

## Vermont Fuel Supplier Certification Office of Fuel & Utility Assistance

### Margin over Rack (MOR) Pricing Agreement

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

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

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

Email \_\_\_\_\_

The following fuel types are subject to the terms of this MOR Pricing Agreement:

Oil       Propane       Kerosene/ULSD (for heating only)

#### **AGREEMENT:**

- A. The MOR price will be calculated and posted by the Office of Fuel & Utility Assistance and will be based on the Vermont Fuel Assistance Rack Price (VFARP). The VFARP for oil, kerosene/ULSD and propane will be determined each day and will be calculated based on averages or “weighted” averages of daily rack prices and then adding a \$.50 margin. The VFARP will be posted beginning October 31 on the Office of Fuel & Utility Assistance website: <http://dcf.vermont.gov/benefits/fuel-assistance/rack>. The VFARP will be posted each day and is applicable to fuel deliveries the following day. The VFARP posted on Friday will be applicable to Saturday, Sunday and Monday deliveries. The VFARP does not include the Vermont Fuel Tax or Petroleum Distributors Licensing Fee (PDLF) but may be itemized depending on applicable Federal and State laws, rules, and regulations.
- B. The Supplier agrees to apply at the time of delivery the lower of the MOR price as calculated by the Office of Fuel & Utility Assistance or the Supplier’s current daily posted retail price with the Supplier’s regular cash or prompt payment discount.
- C. The Supplier agrees to apply the MOR Pricing to all fuel purchased with Fuel Assistance funds including crisis assistance. For deliveries authorized by the Crisis Fuel Program, the Supplier agrees to apply at the time of delivery the lower of the MOR price posted by the Office of Fuel & Utility Assistance or the Supplier’s daily posted retail price without the Supplier’s regular cash or prompt payment discount.
- D. The Supplier is not required to apply the MOR to pre-buys or other fuel purchase contracts that recipients execute on their own behalf **and** that fix or cap the fuel price per gallon, even if Fuel Assistance funds are used to pay for those plans. This paragraph applies only to recipient’s pre-buy or other fuel purchase contracts that have been fully executed **prior** to the Supplier receiving a recipient’s first Seasonal or Crisis Fuel benefit. The Supplier agrees to provide a copy of the fixed or capped fuel purchase contract upon request from the Office of Fuel & Utility Assistance.

- E. The Supplier agrees to itemize on client account records the applied MOR for each fuel delivery.
- F. The Supplier agrees to maintain pricing sheets for the Supplier's daily posted retail price, including the Supplier's cash or prompt payment discount and report that information to the Office of Fuel & Utility Assistance when requested.
- G. The Supplier agrees to maintain client account records of all deliveries and discounts, and report that information to the Office of Fuel & Utility Assistance when requested.
- H. The Supplier agrees to permit representatives of the Agency of Human Services Audit Division to view and audit account records of fuel assistance clients, as permitted by law, in order to ensure pricing uniformity and compliance with applicable Vermont laws. The Office of Fuel & Utility Assistance agrees to maintain confidentiality of all account information viewed for fuel assistance clients.
- I. Fuel benefits will be issued to the recipients' designated fuel supplier certified by the Office of Fuel & Utility Assistance. The Supplier agrees to accept payment of benefits from the Office of Fuel & Utility Assistance 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 **“Margin over Rack (MOR) Pricing Agreement”**. All terms and conditions of the Fuel Supplier Certification Agreement apply. When accepted by the Office of Fuel & Utility Assistance this Pricing Agreement will remain in effect until June 30, 2024 and may be renewed at the sole discretion of the Office of Fuel & Utility Assistance for one year ending June 30, 2025.

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Signature

Date

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Individual's name – please print

**Submission:**

Please return a pdf file or scan of the completed form(s) to:

[ahs.dcfesdfuelmgmt@vermont.gov](mailto:ahs.dcfesdfuelmgmt@vermont.gov)

Or, return the original completed form(s) by mail to:

DCF – Economic Services Division  
Office of Fuel and Utility Assistance  
280 State Drive, HC 1 South  
Waterbury, Vermont 05671-1020

Questions? Please email: [ahs.dcfesdfuelmgmt@vermont.gov](mailto:ahs.dcfesdfuelmgmt@vermont.gov)

**Suppliers should keep a copy of this signed/completed form as part of their Vermont Fuel & Utility Assistance Program Dealer Certification document records.**