

2004

FY' 2005 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



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**Michael Finnegan
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;

GRANTEE Maine State Housing Authority

- (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

GRANTEE Maine State Housing Authority

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");

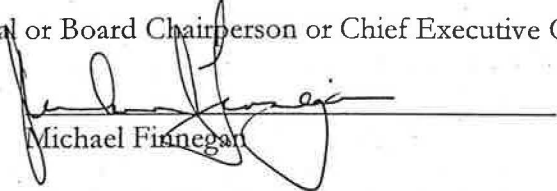
- (11) Permit and cooperate with Federal investigations undertaken in accordance with Section 2608;
 - (12) Provide for timely and meaningful public participation in the development of the plan described in Subsection (c);
 - (13) Provide an opportunity for a fair administrative hearing to individuals 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.

GRANTEE Maine State Housing Authority

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

Signature:


Michael Finnegan

Title: Director, Maine State Housing Authority

Date: August 27, 2004

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, 2004 – April 30, 2005 (unless extended by MSHA)
	* <u> X </u>	cooling assistance	June 1, 2005 – September 30, 2005
	<u> X </u>	crisis assistance	October 1, 2004 – March 31, 2005
	<u> X </u>	weatherization assistance	October 1, 2004 – September 30,

2005

* 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> 72 </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> 2 </u> %	services to reduce home energy needs 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

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 Sub-grantees main office. Other benefits will be used to pay for the taking of a LIHEAP application at the Outreach sites only, as well as providing additional services to the applicant, such as budget counseling, energy education, payment arrangement assistance, home visits, and intake. Other benefits (assurance 16) will not exceed two percent of the grant. Other benefits are not considered administrative costs, and therefore are not subject to the ten percent administrative limit.

GRANTEE Maine State Housing Authority**statutory
reference**

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.

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)

2605(c)(1)(A)

What are your maximum eligibility limits? (Please check the 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-

GRANTEE Maine State Housing Authority**statutory
reference**

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 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 Rule 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. (See attached Rule)

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.

GRANTEE Maine State Housing Authority**statutory
reference**

* 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 \$1.00, which is the total amount of HEAP benefit payable to such persons for all future heating seasons until September 30, 2005.

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 payment 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>X</u>
Priority eligible groups? (List, if any)	_____	<u>X</u>
Elderly?	_____	<u>X</u>
Disabled?	_____	<u>X</u>
Young children?	_____	<u>X</u>
Other: (If yes, please describe)	_____	<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)(8A)

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. Once a household is eligible, actual household consumption collected directly from energy vendors or the Design Heat Load Calculation formula is applied to determine the number of points. A value is assigned to the points based on the amount of funding allocated to the state. Maine does not have a categorically eligibility component in the LIHEAP program.

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:

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

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

(benefit levels)

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.

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 household's actual fuel consumption data collected directly from energy vendors when applicable, or the Design Heat Load Calculation set forth in Home Energy Assistance Program Rule, Chapter 24 of MSHA's Rules, which Rule is hereby incorporated herein, to estimate households' annual heating costs.

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. 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 15 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 No**If 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.**

<u> X </u>	Heating/repairs	<u> \$2500 </u>	maximum benefit
_____	Cooling	_____	maximum benefit
<u> X </u>	Year-round	<u> \$2500 </u>	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.)

 X Weatherization Needs assessments/audits:
 X Caulking, insulation, storm windows, etc.
 X Furnace/heating system modifications/repairs
 X Furnace replacement
 Cooling efficiency mods/repairs/replacement
 X 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? X Yes No

Currently, the benefit averages approximately \$2,650 per unit.

If yes, what is the maximum amount? \$2,650

Under what rules do you administer LIHEAP weatherization? (check
only one.)

 Entirely under LIHEAP (not DOE) rules
 X 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):

 X 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

 X community action agencies (weatherization)

 X 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 X

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.

Subgrantees may issue a direct check to HEAP recipients who do not have a designated vendor to service their area. Subgrantees 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 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.

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 make payment to the energy supplier or 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 attached.

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.

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

On-site monitoring will occur at the start of the program year. Each on-site visit will include an entrance and exit interview. Monitoring of each agency will include reviewing the last independent audit report, analyzing the data submitted by each Subgrantee to determine income eligibility, benefit determination and program compliance. Additional on-site monitoring will be conducted as necessary.

GRANTEE Maine State Housing Authority**statutory
reference**

Monitoring of energy suppliers will be done by MSHA through annual reports and on-site monitoring as necessary.

Maine State Housing Authority will issue to the sub-grantee a written report containing all findings following each 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)

**(timely and
meaningful
public
participation)**

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

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 July 28, 2004. Written comments were also accepted through August 27, 2004. Copies of our draft State Plan have been mailed to all interested parties prior to the public hearing.

2605(a)(2)

(public hearings)

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)

The grantee held a public hearing for the proposed use and distribution of LIHEAP on August 17, 2004.

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

- A. Fair hearings 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 as follows:

HEAP/ECIP

1. The application is denied; unless the denial is based on lack of documentation and or that an arithmetical or computational error was made in determining the amount of HEAP benefits;
2. The application is neither denied nor approved within the prescribed time period; unless the delay was caused by the household's lack of cooperation in providing necessary and reasonable documentation; or
3. The household disputes the amount of the benefit; or
4. There has been a request for refund of an overpayment by the sub-grantee.

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. 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**

CHIP/WEATHERIZATION

1. Application is denied;
 2. Application is neither denied nor approved within a reasonable time, unless the delay was caused by the household's lack of cooperation in providing necessary and reasonable evidence;
 3. Application is certified as income eligible but the dwelling unit is not approved for weatherization or CHIP services.
- B. The household must request a hearing no later than thirty calendar days from the postmarked date of the notice from the sub-grantee. Hearings should be requested by contacting the Maine State Housing Authority. Any request for hearings made to the subgrantee will be immediately referred to the Maine State Housing Authority.
- C. Recommended resolutions from the Administrative Hearings Officers will be reviewed by MSHA's Director of Energy and Housing Services and forwarded to the Director of the Maine State Housing Authority with a recommendation for acceptance or denial. The Director of MSHA will issue a final resolution in writing to the subgrantee and applicant, to be implemented within seven working days after said decision.

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 must be borne by other funds.

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 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 \$1 million to replace inefficient appliances to LIHEAP households.

Finally, all Maine Oil Dealers provide home heating fuel to our LIHEAP clients at a discounted price. This discount is unconditional, except that the recipient must be a LIHEAP client. The discount is negotiated through the Grantee's vendor contracts and is provided by approximately 500 vendors.

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) by processing their applications before all others in the first month of the program year.
- Make a reasonable and good faith effort to enroll and serve households who heat with wood within the first few months 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.
- Develop 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 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.

- 50,000 households will complete a LIHEAP Application in FY 2005.
- 45,000 households will be determined eligible for fuel assistance in 2005.
- 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 these homes.
- 100 households will achieve energy self-sufficiency.

TRACKING and VERIFICATIONS

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

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

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

GRANTEE Maine State Housing Authority**statutory
reference**

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

2004 - 2005

FAMILY SIZE	75%			125%			150%			Must be Hypothermia-Vulnerable 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	582	1,746	6,983	970	2,909	11,638	1,164	3,491	13,965	1,319	3,957	15,827
2	781	2,342	9,368	1,301	3,903	15,613	1,561	4,684	18,735	1,769	5,308	21,233
3	979	2,938	11,753	1,632	4,897	19,588	1,959	5,876	23,505	2,220	6,660	26,639
4	1,178	3,534	14,138	1,964	5,891	23,563	2,356	7,069	28,275	2,670	8,011	32,045
5	1,377	4,131	16,523	2,295	6,884	27,538	2,754	8,261	33,045	3,121	9,363	37,451
6	1,576	4,727	18,908	2,626	7,878	31,513	3,151	9,454	37,815	3,571	10,714	42,857
7	1,774	5,323	21,293	2,957	8,872	35,488	3,549	10,646	42,585	4,022	12,066	48,263
8	1,973	5,919	23,678	3,289	9,866	39,463	3,946	11,839	47,355	4,472	13,417	53,669

FOR EACH ADDITIONAL FAMILY MEMBER ADD:

199	596	2,385	331	994	3,975	398	1,193	4,770	451	1,352	5,406
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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 \$3,180 for each additional member

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

VENDOR AGREEMENT

MSHA Assigned

Vendor # _____

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
(hereinafter the "Supplier")

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

_____, _____
(Town or City, State, and Zip Code) (Phone #)

hereby agree that the Supplier will deliver Home Energy 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. 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.
- B. "Cash Price" means the amount supplier charges for Home Energy if paid for at the time of delivery.
- C. "Credit Effective Date" means October 1st of the program year.
- D. "ECIP" means the Energy Crisis Intervention Program.
- E. "Eligible Household" shall have the same meaning as set forth in the Rule.
- F. "Home Energy" means a source of heating in residential dwellings.

- G. "LIHEAP" means Low Income Home Energy Assistance Program.
- 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 customers electric account.
- I. "Records" means any of the Supplier's books, documents, payroll reports, financial statements, papers or things that are necessary or desirable for the delivery of Home Energy or other services authorized under LIHEAP or ECIP.
- J. "Rule" means the Home Energy Assistance Program Rule, 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 within the geographic area in which an Eligible Household resides.
- L. "Supplier" means the individual or entity that supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such person, and for purposes of this Agreement means the person identified as such in Section 1 of this Agreement.
- M. "Supplier Payment Plans" means payment programs for the purchase of Home Energy at a price other than Cash Price, provided that such plans are offered to customers to assist them, lower, cap, or otherwise manage the cost of Home Energy. Supplier payment plans do not include purchases of Home Energy on credit.
- N. "Vendor Reimbursement Request Form" means the form prescribed or accepted by the Authority that authorizes payment to Supplier pursuant to Section 5, paragraph E of this Agreement, attached hereto as Exhibit I and incorporated herein by reference.
- O. "Voucher" 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 shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of LIHEAP benefit spent on the Eligible Household or credited to its customer account.

3. TERM OF AGREEMENT.

The term of this Agreement begins once executed by the Authority and the Supplier, and ends on the earlier of the date set forth in a Notice of Contract Completion sent to the Supplier or such earlier termination of this Agreement in accordance with Section 11 hereof. Notwithstanding the preceding sentence, Supplier agrees that any relevant duty imposed under this Agreement shall continue to apply after the expiration of this Agreement to the extent that Supplier does not spend any funds allocated to it during the term of this Agreement.

4. LIHEAP.

- A. Purpose. LIHEAP provides assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 5 of this Agreement.

HEAP/ECIP

Low Income Home Energy Vendor Agreement (070101)

Page 2 of 15

- B. Allowable Uses. Allowable uses of LIHEAP benefits shall be limited to payment to the Supplier for delivery of Home Energy.
- C. Payments. Supplier shall receive payment at the same time it receives the Voucher.

5. 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 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 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. Supplier acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by the Sub-grantee.
- E. Notwithstanding any other provision of this Agreement, deliveries of Home Energy or services pursuant to this Section 5 must be made when prescribed by Sub-grantee and in any case no later than 18-24 hours from the time of the request made by the Sub-grantee.

6. RETURN OF PAYMENTS.

Supplier agrees to notify and return to the Authority or Sub-grantee, as the case may be, any excess or unused LIHEAP payments:

- 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; remaining LIHEAP benefits must be returned to Sub-grantee;

- C. respecting any Eligible Household that has not received deliveries or other services for 12 months;
- D. within 30 days of the termination of this Agreement pursuant to Section 11 hereof; or
- E. upon receipt of, and within the time period prescribed by, the Benefit Return Form from the Authority or Sub-grantee.

With respect to each refund made pursuant to this section 6, the Supplier agrees to provide its written statement setting forth the name of the Supplier, the name and address of the Supplier's customer, the customer's account number, the amount refunded, and a concise explanation of the reason for the refund.

7. BILLING PROCEDURES.

- A. Cash Price. Supplier agrees to charge no more than Cash Price for the delivery of Home Energy. The Supplier further agrees not to offset or otherwise consider an Eligible Household's outstanding indebtedness to the Supplier for purposes of calculating Cash Price.
- B. Supplier Payment Plans. LIHEAP households are allowed to participate in vendor payment plan agreement options. Vendors must have a signed agreement from the customer stating the terms of the agreement and also explaining that the Cash Price does not apply to the payment agreement plan options. (If a LIHEAP household does not elect to participate in a payment plan agreement then the Cash Price applies.)
- C. 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 the Credit Effective Date, unless the LIHEAP or ECIP recipient has entered into a Supplier Payment Plan as defined in Section 2.M. hereof.
- D. Prohibited Discrimination. The Supplier agrees not to discriminate against any 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 it being an Eligible Household.

8. 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 of this Agreement. This provision survives 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 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;
 3. The amount of unexpended LIHEAP benefit allocated to each Eligible Household; and
 4. A daily log of Supplier's Cash Price and any other price it charges for Home Energy, if applicable.
- D. Access. Respecting a particular Eligible Household, Supplier 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 12 hereof.

9. 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. (See attached reporting form.)

10. 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.

11. 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.

12. TERMINATION AND BAR.

- A. Termination by the Authority. The Supplier'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 Supplier 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 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 termination. The Supplier agrees to maintain the Records required by Section 8 of this Agreement notwithstanding termination.
- C. Bar. The Authority may bar the Supplier from participation in any other fuel assistance programs administered by the Authority 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.

13. CONFIDENTIAL INFORMATION.

- A. Confidentiality. Any information acquired by the Supplier, 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 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 or ECIP recipients submitted to the Supplier, or its employees, agents, contractors 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 Supplier is required to disclose pursuant to applicable law.

14. 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, 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.

15. 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 originally assumed the same. 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, or of its intent to cease doing business as a vendor of Home Energy.

16. 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 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 forth in Exhibits III and IV attached hereto and any other applicable provision of federal or Maine law.

17. ENTIRE AGREEMENT AND SEVERABILITY.

This Agreement constitutes the entire agreement between the Authority and the Supplier and supersedes any other contract or agreement, 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.

18. INDEPENDENT CAPACITY.

It is understood and agreed by the parties hereto that the Supplier, 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.

19. 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 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 Supplier of its obligations, responsibility and liability under this Agreement.

20. 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.

21. AMENDMENTS.

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

22. 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.

23. 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 04330-4633

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

24. 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 under this Agreement against the Supplier.

25. 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.

26. 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, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap. 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, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap.

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.

27. 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: _____
Peter Wintle
Its Energy and Housing Services, Director

SUPPLIER

Witness: _____ ☒ By: _____ ☒
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:

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	_____
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

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

BENEFIT RETURN

TO: _____
(Vendor Name)

FROM: _____
(Community Action Agency)

DATE: _____

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

account number: _____ be returned to

_____ at
(Community Action Agency)

_____ no later than
(address)

(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 LOBBYINGCertification 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)

MSHA Assigned

Vendor # _____

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: _____
Peter Wintle
Its Energy and Housing Services, Director

DEALER

Witness: _____ ☒

By: _____ ☒

Name: _____ ☒

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 

Date 10/1/04

Typed Name and Address:

Michael Finnegan, 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

Michael Finnegan, Director
Name & Title of Authorized Representative

Signature

10/1/04
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 10/1/04

Title _____

Organization _____

State of Maine

LIHEAP Long Household Report--All Applications

Type of Assistance	Number of Applicant Households	2004 Household Poverty Level Using Gross Income and Household Size				
		Under 75% Poverty	75%-100% Poverty	101%-125% Poverty	126%-150% Poverty	Over 150% Poverty
Heating	51245	6977	14596	18383	8167	3122
Winter/Year Round Crisis	4085	383	1620	1410	548	112
Weatherization	1320	68	365	546	245	96

State of Maine

LIHEAP Household Report--Federal Fiscal Year 2004--Long Format

Type of Assistance	Number of Assisted Households	2004 Household Poverty Level Using 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	45400	1885	14135	18365	8161	2854	23627	14721	6730	4041	4162
Winter/Year Round Crisis	4406	403	1752	1536	592	123	1118	1733	948	555	600
Weatherization	1320	68	365	546	245	96	601	475	188	88	138

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

PUBLIC LAW 97-35, AS AMENDED

FISCAL YEAR (FY) 2005

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: Michael Finnegan, Director MSHA, mfinnegan@mainehousing.org, Fax (207) 626-4621

Peter Wintle, Director of Energy & Housing Services, pwintle@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

Name of applicant: _____

Date: _____

Address: _____

Your application for assistance for the following programs is denied in the program areas checked below unless you can provide additional information as requested.

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

The reason for this denial is stated below:

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

Your Income		Income Guidelines	
1 Month	_____	1 Month	_____
3 Months	_____	3 Months	_____
12 Months	_____	12 Months	_____

If you are denied because you are over income but have paid unreimbursed medical expenses, you may still be eligible for assistance. Please contact the agency that took this application for more information.

_____ We have not been able to verify your household income.

Explain: _____

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

_____ Other: (Cite rule, section & Explain) _____

If you have a reason to believe that changes in your income, household size, or other factors will make you eligible at some future time, remember that 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.

Name of local program operator: _____

Address: _____ Zip: _____

Phone: _____ Signature of Certifier: _____

See the back of this form for information on fair hearings.

White/Client

Canary/File

Pink/Weatherization

(Over)

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.

REQUEST FOR HEARING

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

(Today's Date)

I, _____ request that you schedule a hearing on my
(Your name)

HEAP / ECIP application. The reason for my request is: _____

(Use additional paper if necessary)

Agency that processed application: _____

(Printed Name)

(Address)

(Cap Agency)

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.

**MAINE STATE HOUSING AUTHORITY
MINUTES OF THE BOARD OF COMMISSIONERS MEETING
August 17, 2004**

The Commissioners of the Maine State Housing Authority convened on August 17, 2004 at the Maine State Housing Authority, 41 Anthony Avenue, Augusta, Maine. Notice of the meeting was published on August 10, 2004 in the Central Maine Newspapers.

At 9:00am, the following Commissioners were present:

Present: Sherry Gregory, Elizabeth Horning, Margaret Haynes, Mike Finnegan

Absent: Carol Kontos, Peter Judkins, Dale McCormick

Also present for all or portions of the meeting were Margaret Bean (Deputy Director), Peter Wintle (Energy & Housing Services Division Director), Jo-Ann Choate (Energy Program Manager), Linda Uhl (Chief Counsel), Tom Cary (Treasurer), Kathleen Poulin (Resident Service Manager), and Jane Whitley (Note taker).

Chairman Mike Finnegan presided over the meeting and noted that there was a quorum present.

Public Hearing: LIHEAP State Plan 2004-2005

There were three members of the public present: Kelly LaChance (KVCAP), Kitty Doughty (WCAP), and Judy Frost (WMCA/HEAP/Energy Council)

Notice was published on August 10, 2004; written comments will be accepted until August 20, 2004 at 4:00pm.

Peter Wintle reviewed the public hearing process, and asked if there were any questions before the public hearing was opened for comments.

Peter Wintle opened the public hearing at 9:20am. There was one written comment (Enclosure #1) that was read aloud by Judy Frost. The hearing was closed at 9:25am.

Agenda

Chairman Finnegan reviewed the agenda and asked if there were any disclosures of conflicts of interest or communications.

Minutes for June 15, 2004

The minutes from the June 15, 2004 meeting were reviewed. Commissioner Gregory moved that the minutes be accepted. Commissioner Haynes seconded the motion and the vote was 4 – 0 in favor.

Director Update

Chairman Finnegan provided the following updates:

- Chairman Finnegan discussed the status of his position. He announced that he had not been reappointed. To date, a nominee has not been announced.
- The Governor's Conference is scheduled for Tuesday, September 21, 2004. The theme will be "Celebrating 35 Years of Partnerships." The keynote speaker will be Liz Murray, a woman who went from being homeless to attending Harvard.

Resident Service Coordination (Enclosure #3)

Kathleen Poulin presented information regarding her role at MSHA as the Manager of Resident Services. She gave an overview of the history of service coordination in Maine, the role of the coordinator in housing, how the positions are funded, and other professional development offered to Resident Service Coordinators.

2004 Series B Bond Issue (Enclosure #4)

Tom Cary reviewed the upcoming 2004 Series B Bond Issue.

Reports

- Budget Report
- Administration Report
- Development Report
- Energy & Housing Services Report
- Finance Report
- Homeownership Report
- Management Report
- Internal Auditor's Report

There were no questions on the reports.

Other Business

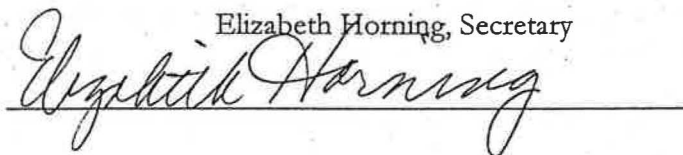
- None

Adjournment

Commissioner Gregory moved to adjourn the meeting at 11:45am. Commissioner Horning seconded the motion and the vote was 3 – 0 in favor.

The next meeting will be on Tuesday, September 21, 2004 at 41 Anthony Avenue, Augusta.

Elizabeth Horning, Secretary

A handwritten signature in cursive script, reading "Elizabeth Horning", is written over a horizontal line.

LIHEAP FACT SHEET
(June 7, 2004)
(Revised August 16, 2004)

2003 – 2004 Program

- Served some 45,000 households.
- Provided an average benefit of \$438.
- Released \$10,000 in ECIP "B" funds for emergency repair and replacement of heating systems in Canton, Maine after a winter flood. (ECIP B is emergency funds over the 15% limit for weatherization).
- Served 4,151 households with Emergency Crisis Assistance. (These were households that ran out of fuel and needed an emergency fuel delivery.)

2004 – 2005 Program Year

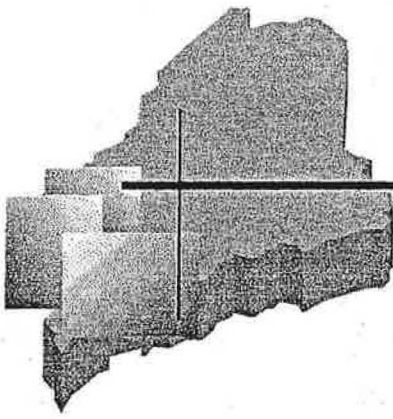
The U.S. Department of Health and Human Services is conducting an audit of Maine's LIHEAP Program. During a recent exit interview, Nick St. Angelo indicated "Maine was doing an excellent job targeting its resources to the neediest households."

Last year, Congress authorized \$1.8B nationally for LIHEAP with Maine receiving \$23,045,594. Based on current discussions in Washington, we anticipate Congress will approve at least \$1.8B for the 2004-5 program year. Therefore, Maine's base grant will be \$23,045,594. LIHEAP may be part of a Continuing Resolution (CR) if the Labor/HHS Bill is not completed by September 30th.

- Some CAAs have begun to take applications for priority applicants (the elderly and families with children under two years of age) and for households who heat with wood.
- MSHA will issue approximately \$2.6 million in program funds to CAAs by mid September for priority households.
- Benefits will begin to be paid by October 1st.
- Benefits will begin to be paid by October 1st.
- MSHA will issue additional Fuel Assistance funds once Maine's grant award is approved.
- The Department of Energy announced this past week that customers who heat with home heating oil will pay 10% more this winter.
- 15% of the LIHEAP funding will be used in weatherization.

- Average price of heating oil is \$1.43 to \$1.54.

Given the current trend of increasing energy prices, it will be difficult to predict how many households will need help next winter. Weather conditions and oil prices are significant factors MSHA must carefully weigh before making final decisions for 2004-2005.



ENERGY COUNCIL

Enclosure #2

Judy Frost, Chair Person
Eleanor West, Secretary/Treasurer

August 17, 2004

Mike Finnegan
Peter Wintle

My name is Judy Frost. I work for Western Maine Community Action, Inc. and am Chairperson of the Energy Council, an affiliate of the Maine Community Action Association. I am here today representing The Energy Council.

We appreciate that there are no changes to LIHEAP for the 2005 program year. We feel Maine has an excellent program and it takes a great deal of time and effort to run the program at that level without adding changes which need to be dealt with. Next year, with MSHA's new statewide database, there will be changes for the Cap agencies. Caps will also be doing the applications for renters in subsidized housing with the heat included in their rent next year. Those will both be time consuming ventures for Caps, so we all appreciate a "status quo" year.

The Energy Council is excited about MSHA's new statewide database system which will be piloted by some of us this year and the rest of us getting involved next

Carol Maynard
Aroostook County
Action Program

Mike Bonzagni
Coastal Community
Action Program

Elaine Trufant
Coastal Economic
Development Corp

Lisa McGee
Community Concepts,
Inc.

Kelly LaChance
Kennebec Valley
Community Action

Jennifer Giosia
Penquis Community
Action Program

Victoria Doughty
People's Regional
Opportunity
Program

Kitty Doughty
Waldo Community
Action Partners

Eleanor West
Washington Hancock
Community Action

Judy Frost
Western Maine
Community Action

Barbara Lizotte
York County
Community Action

Pat Averill
Honorary Member

Dianne Hanley
Honorary Member

Jo-Ann Choate
MSHA Liaison

year. It will be nice to have everyone gathering the same information in the same way. This is very important. This database will make the collection of data for federal, state, regional and local reports much easier. MSHA will be able to gather much of the information needed for federal reports directly without individual Caps having staff spend time to gather that information.

Finally, we would like to thank MSHA, Peter Wintle and his staff, in particular, for the support we get as we provide our clients with a very vital service. LIHEAP is a very important benefit for them.

UNIVERSITY OF SOUTHERN MAINE



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