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## Frequently Asked Questions Regarding Heating Oil Delivery to Energy Co-op Members

The Energy Cooperative Association of Pennsylvania d/b/a The Energy Co-op acts as a facilitator on behalf of its members who desire to purchase heating oil from third-party vendors.

The Energy Co-op is not itself either a broker, dealer, or other vendor of heating oil, its sole role being to enter into vendor services agreements with third-party vendors selected by it. Under those agreements, those vendors agree to deliver heating oil to members subject to certain terms and conditions, including as to pricing, delivery, and billing. The Energy Co-op receives a commission from those vendors on the sales of heating oil to its members, which funds are used by The Energy Co-op to advance its mission, including to offset the administrative cost of its heating oil program.

The following information includes a general summary of frequently asked questions based on certain terms and conditions of vendor services agreements that The Energy Co-op has entered into with third-party vendors. Although The Energy Co-op has used its reasonable efforts to accurately summarize those terms and conditions for the convenience of its members, the summary below is conditioned in its entirety by reference to the actual terms and conditions stated in such vendor services agreements as are in effect on any given day. Moreover, the summary below is not intended to be, and does not constitute, a commitment by, or liability or obligation of, The Energy Co-op to any person or entity, including any member, and is subject to change at any time in the sole discretion of The Energy Co-op.

### Whom should I contact for more information?

The Energy Co-op			
<b>Member Service</b>	(215) 413-2122 x2	<b>Address</b>	PO Box 22475 Philadelphia, PA 19110
<b>Website</b>	<a href="http://www.theenergy.coop">www.theenergy.coop</a>	<b>Email</b>	<a href="mailto:info@theenergy.coop">info@theenergy.coop</a>

### Definitions

Business Day	Any day except any Saturday, Sunday, the day after Thanksgiving Day or day on which banks are authorized to close under the laws of the United States or of the Commonwealth of Pennsylvania.
COD	Cash on delivery.
Fixed Price	A fixed price per gallon of heating oil established by negotiation between a Vendor and a member for such term as may be agreed by them.
Will Call Service	A method of ordering and receiving heating oil where a member requests fuel delivery service from a Vendor.
Automatic Service	A basis for receiving heating oil where fuel deliveries occur at the discretion of a Vendor.
Heating Season	Any time, Eastern prevailing time, during the period beginning on October 1 of any year and ending on March 31 of the following year.
Off-Season	Any period of time that is not included in the Heating Season.
Vendor	Any broker, dealer, or other vendor of heating oil for so long as such person or entity is a party to an effective vendor services agreement with The Energy Co-op.



**Variable Price** A variable price per gallon of heating oil determined by adding a fixed mark-up established by negotiation between each Vendor and The Energy Co-op to a variable index price. The Variable Price is determined by The Energy Co-op, generally on each Business Day, by reference to the variable index price, which is the average wholesale rack price for heating oil at the Philadelphia Terminal, Philadelphia, Pennsylvania, on the corresponding Business Day (generally the prior Business Day).

### Who are the current participating heating oil Vendors?

A list of Vendors supplying various geographic territories is available [here](#). From time to time, a Vendor may decide to no longer participate in The Energy Co-op’s heating oil program or The Energy Co-op may decide not to renew a Vendor’s vendor services agreement. In such cases, generally, terminating and terminated Vendors are not permitted to solicit, or otherwise offer or provide heating oil to, any member for 5 years following such a decision.

### How much will I pay for delivered heating oil?

Vendors are required to ensure that the pricing options and pricing terms applicable to members, including bulk discounts, discounts for prompt payment and other special offers, are no less favorable to members than such as are applicable to persons or entities that are not members.

Members may choose to order and purchase heating oil from Vendors that offer service at either a Fixed Price or Variable Price. Some Vendors offer both pricing options. A member choosing to order and purchase at a Fixed Price will pay the price as agreed between that member and the Vendor. A member choosing to order and purchase at a Variable Price will pay the Variable Price in effect on the date of delivery. Vendors may not require any member that chooses to purchase heating oil at a Variable Price to satisfy any additional condition, including any accelerated payment term or condition in order for that member to qualify for such purchase.

Although The Energy Co-op seeks to obtain advantageous terms and conditions for the delivery of heating oil to its members, The Energy Co-op makes no representation or warranty of any kind or nature to any person or entity regarding any such delivery. Specifically, for example, The Energy Co-op makes no representation or warranty to any member that any pricing, delivery, billing, or other term or condition made available to that member by any Vendor is more favorable to that member than such as are made available by any other broker, dealer, or other vendor of heating oil.

### When and how can I request heating oil delivery?

Vendors are generally required to ensure that a live operator can be contacted on Business Days during the Heating Season for a period of at least 8 hours in some cases between the hours of 7:30 a.m. and 4:30 p.m. and in others between the hours of 8:00 a.m. and 6:00 p.m., Eastern prevailing time, and on Business Days during the Off-Season for a period of at least 4 hours in some cases between the hours of 7:30 a.m. and 1:00 p.m. and in others between the hours of 8:00 a.m. and 1:00 p.m., Eastern prevailing time. Members should confirm exact hours and telephone numbers with their respective Vendors. During all other hours and days, Vendors are required to ensure that an emergency telephone number is accessible by members.

The Energy Co-op has no responsibility to request delivery of heating oil on behalf of any member. It is the member’s responsibility to request and schedule heating oil delivery, and to cancel scheduled deliveries where appropriate.

### When will heating oil delivery be made following my request?

Vendors are required to ensure that the delivery options and delivery terms applicable to members are no less favorable to members than such as are applicable to persons or entities that are not members. Members may request heating oil delivery as either Will Call Service or Automatic Service. The following chart summarizes in general terms when heating oil delivery is to be made by Vendors following a request. **Additional delivery terms apply and are further summarized after the chart.** In all cases, members should confirm their Vendor’s specific delivery options and terms.

<i>Delivery Type</i>	<b>Will Call</b>	<b>Automatic</b>
<i>Normal</i>	On or before 2nd business day	Determined between member and vendor
<i>Normal (snow emergency)</i>	On or before 3rd business day	Determined between member and vendor
<i>Out of oil</i>	Within 24 hours	Within 8 hours
<i>Out of oil (snow emergency)</i>	Within 48 hours	Within 12 hours

For any member requesting Will Call Service, unless that member is out of heating oil, the Vendor is generally required to deliver heating oil on or before the 2nd Business Day after such request although this period may vary (or if delivery is requested during declared snow emergencies, on or before the 3rd Business Day after such request although this period may also vary). If a member requesting Will Call Service is out of heating oil, the Vendor is generally required to deliver heating oil within 24 hours after that request although this period may vary (or within 48



hours if delivery is requested during declared snow emergencies although this period may also vary). **Prior to requesting Will Call Service, members should confirm with their respective Vendors the specific delivery time periods applicable to routine and out of product deliveries, including those requested during declared snow emergencies.**

For any member requesting Automatic Service, unless that member is out of heating oil, the Vendor is required to deliver heating oil in accordance with the schedule agreed between that member and the Vendor. If a member requesting Automatic Service is out of heating oil, the Vendor is required to deliver heating oil within 8 hours after that request although this period may vary (or within 12 hours if delivery is requested during declared snow emergencies although this period may also vary). **Prior to requesting Automatic Service, members should confirm with their respective Vendors the specific delivery time periods applicable to out of product deliveries, including those requested during declared snow emergencies.**

A Vendor will not be responsible for its failure to deliver in accordance with the foregoing delivery terms to the extent that such failure is due in whole or in material part to any cause beyond its control, including, for example, due to fire, flood, riot, or acts of God.

In any case, if any member is out of heating oil through no fault of the Vendor, the Vendor may require that member to pay an additional service fee per delivery in an amount agreed between the Vendor and The Energy Co-op.

Risk of loss for heating oil remains with the Vendor only until delivered to the delivery location requested by a member and pumped by the Vendor into the fill spout of that member's tank at that location. As a result, heating oil lost due to a member's faulty equipment will be that member's responsibility.

#### **When can Vendors charge a price premium if per delivery heating oil volume is less than a stated minimum?**

If a member requests Will Call Service and that member is unable or unwilling to accept delivery of the minimum per delivery volume set by the applicable Vendor, then that Vendor may, in addition to the applicable price, invoice that member a premium per gallon of heating oil delivered in an amount agreed between the Vendor and The Energy Co-op. Prior to requesting Will Call Service, members should confirm with their respective Vendors the specific minimum per delivery volume and price premium applicable to Will Call Service.

#### **When can Vendors refuse a request for heating oil delivery?**

A Vendor may refuse a request by a member for heating oil delivery if (1) that member has failed to pay when due an account balance, (2) in the judgment of that Vendor, conditions at the delivery location render such delivery unsafe, including, for example, hazards and faulty equipment at the delivery location, or (3) delivery is prevented due to any cause beyond that Vendor's control, including, for example, fire, flood, riot, or acts of God.

Vendors may not require a member to enter into a service or maintenance agreement with that Vendor as a condition to making a requested heating oil delivery to that member. However, any member is free to choose, at that member's cost, to enter into such an agreement on terms and conditions agreed between a Vendor and that member.

#### **How will I be billed for heating oil deliveries?**

Vendors are required to ensure that the payment options and payment terms applicable to members are no less favorable to members than such as are applicable to persons or entities that are not members.

For each heating oil delivery to any member, the Vendor is required to deliver at the delivery location on the date of delivery a delivery ticket stating the date of delivery, the member name, the delivery address, and the quantity of heating oil delivered.

Members may choose to pay for heating oil deliveries from Vendors that offer service on either a COD basis, on credit, or on a budget plan. Some Vendors offer more than one billing option. A Vendor may refuse a member choice to pay for heating oil on credit or on a budget plan if the member does not meet that Vendor's customary credit underwriting criteria or budget plan requirements, as applicable. In determining whether a member meets those criteria or requirements, Vendors are permitted to request personal information from that member.

For each heating oil delivery to any member, the Vendor is also required to deliver a bill or invoice stating the same information as in the delivery ticket plus the price payable by the member for heating oil. For deliveries paid on a COD basis, the bill or invoice is to be delivered at the earlier of the time of heating oil delivery or of payment. For deliveries paid on credit, the bill or invoice is to be delivered within 5 days after the heating oil delivery. For deliveries paid on a budget plan, the bill or invoice is to be delivered during the first 5 days of each month.

Vendors are required to accept payments by cash, bank check, money order, or credit card. The Energy Co-op has no responsibility to pay for the delivery of heating oil on behalf of any member. It is the member's responsibility to pay for heating oil deliveries to that member.



## What responsibility does the Energy Co-op have for my heating oil deliveries?

Liabilities and obligations relating to the purchase, sale, and/or delivery of heating oil from or by any Vendor by or to any member are solely the responsibility of that Vendor and that member, and not the responsibility of The Energy Co-op. Although Vendors are parties to vendor services agreements with The Energy Co-op, the terms and conditions of which The Energy Co-op may, in its sole discretion, use its reasonably commercial efforts to seek to enforce, The Energy Co-op is not responsible for terms and conditions that Vendors may submit to members for agreement, which terms and conditions, when mutually agreed between a Vendor and a member, will control the relationship between such Vendor and such member. By participation in The Energy Co-op's heating oil program, members waive any and all claims of whatsoever kind or nature against The Energy Co-op, its board, management, employees and/or other representatives to the extent that such claims in any way relate to such participation. Without limiting the generality of the foregoing, The Energy Co-op has no responsibility for (1) any liability or obligation arising under any agreement, whether written or oral, between any member and any Vendor, including, for example, any maintenance agreement, (2) the loss of funds paid in advance by any member to any Vendor, (3) delivery of heating oil to any member by any Vendor or payment of any bill or invoice for heating oil to any Vendor by any member, or (4) any injury to, or death of, any person, or damage to any property, arising out of any member's participation in The Energy Co-op's heating oil program, including such as may result from any fuel spill or cleanup, or from any circumstance, regardless of fault, that results in any member being out of product at any time.