DENNIS K. BURKE INC.
THE EMISSIONS EXPERTS

SALES AGREEMENT CONFIRMATION

This will confirm the conversation of December 15, 2022 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	Town of Canton CT	**Attention:**	Bill Geiger
Phone:	(860) 693-7852	**Address:**	4 Market Street, Canton, CT 06022
Fax/Email:	wgeiger@Townofcantonct.org	**Contract Type:**	MUNI
Account:	2272		
Contract ID:	3729		

Product: **Unleaded Gasoline (87)**

Gallons	Price	Start Date	Ending Date
31,000	2.4683	January 1, 2023	December 31, 2023

TERMS: Net 30 Days **Delivery: Price Includes Delivery** **Taxes: Price Does NOT Include Taxes**

Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than $.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

Special Conditions:
Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.
The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.
We appreciate the opportunity to conclude this transaction with your company. By signing this agreement and returning it to us you are confirming that you have the authority to bind your company to this agreement.

	Total Gallons	Product	Price
Seller agrees to provide a maximum/minimum of:	31,000	**Unleaded Gasoline (87)**	2.4683
Buyer agrees to purchase a maximum/minimum of:	31,000	**Unleaded Gasoline (87)**	2.4683

Date Range: The term of the Agreement shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated on the Sales Agreement shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within the Agreement beyond the date range indicated in the Agreement, if necessary.

12/15/22 — Buyer — Date

12/15/2022 — For: Dennis K. Burke, Inc. — Date

Please sign and e-mail back to: contracts@burkeoil.com