

## Fuel Supplier Certification Agreement Amendment 2009-2010

### Oil, Propane, Kerosene and ULSD Discounts

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Address (please print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

Supplier's fuel type(s):     Oil         Propane         Kerosene         ULSD

Does your company provide a discount off your daily posted retail price for cash or prompt payment?

Yes         No

If "yes" enter the discount  
in cents per gallon

Oil         Propane         Kerosene         ULSD

#### AMENDMENT:

- a) Suppliers participate voluntarily in the Seasonal Fuel Assistance Program and participation is certified by the Department for Children and Families' Office of Home Heating Fuel Assistance (the Fuel Assistance Office). Suppliers of oil, propane, kerosene and/or ULSD who choose not to execute this Agreement Amendment will not be certified to participate in the Fuel Program.
- b) The 2008-2009 oil, propane, kerosene and ULSD Discount Amendment that expired on June 30, 2009 is replaced by this amendment. This amendment also replaces the previous 2009-2010 Discount Amendment at \$0.15 cents, and replaces Clause 12 "Pricing and Payment Terms" of the Fuel Supplier Certification Agreement.
- c) The supplier agrees that the price charged to clients who receive Seasonal Fuel Assistance benefits will be the supplier's daily posted retail price, regardless of the source of the client's payment. Except, that charging the daily posted retail price does not apply to budget plans, pre-buys, or other fuel purchase contracts that clients execute on their own behalf even if those plans are paid with Seasonal Fuel Assistance benefits.
- d) The supplier agrees to apply at the time of delivery either a discount of \$0.05 per gallon off the supplier's daily posted retail price or the supplier's cash or prompt payment discount, whichever is greater.
- e) The supplier agrees to apply the discount to fuel purchased with Seasonal Fuel Assistance benefits.

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- f) The supplier agrees to itemize on client account records the per gallon daily posted retail price and the applied discount for each fuel delivery.
- g) The supplier agrees to maintain pricing sheets for the supplier's daily posted retail price including the supplier's cash or prompt payment discount.
- h) The supplier agrees to maintain client account records of all deliveries and discounts and report those exact discount totals to the Fuel Assistance Office by June 30, 2010.
- i) The supplier agrees to permit representatives of the Fuel Assistance Office to view pricing sheets for the supplier's daily posted retail price, and account records of fuel assistance clients and of non-fuel assistance clients, as permitted by law, in order to verify that fuel assistance clients were charged the same daily posted retail price as the supplier's non-fuel assistance clients. The Fuel Office agrees to maintain confidentiality of all account information viewed for fuel assistance and non-fuel assistance clients.
- j) The supplier is not required to apply the discount to budget plans, pre-buys, or other fuel purchase contracts that clients execute on their own behalf even if those plans are paid with Seasonal Fuel Assistance benefits. The supplier is also not required to apply the discount to fuel purchased with non-Seasonal Fuel Assistance funds including Crisis Fuel Assistance.
- k) At the direction of clients who are eligible recipients of seasonal fuel assistance, benefits will be issued to the recipients' designated fuel supplier. The supplier agrees to accept the payment of benefits from the Fuel Assistance Office that is made on behalf of recipients. To the extent that fuel purchases exceed the amount of benefits provided, the excess cost will be the responsibility of the recipient.

I attest that I am duly authorized to represent and execute this **“Fuel Supplier Certification Agreement Amendment.”** All terms and conditions of the original Fuel Supplier Certification Agreement apply except as stated in this amendment. When accepted by the Fuel Assistance Office this Agreement Amendment will remain in effect until June 30, 2010 and may be renewed at the sole discretion of the Fuel Assistance Office for one year ending June 30, 2011.

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Signature

Date

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Individual's name – please print

**Amendment Submission:**

No later than August 21, 2009 please return this original form completed, signed and dated to:  
Office of Home Heating Fuel Assistance  
103 South Main Street, Waterbury  
Waterbury, Vermont 05671-1201  
800-479-6151 or 802-828-6896

**Suppliers should keep a copy of both sides of this completed and signed form as part of their Fuel Assistance Program Dealer Certification documents.**