



East River Energy

· Premium Quality Fuel Oils · Natural Gas · Electricity · Bio Fuels · HVAC

March 1, 2013

Mr. Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street
Collinsville, CT 06022

Transmitted via Electronic Mail

Dear Mr. Skinner:

East River Energy is pleased to confirm the following fixed price contract which has already been processed effective this date as per the telephone conversation between Amy O'Toole of the Town of Canton and Colleen Canestrari of East River Energy. This is in accordance with terms and conditions through the Capitol Region Purchasing Council Bid #590.

East River Energy shall supply and the Town of Canton shall purchase the following as listed below.

Product	Contract Period	Contract Gallons	Fixed Price Per Gallon Excluding Taxes
#2 Heating Oil	7/1/2013-6/30/2014	33,000	\$3.1143

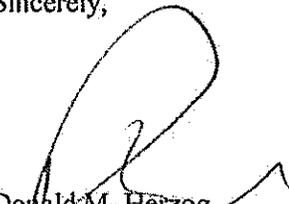
Please note that #2 Heating Oil is subject to L.U.S.T. of \$0.0010 per gallon and the Federal Spill Fund Recovery Tax of \$0.0019 per gallon.

East River Energy's payment terms are net 25 days.

Please sign below where indicated, and return to my attention, along with Attachment A, via email or facsimile **immediately**.

Thank you for your valued business. I look forward to a mutually rewarding relationship.

Sincerely,


Donald M. Herzog
President & CEO

Accepted by:


Mr. Robert Skinner
Chief Administrative Officer
Dated: 3/4/13

Your Energy Partner
401 Soundview Road · P.O. Box 388 · Guilford, CT 06437-0388
203.453.1200 · 800.336.3762 · FAX: 203.453.3899
www.eastriverenergy.com
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Attachment A

The price contained and offered in this contract is based upon the sale of the quantity of contract gallons as stated in the specifications. In the event that the customer exceeds 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, or (2) change the contract price to the Journal of Commerce New Haven Harbor Average posting plus \$0.15, plus applicable taxes. In the event that the customer purchases less than 100% of the contract gallons during the contract period, East River Energy reserves the right to (1) extend the contract under the same terms and conditions, (2) have the customer purchase at the contract price the difference between the contract gallons and the actual delivered gallons; ~~East River Energy shall have no obligation to deliver remaining gallons,~~ or (3) terminate the contract. East River Energy will monitor consumption on a monthly basis. Storage fees or liquidation charges may apply. East River Energy reserves the right to allocate committed gallons on a pro-rata basis over the term of this contract. Should customer request a Performance Bond, cost is \$15.00 per thousand. RHS

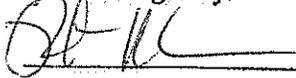
Customer agrees to the terms of sale as set forth in this contract. If customer fails to pay within the terms of contract, customer agrees that East River Energy has the right to charge, and customer agrees to pay, a finance charge of 1% per month on any unpaid balance. If East River Energy hires an attorney or collection agency to collect the amounts the Customer owes, Customer agrees to pay any costs and expenses, including reasonable attorneys' fees and/or collection agency fees, incurred in the collection of the account or in enforcing the contract. In addition, any credit balance remaining on an account will be applied to the following year's purchases. Please note that any change in State or Federal taxes over the course of the contract period will be passed down to the customer and customer will be responsible for payment on such new tax rate.

East River Energy reserves the right to refuse to deliver to any tank, which, in its sole discretion, is deemed unsafe. Deliveries will resume once the problem is corrected. In the event a "run-out" occurs at a "will-call" tank, East River Energy reserves the right to levy a surcharge commensurate to the cost of providing immediate delivery, if one is requested. In the event a driver is re-routed due to a will call customer not taking the full load as ordered, East River Energy reserves the right to levy delivery charge. In addition, if any special blended products are undeliverable by East River Energy in their entirety, as ordered, the customer will be billed for the full amount of bio-stock. Customer acknowledges that all tanks and piping are in good condition and meet all State and Federal regulations and specifications. Product samples, when requested, must come directly off of truck before delivery is made. East River Energy is not obligated to deliver to any tanks or locations other than what is stated in the contract and/or bid specifications. In addition, East River Energy reserves the right to levy a fuel surcharge.

Force Majeure: East River Energy shall not be liable to the customer for any losses or damages to that customer in the event East River Energy is unable to fulfill its obligations under this agreement due to acts of God, fire, flood, war or any other causes beyond its control.

Please acknowledge acceptance where indicated below and return via facsimile immediately. We value your business and appreciate the opportunity to service your requirements.

Acknowledged by:

 Dated: 3/4/13

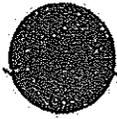
Your Energy Partner

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Attachment B

Please notify East River Energy if any tank is replaced, eliminated, or if there is construction work around a tank location. These changes or construction could affect scheduled delivery times, hose lengths, and fittings required to make the delivery. Demurrage may be assessed if delivery is delayed at your location by circumstances beyond our control. Please have your maintenance personnel keep the fills clear of ice and snow when necessary. East River Energy reserves the right to refuse delivery, at our sole discretion, to a tank that we believe to be unsafe. In the event of a spill not caused by our negligence or error, cost of clean up will be borne by responsible party.

Thank you for your attention to these matters. We look forward to providing the best service you have ever experienced with regard to oil deliveries.

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