



East River Energy

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

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 Oil Price Daily New Haven Harbor Average plus \$0.15 per gallon. 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. Storage fees or liquidation charges may apply and customer will be responsible for payment of any storage fees or liquidation charges. East River Energy will monitor consumption on a monthly basis. 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 #1 Diesel (Kerosene) blend, the #1 Diesel Fuel gallons delivered will be invoiced based on the prevailing market rate. East River Energy reserves the right to utilize OPIS postings at its discretion. Should customer request a Performance Bond, cost is \$15.00 per thousand with a minimum charge of \$100.00.

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 1.5% 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/fees 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/fee 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 a delivery charge. 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 the 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. East River Energy does not provide assurances for fuel which the customer stores in their tanks, or the condition of their tank, leakage or environmental contamination. This is including but not limited to spillage and inaccuracy of fuel ordering. Customer is responsible to notify East River Energy if any tank is replaced, eliminated, or if there is construction work around a tank location. These changes could affect scheduled delivery times, hose lengths, and fittings required to make the delivery. Please have your maintenance personnel keep driveways, pathways and fills clear of ice and snow. This ensures ability of timely delivery and personal safety of our drivers. Demurrage will be assessed if a delivery is delayed at your location by circumstances beyond our control, and/or if our driver finds it necessary to clear ice or snow in order to deliver fuel to your tank(s). Customer is responsible to pay any demurrage, delivery or fuel surcharges assessed during the contract period.

Any unauthorized use, disclosure, distribution, copying or altering of any part of this document is prohibited. Any information included in this document is that of East River Energy, Inc. and intended solely for the recipient.

Publication: OPIS publications including the Oil Price Daily are copyrighted documents and therefore are not to be transmitted by East River Energy to the Customer by law. These publications change daily and it is the customer's responsibility to validate posted prices. The posting utilized will be most closely reflective of the product actually being delivered.

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.

Accepted by: _____ Dated: _____

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

Est. 1984



East River Energy

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December 12, 2019

Jessica Muirhead
Senior Program Manager, Municipal Services
Capitol Region Council of Governments
241 Main Street, Floor 4
Hartford, CT 06106
Re: Bid #694 Gasoline

Transmitted via CRCOG.Bonfirehub.com

Dear Ms. Muirhead:

Please find enclosed East River Energy's offer, based on your requirements, as stated in your bid specifications.

East River Energy has been a Connecticut Corporation since 1984. We have been a full-service supplier of petroleum products throughout the Northeast for over 30 years, and our company has always met or exceeded contract requirements. During the past quarter of a century, East River Energy has delivered over a billion gallons of fuel to our clients in the ever-expanding areas we service. We are the major supplier to the State of Connecticut for unleaded gasoline, heating oil, ultra-low sulfur diesel fuel and B20 bio diesel fuel. We supply the majority of the municipalities in Connecticut, as well as an array of privately and publicly owned companies and municipalities in Vermont, Massachusetts, New Jersey, New York, Pennsylvania, New Hampshire, Rhode Island, Maryland, Maine, Florida, Ohio and Georgia. In addition, East River Energy has been a long-standing supplier to the Department of Defense and the United States Postal Service.

East River Energy has built our business client by client and has developed long lasting valued relationships. Our clients depend on us to supply the highest-quality fuel products and provide the personal services that they have come to expect and deserve. East River Energy is a provider you can count on and trust. We are able to provide any petroleum product that is available in any market in a timely manner and at very competitive prices. Our operations department accomplishes on time deliveries and is extremely customer oriented. We have our own fleet and strategic alliances with truckers wherever we market our products. We know how important on time, clean deliveries are to our clients and to that end, our safety department works with our truckers and our customers to ensure satisfaction on every delivery.

East River Energy is committed to complying with all laws that prohibit discrimination in employment on the basis of any legally protected status. Further, the company is an affirmative action employer and promotes the hiring and advancement of employees who are qualified females, minorities, individuals with disabilities and veterans in accordance with applicable state and federal laws and the company's affirmative action plan, as well as the utilization of minority subcontractors in conducting its business. The Company further does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability status, veteran status, sexual orientation, gender identity/expression or any other legally protected status. In addition, East River Energy has the capacity to provide a performance bond, on any and all business, if required.

Thank you for the opportunity of quoting on your most valued business. Please feel free to contact me, should you have any questions.

Sincerely,

Electronically Signed By

Donald M. Herzog
President & CEO

Your Energy Partner

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December 12, 2019

Jessica Muirhead
Senior Program Manager, Municipal Services
Capitol Region Council of Governments
241 Main Street, Floor 4
Hartford, CT 06106
Re: Bid #694 Gasoline

A “No Bid” for the following items as they have already contracted with East River Energy for January 1, 2020 through December 31, 2020.

Ellington
Granby
South Windsor
Bloomfield

Your Energy Partner

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