that its activities under this Agreement shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. § 4701, et seq.; the federal law and regulations that govern the LIHEAP and ECIP programs, including without limitation, Pub. L. 97-35, Title XXVI, 45 C.F.R. §§ 96.1 through 96.68, and 45 C.F.R. §§ 96.80 et seq.; Chapter 24 of the Rules of the Maine State Housing Authority; the Certifications set forth in Exhibits III and IV attached hereto; and any other applicable provision of federal or Maine law.

18. **ENTIRE AGREEMENT AND SEVERABILITY.**

This Agreement constitutes the entire agreement between the Authority and the Supplier and supersedes any other contract, arrangement or understanding, written or otherwise, which previously may have been entered into by and between the Supplier and the Authority for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Supplier and the Authority shall continue to be bound by them. Headings in this Agreement have no legal significance and are only for convenient reference.

19. **INDEPENDENT CAPACITY.**

It is understood and agreed by the parties hereto that the Supplier is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of the Authority.

20. **ASSIGNMENT.**

The Supplier shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, without advance written request to and consent from the Authority. No attempts to sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof shall in any case release the Supplier of its obligations, responsibility and liability under this Agreement.

21. **WRITTEN ACTION.**

Whenever any action is required by this Agreement to be in writing, such action on behalf of the Authority shall be evidenced by the signature of the Director of the Authority or a duly authorized employee of the Authority.

22. **AMENDMENTS.**

Except as expressly otherwise provided herein, the provisions of this Agreement may be amended only by mutual agreement of the parties hereto and only in writing.

23. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

24. **NOTICES.**

Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to the addressee as set forth below.

To the Authority: Energy and Housing Services, Director
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330-4633

To the Supplier: _____ ☒ (Name)
_____ ☒ (Address)
_____ ☒ (City, State, Zip)
_____ ☒ (Phone)

25. **WAIVER.**

The Authority's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Supplier for breach of this Agreement, or the Authority's acceptance of any performance by the Supplier under this Agreement during any such breach, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available in law or equity to the Authority against the Supplier.

26. **TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.**

Under penalties of perjury, the Supplier, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

27. **MISCELLANEOUS.**

During the performance of this Agreement the Supplier agrees as follows:

The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental

disability, or familial status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status.

The Supplier will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby it is furnished with labor for the performances of its contract, a notice, to be provided by the contracting department or agency, advising the said labor union or worker's representative of the Supplier's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

The Supplier will cause the foregoing provisions to be inserted in all contracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

The Supplier will execute the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Certification Regarding Lobbying, attached hereto as Exhibits III and IV respectively, and incorporated herein by reference.

28. **AUTHORIZED SIGNATURE.**

The undersigned _____ (name),
_____ (title) of Supplier, hereby warrants that
he/she has the authority to execute this Agreement on behalf of the Supplier and that the Supplier
shall be bound by his/her action.

IN WITNESS WHEREOF, the Authority and the Supplier, by their representatives duly
authorized, have executed this Agreement in two (2) originals on the dates indicated, effective as of
the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

Witness: _____

By: _____

Kimberly Weed

Date: _____, 2005

Its Acting Director, Energy and Housing Services

SUPPLIER

Witness: _____ ☒ By: _____ ☒

Date: _____, 2005 Typed Name: _____ ☒

Typed Title: _____ ☒

VENDOR REIMBURSEMENT REQUEST

Presentation of this form to the appropriate Community Action Agency within 5 working days of the delivery of ECIP services will allow you to receive reimbursement for:

4. special delivery charges
5. furnace start-up fee
6. up to 50 gallons of fuel

as long as ECIP funds are available and the client is program eligible.

Services Rendered	_____	Price	_____
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Services Rendered	_____	Price	_____
-------------------	-------	-------	-------

Services Rendered	_____	Price	_____
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TOTAL		_____
-------	--	-------

Date	_____
------	-------

Company Name	_____
--------------	-------

Signature Fuel Dealer	_____
-----------------------	-------

Signature Customer	_____
--------------------	-------

This reimbursement form should only be used for after hours, holiday, or weekend deliveries. During regular working hours prior permission from the CAP should be obtained.

White/Agency

Canary/Fuel Dealer

Pink/Customer

EXHIBIT II

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

BENEFIT RETURN

TO: _____
(Vendor Name)

FROM: Maine State Housing Authority

DATE: _____

We are requesting that the remaining credit balance for _____
(client's name)

account number: _____ be returned to

Maine State Housing Authority at 353 Water Street, Augusta, Maine 04330-4633

no later than

(date)

(Signature)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name



Name & Title of Authorized Representative



Signature



Date



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
2. 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 in connection with this Federal contract, Grant, Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failures.

Signature and Title _____☒ Date _____☒

Typed Name and Address:

_____ ☒ (Name)

_____ ☒ (Address)

_____ ☒ (City)

certloby.doc

MAINE STATE HOUSING AUTHORITY
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

VENDOR AGREEMENT
(WOOD FUEL DEALER)

1. PARTIES TO AGREEMENT

- A. Agreement. The Maine State Housing Authority, a public body, corporate and politic, and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine (hereinafter the "Authority") and

_____ residing at or with offices at
(hereinafter the "Dealer")

(Street Address) (P.O. Box if any)

(Town/City, State, Zip Code) (Phone Number)

hereby agree that the Dealer will deliver Wood Fuel to an Eligible Household and that the Authority, through Sub-grantees, will pay for the delivery in accordance with the terms and conditions of this Agreement ("Agreement").

- B. Taxpayer Identification Number. Dealer's federal income taxation Taxpayer Identification Number is _____.

2. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- A. "Credit Effective Date" means October 1st of the current program year.
- B. "Eligible Household" shall have the same meaning as set forth in the Rule.
- C. "LIHEAP" means the Low Income Home Energy Assistance Program.
- D. "Loose Cord" means the measurement of Wood Fuel that averages 12 inches, 16 inches or 24 inches in length. If the Loose Cord is 12 or 16 inches in length, its volume shall be the amount of wood, bark and air contained in a space of 180 cubic feet and if the Loose Cord is 24 inches in length, its volume shall be the amount of wood, bark and air contained in space of 195 cubic feet.
- E. "Market Price" means the market price as determined in the municipality, or if none, the geographic area in which the Eligible Household resides.

- F. “Purchase Order” means the document issued by the Authority or Sub-grantee, as the case may be, that authorizes the Dealer to deliver Wood Fuel to an Eligible Household.
- G. “Rule” means the Home Energy Assistance Program Rule, Rule Chapter 24 of the Rules of the Maine State Housing Authority.
- H. “Standard Cord” means the cubic foot measurement of 4 foot long Wood Fuel, ranked and well stowed, and stacked 4 feet wide, 4 feet high and 8 feet of wood, bark and air spaces.
- I. “Sub-grantee” means a public or private nonprofit agency, or municipality, selected by the Authority to operate and administer LIHEAP within the geographic area in which an Eligible Household resides.
- J. “Wood Fuel” means hardwood, or other type of wood acceptable to the Authority, that is suitable as a heating source for a residential dwelling.

3. TERMS OF AGREEMENT

The term of this Agreement begins once executed by the Authority and the Dealer and ends on the earlier of the date set forth in a Notice of Contract Completion sent to the Dealer or such earlier termination of this agreement in accordance with Section 10 hereof. Notwithstanding the preceding sentence, Dealer agrees that any relevant duty imposed under this Agreement shall continue to apply after the expiration of this Agreement to the extent Dealer does not spend any funds allocated to it during the term of this Agreement.

4. PAYMENTS AND BILLINGS

- A. General. Dealer agrees to deliver Wood Fuel to an Eligible Household pursuant to the terms of the Purchase Order, which at a minimum shall identify the Eligible Household receiving the Wood Fuel and the quantity and price of the Wood Fuel to be delivered. The Purchase Order shall be presented to a member of an Eligible Household upon the complete delivery of Wood Fuel to such Household. The Purchase Order shall notify the Eligible Household that the authorized signature of the Eligible Household’s member constitutes acceptance by such Household of the quantity and quality of the Wood Fuel. To receive payment, a completed Purchase Order must be returned to the Sub-grantee by the Dealer within 30 calendar days of the date of issuance or the Purchase Order is automatically void. Extensions may be granted by the Sub-grantee on a case-by-case basis, based on circumstances. The Authority, in its sole discretion and upon Dealer’s request, may extend circumstances that prevented a timely delivery.
- B. Payment to wood dealers will be made by means of check issued by the Sub-grantee within ten working days of the date of return of the Purchase Order.

5. RECORD KEEPING

- A. Maintenance and Availability. Dealer agrees to prepare, retain, make available, and supply to the Authority Records and other information necessary, as the Authority may determine, to audit and evaluate the Dealer’s performance under this Agreement. Records shall be available for inspection and copying by the Authority at the Dealer’s office during its regular business hours. Record information shall be stored and shall appear in such manner as may be prescribed by the Authority.

- B. Retention. The Dealer shall retain records for a period of three years after expiration of this Agreement. This provision survives termination of this Agreement.
- C. Content. At a minimum, Dealer agrees to produce Records consisting of the following:
1. The total amount of cost of Home Energy delivered to each Eligible Household annually from June 1st through May 31st each year. Reports are due on June 30th.
 2. The amount of payments for Home Energy and eligible services made on behalf of each Eligible Household by the Authority or Sub-grantee.
- D. Access. Respecting a particular Eligible Household, Dealer agrees to provide documentation relative to the amount of benefit, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining benefit to the following upon their written request:
1. The Authority;
 2. The Sub-grantee; or
 3. The Eligible Household.

Otherwise, such information is subject to Section 10 hereof.

6. REPORTS

Dealer agrees to submit, in such form as may be prescribed by the Authority, such reports or written answers to specific questions, surveys, or questionnaires as the Authority may determine necessary, on or before a date as specified by the Authority. (See attached reporting form.)

7. PROHIBITED DISCRIMINATION

The Dealer agrees not to discriminate against or other wise adversely treat any household regarding the extension of credit to purchase Wood Fuel, the price of Wood Fuel or the terms or conditions of the delivery of Wood Fuel solely on the basis of it being an Eligible Household.

8. PRICE

- A. Maximum Price. The Authority or Sub-grantee, as the case may be, agrees to pay no more than the following prices applicable to each of the following categories of Wood Fuel:

	<u>Seasoned</u>	<u>Green</u>
1. 8 foot length unsplit:	\$ _____	\$ _____/ Standard Cord
2. 4 foot length unsplit:	\$ _____	\$ _____/ Standard Cord
3. 2 foot length unsplit:	\$ _____	\$ _____/ Loose Cord
4. 16" - 18" length unsplit	\$ _____	\$ _____/ Loose Cord

5. 1 foot length unsplit: \$ _____ \$ _____/ Loose Cord
6. 4 foot length split: \$ _____ \$ _____/ Standard Cord
7. 2 foot length split: \$ _____ \$ _____/ Loose Cord
8. 16" - 18" length split: \$ _____ \$ _____/ Loose Cord
9. 1 foot length split: \$ _____ \$ _____/ Loose Cord

- B. Market Price. The Authority or Sub-grantee agree to pay no more than Market Price if the Market Price for Wood Fuel is less than the maximum price set forth in section 8, paragraph A, subparagraphs 1 through 9 of this Agreement. (A new price list may be provided to the Sub-grantees by July 1st of each proceeding year.)

9. SETTLEMENT OF DISPUTES

Dealer understands and acknowledges that any dispute relative to the measurement of a Standard Cord or Loose Cord may be settled in accordance with the Maine Weights and Measures Law, 10 M.R.S.A. chapter 501, subchapter II-A.

10. TERMINATION

- A. Termination by the Authority. Dealer's performance of the work or services under this Agreement may be terminated or suspended by the Authority in whole or in part from time to time during the term of this Agreement whenever it determines, for any reason, that such termination is in the best interest of the Authority. Any such termination shall be effected by notice to the Dealer specifying the extent to which performance of the work or services under the Agreement is terminated or suspended, and the date on which such termination or suspension is effective.
- B. Termination by the Dealer. The Dealer may terminate this Agreement only with the written consent of the Authority upon thirty (30) days' advance written notice to the Authority and an opportunity by the Authority to inspect the records of the Dealer prior to termination. The Dealer agrees to maintain the records required by section 5 of this Agreement notwithstanding termination.

11. CONFIDENTIAL INFORMATION

- A. Confidentiality. Any information acquired by the Dealer, its employees, agents or contractors in the performance of this Agreement shall be kept confidential. Any information acquired by the Dealer, or its employees, agents, contractors or other representatives, when that information is provided by an Eligible Household for services under this Agreement, or by any third person, shall be kept confidential. Also, any statements of financial condition or information of LIHEAP recipients submitted to the Dealer, or its employees, agents, contractor or other representatives, shall be kept confidential.

- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Dealer is required to disclose pursuant to applicable law.

12. INDEMNIFICATION

Dealer agrees to indemnify, defend and hold the Authority harmless from any and all claims, losses, damages, demands or suits arising out of any act or omission by the Dealer, its agents, representatives, employees, subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.

13. LEGAL REQUIREMENTS

Dealer warrants and represents that its activities under this Agreement shall comply with the Maine State Housing Authorities Act, 30-A M.R.S.A § 4701, et seq.; the federal law and regulations that govern the LIHEAP program, including without limitation, Pub. L. 97-35, Title XXVI, 45 C.F.R. §§ 96.1 through 96.68, and 45 C.F.R. §§ 96.80 et seq.; Rule Chapter 24 of the Rules of the Maine State Housing Authority; the Certifications set form in Exhibits I and II attached hereto, and any other applicable provision of federal or Maine Law.

14. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement constitutes the entire agreement between the Authority and the Dealer and supersedes any other contract or agreement, written or otherwise, which previously may have been entered into by and between the Dealer and the Authority for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Dealer and the Authority shall continue to be bound by them.

15. INDEPENDENT CAPACITY

It is understood and agreed by the parties hereto that the Dealer, its agents or employees are acting in an independent capacity in the performance of this Agreement, and not as officers, agents or employees of the Authority.

16. ASSIGNMENTS

The Dealer shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, without written request to and written consent from the Authority. No attempts to sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof shall in any case release the Dealer of its obligations, responsibility and liability under this Authority.

17. WRITTEN ACTION

Whenever any action is required by this Agreement to be in writing, such action on behalf of the Authority shall be evidenced by the signature of the Director of the Authority or a duly authorized employee of the Authority.

18. AMENDMENTS

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto and only in writing.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine and applicable federal law both as to interpretation and performance, and that law shall govern in the event of inconsistency.

20. WAIVER

The Authority's failure to enforce any provision of this Agreement to exercise any right or seek any remedy against the Dealer for breach of this Agreement, or the Authority's acceptance of any performance by the Dealer under this Agreement during any such breach shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available in law or equity to the Authority under this Agreement against the Dealer.

21. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to the addressee as set forth below:

For the Authority: Energy and Housing Services Director
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330

For the Dealer: _____ ☒ (Name)
_____ ☒ (Address)
_____ ☒ (City, State, Zip)
_____ ☒ (Phone)

22. AUTHORIZED SIGNATURE.

The undersigned _____ (name)
_____(title) of Dealer, hereby warrants that he/she has the authority to
execute this Agreement on behalf of the Dealer and that the Dealer shall be bound by his/her action.

IN WITNESS WHEREOF, the Authority and the Dealer, by their representatives duly authorized,
have executed this Agreement in three (3) originals on the dates indicated below, effective as of the
date referenced section 3 hereof.

MAINE STATE HOUSING AUTHORITY

Witness: _____

By: _____

Kimberly Weed
Its Acting Director, Energy and Housing Services

DEALER

Witness: _____ ☒
(witness signature)

By: _____ ☒
(signature)

Name: _____ ☒
(printed name)

Title: _____ ☒
(printed title)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name ☒

Name & Title of Authorized Representative ☒

Signature ☒

Date ☒

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
2. 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 in connection with this Federal contract, Grant , Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failures.

Signature and Title _____☒ Date_____☒

Typed Name and Address:

_____☒ (Name)

_____☒ (Address)

_____☒ (City)

certloby.doc

ADDITIONAL CERTIFICATIONS AND REQUIREMENTS

Attached are additional certifications required as follows:

- **Lobbying certification**, which must be filed by all States and territories. If applicable, Form LLL, which discloses lobbying payments, must be submitted. (**Tribes and tribal organizations are EXEMPT.**)
- **Debarment and suspension certification**, which must be filed by all grantees.
- **Drug-free workplace requirement certification**, which must be filed by all grantees, unless the grantee has filed a statewide certification with the Department of Health and Human Services.
- If you have filed a statewide certification for the drug-free workplace requirement, please check here:

XX

- A report on the number and income levels of households served during the previous year, and on those households that are served that have members who are elderly, disabled, or young children. The required information on households served with young children is a new requirement. The provision also adds a requirement to provide information on the number and income levels of all households that apply for assistance whether or not they are served (new Section 2605(c)(1)(G), as redesigned).
- Though not a part of this application, the report on funds to be carried over or available for reallocation required by section 2607(a) for the preceding year must be submitted by August 1 of each year. A grant award for the current fiscal year may not be made until it is received.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
2. 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 in connection with this Federal contract, Grant, Loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failures.

Signature and Title Dale McCormick

Date 8-17-05

Typed Name and Address: Dale McCormick, Director
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330-4633

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant inaccurately rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Maine State Housing Authority
Organization Name

Dale McCormick, Director
Name & Title of Authorized Representative

Dale McCormick
Signature

8-17-05
Date

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS**

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios.)

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules.

"Controlled substance" means a controlled substance in Schedules I through V of the controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

“Employee” means the employee of a grantee directly engaged in the performance of work under a grant, including (i) All “direct charge” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee’s payroll; or employees or subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the action that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee is working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

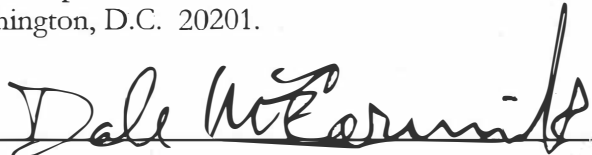
The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments, if needed):

Place of Performance (State address, City, County, State, Zip Code)

Check _____ (if there are workplaces on file that are not identified here).

Sections 76.630(c) and (d)(2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C. 20201.

Signature



Date

8-31-2005

Title

Director

Organization Maine State Housing Authority

Grantee Name: Maine State Housing Authority

Contact Person: Jo-Ann Choate

Phone: 624-5708

Date: 8/1/2005

The LIHEAP Household Report--Long Format is for use by the 50 States, District of Columbia, and insular areas with annual LIHEAP allotments of \$200,000 or more. This Federal Report provides data on both LIHEAP recipient and applicant households for Federal Fiscal Year (FFY) 2004, the period of October 1, 2003 - September 30, 2004. The Report consists of the following sections: (1) Recommended Long Format for LIHEAP Assisted Households and (2) Recommended Format for LIHEAP Applicant Households. Data on assisted households are included in the Department's annual LIHEAP Report to Congress. The data are also used in measuring targeting performance under the Government Performance and Results Act of 1993. As the reported data are aggregated, the information in this report is not considered to be confidential.

There are two types of data: (1) required data which must be reported under the LIHEAP statute and (2) requested data which are optional, in response to House Report 103-483 and Senate Report 103-251. Both the LIHEAP Household Report--Long Format (the Excel file name is hhsrptst.xls) and the instructions on completing the Report (the Word file name is hhrptins.doc) can be downloaded at the Office of Community Services' LIHEAP web site at: www.acf.hhs.gov/programs/liheap/forms.htm#HHREPORT. The spreadsheet is page protected in order to keep the format uniform. The items requiring a response are not page protected. However, other areas of the spreadsheet can not be modified. For example, the number of assisted and applicant households can not be entered. Each total will be calculated automatically for each type of assistance by a formula when the poverty level data are entered.

Do the data below include estimated figures? No

☒

Yes

☐

Mark "X" in the second column for each type of assistance that has at least one estimated data entry.

1. RECOMMENDED LONG FORMAT FOR LIHEAP ASSISTED HOUSEHOLDS

Type of assistance	Mark "X" to indicate estimated data	Number of assisted households	REQUIRED DATA					At least one member who is			REQUESTED DATA	
			2003 HHS Poverty Guideline interval, based on gross income and household size								At least one member who is	
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	60 years or older	Disabled	Age 5 years or under	Age 2 years or under	Age 3 years through 5 years
Heating		45,426	1,888	14,129	18,379	8,172	2,858	23,632	14,728	5,928	2,911	4,094
Cooling		0										
Winter/year round crisis		4,073	383	1,618	1,410	550	112	1,104	1,734	830	392	592
Summer crisis		0										
Other crisis (specify)		0										
Weatherization		1,267	46	375	511	246	89	571	449	182	82	133

2. RECOMMENDED FORMAT FOR LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted)

Type of assistance	Mark "x" to indicate estimated data	Number of applicant households	REQUIRED DATA						
			2003 HHS Poverty Guideline interval, based on gross income and household size						
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	Income data unavailable	
Heating		51,266	6,975	14,590	18,397	8,178	3,126		
Cooling		0							
Winter/year round crisis		4,073	383	1,618	1,410	550	112		
Summer crisis		0							
Other crisis (specify)		0							
Weatherization		1,267	46	375	511	246	89		

Note: Include any notes below for section 1 or 2 (indicate which section, type of assistance, and item the note is referencing):

Note: Revised Report for 2005 will be issued December 2005.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
DETAILED MODEL PLAN**

PUBLIC LAW 97-35, AS AMENDED

FISCAL YEAR (FY) 2005/2006

GRANTEE: State of Maine, Maine State Housing Authority

EIN: 010312916

ADDRESS: Maine State Housing Authority
Division of Energy and Housing Services
353 Water Street, Augusta, Maine 04330

EMAIL: Dale McCormick, Director MSHA, dmccormick@mainehousing.org, Fax (207) 626-4621

Kimberly Weed, Acting Director of Energy & Housing Services,
kweed@mainehousing.org, Fax (207) 624-5780

Jo-Ann Choate, Energy Program Manager, jchoate@mainehousing.org, Fax (207) 624-5780

PLEASE CHECK ONE: **TRIBE** _____ **STATE** X **INSULAR AREA** _____

Department of Health and Human Services
Administration for Children and Families
Office of Community Services
Washington, DC 20447

August 1987, revised May 1992, February 1995, March 1996, December 1998, November 2001
OMB Approval No. 0970-0075
Expiration Date: 2/28/2005

THE PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13)

Use of this model plan is optional. However, the information requested is required in order to receive a Low Income Home Energy Assistance Program (LIHEAP) grant in years in which the grantee is not permitted to file an abbreviated plan. Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

OMB Approval No. 0970-0075

HEAP Denial

Applicant Name: _____

Date: _____

Address: _____

Your application for assistance for the following program(s) is denied for the following reason(s):

Home Energy Assistance Program (HEAP), Energy Crisis Intervention Program (ECIP), Weatherization, Central Heating Improvement Program (CHIP)

Denial Reason (s):

Your household income exceeds the income guidelines for determining eligibility as stated in LIHEAP State Rules and Regulations

Your income: \$00,000.00 1-3-12 months

Income Guidelines: \$00,000.00 1-3-12 months

If you are denied because you are over income but have paid unreimbursed medical expenses, you may still be eligible for assistance.

We have not been able to verify your household

Comment: _____

Other: _____

Comment: _____

This denial may be revoked within 15 working days of the denial if the missing or additional information is received within this time period.

If you believe that changes in your income, household size, or other factors will make you eligible in the future, you may reapply at any time. Reapplication for HEAP must be completed on or before _____. You have the right to have an informal meeting to discuss the decision.

CAP CAP AGENCY

Address: Address, Address2, City, State, Zip

Phone: CAP Phone

Certifier/Director: Assigned Signature/Name

Important: Your request for a hearing will not be considered if you fail to submit a signed and dated request for hearing within the 30-day period.

You have the right to appeal the decision of a Sub-grantee by requesting a fair hearing. This request must be made within 30 days after the date of postmark on the envelope in which this Denial was mailed to you.

The hearing will be held at a place reasonably convenient and accessible to you. At the hearing you have the right to: (1) present oral or written statements and other evidence, (2) have witnesses subpoenaed, (3) cross examine witnesses, and (4) if needed, have an interpreter.

You also have the right to be represented by a lawyer or another representative of your choice. If you cannot pay for a lawyer, you may be able to receive affordable or free legal assistance from Pine Tree Legal Assistance, Inc., Legal Assistance for the Elderly, Inc., or another legal assistance organization.

The individual holding the hearing will issue a Recommended Decision to the Maine State Housing Authority. A final decision will be issued by the Director of the Maine State Housing Authority within 30 days of receipt of the recommended decision.

To request a hearing you should complete and sign the Request for Hearing below.

REQUEST FOR HEARING

Mail To: Maine State Housing Authority
Energy and Housing Services
353 Water Street
Augusta, ME 04330-4633

CAP Agency that processed the application

Today's Date

I, _____ request that you schedule a hearing on my HEAP/ECIP application. The reason for my request is
Applicant Name

Printed Name:

Address:

Telephone: _____

Applicant Signature: _____

FAIR HEARING INFORMATION

You have the right to appeal the decision of a Sub-grantee by requesting a fair hearing. This request must be made within 30 days after the date of postmark on the envelope in which this Voucher or Denial was mailed to you.

To request a hearing you should fill out, date, and sign the Request for Hearing, below. The Request must be mailed to:

Maine State Housing Authority
Energy and Housing Services
353 Water Street
Augusta, Maine 04330-4633

The hearing will be held at a place reasonably convenient and accessible to you. At the hearing you have the right to: (1) present oral or written statements and other evidence, (2) have witnesses subpoenaed, (3) cross examine witnesses, and (4) have an interpreter, if needed.

You also have the right to be represented by a lawyer or another representative of your choice. If you cannot pay for a lawyer, you may be able to receive affordable or free legal assistance from Pine Tree Legal Assistance, Inc., Legal Services for the Elderly, Inc., or another legal assistance organization.

The individual holding the hearing will issue a Recommended Decision to the Maine State Housing Authority. A final decision will be issued by the Director of the Maine State Housing Authority within 30 days of receipt of the Recommended Decision.

IMPORTANT: YOUR REQUEST FOR A HEARING WILL NOT BE CONSIDERED IF YOU FAIL TO SUBMIT A SIGNED AND DATED REQUEST FOR HEARING WITHIN THE 30-DAY PERIOD.

BASIS STATEMENT:

The purpose of the proposed amendment to the Home Energy Assistance Program (HEAP) Rule is to: (i) clarify that railroad cars, buses and homeless shelters are excluded from the definition of "Dwelling Unit"; (ii) clarify that a person must qualify as a separate Household and have a rental agreement to be included in the definition of "Roomer"; (iii) clarify the documentation required in order to determine an Applicant's eligibility for HEAP; (iv) clarify that transportation to medical appointments constitutes a medical expense for purposes of determining an applicant's eligibility for HEAP; (v) increase the one-time benefit amount paid to residents of subsidized housing with heat included in the rent for the beginning of the new 2005/2006 Program Year and ending on September 30, 2011; (vi) update the HEAP Rule to clarify that MSHA may simultaneously contract with each Subgrantee to administer the Programs under the HEAP Rule, and provide benefits directly in connection therewith, and to provide that MSHA may make prepayments, installment payments and advances with or without interest related thereto; (vii) provide MSHA with greater flexibility in Subgrantee selection and to update the Subgrantee selection criteria to include the requirement that a Subgrantee have an acceptable schedule for the taking of applications, and the ability to perform outreach activities for, and serve, homebound recipients; (viii) clarify that the amount of the annual allocation of HEAP funds to each Subgrantee shall not include any amount of HEAP funds allocated to MSHA to pay HEAP benefits in the event MSHA elects to provide benefits directly; (ix) clarify in the HEAP Rule the rights, responsibilities and obligations of MSHA and each Subgrantee in connection with HEAP and the Energy Crisis Intervention Program ("ECIP") in the event that MSHA elects to pay HEAP and ECIP benefits directly; (x) update the list of Subgrantee responsibilities in order to clarify that work plans, budgets, monthly status reports and other such reports and information must be submitted to MSHA in connection with the administration of HEAP; (xi) provide for the timely and efficient processing of applications for HEAP and awards of benefits through, among other things, the completion and review of applications with Applicants by telephone; (xii) clarify when a Subgrantee should use the actual energy consumption method or the design heat load calculation method in computing HEAP benefits; (xiii) clarify the process for payment of benefits to Vendors; (xiv) update the HEAP Rule to provide that MSHA may use HEAP funds to make prepayments, installment payments and advances to Vendors in connection with the provision of Home Energy benefits, the administration of HEAP and to repay with interest any prepayments, installment payments and advances made by MSHA with MSHA funds for such purposes; (xv) modify the HEAP Rule to specify that (a) the price of any Home Energy deliveries paid with HEAP benefits shall not exceed the lesser of any maximum delivery price agreed upon between the Vendor and MSHA pursuant to any Vendor Agreement and the Cash Price, (b) that a HEAP Household participating in a Supplier Payment Plan must have a signed agreement from the Vendor stating the terms of the agreement, and also explaining that any price for Home Energy deliveries paid for with HEAP benefits shall not exceed the lesser of any maximum delivery price agreed upon between the Vendor and MSHA pursuant to any Vendor Agreement and the Cash Price, (c) that if a HEAP Household does not participate in a Supplier Payment Plan, then the Cash Price continues to apply, except that the price of Home Energy deliveries paid for with HEAP benefits shall not exceed the lesser of any maximum delivery price as agreed upon between the Vendor and MSHA pursuant to any Vendor Agreement and the Cash Price; (xvi) modify the HEAP Rule to provide directly for the return of any credit balance to MSHA, or the Subgrantee if MSHA requires the Subgrantee to pay the benefits, in the event a household moves out of the State of Maine or does not receive deliveries or other services after twelve (12) months; and (xvii) make minor technical and grammatical changes.

A public hearing on the proposed amendment to the rule was held on July 19, 2005. The following was the sole public comment at the hearing:

Pat Kosma, Deputy Director of the Kennebec Valley Community Action Program stated that she was present to express her support for the rule, the efforts to address the high cost of fuel, and the implementation of new software in the interests of saving client's money, as well as her appreciation for Jo-Ann Choate always being willing to answer questions and put on workshops.

Response: MSHA appreciates the comments.

MSHA received no other comments on the Rule during the comment period.

MAINE STATE HOUSING AUTHORITY
Summary of Grantee response to comments received on the
Department of Health and Human Services
Low Income Home Energy Assistance Program State Plan
October 1, 2005 through September 30, 2006

The Maine State Housing Authority ("MSHA") held a public hearing on July 19, 2005 on its draft 2005-2006 Department of Health and Human Services Low Income Home Energy Assistance Program State Plan. Written comments were accepted through the close of business on July 29, 2005. MSHA received numerous comments on the draft plan.

Generally, the comments fell into the following categories: (1) concerns that it is too late to effectively implement price cap plans for the 2005-2006 winter season; (2) concerns that discounts off the cash price will be too costly to dealers; (3) suggestions that LIHEAP customers receive funds early and choose their plans; (4) concerns about fairness to non-LIHEAP customers; (5) comments on MSHA's direct payment to vendors and associated software requirements; (6) appreciation of MSHA's efforts to stretch the benefits of LIHEAP recipients; (7) suggestions that efforts be made to promote energy conservation; and (8) questions on the mechanics of implementing the price caps and discounts.

(1) Concerns that it is too late to effectively implement price cap plans for the 2005-2006 winter season

Jamie Py, President of the Maine Oil Dealers Association; Don Gifford, co-owner of Wadleigh's in Hallowell, Maine; Robert Shibley, Bob's Cash Fuel in Madison, Maine; Bob Moore, Vice President, Dead River Company; Dick Guerrette, Owner, Winthrop Fuel Company, Winthrop, Maine; Kim Stevens, C.B. Haskell Fuel Company, Windsor, Maine; John Wheeler, C.N. Brown Company, South Paris, Maine; Brenda Dickens, Hometown Fuel; Dave Marcotte, Champagne's Energy, Arundel, Maine; Dave Paige, Spring Brook Fuel, Waterville, Maine; and Patty Keyes, the low-income alternative voting member of WCAP Board stated that it is too late in the season for fuel vendors to offer price cap plans to LIHEAP beneficiaries for the 2005-2006 winter season. They said the market is currently very volatile and risky. Many oil dealers made their fuel purchases for their cap plans in the spring and have already promised all the purchased gallons to customers. They could not offer the cap plans offered to other customers based on the spring purchases.

Response: MSHA recognizes that it could be costly for the oil dealers to offer the same price caps plans to LIHEAP customers that they offered to their other customers because the oil dealers have already made their purchases for those price caps and are not likely to be able to get the same price now. Accordingly, MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. Instead, MSHA has added a third option. The third option that dealers may choose is to provide the cash price as required in previous program years. MSHA intends to start the 2006-2007 State Plan hearing process prior to the spring of 2006 so that if MSHA wishes to purchase cap price programs, the vendors will be able to offer the same price cap programs other customers are offered to LIHEAP beneficiaries for the 2006-2007 heating season.

(2) Concerns that discounts off the cash price will be too costly for oil dealers

Jamie Py, President of the Maine Oil Dealers Association; Mike Estes, Owner of Estes Oil Company in York, Maine; Don Blanchard, Sr., Owner and President of Blanchard's Cash Fuel in Turner, Maine; Marie Kates, Officer Manager, Blanchard's Cash Fuel in Turner, Maine; Don Gifford, co-owner of Wadleigh's in Hallowell, Maine; Kim Stevens, C.B. Haskell Fuel Company, Windsor, Maine; and John Wheeler, C.N. Brown Company, South Paris, Maine said that a discount cash price would be too costly to the vendors. Speakers noted that although the LIHEAP program represents \$20,000,000, there are no economies of scale because the cost for delivering oil to LIHEAP customers tends to be higher due to individual unscheduled deliveries. Some vendors were concerned that the discount would be too costly to smaller dealers and would require them to charge extra fees. Mr. Moore was concerned that the sliding scale requiring deeper discounts after selling certain amounts of fuel to LIHEAP customers would be too costly for the larger dealers. Commenters were concerned that the discount would jeopardize the long term relationships between dealers and their customers.

Response: As set forth above, MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. Instead, MSHA has added a third option. The third option that dealers may choose is to provide the cash price as required in previous program years.

(3) Suggestions that LIHEAP customers receive funds early and choose their plans

Jamie Py, President of the Maine Oil Dealers Association; Patrick Flood, State Representative for Winthrop and Readfield District; Mike Estes, Owner of Estes Oil Company in York, Maine; Don Blanchard, Sr., Owner and President of Blanchard's Cash Fuel in Turner, Maine; Dick Guerrette, Owner, Winthrop Fuel Company, Winthrop, Maine; John Wheeler, C.N. Brown Company, South Paris, Maine; Brenda Dickens, Hometown Fuel; Dave Marcotte, Champagne's Energy, Arundel, Maine; Dave Paige, Spring Brook Fuel, Waterville, Maine; and Patty Keyes, the low-income alternative voting member of WCAP Board suggested that MSHA give LIHEAP customers their funds earlier and allow the customers to select their vendors and pricing programs. Speakers said that LIHEAP customers should be able to choose other programs such as prebuys, fixed price programs, other types of cap programs, and budget programs.

Response: MSHA's goal is to achieve the greatest possible benefit for recipients of fuel assistance and to have some uniformity within the program and the services provided. MSHA believes the cap price plans and discounted cash price options were the best plans available to us to achieve these goals this year. However, as set forth above, MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. Instead, MSHA has added a third option. The third option that dealers may choose is to provide the cash price as required in previous program years. This approach expands the options oil dealers may give to LIHEAP customers for the 2005-2006 heating season compared to prior years.

(4) Concerns about fairness to non-LIHEAP customers

Jamie Py, President of the Maine Oil Dealers Association; Mike Estes, Owner of Estes Oil Company in York, Maine; Don Blanchard, Sr., Owner and President of Blanchard's Cash Fuel in Turner, Maine; Marie Cates, Officer Manager, Blanchard's Cash Fuel in Turner, Maine; Don Gifford, co-owner of Wadleigh's in Hallowell, Maine; Kim Stevens, C.B. Haskell Fuel Company, Windsor, Maine; and John Wheeler, C.N. Brown Company, South Paris, Maine expressed their concern that the cost of the added benefit to LIHEAP customers would unfairly fall on other customers. In addition, Ms. Stevens was concerned that other non-LIHEAP customers would wonder why their neighbors were paying less in cash on the same day; she felt she would be unable to explain why without violating confidentiality requirements.

Response: As set forth above, MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. Instead, MSHA has added a third option. The third option that dealers may choose is to provide the cash price as required in previous program years. MSHA's goal is to protect Maine's neediest citizens. Many oil dealers give discounts to a wide variety of customers; LIHEAP customers are currently unable to take advantage of those discounts. MSHA will further consider fairness and confidentiality concerns in the preparation of the 2006-2007 State Plan.

(5) Comments on MSHA's direct payment to vendors and associated software requirements

Betsy Sawyer-Manter, Director of Housing, People's Regional Opportunity Program, expressed support for the new database outlined in the 2005-2006 State Plan. She said it will help the community action agencies integrate their energy programs with their weatherization programs. She commented that she felt the community action agencies could rely on MSHA to provide the necessary assistance to implement the data base system. Joyce C. Scott, Executive Director of Waldo Community Action Partners expressed concerns regarding the new LIHEAP software system MSHA is implementing in connection with its direct payments to vendors. She requested that MSHA delay implementation of the new software system.

Response: In 2002, MSHA embarked on a 5 year project to combine existing databases for the state's fuel assistance and weatherization programs under a single, centralized information system. The new management information system, called Maine Energy Assistance and Conservation Database ("MERAC"), that is being implemented this summer for the LIHEAP fuel assistance program, is the product of a deliberated and comprehensive process of assessment, design, and development, in which the community action agencies, MSHA and the MERAC developers participated.

The old systems that MERAC is replacing had numerous and significant deficiencies. The new MERAC system will provide both MSHA and the community action agencies with needed functionality, efficiency, performance and ease of use in the delivery of fuel assistance. MSHA will address concerns regarding the mechanics of the database through trainings and a handbook.

Originally, the implementation of the new database was not related to direct payment by MSHA to vendors. MSHA is making the direct payment to vendors to centralize and streamline the payment and accounting processes for purchase of the price cap programs or discounts on behalf of LIHEAP customers. Direct payment to vendors will ease the administrative burdens of vendors and community action agencies.

(6) Appreciation of MSHA's efforts to stretch the benefits of LIHEAP recipients

Stephen G. Ward, Public Advocate wrote in support of the price caps and cash price discount set forth in the 2005-2006 State Plan. Patricia Kosma, Deputy Director of the Kennebec Valley Community Action Program wrote that KVCAP supports the plan in its entirety. Betsy Sawyer-Manter, Director of Housing, People's Regional Opportunity Program expressed appreciation for MSHA's attempt to stretch finite public resources to serve more people or increase the number of gallons of fuel recipients receive.

Response: MSHA appreciates the support for the changes to the LIHEAP program. MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. However, MSHA intends to start the 2006-2007 State Plan hearing process prior to the spring of 2006 so that if MSHA wishes to purchase cap price programs, the vendors will be able to offer the same price cap programs other customers are offered to LIHEAP beneficiaries for the 2006-2007 heating season.

(7) Suggestions that efforts be made to promote energy conservation

Beth Nagusky, Governor's Director of Energy Independence and Security and John M. Longley, President, L.M. Longley & Son suggested that for the upcoming heating season MSHA and the oil dealers could stretch dollars and resources by stressing energy conservation. They said well insulated and weatherized homes and efficient furnaces would lead to less oil use and ultimately a larger benefit for the LIHEAP customers.

Response: MSHA agrees that we should all promote energy conservation. MSHA has since met with the Governor's Office and the Maine Oil Dealers' Association and will work with Beth Nagusky and the Maine Oil Dealers' Association on conservation, weatherization (including Operation Keep ME Warm), and other ways to help LIHEAP customers save fuel.

(8) Questions on the mechanics of implementing the price caps and discounts

Jamie Py, President of the Maine Oil Dealers Association, John Wheeler of C.N. Brown Company, and Joyce C. Scott, Executive Director of Waldo Community Action Partners posed questions. Mr. Py stated he did not expect an answer but wanted to put the questions on record. He asked whether vendors may charge a premium under the cap plan; how a vendor will know when a capped price stops and the standard price begins; how MSHA will spend the 2% of the LIHEAP benefits reserved to reimburse MSHA for its costs in advancing funds for cap plans and discounts prior to receiving funds from the Department of Health and Human Services; whether an analysis of the administrative work and the cost benefit of changing the plan has been done. Mr. Wheeler asked who would educate the LIHEAP customers about the new program; how MSHA will verify the discount was given;

and how emergency funds will be handled. In addition to raising concerns concerning MSHA's added administrative responsibilities and the new software, Ms. Scott asked whether the proposed plan complies with law and what the savings will be.

Response: As set forth above, MSHA will not *mandate* the oil dealers to offer price caps or a discount on the cash price under the 2005-2006 State Plan. Instead, MSHA has added a third option. The third option that dealers may choose is to provide the cash price as required in previous program years.

The responses to the above specific questions on mechanics are as follows: (1) A premium on cap plans for LIHEAP customers of a vendor may be charged only if other customers of the vendor need to pay the premium. (2) Vendors will continue to track price changes as they do for the existing program. (3) MSHA has with permission from the Department of Health and Human Services provided the flexibility in the 2005-2006 State Plan to use up to 2% of LIHEAP funds to repay MSHA's cost of borrowing funds to lock-in price cap plans and discounts. All funds not used to reimburse MSHA for its cost of funds will be reallocated for direct benefit to the customers. (4) MSHA estimated the additional benefit to LIHEAP customers (additional fuel that could be purchased with the money saved) and the added administrative costs to MSHA in making direct payments to vendors. (5) Approved sub-grantees will continue to provide program education to all recipients applying for LIHEAP. (6) MSHA will continue as required by federal statute to audit contracted vendors to ensure program compliance. (7) Emergency funds will be requested by the local sub-grantees and payments made directly through MSHA. (8) MSHA has worked with the Department of Health and Human Services and the Attorney General's Office to ensure we are in compliance with Federal and State Laws regarding the centralized database and the program changes.