



September 23, 2025

Town of Warner
PO Box 265
Warner, NH 03278

Thank you for the opportunity to bid on your fuel requirements. Listed below is the fixed pricing that Irving Energy can offer commencing October 1, 2025 through to September 30, 2026. Please reach out to me if you have any questions on this bid.

Fixed Heating Oil – \$2.59 /gal

Fixed Propane - \$1.414 /gal

Please note the following criteria and details around our submittal:

- 1) The fixed rate for heating oil and propane is valid until 11:59 PM on September 23rd. If Town of Warner wishes to lock in pricing, the attached contract(s) will need to be signed and returned by 11:59PM on September 23rd. Pricing can be refreshed at any time upon request.
- 2) The fixed rate offered is only for the number of gallons of heating oil and propane as requested in the bid. If the gallons are consumed before the end of the contract pricing would revert to a variable rate that will fluctuate daily with the market.
- 3) Customer shall purchase the Total Product Volume during the Pricing Term. If Customer fails to do so, then Customer shall pay to Irving liquidated damages calculated as follows: (1) For Heating Oil: (Total Product Volume minus actual gallons purchased) times \$1.50; (2) For Propane: (Total Product Volume minus actual gallons purchased) times \$1.00 - (collectively the "Fee"). The parties agree that the Fee is a reasonable estimate of Irving's damages and is not intended to be a penalty.
- 7) Irving would also offer the employees of Town of Warner discounted pricing for their homes. The discount would be \$0.10 off the residential posted price for #2 fuel and \$0.15 off the residential posted price for propane. We require that the accounts be on automatic delivery and have credit terms for this offer.

8) Please note the following fees are not included in the above pricing and are billed separately on all invoices. This fee can change anytime throughout the contract if the state advises.

- i. Environmental Fee - \$0.01375 (oil)
- ii. Federal LUST - \$0.001 (oil)
- iii. PERC Fee - \$0.005 /gal (propane)

9) All locations must be up to code for delivery and are the responsibility of the customer. Before delivery commences site surveys would be completed to ensure compliance and that deliveries can be made safely.

10) Payment is due within 30 days of invoice or subject to finance charges at our corporate rate.

Sincerely,

Tara Frost
Government Accounts Manager
(603) 559-8834

**ATTACHMENT D
FEE DISCLOSURE FORM**



Initial Fee Disclosure Form

Start of service: You may be required to sign a written contract and/or complete a satisfactory credit check before obtaining propane. A seller cannot deny service on the basis of your credit, but may require cash payment in advance of delivery if you are denied credit terms.

Fees not included on this disclosure are prohibited.

Advice on purchasing propane is available at www.uvm.edu/consumer under "Heating Fuels".

Fee	Amount
Security deposit	2/12 of estimated annual consumption costs
Permit/inspection charge	No charge
Equipment installation charge	No charge
Service/diagnostic fee	\$129 per hour
Leak or pressure test charge	Performed by Driver – \$50 Performed by technician – \$89
After-hours delivery charge	\$129 for 24-hour notice \$95 for 48-hour notice
Meter read fee	None
Equipment lease fee (check one) <input type="checkbox"/> Per month <input type="checkbox"/> Per year	None
Special trip charge – working hours	\$45
Special trip charge – after-hours	\$45
Equipment reconnection charge	Regular and after-hours labor rates apply
Late payment fee	1.5% per month
Insufficient funds fee	\$25
Regular hours service labor rate	\$129 per hour *At on-site time exceeding one hour will be charged in 15-minute increments
After-hours service labor rate	\$209 per hour *At on-site time exceeding one hour will be charged in 15-minute increments

* If no date is included, the fees will remain in effect for at least one year from the date the consumer agreed to buy propane from the seller.

If you request tank removal anytime during the first 12 months after tank installation the following fees apply:

Fee	Amount
Early service termination fee	See terms and conditions of Price Protection Contract
Pump-out/restocking charge	Regular and after-hours labor rates apply
Equipment removal charge	No charge

IRVING ENERGY

85 Mechanic St. Suite B4-1, Lebanon, NH, 03766-1537
Phone: 1.888.310.1924 Fax: 1.888.310.1995 Email: homecomfort@irvingoil.com

5/26/19

Irving Energy
Commercial Fixed Price Supply Agreement

SELLER - Irving Oil Terminals Inc. (DBA Irving Energy)

190 Commerce Way
Portsmouth, NH 03801

Contact: Tara Frost
Phone: 1-603-957-9959

Email: cpp@irvingoil.com
Fax: 1-888-235-1444

CUSTOMER - Town Of Warner

PO BOX 265
Warner, NH

Delivery Location: all
Contact: Kathy Frenette
Email: kfrenette@warnernh.gov
Phone: 603-456-2298

Acct #: 4253099
*03278

Fax:

CONTRACT PRICE EFFECTIVE DATE: October 1, 2025

In consideration of the mutual covenants and agreements hereinafter set forth, Irving Energy ("Irving") and Customer, intending to be legally bound, agree as follows (the "Agreement"). Irving agrees to sell and deliver to Customer and Customer agrees to purchase and accept delivery from Irving at Customer's delivery location(s) stated below (the "Delivery Location(s)"), the volumes (collectively the "Total Product Volume") of petroleum products stated below (the "Product"). The price applicable to the Total Product Volume shall be the Contract Price per gallon (the "Contract Price") stated below. The Contract Price is exclusive of Taxes and Fees (as defined in Section 1 of the attached General Terms and Conditions), and Tariff Charge (as defined in the Special Tariff Addendum attached hereto as Attachment C) which Taxes and Fees and Tariff Charge shall be paid by the Customer (except as prohibited by applicable law).

PRODUCT:	Heating Oil
TOTAL PRODUCT VOLUME (GAL.):	8,900
CONTRACT PRICE (PER GAL.):***	\$2.590
PAYMENT TERMS:	Net 30 (payment due 30 days from invoice date)

***This price is only guaranteed if the Customer accepts this Agreement (as detailed below) by 11:59 P.M. EST on

September 23, 2025

If Irving receives Customer's accepted Agreement after that time, Irving may (but shall not be required to) accept this Agreement.

Account Name	Account #	Gallons by Account	Product Code	Delivery Location
0	0	0		0
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Additional Customer Accounts (if any) shall be noted by an incorporated written Attachment B to this Agreement. The following table represents Customer's good faith estimate as to its monthly Product lifting schedule:

Total Gallons	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26
8,900	564	1,040	1,388	1,629	1,460	1,265	792	376	119	31	47	190

This agreement shall be deemed finalized and binding only after this Agreement has been accepted by Customer and Irving (either electronically or physically, as provided below) and customer successfully completes Irving's credit approval process. This Contract Price will be effective as of the Contract Price Effective Date above and shall expire on September 30, 2026, or when the Total Product Volume has been delivered, whichever comes first ("the Pricing Term"). This Agreement expressly includes by reference the General Terms and Conditions attached hereto as Attachment A, Attachment B (Additional Accounts, if applicable), Attachment C (Special Tariff Addendum), Attachment D (Fee Disclosure Form). If this Agreement was provided by Irving to Customer by fax, Customer may accept this Agreement by physically signing below and returning it to Irving by fax, and Irving's acceptance shall be shown by Irving physically signing below and transmitting the fully signed agreement to Customer at the Customer's fax or e-mail address noted above. If this Agreement has been provided to Customer by e-mail from Irving, it may be accepted by Customer electronically in accordance with directions set forth in Irving's e-mail, with no physical signature required, and may be accepted by Irving in a subsequent e-mail to Customer.

SELLER - Irving Oil Terminals Inc. (DBA Irving Energy)

By:

Printed Name:

Date:

Town Of Warner

By (Required):

(Signature)

Printed Name (Required):

Title:

Date (Required):

For Internal Use Only TC1: 0 Plan Code: UC25 23465 SI Purchase: P Contr #: GB04253099-08



ATTACHMENT A - GENERAL TERMS AND CONDITIONS

1. PRICE; VOLUME MEASUREMENT; TAXES AND FEES; TITLE; PAYMENT; CREDIT

The Contract Price shall apply to the Total Product Volume (as identified on first page of this Agreement) only, and shall only be valid during the Pricing Term. The price for any Product in excess of the Total Product Volume, and/or delivered after the expiration of the Pricing Term, shall be equal to the applicable variable price as reflected by Irving's records on the day of delivery. Total Product Volume shall be measured by truck meter at time of delivery, converted to a 60° Fahrenheit temperature corrected measurement (except where prohibited by law). In addition to the Contract Price, Customer is responsible for and agrees to pay any government taxes, duties and fees now existing or hereafter arising, relating to the storage, importation, production, sale, transportation, delivery, or use of the Product (collectively, the "Taxes and Fees"), except to the extent prohibited or conditioned by applicable law. Applicable fees related to your propane service are detailed in the Irving Energy Fee Disclosure Form included as Attachment D of this Agreement. Title to and risk of loss of all Product(s) delivered hereunder shall pass to the Customer upon leaving the permanent hose connection of Irving's delivery truck. Customer shall pay invoices for Product when due and any invoices not paid when due shall be subject to service and late payment charges of one and one half (1.5%) per month (18% per annum) from the date due. Customer may choose to pay by preauthorized electronic debit. Nothing in this Agreement shall be construed as obligating Irving to extend credit to Customer. Irving's credit terms and election to extend credit to Customer may be modified or revoked at any time by Irving, in Irving's absolute discretion.

Reliance on Present Regulations: Customer acknowledges that Seller is entering into the Agreement in reliance upon laws, rules, regulations, and orders (collectively, "Regulations") in effect on the effective date of the Agreement.

If any Regulations are changed, amended or are made effective, or if new Regulations become effective, and the material effect of such Regulations results in new or increased charges or causes an increase in Seller's cost of supplying Product (delivered or to be delivered during the term of this Agreement), Seller may, at its option, in accordance with all applicable laws (including any applicable notice periods) collect from Customers the new or increased charges/costs and/or increase the price for Product by the amount of such increase to all Product affected. Seller shall provide the Customer with written notice of such a price adjustment with supporting documentation. Each new or additional charge/cost or increase in price shall take effect with respect to Product not yet delivered and retroactively to Product already delivered under this Agreement. Customer shall promptly pay Seller the aggregate amount of the new or additional charges/costs or increase in price, provided that Customer may, if Customer deems any such new or additional charges/costs or price increases prohibitive (as to Product not yet delivered), not later than ten (10) days after the first assessment of such charges/costs or price, elect by written notice to Seller to terminate the Agreement with respect to any Product type affected, whereupon, unless Seller elects to assume or waive the new or additional charges or price increase, this Agreement shall terminate as to the affected Product type (but only as to the extent of quantities of Product not yet delivered to Customer). **Any such termination by Customer shall not affect the obligation of Customer to pay Seller the additional charges/costs or price increase leading to such termination (and the resulting aggregate amount attributable to any retroactive increase in price) for Product delivered prior to the termination of the Agreement.** The foregoing terms are intended, without limitation, to apply to the charges/costs that may arise from Seller's obligations pursuant to the Vermont Clean Heat Standard (retroactively or otherwise). Customer's conditional right to terminate this Agreement arising from this section shall not apply to Tariffs (as defined in the Special Tariff Addendum), which is governed by the terms of the Special Tariff Addendum.

2. PERIODIC DELIVERY

Product will be delivered on an Automatic Delivery or Will Call Delivery basis as requested by Customer. For accounts existing prior to the date this Agreement is finalized, delivery will continue according to the existing method applicable to each account until Customer requests a change in delivery method. **NOTE: accounts operating on an Automatic Delivery basis when the end of the Pricing Term and the exhaustion of the Total Product Volume have occurred will continue to receive deliveries of Product on an Automatic Delivery basis, and Customer will pay for all such deliveries, unless and until Customer instructs Irving to discontinue Automatic Delivery and Irving has a reasonable opportunity to implement the change.** "Automatic Delivery" means Irving will schedule Product delivery based on consumption data calculated by Irving. "Will Call Delivery" means Customer will call Irving to schedule delivery based on an as-needed basis. Irving shall have a reasonable time to respond to a Will Call delivery request and to any requested change in delivery method. Regardless of delivery method, Irving cannot guarantee that Customer will not run out of Product. Irving shall not be obligated to supply Customer with Product (and may allocate Product to Customer and Irving's other customers in its sole discretion) if any condition beyond the control of Irving (including, without limitation labor disturbances, shortage of equipment, labor, materials or Product) affects Irving's ability to perform any of its obligations under the Agreement.

3. LIQUIDATED DAMAGES FOR UNDERLIFTING

Customer shall purchase the Total Product Volume during the Pricing Term. If Customer fails to do so, then Customer shall pay to Irving liquidated damages calculated as follows: (1) For Heating Oil or Diesel: (Total Product Volume minus actual gallons purchased) times \$1.50; (2) For Propane: (Total Product Volume minus actual gallons purchased) times \$1.00 - (collectively the LD). The parties agree that the LD is a reasonable estimate of Irving's damages and is not intended to be a penalty. Irving shall also be entitled to recover any Collection Expenses (defined below) associated with collecting the LD, as well as any additional damages incurred as a result of Customer's breach of this Agreement.

4. COMPLIANCE WITH LAWS

The Customer shall comply with all applicable laws relating to the Product and shall maintain the Delivery Location such that delivery does not pose an unreasonable risk of harm to persons, property or the environment. Irving shall have the right, but not the obligation, to inspect any tank into which Customer proposes Irving deliver Product. Any such inspection shall be for Irving's sole benefit and Customer shall not be entitled to rely on any such inspection for any purpose.

5. SPECIFICATIONS; WARRANTIES; LIABILITY LIMITATION

Irving warrants that the Product sold hereunder shall meet Irving's specifications in effect at the time and place of delivery. No other warranties, whether expressed or implied, whether of merchantability, fitness for a particular purpose or otherwise (except as to title) shall apply to Product sold hereunder. Under no circumstances shall: (1) Irving be responsible for any consequential, incidental, special, or punitive damages to Customer arising from or relating to Irving's performance or non-performance of this Agreement; or (2) Irving's liability arising from this Agreement exceed the amount actually paid to Irving by Customer during the Pricing Term of this Agreement. Customer warrants that Customer has all requisite power and authority to enter into and perform Customer's obligations under this Agreement, and that there are no contracts (including, but not limited to contracts with any other supplier of Product) orders, or other matters which would prevent Customer from fulfilling its obligations under this Agreement.

6. INDEMNITY

The Customer shall release, indemnify, and hold harmless Irving and its affiliates, all their directors, officers, shareholders, employees, and agents from and against any and all claims, losses, damages, and expenses (including attorney and other legal fees and expenses), however arising out of (1) Customer's acts, negligence, or willful misconduct, or (2) Customer's breach of this Agreement.

7. SUSPEND OR TERMINATE

Customer may not terminate this Agreement until the end of the Pricing Term, and may not use another supplier of Product until the Total Product Volume has been delivered. Irving may, in its sole discretion, without prejudice to any other additional rights, remedies, or claims that it may have under this Agreement or otherwise, suspend or terminate this Agreement if: (1) Customer breaches any of its obligations under the Agreement; (2) if Irving has a reasonable belief that Customer is anticipatorily rejecting any part or all of Customer's obligation to purchase and accept the Total Product Volume under the terms of this Agreement; or (3) Customer becomes insolvent or files for bankruptcy or is, in Irving's reasonable opinion, expected to be unable or unwilling to pay its debts generally as the same become due. In the event of termination for any of the foregoing reasons, the Customer shall pay the Fee (as described in Section 3 above). Customer agrees to reimburse Irving for all collection expenses, including attorney and other legal fees or costs, arising from this Agreement (including those arising in any bankruptcy proceeding) (collectively the "Collection Expenses").

8. NOTICE BY CUSTOMER OF ALLEGED BREACH

Customer shall give Irving immediate notice and a detailed description of any alleged breach or error by Irving arising from this Agreement to the following address: Irving Energy, Attn: Contract Administration, 190 Commerce Way, Portsmouth NH 03801.

9. ASSIGNMENT/WAIVER/OTHER IMPORTANT TERMS

Any assignment of this Agreement without Irving's written consent shall be void; Irving may withhold such consent in its sole discretion. Customer shall pay Irving for all amounts due under this Fuel Agreement, regardless of whether such Fuel Agreement contemplates Product delivery to, or use by, other parties. There are no third party beneficiaries to this Fuel Agreement. Irving's rights under this Agreement shall not be affected by any previous waiver or course of dealing. Any litigation arising from the subject matter of this Fuel Agreement may only be brought in a state or federal court located in the state of the Delivery Location, and shall be governed by and interpreted in accordance with the laws of the state of the Delivery Location, exclusively, without giving effect to its principles of conflict of laws. This written Agreement constitutes the entire agreement between the parties on the subject of this Agreement. No amendment to this Agreement shall be effective unless in a writing signed and delivered by Irving. Irving and Customer each warrant that they have caused this Agreement to be accepted by their duly authorized representatives. This Agreement is entered into exclusively for business purposes and for no personal, family or household purposes. Capitalized terms in these General Terms and Conditions not otherwise defined herein shall have the meaning set forth on the first page of this Agreement.

ATTACHMENT B

Additional Accounts

[illegible][illegible]

ATTACHMENT C
SPECIAL TARIFF ADDENDUM

Tariff Charge: Customer hereby acknowledges that the Product it is purchasing pursuant to this Agreement may, in our Company's sole discretion, consist of Product imported into the U.S. that is, or may become during the term of this agreement, subject to a government-imposed customs duty or similar tax (a "Tariff"). In addition to the price of Product and all other amounts due to Irving pursuant to this Agreement. IF OUR COMPANY INCURS (DIRECTLY OR INDIRECTLY) A TARIFF ON THE PRODUCT DELIVERED TO YOU, THEN CUSTOMER AGREES TO PAY A TARIFF CHARGE (DEFINED BELOW) FOR ALL SUCH PRODUCT DELIVERED TO CUSTOMER. Our Company reserves the right to reduce, suspend, and/or reinstate the Tariff Charge for the Product at any time and from time to time.

"Tariff Charge" shall mean an amount up to the Tariff assessed on the product (on a per gallon basis) at the time of importation into the U.S.

Customer shall have no right to: (1) suspend, terminate, or amend this Agreement, or (2) defer, or refuse to accept, delivery of the Product – for any reason related to the effect of any Tariffs or Tariff Charges, including without limitation on the basis of any contractual, statutory, or common law theories of impracticability, impossibility, frustration of purpose, or force majeure. If any conflict exists between any provision of this Addendum and any other terms of the Agreement, the provisions of this Addendum shall prevail to the extent necessary to resolve the conflict.

**ATTACHMENT D
FEE DISCLOSURE FORM**



Initial Fee Disclosure Form

Start of service: You may be required to sign a written contract and/or complete a satisfactory credit check before obtaining propane. A seller cannot deny service on the basis of your credit, but may require cash payment in advance of delivery if you are denied credit terms.

Fees not included on this disclosure are prohibited.

Advice on purchasing propane is available at www.uvm.edu/consumer under "Heating Fuels".

Fee	Amount
Security deposit	2/12 of estimated annual consumption costs
Permit/inspection charge	No charge
Equipment installation charge	No charge
Service/diagnostic fee	\$129 per hour
Leak or pressure test charge	Performed by Driver – \$50 Performed by technician – \$99
After-hours delivery charge	\$129 for 24-hour notice \$95 for 48-hour notice
Meter read fee	None
Equipment lease fee (check one) <input type="checkbox"/> Per month <input type="checkbox"/> Per year	None
Special trip charge – working hours	\$45
Special trip charge – after-hours	\$45
Equipment reconnection charge	Regular and after-hours labor rates apply
Late payment fee	1.5% per month
Insufficient funds fee	\$25
Regular hours service labor rate	\$129 per hour *All on-site time exceeding one hour will be charged in 15-minute increments
After-hours service labor rate	\$209 per hour *All on-site time exceeding one hour will be charged in 15-minute increments

* If no date is included, the fees will remain in effect for at least one year from the date the consumer agreed to buy propane from the seller.

If you request tank removal anytime during the first 12 months after tank installation the following fees apply:

Fee	Amount
Early service termination fee	See terms and conditions of Price Protection Contract
Pump-out/restocking charge	Regular and after-hours labor rates apply
Equipment removal charge	No charge

IRVING ENERGY

85 Mechanic St. Suite B4-1, Lebanon, NH, 03766-1537
Phone: 1.888.310.1924 Fax: 1.888.310.1995 Email: homecomfort@irvingco.com

5/25/19

Irving Energy
Commercial Fixed Price Supply Agreement

SELLER - Irving Oil Terminals Inc. (DBA Irving Energy)
190 Commerce Way
Portsmouth, NH 03801

Contact: Tara Frost
Phone: 1-603-957-9959

Email: cpp@irvingoil.com
Fax: 1-888-235-1444

CUSTOMER - Town Of Warner

PO BOX 265
Warner, NH

Delivery Location: all
Contact: Kathy Frenette
Email: kfrenette@warnernh.gov
Phone: 603-456-2298

Acct #: 4253099
*03278

Fax:

CONTRACT PRICE EFFECTIVE DATE: October 1, 2025

In consideration of the mutual covenants and agreements hereinafter set forth, Irving Energy ("Irving") and Customer, intending to be legally bound, agree as follows (the "Agreement"). Irving agrees to sell and deliver to Customer and Customer agrees to purchase and accept delivery from Irving at Customer's delivery location(s) stated below (the "Delivery Location(s)"), the volumes (collectively the "Total Product Volume") of petroleum products stated below (the "Product"). The price applicable to the Total Product Volume shall be the Contract Price per gallon (the "Contract Price") stated below. The Contract Price is exclusive of Taxes and Fees (as defined in Section 1 of the attached General Terms and Conditions), and Tariff Charge (as defined in the Special Tariff Addendum attached hereto as Attachment C) which Taxes and Fees and Tariff Charge shall be paid by the Customer (except as prohibited by applicable law).

PRODUCT:	60 - Propane
TOTAL PRODUCT VOLUME (GAL.):	8,400
CONTRACT PRICE (PER GAL.):***	\$1.414
PAYMENT TERMS:	Net 30 (payment due 30 days from invoice date)

***This price is only guaranteed if the Customer accepts this Agreement (as detailed below) by 11:59 P.M. EST on

September 23, 2025

If Irving receives Customer's accepted Agreement after that time, Irving may (but shall not be required to) accept this Agreement.

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Account Name	Account #	Gallons by Account	Product Code	Delivery Location
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Additional Customer Accounts (if any) shall be noted by an incorporated written Attachment B to this Agreement. The following table represents Customer's good faith estimate as to its monthly Product lifting schedule:

Total Gallons	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26
8,400	533	981	1,310	1,537	1,378	1,194	748	354	113	29	45	179

This agreement shall be deemed finalized and binding only after this Agreement has been accepted by Customer and Irving (either electronically or physically, as provided below) and customer successfully completes Irving's credit approval process. This Contract Price will be effective as of the Contract Price Effective Date above and shall expire on September 30, 2026, or when the Total Product Volume has been delivered, whichever comes first ("the Pricing Term"). This Agreement expressly includes by reference the General Terms and Conditions attached hereto as Attachment A, Attachment B (Additional Accounts, if applicable), Attachment C (Special Tariff Addendum), Attachment D (Fee Disclosure Form). If this Agreement was provided by Irving to Customer by fax, Customer may accept this Agreement by physically signing below and returning it to Irving by fax, and Irving's acceptance shall be shown by Irving physically signing below and transmitting the fully signed agreement to Customer at the Customer's fax or e-mail address noted above. If this Agreement has been provided to Customer by e-mail from Irving, it may be accepted by Customer electronically in accordance with directions set forth in Irving's e-mail, with no physical signature required, and may be accepted by Irving in a subsequent e-mail to Customer.

SELLER - Irving Oil Terminals Inc. (DBA Irving Energy)

Town Of Warner

By:

By (Required):

(Signature)

Printed Name:

Printed Name (Required):

Title:

Date:

Date (Required):

For Internal Use Only TC1: 0 Plan Code: UC25 11173 SI Purchase: P Contr #: GB04253099-60

ATTACHMENT A - GENERAL TERMS AND CONDITIONS

1. PRICE; VOLUME MEASUREMENT; TAXES AND FEES; TITLE; PAYMENT; CREDIT

The Contract Price shall apply to the Total Product Volume (as identified on first page of this Agreement) only, and shall only be valid during the Pricing Term. The price for any Product in excess of the Total Product Volume, and/or delivered after the expiration of the Pricing Term, shall be equal to the applicable variable price as reflected by Irving's records on the day of delivery. Total Product Volume shall be measured by truck meter at time of delivery, converted to a 60° Fahrenheit temperature corrected measurement (except where prohibited by law). In addition to the Contract Price, Customer is responsible for and agrees to pay any government taxes, duties and fees now existing or hereafter arising, relating to the storage, importation, production, sale, transportation, delivery, or use of the Product (collectively, the "Taxes and Fees"), except to the extent prohibited or conditioned by applicable law. Applicable fees related to your propane service are detailed in the Irving Energy Fee Disclosure Form included as Attachment D of this Agreement. Title to and risk of loss of all Product(s) delivered hereunder shall pass to the Customer upon leaving the permanent hose connection of Irving's delivery truck. Customer shall pay invoices for Product when due and any invoices not paid when due shall be subject to service and late payment charges of one and one half (1.5%) per month (18% per annum) from the date due. Customer may choose to pay by preauthorized electronic debit. Nothing in this Agreement shall be construed as obligating Irving to extend credit to Customer. Irving's credit terms and election to extend credit to Customer may be modified or revoked at any time by Irving, in Irving's absolute discretion.

Reliance on Present Regulations: Customer acknowledges that Seller is entering into the Agreement in reliance upon laws, rules, regulations, and orders (collectively, "Regulations") in effect on the effective date of the Agreement.

If any Regulations are changed, amended or are made effective, or if new Regulations become effective, and the material effect of such Regulations results in new or increased charges or causes an increase in Seller's cost of supplying Product (delivered or to be delivered during the term of this Agreement), Seller may, at its option, in accordance with all applicable laws (including any applicable notice periods) collect from Customers the new or increased charges/costs and/or increase the price for Product by the amount of such increase to all Product affected. Seller shall provide the Customer with written notice of such a price adjustment with supporting documentation. Each new or additional charge/cost or increase in price shall take effect with respect to Product not yet delivered and retroactively to Product already delivered under this Agreement. Customer shall promptly pay Seller the aggregate amount of the new or additional charges/costs or increase in price, provided that Customer may, if Customer deems any such new or additional charges/costs or price increases prohibitive (as to Product not yet delivered), not later than ten (10) days after the first assessment of such charges/costs or price, elect by written notice to Seller to terminate the Agreement with respect to any Product type affected, whereupon, unless Seller elects to assume or waive the new or additional charges or price increase, this Agreement shall terminate as to the affected Product type (but only as to the extent of quantities of Product not yet delivered to Customer). Any such termination by Customer shall not affect the obligation of Customer to pay Seller the additional charges/costs or price increase leading to such termination (and the resulting aggregate amount attributable to any retroactive increase in price) for Product delivered prior to the termination of the Agreement. The foregoing terms are intended, without limitation, to apply to the charges/costs that may arise from Seller's obligations pursuant to the Vermont Clean Heat Standard (retroactively or otherwise). Customer's conditional right to terminate this Agreement arising from this section shall not apply to Tariffs (as defined in the Special Tariff Addendum), which is governed by the terms of the Special Tariff Addendum.

2. PERIODIC DELIVERY

Product will be delivered on an Automatic Delivery or Will Call Delivery basis as requested by Customer. For accounts existing prior to the date this Agreement is finalized, delivery will continue according to the existing method applicable to each account until Customer requests a change in delivery method. **NOTE: accounts operating on an Automatic Delivery basis when the end of the Pricing Term and the exhaustion of the Total Product Volume have occurred will continue to receive deliveries of Product on an Automatic Delivery basis, and Customer will pay for all such deliveries, unless and until Customer instructs Irving to discontinue Automatic Delivery and Irving has a reasonable opportunity to implement the change.** "Automatic Delivery" means Irving will schedule Product delivery based on consumption data calculated by Irving. "Will Call Delivery" means Customer will call Irving to schedule delivery based on an as-needed basis. Irving shall have a reasonable time to respond to a Will Call delivery request and to any requested change in delivery method. Regardless of delivery method, Irving cannot guarantee that Customer will not run out of Product. Irving shall not be obligated to supply Customer with Product (and may allocate Product to Customer and Irving's other customers in its sole discretion) if any condition beyond the control of Irving (including, without limitation labor disturbances, shortage of equipment, labor, materials or Product) affects Irving's ability to perform any of its obligations under the Agreement.

3. LIQUIDATED DAMAGES FOR UNDERLIFTING

Customer shall purchase the Total Product Volume during the Pricing Term. If Customer fails to do so, then Customer shall pay to Irving liquidated damages calculated as follows: (1) For Heating Oil or Diesel: (Total Product Volume minus actual gallons purchased) times \$1.50; (2) For Propane: (Total Product Volume minus actual gallons purchased) times \$1.00 - (collectively the LD). The parties agree that the LD is a reasonable estimate of Irving's damages and is not intended to be a penalty. Irving shall also be entitled to recover any Collection Expenses (defined below) associated with collecting the LD, as well as any additional damages incurred as a result of Customer's breach of this Agreement.

4. COMPLIANCE WITH LAWS

The Customer shall comply with all applicable laws relating to the Product and shall maintain the Delivery Location such that delivery does not pose an unreasonable risk of harm to persons, property or the environment. Irving shall have the right, but not the obligation, to inspect any tank into which Customer proposes Irving deliver Product. Any such inspection shall be for Irving's sole benefit and Customer shall not be entitled to rely on any such inspection for any purpose.

5. SPECIFICATIONS; WARRANTIES; LIABILITY LIMITATION

Irving warrants that the Product sold hereunder shall meet Irving's specifications in effect at the time and place of delivery. No other warranties, whether expressed or implied, whether of merchantability, fitness for a particular purpose or otherwise (except as to title) shall apply to Product sold hereunder. Under no circumstances shall: (1) Irving be responsible for any consequential, incidental, special, or punitive damages to Customer arising from or relating to Irving's performance or non-performance of this Agreement; or (2) Irving's liability arising from this Agreement exceed the amount actually paid to Irving by Customer during the Pricing Term of this Agreement. Customer warrants that Customer has all requisite power and authority to enter into and perform Customer's obligations under this Agreement, and that there are no contracts (including, but not limited to contracts with any other supplier of Product) orders, or other matters which would prevent Customer from fulfilling its obligations under this Agreement.

6. INDEMNITY

The Customer shall release, indemnify, and hold harmless Irving and its affiliates, all their directors, officers, shareholders, employees, and agents from and against any and all claims, losses, damages, and expenses (including attorney and other legal fees and expenses), however arising out of (1) Customer's acts, negligence, or willful misconduct, or (2) Customer's breach of this Agreement.

7. SUSPEND OR TERMINATE

Customer may not terminate this Agreement until the end of the Pricing Term, and may not use another supplier of Product until the Total Product Volume has been delivered. Irving may, in its sole discretion, without prejudice to any other additional rights, remedies, or claims that it may have under this Agreement or otherwise, suspend or terminate this Agreement if: (1) Customer breaches any of its obligations under the Agreement; (2) if Irving has a reasonable belief that Customer is anticipatorily rejecting any part or all of Customer's obligation to purchase and accept the Total Product Volume under the terms of this Agreement; or (3) Customer becomes insolvent or files for bankruptcy or is, in Irving's reasonable opinion, expected to be unable or unwilling to pay its debts generally as the same become due. In the event of termination for any of the foregoing reasons, the Customer shall pay the Fee (as described in Section 3 above). Customer agrees to reimburse Irving for all collection expenses, including attorney and other legal fees or costs, arising from this Agreement (including those arising in any bankruptcy proceeding) (collectively the "Collection Expenses").

8. NOTICE BY CUSTOMER OF ALLEGED BREACH

Customer shall give Irving immediate notice and a detailed description of any alleged breach or error by Irving arising from this Agreement to the following address: Irving Energy, Attn: Contract Administration, 190 Commerce Way, Portsmouth NH 03801.

9. ASSIGNMENT/WAIVER/OTHER IMPORTANT TERMS

Any assignment of this Agreement without Irving's written consent shall be void; Irving may withhold such consent in its sole discretion. Customer shall pay Irving for all amounts due under this Fuel Agreement, regardless of whether such Fuel Agreement contemplates Product delivery to, or use by, other parties. There are no third party beneficiaries to this Fuel Agreement. Irving's rights under this Agreement shall not be affected by any previous waiver or course of dealing. Any litigation arising from the subject matter of this Fuel Agreement may only be brought in a state or federal court located in the state of the Delivery Location, and shall be governed by and interpreted in accordance with the laws of the state of the Delivery Location, exclusively, without giving effect to its principles of conflict of laws. This written Agreement constitutes the entire agreement between the parties on the subject of this Agreement. No amendment to this Agreement shall be effective unless in a writing signed and delivered by Irving. Irving and Customer each warrant that they have caused this Agreement to be accepted by their duly authorized representatives. This Agreement is entered into exclusively for business purposes and for no personal, family or household purposes. Capitalized terms in these General Terms and Conditions not otherwise defined herein shall have the meaning set forth on the first page of this Agreement.

ATTACHMENT B

Additional Accounts

[illegible][illegible]

ATTACHMENT C
SPECIAL TARIFF ADDENDUM

Tariff Charge: Customer hereby acknowledges that the Product it is purchasing pursuant to this Agreement may, in our Company's sole discretion, consist of Product imported into the U.S. that is, or may become during the term of this agreement, subject to a government-imposed customs duty or similar tax (a "Tariff"). In addition to the price of Product and all other amounts due to Irving pursuant to this Agreement. IF OUR COMPANY INCURS (DIRECTLY OR INDIRECTLY) A TARIFF ON THE PRODUCT DELIVERED TO YOU, THEN CUSTOMER AGREES TO PAY A TARIFF CHARGE (DEFINED BELOW) FOR ALL SUCH PRODUCT DELIVERED TO CUSTOMER. Our Company reserves the right to reduce, suspend, and/or reinstate the Tariff Charge for the Product at any time and from time to time.

"Tariff Charge" shall mean an amount up to the Tariff assessed on the product (on a per gallon basis) at the time of importation into the U.S.

Customer shall have no right to: (1) suspend, terminate, or amend this Agreement, or (2) defer, or refuse to accept, delivery of the Product – for any reason related to the effect of any Tariffs or Tariff Charges, including without limitation on the basis of any contractual, statutory, or common law theories of impracticability, impossibility, frustration of purpose, or force majeure. If any conflict exists between any provision of this Addendum and any other terms of the Agreement, the provisions of this Addendum shall prevail to the extent necessary to resolve the conflict.