

Appendix O

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
CRISIS ASSISTANCE -- HEATING**

**Supplier Verification**

Date: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-referenced household has applied for emergency assistance through the crisis assistance component of the Low-Income Home Energy Assistance Program. Because this household does not have a gauge on its fuel tank, we cannot estimate how much fuel is remaining. Since you provide fuel to this household on a regular basis, we are requesting that you provide us with the information requested below, which will enable us to take action as quickly as possible.

Please forward this information to us as soon as possible in order to avoid undue hardship to this household.

\_\_\_\_\_  
Signature



**\*\*\*\*\* TO BE COMPLETED BY ENERGY SUPPLIER \*\*\*\*\***

Based on the information available to me in my records, I certify that the above household has \_\_\_\_\_ gallons of fuel remaining. This represents \_\_\_\_\_ of the tank capacity.  
(fraction)

\_\_\_\_\_  
Supplier Signature Date

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

**Rental Payment Agreement**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Penobscot Nation Low-Income Home Energy Assistance Program and \_\_\_\_\_ (hereinafter call the "landlord") whose mailing address is \_\_\_\_\_,

**WITNESSETH THAT:**

**WHEREAS**, the Penobscot Indian Nation has received funds under PL 97-35, as amended to assist eligible households to offset the rising costs of home energy that are excessive in relation to household income; and

**WHEREAS**, \_\_\_\_\_, (hereinafter called the "eligible household"), whose residence is located at \_\_\_\_\_ said premises being owned and operated by the landlord; and

**WHEREAS**, the Penobscot Indian Nation Low-Income Home Energy Assistance Program wishes to provide this eligible household with home energy assistance benefits to assist in meeting its home energy costs;

**NOW, THEREFORE, the Parties do mutually agree as follows:**

1. The Penobscot Indian Nation agrees to pay the landlord the sum of \$\_\_\_\_\_ (\_\_\_\_\_), such amount to be used to assist the eligible household in meeting its costs for home energy and otherwise in accordance with the purposes of PL 97-35, as amended;
2. The landlord agrees to apply the funds described in paragraph 1 to reduce or eliminate the eligible household's energy costs for the month immediately following receipt of said funds. To the extent that there are any funds remaining after such expenses, the landlord agrees to apply such remaining funds in the same manner for each successive month until said funds are exhausted. In the event that said funds do not cover the entire cost in any given month, the landlord shall bill the eligible household for any amount in excess of that specified in paragraph 1.

**IN WITNESS THEREOF**, the Penobscot Indian Nation Home Energy Assistance Program and the landlord have executed this agreement as of the date first above written.

PENOBSCOT INDIAN NATION LOW-INCOME  
HOME ENERGY ASSISTANCE PROGRAM:

\_\_\_\_\_, LANDLORD:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix Q

Memorandum of Agreement Between  
**Penobscot Nation Department of Human Services**

And

**Penobscot Nation Housing Authority**

For

**Rental Payments**

Under the

**Low-Income Home Energy Assistance Program (LIHEAP)**

This agreement is entered into on the first day of October, \_\_\_\_ by and between the Penobscot Nation Department of Human Services (hereinafter called PIN-DHS) and the Penobscot Nation Housing Authority (hereinafter called PIN-HA).

**WITNESSETH THAT:**

**Whereas**, the Penobscot Nation receives funds under P.L. 97-35, as amended to assist eligible households in offsetting the rising costs of home energy that are excessive in relation to household income; and

**WHEREAS**, there are residents in rental units that are operated by the PIN-HA who are eligible to receive LIHEAP assistance; and

**WHEREAS**, PIN-DHS wishes to provide these eligible households with LIHEAP assistance;

**Now, THEREFORE, the Parties do mutually agree that LIHEAP eligible occupants of rental units operated by the PIN-HA will receive LIHEAP assistance as follows:**

1. After eligibility has been determined, the PIN-DHS will provide written notification to the PIN-HA that will set forth the name and physical address of the eligible person, along with the amount of the LIHEAP assistance to be paid.
2. The PIN-HA will apply the amount of the assistance to that household's rental payment for the month and will continue to do so in each successive month until the amount of LIHEAP assistance is exhausted.
3. The PIN-HA provide a written receipt to the PIN-DHS that will set forth the name and physical address of the eligible person as well as the time period covered by the amount of LIHEAP assistance.
4. If there are insufficient funds to cover the entire rental payment in any given month, the PIN-HA shall not hold the PIN-DHS liable for such amount.

This agreement will be effective through September 30, \_\_\_\_.

PENOBSCOT NATION DEPARTMENT OF  
HUMAN SERVICES:

PENOBSCOT NATION HOUSING AUTHORITY:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Appendix R

Agreement Between  
**Penobscot Indian Nation**  
And

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For  
Supplying Home Energy  
Under the  
**Low-Income Home Energy Assistance Program**  
(Pursuant to P.L. 97-35, as amended)

\_\_\_\_\_ (hereinafter called "Supplier"), a fuel or energy vendor doing business in the State of Maine, agrees to deliver, and the Penobscot Indian Nation agrees to pay for, home energy to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Indian Nation pursuant to PL 97-35, as amended, and "home energy" means electricity, oil, gas, coal, kerosene, wood and any other fuel used primarily for heating in a residential dwelling.
2. The Penobscot Indian Nation will periodically issue in advance to the Supplier checks, attached to which will be a listing identifying the eligible households on whose behalf the Penobscot Indian Nation is making payment, along with the maximum benefit amount for each household.
3. The Supplier, upon receipt of a check, will commence to make delivery of services to eligible households only at the addresses specified on the listing. The Supplier understands that the Penobscot Indian Nation will not pay for any services provided before the date on which a household's eligibility has been certified. The Supplier also understands that the cost of services may not exceed the maximum benefit amount, and agrees to charge an eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of payment made by the Penobscot Indian Nation under this title. The Supplier agrees to submit to the Penobscot Indian Nation, delivery slips or monthly statements, which specify the date(s) of delivery, the amount and type of home heating energy delivered, and the cost of such energy until such time as the household has exhausted its HEAP benefits. It is expressly understood that the Penobscot Indian Nation will not be held liable for payment of any amount which exceeds the household's maximum benefit amount.
4. The Supplier will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement on whose behalf payments are made.
5. The Supplier will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Indian Nation or its designee to verify the amount of home energy delivered to eligible households covered by this agreement and the amount of payments made for home energy by such households. The Supplier's records will be maintained for at least three (3) months beyond the expiration date of this agreement as specified in Paragraph 7, and such records will be made available for inspection and photocopying by the Penobscot Indian Nation.
6. No household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or regulatory requirements.
7. This agreement is effective on October 1, \_\_\_\_\_ and shall terminate at midnight on September 30, \_\_\_\_\_. The Supplier, its successors and assigns agree that the rights of eligible households which have received home energy under this agreement shall not be prejudiced in the event of early termination of this agreement.

8. In the case of death or relocation of an eligible household outside the service area of the Penobscot Indian Nation, the Supplier will be immediately notified by telephone and as soon as possible after notification by telephone; the Supplier will be notified in writing. As soon as telephone notification is made, the Supplier will immediately terminate deliveries to the specified household. Within thirty (30) days of written notification, the Supplier agrees to return to the Penobscot Indian Nation the unexpended amount of such household's HEAP benefits.

**SUPPLIER:**

**PENOBSCOT INDIAN NATION:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix S

Agreement Between  
**Penobscot Indian Nation**  
And  
**Bangor Hydro-Electric Company**  
For  
Supplying Home Energy  
Under the  
**Low-Income Home Energy Assistance Program**  
(Pursuant to P.L. 97-35, as amended)

Bangor Hydro-Electric Company (hereinafter called "Supplier"), a fuel or energy vendor doing business in the State of Maine, agrees to deliver, and the Penobscot Indian Nation agrees to pay for, home energy to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Indian Nation pursuant to PL 97-35, as amended, and "home energy" means electricity, oil, gas, coal, kerosene, wood and any other fuel used primarily for heating in a residential dwelling.
2. The Penobscot Indian Nation will periodically issue in advance to the Supplier checks, attached to which will be a listing identifying the eligible households on whose behalf the Penobscot Indian Nation is making payment, along with the maximum benefit amount for each household.
3. The Supplier, upon receipt of a check, will commence to make delivery of services to eligible households only at the addresses specified on the listing. The Supplier understands that the Penobscot Indian Nation will not pay for any services provided before the date on which a household's eligibility has been certified. The Supplier also understands that the cost of services may not exceed the maximum benefit amount, and agrees to charge an eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of payment made by the Penobscot Indian Nation under this title. The Supplier agrees to submit to the Penobscot Indian Nation, delivery slips or monthly statements, which specify the date(s) of delivery; the amount and type of home heating energy delivered, and the cost of such energy until such time as the household has exhausted its HEAP benefits. It is expressly understood that the Penobscot Indian Nation will not be held liable for payment of any amount which exceeds the household's maximum benefit amount.
4. The Supplier will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement on whose behalf payments are made.
5. The Supplier will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Indian Nation or its designee to verify the amount of home energy delivered to eligible households covered by this agreement and the amount of payments made for home energy by such households. The Supplier's records will be maintained for at least three (3) months beyond the expiration date of this agreement as specified in Paragraph 7, and such records will be made available for inspection and photocopying by the Penobscot Indian Nation.
6. No household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or regulatory requirements.
7. This agreement is effective on October 1, 2006 and shall terminate at midnight on September 30, 2007. The Supplier, its successors and assigns agree that the rights of eligible households which have received home energy under this agreement shall not be prejudiced in the event of early termination of this agreement.

8. In the case of death or relocation of an eligible household outside the service area of the Penobscot Indian Nation, the Supplier will be immediately notified by telephone and as soon as possible after notification by telephone; the Supplier will be notified in writing. As soon as telephone notification is made, the Supplier will immediately terminate deliveries to the specified household. Within thirty (30) days of written notification, the Supplier agrees to return to the Penobscot Indian Nation the unexpended amount of such household's HEAP benefits.

**SUPPLIER:**

**PENOBSCOT INDIAN NATION:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Appendix T

Agreement Between  
**Penobscot Nation**  
And

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For  
Furnace Repair/Replacement  
Under the  
**Low-Income Home Energy Assistance Program**  
(Pursuant to P.L. 97-35, as amended)

\_\_\_\_\_, (hereinafter called "Vendor"), a duly licensed heating services vendor doing business in the State of Maine, agrees to provide, and the Penobscot Nation agrees to pay for, furnace repair or replacement services to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Nation pursuant to PL 97-35, as amended.
2. The Vendor agrees that no household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or public regulatory requirements.
3. The Vendor will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement.
4. The Vendor expressly understands and agrees that the Penobscot Nation and its agents will not be held liable for payment of any supplies, materials, and labor that has not specifically been authorized.
5. The Vendor agrees to submit to the Penobscot Nation, along with a signed copy of this agreement, a copy of his/her valid State of Maine license.
6. After being contacted by a household, the Vendor agrees to expeditiously provide a written assessment of the problem, a detailed description of the corrective measures required, and an itemized cost estimate.
7. Upon verbal authorization from the LIHEAP Coordinator, the Vendor shall immediately commence to perform specifically authorized work in compliance with State of Maine and other applicable codes as defined by the State's Oil and Solid Fuel Board and in accordance with the cost estimate.
8. The Vendor will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Nation or its designee to verify the amount of services provided to eligible households covered by this agreement. The Vendor's records will be maintained until December 31, \_\_\_\_\_, and will be made available for inspection and photocopying by the Penobscot Nation.
9. The vendor shall provide the Penobscot Nation with a copy of a current, valid State of Maine license.

10. This agreement is effective on October 1, \_\_\_\_\_, and shall terminate at midnight on September 30, \_\_\_\_\_. The Supplier, its successors and assigns agree that the rights of eligible households that have received furnace repair/replacement under this agreement shall not be prejudiced in the event of early termination of this agreement.

**SUPPLIER:**

**PENOBSCOT NATION:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date