

APPENDIX N

Agreement Between
Penobscot Nation
andfor _____
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 Supplier doing business in the State of Maine, agrees to deliver, and the Penobscot Nation agrees to pay for, home energy to eligible households under the terms and conditions set forth below:

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, and "home energy" means, oil, gas, kerosene, wood and any other fuel (except electricity) used primarily for heating in a residential dwelling.

2. The Supplier will not discriminate against any eligible household covered by this agreement in its terms and conditions of sale, credit, delivery, or price, including service charges, reconnection charges, and payment plan arrangements.
3. No household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or public regulatory requirements.
4. The Supplier understands that the Penobscot Nation will not pay for any services provided before October 1, 2003. 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 Nation under this title.
5. The Penobscot Nation will provide, and the supplier agrees to accept, vouchers specifying the amount and kind of services to be provided to eligible households. Upon receipt of vouchers, the Supplier will make delivery of services to households only at specified the addresses.
6. The Supplier agrees to submit to the Penobscot Nation vouchers with corresponding delivery slips that specify the date(s) of delivery, the amount and type of home heating energy delivered, and the cost of such energy. The Supplier understands that the Penobscot Nation will not be held liable for payment of any amount that exceeds any household's maximum benefit amount. The Penobscot Nation agrees to pay properly submitted vouchers and delivery slips ten (10) days from the date of receipt.
7. The Supplier will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot 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 until December 31, 2004, and will be made available for inspection and photocopying by the Penobscot Nation.

- 8. This agreement is effective when signed by the Penobscot Nation and the Supplier, and shall terminate at midnight on September 30, 2004. The Supplier, its successors and assigns agree that the rights of eligible households that have received home energy 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

Barry Dana

Print Name

Title

Tribal Chief

Title

Date

Date