

RESOLUTION NO. 22-91

A Resolution to Authorize the Mayor to Execute a Home Energy Supplier Agreement with Low-Income Home Energy Assistance Program (LIHEAP).

BE IT RESOLVED, by the City Council of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Home Energy Supplier Agreement for the Low-Income Energy Assistance Program (LIHEAP) for Program Year 2023.

ADOPTED AND APPROVED this 12th day of September 2022.

ATTEST:

Amanda F. Thomas
Amanda F. Thomas, City Clerk

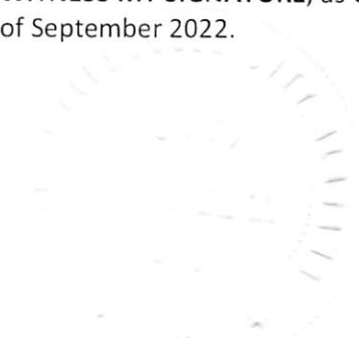
Audrey "Buffy" Colvin
Audrey "Buffy" Colvin, Council President
Curtis "Woody" Baird
Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-91** which was adopted by the City Council on this 12th day of September 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 12th day of September 2022.

Amanda F. Thomas
City Clerk of the
City of Alexander City, Alabama



SEAL

Yeas: Tapley, Colvin, Hardy, E. Brown, C. Brown, Keel

Nays: none

KAY IVEY
GOVERNOR



STATE OF ALABAMA

KENNETH W. BOSWELL
DIRECTOR

MEMORANDUM

TO: Home Energy Fuel Suppliers of Alabama Households

FROM: Wendy M. Littles, Program Manager
Community Programs Unit

DATE: August 16, 2022

RE: Home Energy Supplier Agreements for the Low-Income Home Energy Assistance Program (LIHEAP) for Program Year 2023

The Alabama Department of Economic and Community Affairs (ADECA) will again operate an energy assistance program for low-income households. If your company wishes to receive payments on behalf of eligible customers, it is required that we have a signed copy of the enclosed Home Energy Supplier Agreement on file. Please complete the bottom portion of the Agreement, make a copy for your files, and **return the original no later than Friday, September 9, 2022** to:

Wendy M. Littles, Program Manager
ADECA Energy Division
PO Box 5690
Montgomery, Alabama 36103-5690

Vendors that have multiple divisions or offices may submit only **one** agreement from the home office with an attachment that lists all divisions/offices with address and contact information.

We wish to call your attention to the following areas:

- (1) Paragraph (6) of the Home Energy Supplier Agreement requires you to refund any remaining LIHEAP funds to the local community action agency when the household's account is closed. **Do not** refund any remaining LIHEAP funds to the household.

Home Energy Fuel Suppliers of AL Households

August 16, 2022

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- (2) The notification of an award that you receive from the agency on approved customers constitutes a commitment on the part of the agency to pay for fuel delivered or services used. We trust that vendors will continue to provide prompt service to customers in the knowledge that vendors will receive full payment for every properly executed LIHEAP award. If you fail to receive payment in a timely manner (allowing agency a reasonable time to process payments), please contact this office.

If you have any questions, please do not hesitate to contact me at 334-353-3375.

WML/nk

Enclosure

STATE OF ALABAMA HOME ENERGY
SUPPLIER AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The undersigned (hereinafter referred to as the COMPANY) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the DEPARTMENT) in order to participate in the LOW- INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) for the period of October 1, 2022 through September 30, 2023.

- (1) The Department, through its administering LIHEAP agencies, shall notify the Company of each eligible household and the amount of assistance to be paid on behalf of the household.
- (2) The Company shall charge the eligible household, in accordance with the Company's normal billing process, the difference between the actual cost of home energy and the amount of the payment made by the Department through LIHEAP.
- (3) The Company shall not treat adversely any eligible household in regard to terms and conditions of sale, credit, delivery, or price either in the costs of goods supplied or the services provided because of such assistance on behalf of an eligible household.
- (4) The Company agrees that any payment amount made by the Department or its administering LIHEAP agencies, **and accepted by the Company**, shall result in a prompt and timely fuel delivery, or the continuation or restoration of the home energy supply for a period of not less than thirty (30) days from the date the Company receives official notification from the local administering LIHEAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Company of the Company's copy of the LIHEAP-101 application form and shall constitute a commitment on the part of the local administering LIHEAP agency for the payment of the home energy delivered or otherwise provided. The Company shall not be required to make more than one delivery to an eligible household within a thirty (30) day period.
- (5) The Company agrees that the entire LIHEAP payment will be credited to the eligible household's account immediately upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The balance shall remain on the eligible household's account until it is depleted or until the account is otherwise closed.
- (6) The Company agrees to refund to the local administering LIHEAP agency any remaining LIHEAP funds balance when the household's account is closed. Unless the Company has been otherwise notified by the Department, such refunds are to be made payable to the local administering LIHEAP agency and mailed within forty-five (45) days of the account's closing date. The Company shall include the household account name and account number for reference purposes.
- (7) The Company agrees to cooperate with the Department's monitoring of this Agreement, including the Department's monitoring of documentation of energy supplied to eligible households. The Company shall observe its usual and customary practices governing the release of household account information. If requested by the Department, the Company shall provide account data including, but not limited to, annual energy costs and annual energy consumption, as authorized by the household's LIHEAP.
- (8) The Company agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.
- (9) The Company agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended, by Amendment No. 26. The Company further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.


The Company recognizes and acknowledges that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article 1, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

- (10) By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

City of Alexander City
Company


Signature of Authorizing Official

281 James D. Nabors Drive.
Main Office Address

9/13/22
Date

Alexander City, AL 35010
City, State, Zip

Amanda F. Thomas
Contact Person
(256) 329-6717
Telephone Number

amanda.thomas@alexandercityal.gov
Email address

Please provide the address your company would like the LIHEAP payments to be mailed to if different from address shown above or provide an attachment with satellite office addresses, if necessary:

Utility Collections
P.O. Box 552
Alexander City, AL 35011