

AGENCY LETTERHEAD

**Agreement for the Delivery of Kerosene to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of kerosene pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2____, by and between _____ (the Agency), and _____
(Vendor legal or DBA Name) and Employer Identification Number (EIN): _____

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
 - charge the Certified Customer in accordance with the vendor's established billing practice, submitting a bill to the Agency at the posted price per gallon charged to non-eligible similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
 - apply payments received against current deliveries only, and not to bills incurred prior to November 1st of the program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not to discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status, or shall hold the Agency harmless for arranging kerosene delivery by another kerosene vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, an annual kerosene cost and consumption record, non-delivery information, and arrearage amounts for each Certified Customer, within a time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practices, and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor agrees that a representative of the Vendor shall sign/initial the ticket. With each delivery, the Vendor shall provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advanced notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise agreed on by the Vendor and the Agency and subject to the Certified Customer's maximum benefit level.
4. The Vendor shall submit a metered delivery slip (or legible copies) showing the Certified Customer's name and address, date of delivery, number of gallons delivered, the Vendor's posted price on date of delivery, total delivery cost, signed by the Certified Customer or the Vendor's

**Agreement for the Delivery of Kerosene to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program- Page 2**

authorized representative in accordance with industry practice, or shall submit a computerized invoice showing the Certified Customer's name and address, date of delivery, number of gallons delivered, posted price on that day, and total cost of the delivery, by the 15th of the month for the preceding month's billing. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.

5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in DHCD/DCS "Administrative Guidance for Program Operators" as it may be reviewed or amended.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to deliver kerosene to the certified customer as authorized by the agency and to deliver kerosene within a reasonable period from the time delivery is authorized.
8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. The Vendor Monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2010 through September 30, 2011.
12. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval of DHCD/DCS.

AGENCY: _____
Signature

Name: _____
Title _____
Date: _____

Vendor: _____
Signature

Name: _____
Title _____
Date: _____

Attachment 1: Certificate of Business, Business Permit or Certificate of Good Standing.