New Jersey Department of Community Affairs Low Income Household Water Assistance Program (LIHWAP)

Division of Housing and Community Resources 101 South Broad Street

Trenton, NJ 08625

LIHWAP@dca.nj.gov

CONTRACT FOR SERVICES

BETWEEN Low Income Household Water Assistance Program (LIHWAP)

NJ DEPARTMENT OF COMMUNITY AFFAIRS

AND

<INSERT VENDOR NAME>

This Vendor Contract is entered into by and between the State of New Jersey, Department of Community Affairs, Division of Housing and Community Resources under the following terms:

1. Definitions
   1. Department means the New Jersey Department of Community Affairs.
   2. Division means the Division of Housing and Community Resources.
   3. LIHWAP means the Low-Income Household Water Assistance Program.
   4. LIHWAP payment includes home drinking water and wastewater benefits.
   5. Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
   6. LIHEAP means the Low-Income Home Energy Assistance Program.
2. The Division agrees to the following:
   1. To provide funds for LIHWAP.
   2. To assign a vendor number/business code to each Vendor after the contract is signed.
   3. 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 shall precede 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:
   1. 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.
   2. To charge LIHWAP eligible households using the Vendor’s normal billing process.
   3. To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
   4. 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.
   5. 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, if terminated, on a timely basis or disconnection status has been removed, if applicable.
   6. To apply LIHWAP payments identified in the payment schedule as directed by the Agency and/or Division.
   7. To post all payments to customer accounts within 3-5 business days upon receipt of payment register.
   8. 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 New Jersey Low Income Household Water Assistance Program or LIHWAP.
   9. To restore water services upon receiving LIHWAP payment, whether or not the payment resolved the arrears in its entirety, and to maintain services for at least 180 days. For those customers whose LIHWAP payment did not resolve the arrears in its entirety, the vendor shall immediately enter into a Deferred Payment Agreement (DPA) for the remaining arrears.
   10. Not to charge late fees, interest and penalty charges on outstanding amounts not covered by LIHWAP benefits.
   11. To provide monthly statements to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
   12. To send all refunds in compliance with LIHWAP Vendor refund policies no later than September 30, 2022.
   13. To comply with LIHWAP Vendor refund policies, maintain supporting fiscal records for five years, or such longer period as may be required pursuant to law, and provide records to Division representatives upon request.
   14. 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.
   15. To provide at no cost to the Department, Division, or its Agencies and the customer, written information on an applicant household’s home drinking water and/or wastewater costs, arrearage history for no more than the previous 12 monthly billing periods.
   16. To comply with all New Jersey 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 Department, Division or its Agencies and the Vendor, New Jersey law shall govern and the venue for any legal action arising out of this contract shall be At the Department of Community Affairs, Division of Housing and Community Resources, 101 South Broad Street, Trenton, New Jersey.
   17. To provide, within a timely manner and at no cost to the Department, Division or its Agencies, information on household water and/or wastewater costs and usage for participants of LIHWAP at the Department’s request for purposes of research, evaluation, and analysis.
   18. To report to the Department, Division or its Agencies situations that threaten life, health, or safety.
   19. To cooperate with the Department, Division and/or its Agencies 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.
   20. To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
   21. To provide in writing to the Department, Division or its Agencies with business practice and contact information and to notify the Division of any changes.
   22. To comply with the terms of this contract for customers who have LIHWAP payments transferred from another Vendor.
   23. To notify the Department, Division, or its Agencies of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company’s policies and service areas. Submission of a new vendor contract may be required within ten business days, reflecting such policy and service area changes.
   24. 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 Vendor, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, punitive damages, or lost profits.
4. Length of Contract
   1. This contract is in effect from the date it is executed until terminated as described in the ‘Termination’ section.
5. Termination
   1. This contract will terminate effective immediately at the discretion of the Department, Division or its Agencies, upon determination that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified in writing within ten business days of termination.
6. Entire Contract
   1. It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
   2. This contract supersedes all previous commitments, promises, representations, either oral or written, between the parties relating to the subject matter hereof.
   3. 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.
7. Each local authority or municipal utility shall enter into a vendor contract with the department and participate in the program, as required under the vendor contract. Notwithstanding any provision of law or regulation to the contrary, and to the extent permitted under federal law, the vendor contract shall not prohibit a local authority or municipal utility from undertaking any of the following actions after September 30, 2023:

(1) assessing interest on the unpaid balance of the water or wastewater service charges of any qualifying customer, except as otherwise provided in paragraph (3) of subsection g. of this section;

(2) discontinuing the water or wastewater service of any qualifying customer for non-payment, except in the case of a qualifying customer who is enrolled in a deferred payment agreement with the local authority or municipal utility and complies with all requirements of the agreement; or

(3) placing, selling, or enforcing a lien on real property for the unpaid balance of the water or wastewater service charges of any qualifying customer.

***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.***

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Vendor Signature Date (mm/dd/yyyy)

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New Jersey LIHWAP Signature Date (mm/dd/yyyy)

**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 New Jersey, 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 New Jersey - Mail refunds to:

NJ Department of Community Affairs

Division of Housing and Community Resources

Low-Income Household Water Assistance Program

ATTN: LIHWAP REFUND

101 South Broad Street (5th Floor)

Trenton, NJ 08625-0811

Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return.

1. 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.
2. 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 [LIHWAP@dca.nj.gov](mailto:LIHWAP@dca.nj.gov). Contact must occur within 30 days to correct the error. If payments are made in error, any corrections needed will be determined by the Division.