

## RESOLUTION NO. R2022-78

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS.

**Whereas**, The purpose of the Comprehensive Energy Assistance Program (“CEAP”) funded from the Low-income Home Energy Assistance Program (“LIHEAP”) grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

**Whereas**, The City of Burnet agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom the City of Burnet continues to provide energy services.

**Whereas**, Opportunities for Williamson & Burnet Counties is a subrecipient of the Texas Department of Housing and Community Affairs (“TDHA”) and as such is authorized and has received funding from the TDHA to provide bill payment assistance service for eligible low-income households.

**Whereas**, The City plans to enter into a two-year agreement with Opportunities for Williamson and Burnet Counties to provide energy assistance for eligible low-income households for Fiscal Years 2022 and 2023.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:**

**Section one. Findings.** The recitals to this resolution are deemed to be the findings of City Council and incorporated herein for all purposes.


**Section two. Authorization.** The City Manager is hereby authorized and directed to execute the attached vendor agreement and to take such other actions reasonably necessary to facilitate the purpose of this resolution.

**Section three. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.


**Section four. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

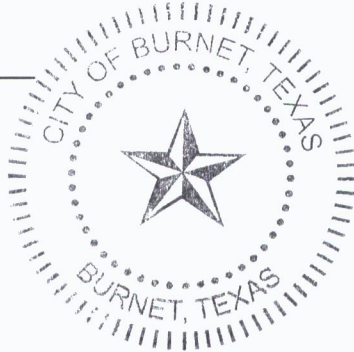
**PASSED AND APPROVED** this the 25th day of October, 2022.

CITY OF BURNET, TEXAS

  
Crista Goble Bromley, Mayor

ATTEST:

  
Kelly Dix, City Secretary



**PUBLIC UTILITIES VENDOR AGREEMENT  
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM**

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider ("Vendor"), agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider ("Agency"), agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Opportunities For Williamson & Burnet Counties and

Energy Assistance Provider (Agency)

CITY OF BURNET

(Vendor)

Vendor and Agency agree to assist customers in the following counties: Williamson & Burnet

This agreement shall be effective from the 10 day of Sept 2022 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

CITY OF BURNET

(Vendor Name)

P O Box 1369 Burnet, TX 78611

(Vendor Mailing Address)

Opportunities For Williamson & Burnet Counties

(Agency Name)

604 High Tech Drive Georgetown, TX 78626

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a “Certified Customer”.

**Vendor will, with reference to a Certified Customer:**

- Extend the CEAP applicant’s energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission “PUC” and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer’s Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor’s normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location

of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).

**The Agency will:**

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5)

information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Agreement).

  
Authorized Vendor Signature

10/25/22  
Date

Crista Goble Bromley  
Typed Name of Authorized Signature

MAYOR  
Title

512-715-3205  
Vendor (Area Code) Telephone Number

STUCKER@CITYOFBURNET.COM TSHIRLEY@CITYOFBURNET.COM  
Vendor Email Address

  
Authorized Agency Signature

MARCH 17, 2022  
Date

Marco Cruz  
Typed Name of Authorized Signature

Executive Director  
Title

512-255-2202  
Agency (Area Code) Telephone Number