



Waukesha Water Utility

SERVING WAUKESHA SINCE 1886

115 DELAFIELD STREET
WAUKESHA, WI 53188-3615

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MEMORANDUM

DATE: June 17, 2021

TO: Dan Duchniak, PE, General Manager

FROM: Joseph Ciurro, CPA, Administrative Services Manager

RE: Low Income Household Water Assistance Program

On June 14th, we were informed that the State of Wisconsin, Department of Administration (DOA), Division of Energy, Housing, and Community Resources (DECHR) will be receiving grant funding for a Low-Income Household Water Assistance Program for FY 2021.

The Consolidated Appropriations Act, 2021 (Public Law No: 116-260) signed on December 27, 2020, included \$638,000,000 in funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services.

The Waukesha Water Utility is not currently set up as a vendor of the Wisconsin Department of Administration. For any of the Utility's ratepayers to apply for this funding, we need to complete and sign the Contract for Services (attached as a separate file to the agenda) by Friday, June 18, 2021.

We ask that you approve Utility management to complete and sign this agreement.

Recommended Motion: Move to approve Contract for Services with the State of Wisconsin Department of Administration for the Low Income Household Water Assistant Program.

CONTRACT FOR SERVICES BETWEEN THE STATE OF
WISCONSIN DEPARTMENT OF ADMINISTRATION AND

VENDOR NAME

This Vendor Contract is entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources hereinafter the "Division", under the following terms:

1. Definitions

- a) Agency means the entity that administers LIHWAP.
- b) Department means the Wisconsin Department of Administration.
- c) Division means the Division of Energy, Housing and Community Resources.
- d) LIHWAP means the Low Income Household Water Assistance Program.
- e) LIHWAP payment includes home drinking water and wastewater benefits.
- f) Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
- g) WHEAP means the Wisconsin Home Energy Assistance Program.

2. The Division agrees to the following:

- a) To provide funds for LIHWAP.
- b) To assign a vendor number/business code to each Vendor after the contract is signed.
- c) To issue to a vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all LIHWAP eligible households. A payment register, accessed via the secured Home Energy Plus System, precedes the check or ACH deposit. The register includes the name of the LIHWAP applicant, the account name and number, the amount(s) to be applied to each customer, and the address and county of residence of the applicant.

3. The Vendor agrees to the following:

- a) To provide water and/or wastewater services to each eligible residential household in an amount equal to the LIHWAP payment received in the current program year.
- b) To charge LIHWAP eligible households using the Vendor's normal billing process.
- c) To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
- d) Not to discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
- e) To provide to the Division, upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- f) To apply LIHWAP crisis payments identified in the Payment Register as directed by the Agency and/or Division.
- g) To post all payments to customer accounts within 3-5 business days.
- h) To clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the Wisconsin Low Income Household Water Assistance Program or LIHWAP.
- i) To provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- j) To, annually send all refunds, in compliance with LIHWAP Vendor Refund Policies, no later than 60 days following the end of the program year (September 30).
- k) To comply with LIHWAP Vendor Refund Policies and to maintain an accounting system and supporting fiscal records for five years and to provide records to Division representatives upon request.
- l) To fully cooperate with the Division's monitoring practices; including but not limited to providing requested documentation within set time frames, as well as communicating with Division staff.

- m) To provide at no cost to the Division, customer, or agency, written information on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
- n) To comply with all Wisconsin laws, regulation or other requirements pertaining to the supply of home drinking water and/or wastewater services for residential use. In the event of any dispute between the Division and the Vendor, the venue for any legal action arising out of the Contract shall be Dane County Wisconsin.
- o) To provide at no cost to the Department, or an authorized agent to the Department, for the purposes of research, evaluation, and analysis, information on household water and/or wastewater costs and usage for participants of LIHWAP.
- p) To report, to the Agency and/or the Division, situations that threaten life, health or safety.
- q) To cooperate with the Agency and/or the Division in developing procedures to respond to immediate and potential emergencies which includes the provision of household water and/or wastewater services based on the documented promise to pay using LIHWAP funds.
- r) To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
- s) To provide the Division with business practice and contact information and to notify the Division of any changes.
- t) To comply with the terms of this contract for customers who have LIHWAP payments transferred from another vendor.
- u) To notify the Division of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company's policies and service areas. Submission of a new vendor contract reflecting such policy and service area changes may be required as indicated in this contract.
- v) To provide the contents of this contract to all applicable Vendor staff.
- w) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Supplier, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary in no event with either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits.

4. Length of Contract

- a) This contract is in effect until terminated as described in the 'Termination' section. Both parties have executed this contract as of the day and year indicated by the Division agent's signature.

5. Termination

- a) This contract will terminate effective immediately upon determination by the Division that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified within ten days of termination.
- b) Either the Division or the Vendor may terminate this contract by giving the other party at least ten days written notice.

6. Entire Contract

- a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
- b) This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.
- c) The person signing this Contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

Vendor Signature

Date (mm/dd/ccyy)

Division of Energy, Housing and Community Resources Signature

Date (mm/dd/ccyy)

Low Income Household Water Assistance Program (LIHWAP) Vendor Refund Policy

1. Credit Balances - If no change occurs in the residence of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with the Vendor until exhausted.
2. Unclaimed Credit Balances - In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30). The returned check shall include all information listed in item number seven of this Refund Policy.
3. Move Within State and Change of Water and/or Wastewater Services Provider - If the LIHWAP recipient changes water and/or wastewater services providers or moves to another residence within the state and has a relationship with a new provider, the Vendor holding the credit balance of the LIHWAP payment(s) must transfer the balance to the new water and/or wastewater services provider (Vendor) or new account.
4. Move and No Relationship with Vendor - When a LIHWAP recipient moves his or her household and as a result the recipient has no direct relationship with a Vendor, any credit balance of LIHWAP payments is to be returned by check to the Division with the information listed in number seven of this Refund Policy.
5. Move Out of State - When a LIHWAP recipient moves out of Wisconsin any credit balance of LIHWAP payments shall be returned by check to the Division with the information listed in number seven of this Refund Policy.
6. Deceased Recipient - In the event a credit balance remains, and the account is closed, the credit balance will be refunded to the program no later than the end of the program year (September 30). Submit a check to the Division with the information listed in number seven of this Refund Policy.
7. Return Address for Refunds to the State of Wisconsin - Mail refunds to:
DOA/DIVISION OF ENERGY, HOUSING AND COMMUNITY RESOURCES
ATTN: LIHWAP REFUND
PO BOX 7970
MADISON WI 53707-7970
Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return
8. Vendor Payments – All LIHWAP payments made to a Vendor shall be applied to current water and/or wastewater services costs. LIHWAP payments that exceed current costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this contract. Any balance remaining shall be credited to the customers' account.
9. Incorrect Payments – All Vendors are required to review the weekly payment register for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall contact the Division's Help Desk at (608) 267-3680 or heat@wisconsin.gov. Contact must occur within 30 days to correct the error. If payments are made in error corrections needed will be determined by the Division.



**Water Utility
Vendor Number
(Department Use
Only)**

Water Utility Vendor Information

Water Utility Vendor Name (payment is issued in this name)

Primary Contact	Primary Contact Phone	Customer Service Phone*	
Primary Fax	Primary Contact E-mail		
Primary Contact Address	City	State	Zip
Payment/Check Contact	Payment/Check Contact Phone		
Payment/Check Fax	Payment/Check Contact E-mail		
Payment/Check Contact Address	City	State	Zip

*Appears on customer notices

Legal Name
Taxpayer Identification Number (TIN) _____ Identify the TIN type below <input type="checkbox"/> Employer ID Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) <input type="checkbox"/> Social Security Number (SSN)
Type of Entity: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government Entity

Counties/Tribes served (Please check all that apply)				
<input type="checkbox"/> 1-Adams	<input type="checkbox"/> 2-Ashland	<input type="checkbox"/> 3-Barron	<input type="checkbox"/> 4-Bayfield	<input type="checkbox"/> 5-Brown
<input type="checkbox"/> 6-Buffalo	<input type="checkbox"/> 7-Burnett	<input type="checkbox"/> 8-Calumet	<input type="checkbox"/> 9-Chippewa	<input type="checkbox"/> 10-Clark
<input type="checkbox"/> 11-Columbia	<input type="checkbox"/> 12-Crawford	<input type="checkbox"/> 13-Dane	<input type="checkbox"/> 14-Dodge	<input type="checkbox"/> 15-Door
<input type="checkbox"/> 16-Douglas	<input type="checkbox"/> 17-Dunn	<input type="checkbox"/> 18-Eau Claire	<input type="checkbox"/> 19-Florence	<input type="checkbox"/> 20-Fond du Lac
<input type="checkbox"/> 21-Forest	<input type="checkbox"/> 22-Grant	<input type="checkbox"/> 23-Green	<input type="checkbox"/> 24-Green Lake	<input type="checkbox"/> 25-Iowa
<input type="checkbox"/> 26-Iron	<input type="checkbox"/> 27-Jackson	<input type="checkbox"/> 28-Jefferson	<input type="checkbox"/> 29-Juneau	<input type="checkbox"/> 30-Kenosha
<input type="checkbox"/> 31-Kewaunee	<input type="checkbox"/> 32-La Crosse	<input type="checkbox"/> 33-Lafayette	<input type="checkbox"/> 34-Langlade	<input type="checkbox"/> 35-Lincoln
<input type="checkbox"/> 36-Manitowoc	<input type="checkbox"/> 37-Marathon	<input type="checkbox"/> 38-Marinette	<input type="checkbox"/> 39-Marquette	<input type="checkbox"/> 40-Milwaukee
<input type="checkbox"/> 41-Monroe	<input type="checkbox"/> 42-Oconto	<input type="checkbox"/> 43-Oneida	<input type="checkbox"/> 44-Outagamie	<input type="checkbox"/> 45-Ozaukee
<input type="checkbox"/> 46-Pepin	<input type="checkbox"/> 47-Pierce	<input type="checkbox"/> 48-Polk	<input type="checkbox"/> 49-Portage	<input type="checkbox"/> 50-Price
<input type="checkbox"/> 51-Racine	<input type="checkbox"/> 52-Richland	<input type="checkbox"/> 53-Rock	<input type="checkbox"/> 54-Rusk	<input type="checkbox"/> 55-St. Croix
<input type="checkbox"/> 56-Sauk	<input type="checkbox"/> 57-Sawyer	<input type="checkbox"/> 58-Shawano	<input type="checkbox"/> 59-Sheboygan	<input type="checkbox"/> 60-Taylor
<input type="checkbox"/> 61-Trempealeau	<input type="checkbox"/> 62-Vernon	<input type="checkbox"/> 63-Vilas	<input type="checkbox"/> 64-Walworth	<input type="checkbox"/> 65-Washburn
<input type="checkbox"/> 66-Washington	<input type="checkbox"/> 67-Waukesha	<input type="checkbox"/> 68-Waupaca	<input type="checkbox"/> 69-Waushara	<input type="checkbox"/> 70-Winnebago
<input type="checkbox"/> 71-Wood	<input type="checkbox"/> 72-Menominee	<input type="checkbox"/> 85- Red Cliff Tribe	<input type="checkbox"/> 86-Stockbridge-Munsee Tribe	
<input type="checkbox"/> 88-Lac du Flambeau Tribe	<input type="checkbox"/> 89-Bad River Tribe	<input type="checkbox"/> 91-Mole Lake/ Sokaogon Tribe	<input type="checkbox"/> 92-Oneida Tribe	<input type="checkbox"/> 94 - Lac Courte Oreilles Tribe