

The March 04, 2026 meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor
Eric A. Catricala, Deputy Town Supervisor
Jeremy W. Connors, Councilman
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Kelly L. Catricala, Town Clerk
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney

WORKSHOP - BOARD ROOM - 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PUBLIC HEARING: DISCUSS EXTENDING THE MORATORIUM ON BATTERY ENERGY STORAGE FACILITIES

Supervisor Tollisen: We have many members of the fire services here this evening, welcome; and also, to our Halfmoon Celebrations Association, welcome.

The first item on our agenda this evening is a public hearing on extending the moratorium on Battery Energy Storage Facilities. Would anyone like the Public Hearing Notice read? Hearing from on one, or anyone online, I will waive the reading of the Public Hearing Notice and open the Public Hearing at 7:02 pm. Mr. Harris, if you would give us a short summary, thank you.

Richard Harris, Town of Halfmoon Building, Planning and Development

Coordinator: Thank you. On March 17th, the existing moratorium on Battery Energy Storage Facilities will expire, and in discussions with the Town Board a little over a month ago, it was determined that we do want to do a little more investigation and research, particularly in light of changes to the State Building Codes that occurred on December 31, 2025; the State of New York has provided some guidance on that and we are trying to understand it better and what resources the State of New York is providing not only to the Town, but fire districts. We have done some analysis in office and with some other entities at the County level regarding what some Towns have done, everything from a type of ban on the systems to zoning amendments to restrictions in certain districts, such as residential, enhanced setbacks, possibly a special use permit process that involves a public hearing and public input. We would like to get more of an understanding on the staff level regarding the impacts, and then also, with some of the companies involved to understand what their protocols are. My understanding is that some companies were ahead of the curve and already adopting a lot of what New York State had out as draft code amendments and have made them a part of their procedures. We want to get a better understanding of code impacts, and I know Councilman Wasielewski has met with our fire departments regarding some of their concerns, so I do think we need a little more time to get an understanding the issue.

Supervisor Tollisen: Thank you. Are there questions of the Board? Are there questions from the public? Hearing from no one, I will close the Public Hearing at 7:03 pm. What is the wish of the Board?

Councilman Wasielewski: Mr. Supervisor, I would like to extend this for another six months so we can further research this matter.

RESOLUTION NO.125-2026

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Building and Planning Development Coordinator Harris

RESOLVED, that the Town Board hereby approves extending the Moratorium on Battery Energy Storage Facilities in the Town of Halfmoon for 180 days.

POLL OF THE BOARD

Councilman Catricala	Aye
Councilman Connors	Aye
Councilman Wasielewski	Aye
Councilman Hotaling	Aye
Supervisor Tollisen	Aye

Supervisor Tollisen: The next item on our agenda is a presentation from David Maxfield, President of the Halfmoon Celebrations Association, Inc. Dave if you'll come up.

PRESENTATION: HALFMOON CELEBRATIONS ASSOCIATION, INC.

Dave Maxfield, President of Halfmoon Celebrations Association, Inc.: Good evening. My name is Dave Maxfield, and I'm a proud volunteer and President of Halfmoon Celebrations Association. For anyone unfamiliar with us: We are a not-for-profit organization, run 100% by dedicated volunteers. Our mission is simple, to bring FREE, family-fun events to the Town of Halfmoon and surrounding communities in a safe, welcoming, neighborly environment. We've been doing this for nearly 40 years, and we are incredibly proud of the traditions we've built together.

Tonight, I'm excited to share our ambitious, action packed schedule of FREE events for 2026. All made possible through the hard work of volunteers and the generosity of our sponsors.

1. Kick off the spring season with one of Halfmoon Celebrations most beloved traditions! The Easter "Egg" Stravaganza which will be held on Saturday, March 28th from 12:00 PM-4:00 PM. Families and friends are invited to enjoy an afternoon packed with Easter fun, such as photos with the Easter Bunny, Easter themed crafts, character meet-and-greets such as Ms. Lamb, Chick-a-dee, carrot and so many more, and interactive activities for all ages, such as a photo mirror and handle and interact with various reptiles. With surprises around every corner and refreshments to support Halfmoon Celebrations and Character Counts, this rain-or-shine event is the perfect way to celebrate community, joy, and the start of spring.
2. On Saturday, April 25th from 10:00 AM-3:00 PM is our annual Spring Fling Shopping Bazaar. Step into spring at our indoor shopping bazaar featuring a wonderful variety of local vendors! Whether you're looking for seasonal décor, gifts, home goods, or unique handmade items, you'll find something for everyone while supporting Halfmoon's small businesses. It's a warm, welcoming atmosphere with refreshments benefiting Halfmoon Celebrations.

It is a great day to shop locally and celebrate spring.

3. On Friday, June 12th from 6:00 PM–8:00 PM stop by Groovin' on the Green which is our first concert in our series. Bring your lawn chair, snacks, and dancing shoes as it's a time for summer music in the park! Enjoy a lively performance by Diamond Cut Horns. They are an 11-piece band known for high-energy music from the '70s to today's hits. It's the perfect way to unwind, enjoy the outdoors, and connect with neighbors during a fun, free evening at the park.
4. On Friday, June 24th at Dusk (Around 8:30 PM) Join us for our First Sunset Cinema of 2026! Gather under the evening sky for a magical outdoor movie experience! Families can settle in with blankets and chairs to watch Bad Guys 2 on the big screen. We'll be providing free water, a snack, and a themed children's gift while supplies last, making movie night even more memorable. A perfect summer tradition for all ages.
5. On Friday, July 10th from 6:00 PM–8:00 PM stop by Groovin' on the Green for our second concert in the series. Music lovers won't want to miss The TS Ensemble, they are an upbeat, electric eight-piece band covering everything from classic standards to today's dance favorites. Bring your family, friends, and your best sing-along voice for an evening filled with community spirit, sunshine, and fantastic live entertainment in the park.
6. On Friday, July 24th at Dusk (Around 8:15 PM) Join us for our second Sunset Cinema! Experience the nostalgia of a classic without leaving town! Relax on your blankets and chairs under the sky as we show Paddington, a family favorite full of charm and humor. Kids will receive a free themed gift along with water and a snack. This will be a cozy, unforgettable summer night!
7. On Friday, August 7th from 6:00 PM–8:00 PM stop by Groovin' on the Green! Close out the final concert in our summer series with Joe's Boys, a longtime Capital Region favorite known for upbeat Good Time Rock 'n Pop music. Their energetic performance is the perfect soundtrack for a warm August evening. Bring your chairs, snacks, and friends for one last musical celebration of the season.
8. On Friday, August 21st at Dusk (Around 8:00 PM) Join us for our last Sunset Cinema of the season! End the summer movie season with a family classic, The Smurfs! This fun-filled night under the stars includes free water, a snack, and a themed kids' gift while supplies last. A cheerful and heartwarming way to wrap up the summer with your community.
9. Then on Saturday, September 26th from 12:00 PM-5:00 PM we will be hosting our annual Harvest Festival. Come celebrate fall at one of Halfmoon Celebrations biggest annual events! The Harvest Festival brings together the charm of a fall fair with a carnival twist, complete with hayrides, face painting, games, raffles, pumpkin decorating, balloon artists, shopping, Circle of Safety, and so much more. This lively event offers something for everyone. Refreshments support Halfmoon Celebrations and Halfmoon Character Counts, making the fun even more meaningful.
10. On Sunday, November 29th from 5:00 PM-7:00 PM join us for the Holiday Memories Memorial Tree Lighting Ceremony. This heartfelt evening is where we light the Memorial Trees and the Town Tree in remembrance of loved ones who remain forever in our hearts. This peaceful and uplifting ceremony is a treasured tradition that brings warmth to the season. Free refreshments

will be provided as families gather to honor memories, celebrate community, and welcome the holiday season.

11. On Saturday, December 5th from 12:00 PM-4:00PM kick of the holiday Season with our ever-popular Jingle Bell Bash! The holidays come alive at our annual Jingle Bell Bash as families enjoy photos with Santa and Mrs. Claus, festive crafts, character meet-and-greets with Frosty, Rudolph, the Grinch and other holiday friends, plus we also have a beautiful outdoor carriage ride, and so much more. This joyful celebration has something magical at every turn. Refreshments benefit Halfmoon Celebrations and Halfmoon Character Counts adding to the spirit of giving.
12. Then on Friday, December 11th, at 6:00 PM Join is for An Evening with Mrs. Claus. Settle into a cozy evening of Christmas magic as Mrs. Claus reads her favorite holiday stories. Children will enjoy cookies, milk, and a special gift from Mrs. Claus. This intimate and heartwarming event is perfect for young families looking to make cherished holiday memories. Reservations are required and limited to the first 50 children ages 5-10 years old.
13. Our last, but not least event of 2026 is our Marketplace on Candy Cane Lane held on Saturday, December 12th from 10:00 AM-3:00 PM. Shop local and finish your holiday gift list at our enchanting indoor marketplace! Dozens of vendors offer handmade goods, crafts, gifts, décor, and more. The festive atmosphere and friendly setting make it a must-visit event of the season. Refreshments support Halfmoon Celebrations and keep the holiday spirit strong.

We hope to see everyone on Saturday, March 28th for our first event of 2026 at the Easter “Egg”Stravaganza, and at many of our events throughout the year!

A huge THANK YOU to the volunteers who make all this possible. They work endlessly (and yes, I probably drive them crazy sometimes!), but they know it’s all driven by passion and our shared commitment to being the best of the best.

Our outstanding volunteers are:

Kristen Woodworth, Mara Sweeter, Francyne Cunningham, Traci McCumber, Sandy McAlonie, Eric Clark, Marilyn Sehgal, Annie Nickerson, Erin Palmer, Mary Wilcox, Donna DeVoe, Susan Olszewski (O-Chef-Ski), Alina LaMere, Barbara Atwell, Margaret Kugler (Koo-Gu-Ler), Mary Jo Lais (Lay-S), Pam Wilbur, Michelle Davies, And our newest members: Wilma Robert & Kathy NassrElgrgawi. I am incredibly proud of each of you; your talents and heart are what make Halfmoon Celebrations such an exceptional organization.

Thank you all for your time tonight and have a wonderful evening!

Supervisor Tollisen: If all the Halfmoon Celebrations volunteers would stand. Thank you for all that you do!

COMMUNITY EVENTS:

The “BUY A BRICK” Program: for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information, please call 518-371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER'S MARKET: Every Wednesday from 2:00 pm to 5:00 pm in the Town Hall. Come visit our local farms, crafters, and vendors that will be on hand every week.

TOWN OF HALFMOON HISTORICAL BUILDING:

HENRY KNOX: RESOLVE FORGED BY REVOLUTION: Wednesday, March 25th at 6:30 pm in the A. James Bold Meeting Room at Town Hall, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. A screening of a new short film honoring the story of Henry Knox's Noble Train Artillery and it's 250th Commemoration. Come join us for this free event!

TAVERN NIGHT: Join Halfmoon Town Historian, Lynda Bryan on Thursday, April 23rd at 4:30 pm at the Halfmoon Senior Center, 287 Lower New Town Road, Halfmoon, NY 12188, as we travel back in time to enjoy an 18th Century inspired feast featuring a 3-course meal and a spirited conversation between Mrs. Elizabeth Peebles and Mrs. John Flynn who opened their homes as a tavern during the Revolutionary War. Hear them speak about the soldiers marching past their front doors and the prestigious guests that stayed at their establishments. Tickets are \$15.00 and will go on sale Tuesday, March 17th 2026 at the Senior Center.

TWO TOWNS ONE BOOK EVENT: Liz Moore, author of the 2026 Community Read "God of the Woods" will join us for a special evening on April 28th, 2026 at the Shen High School West at 7:00 pm. Go to friendsofthelibrary.org to register.

The Historical Building is open by appointment. Please contact Lynda Bryan, Historian at 518-371-7410 Ext. 2331 or lbryan@townofhalfmoon.org. Volunteers are needed for upcoming events: 250th Anniversary of the Revolutionary War, more information to come.

SONS OF THE AMERICAN LEGION MOHAWK SQUADRON 1450: Will hold a breakfast buffet on Sunday, March 22, 2026 from 8 am to 11:30 am at the American Legion Post#1450, 275 Grooms Road, Halfmoon. Adults \$12.00, Children (Under 12) \$3.00. Buffet included: Scrambled Eggs, Home Fries, Pancakes, Bacon, Sausage, Toast, Coffee and Orange Juice. The Mohawk Post 1450 Auxiliary will also be holding a Bake Sale in the lobby from 8:30 am to 11:30 am.

HALFMOON CELEBRATIONS ASSOCIATION, INC. IN CONJUNCTION WITH THE TOWN OF HALFMOON:EASTER "EGGSTRAVAGANZA" : Saturday, March 28, 2026 at the Halfmoon Town Complex, 2 Halfmoon Town Plaza, Harris Road 12:00pm to 4:00 pm. Free activities such as Picture with the Easter Bunny, Crafts, Face Painting, Balloon Artists, and so much more! Join us for a fun-filled day, and meet some of the Easter Bunny's Friends! Refreshments available to purchase that benefits the Halfmoon Celebrations Association and Character Counts. Please visit www.halfmooncelebrations.org for more information.

HALFMOON CELEBRATIONS ASSOCIATION, INC. IN CONJUNCTION WITH THE TOWN OF HALFMOON SPRING FLING: Join us on Saturday, April 25, 2026 at the Halfmoon Town Complex, 2 Halfmoon Town Plaza, Harris Road 10:00 am to 3:00 pm for a Shopping Bazaar that features local vendors & crafters who will offer many items for your shopping pleasure! Jewelry, Skin Care, Candy, Candles, Custom Made Items, and so much more. Free reusable shopping bag to the first 50 shoppers! Light refreshments are available for purchase. For more information, please visit www.halfmooncelebrations.org.

TOWN MEETINGS:

*If a Monday meeting falls on a holiday, the meeting will be held the next day (Tuesday).

- Town Board: 1st and 3rd Wednesday of the month at 7:00 PM
Pre-meeting at 6:15 PM
- Zoning Board of Appeals: 1st Monday* of the month at 7:00 PM
Pre-meeting at 6:45 PM
- Planning Board: 2nd and 4th Monday* of the month at 7:00 PM
Pre-meeting at 6:15 PM
- Trails & Open Space Committee: 3rd Monday* of the 3rd month at 7:00 PM,
unless otherwise announced.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor) America is celebrating it's 250th this year, there is going to be a number of events that we have scheduled throughout the year. If you look at the community events there are a few dates already listed that are being coordinated by our Halfmoon Town Historian, Lynda Bryan. If you are able to join us for any of those events, you really should as it's great to learn about the history of America, and we will be doing a celebration right around the Fourth of July holiday as well.

Eric Catricala (Deputy Town Supervisor): (1) Chair of Personnel Committee, (2) Co-Liaison to Planning Board, (3) Co-Chair of Business and Economic Development Committee, (4) Chair for Parks and Athletics Organizations, (5) Liaison to Trails & Open Space Committee.

Councilman Catricala: Thank you, I have nothing this evening.

Paul Hotaling (Town Board Member): (1) Chair for Recreation & Character Counts, (2) Ethics Committee, (3) Co-Liaison to Comprehensive Plan Update Committee, (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance), (5) Liaison to the Information Technology Department.

Councilman Hotaling: Thank you. The Summer Recreation Program is looking to hire counselors and taking applications in the Rec Office. Thank you.

John Wasielewski (Town Board Member): (1) Co-Liaison to Planning Board, (2) Chair of Committee of Emergency Services & Public Safety, (3) Liaison to Animal Control and related services.

Councilman Wasielewski: Thank you Mr. Supervisor. I would just like to thank the members of the fire service for attending the meeting tonight. 2026 has already gotten off to a very busy start around town, I know your time is valuable, so I thank you for being here.

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations (4) Liaison to Comprehensive Plan Update Committee.

Councilman Connors: Thank you Mr. Supervisor, Spring Rec Baseball is open, registration is open through halfmoonbaseball.org; it is filling up fast, so if interested, sign up soon. March 28th is the deadline for Jr. Umpires; have to be 12 years old by the 8th of April, and they will get training through the program.

Kelly L. Catricala (Town Clerk): No report, thank you.

Dana Cunniff (Receiver of Taxes): Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney):

Cathy Drobny, Esq. (Deputy Town Attorney): I have no report, thank you.

PUBLIC COMMENT (For discussion of agenda items) No one came forward, no one was online.

Owen Hooper, 26 Whitbeck Drive, Glenville Resident: Good evening. I am with Carson Powers, and I would like to follow up on Rich's comments on the Battery Energy Storage Moratorium. Carson Powers is a battery energy storage developer, and we do have a potential project here, in the Town of Halfmoon. We have already engaged with the fire service one time, and Rich and his office one time. I just wanted to cover two big things that we take very seriously and also make sure that you guys as the Town Board knew we were here as an asset and look forward to partnering with the Town of Halfmoon to basically move through your moratorium and help you where we can. First thing is fire safety. We take that at Carson Powers very seriously. As Richard mentioned, we are developing last year the new fire code that was adopted at the beginning of this year; which was a big step for NYS in the face of several fires that did occur downstate in Long Island and the Village of Warwick, which I am sure some of the fire service members and Town Board Members may have heard about. The other thing we take very seriously is any environmental concerns. A lot of issues have come up in other communities we are working with where there are concerns about long-term environmental degradation due to Battery Energy Storage Facilities. We have reports of real-life actual results across the country from battery energy storage incidents that have occurred, and we like to work with communities and their concerns before projects move forward. So, the key take aways is; I have provided to Richard with some material I brought tonight as well, primarily the NYSERTA Battery Energy Storage Guidebook, which is a great reference, and offering that we are willing to work through the moratorium hand in hand. We do have a potential project in town, and we would really like to partner with the Town of Halfmoon to make sure there is benefit for all involved. I am here to answer any questions from the fire service members, or the Board. Thank you.

Supervisor Tollisen: Thank you. Is there anyone else? Anyone online?

Supervisor Tollisen: Department Reports and Department Manager Reports; our department managers meet with me and the entire team monthly to provide reports of what is going on in their departments each month, and those reports are available always for review in the Town Clerk's Office.

DEPARTMENT REPORTS

DEPARTMENT MANAGER MONTHLY REPORTS (Can be viewed at the Town Clerk's Office) Receiver of Taxes

CORRESPONDENCE

1. Received from the Town of Halfmoon Planning Board, their resolutions passed at the February 09, 2026 Planning Board Meeting.

Received & Filed

2. Received from the Erie Canalway National Heritage Corridor, their Annual Report for 2025.

Received & Filed

3. Received from Edward Kilmartin, 116 Staniak Road, Halfmoon, NY 12065, his letter of concern regarding the Sweeney Residential PDD (Project #25.191), 99 Staniak Road, Halfmoon.

Received & Filed

4. Received from the New York State Department of Transportation, their letter acknowledging The Town of Halfmoon's designation as Lead Agency pursuant to SEQRA for the Intersection Improvements at NYS Route 236 and Guideboard Road in the Town of Halfmoon.

Received & Filed

5. Received from NYSEG, their letter to the Town of Halfmoon regarding upgraded smart meters and information on changes to the billing.

Received & Filed

6. Received from Northway 8 Golf Shop, Inc. in the Town of Halfmoon, their notification for providing a 30-day advanced notice of filing of a Liquor License to sell liquor, wine, beer, and cider.

Received & Filed

7. Received from Town of Clifton Park, their notification regarding Concrete Batch Plant-1910 Route 9, Clifton Park, SEQRA Lead Agency Coordination and Transmittal of Planning Board Actions.

Received & Filed

OLD BUSINESS

NEW BUSINESS

RESOLUTION NO.109-2026

Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the Minutes of the Town Board Meeting of February 18, 2026.

RESOLUTION NO.110-2026

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Clerk Catricala

RESOLVED, the Town Board hereby authorizes the disposal of records in the possession of the Town Clerk's Office in accordance with Records Retention & Disposition Schedule LGS01, Section 185.11, 8NYCRR (Appendix H) adopted by the Town Board on January 18, 2023 with Resolution No. 64-2023. These records have met their minimum retention period, and an inventory of these records will be kept, subject to the review and approval of the Town Attorney.

RESOLUTION NO.111-2026

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

RESOLVED, that the Town of Halfmoon is hereby letting bids and will be accepting sealed bids to replace the existing water mains on Brookwood Road and Halfmoon Drive until 9:30 am on April 8, 2026, in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite, subject to the review and approval of the Town Attorney.

WHEREAS, the Town Board is ever cognizant of their responsibility to provide reliable, potable water to the residents of the Town of Halfmoon; and

WHEREAS, the Superintendent of Water & Building Maintenance Supervisor and MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C., the Town Engineers, have determined that it would benefit the Town's potable water transmission system to replace the existing water mains on Brookwood Road and Halfmoon Drive; and

WHEREAS, the Town of Halfmoon is hereby letting the bids and will be accepting sealed bids until 9:30 am on April 8, 2026, for the Brookwood Road Water Main Replacement, bid packages are available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite; and

WHEREAS, the bids will be publicly opened and read aloud on or about 9:30 am on April 8, 2026;

NOW BE IT THEREFORE RESOLVED, that the Town Board authorizes the Supervisor to solicit bids for the Brookwood Road Water Main Replacement to be received by 9:30 am on April 8, 2026, the sealed bids received shall be publicly opened and read aloud at 9:30 am the same day.

RESOLUTION NO.112-2026

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors. Resolution Introduced by Comptroller Sullivan

RESOLVED, the Town Board authorizes the Supervisor to enter into an Agreement with Sprague Operating Resources, LLC for gas service for a 36-month period per the recommendation of Troy & Banks, the Town Energy Auditor/Adviser, subject to the review and approval of the Town Attorney.

RESOLUTION NO.113-2026

Offered by Councilman Wasielewski, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Supervisor Kevin Tollisen

RESOLVED, that the Town Board authorizes the Town Supervisor to apply for a grant from the NYS Department of Transportation Alternatives Program in the amount of \$1,256,624.00. Resolution that the Town Board authorizes the Supervisor to apply for and to execute any documents associated with the NYS Department of Transportation Alternatives Program in the amount of \$1,256,624.00 for the Sitterly Road Crosstown Pedestrian Safety Project to improve pedestrian access along Sitterly Road by incorporating ADA-compliant sidewalks with a 20% match by the Town, subject to the review and approval of the Town Attorney.

WHEREAS, the Town of Halfmoon is applying to the Department of Transportation, Transportation Alternatives Program ("DOT TAP") for a project entitled "Sitterly Road Crosstown Pedestrian Safety Project"; and

WHEREAS, the Town of Halfmoon seeks to improve pedestrian access along Sitterly Road by incorporating ADA-compliant sidewalks, which will provide safe pedestrian connections between Halfmoon's residential areas and its commercial district; and

WHEREAS, the Town of Halfmoon is eligible to receive state assistance for up to 80% of the total eligible project cost under the DOT TAP; and

WHEREAS, the Town of Halfmoon will provide the required 20% local match - not to exceed \$1,256,624, which may include a combination of cash and in-kind services as outlined in its grant application;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Halfmoon Town Board hereby approves and endorses the application for a grant under the Transportation Alternatives Program for a project known as 'Sitterly Road Crosstown Pedestrian Safety Project', and authorizes the commitment of the required local match of 20% of the total eligible project cost in accordance with program guidelines.

On the vote:	Yes	No	Abstain	Absent
Supervisor Tollisen	X			
Deputy Supervisor Catricala	X			
Councilman Hotaling	X			
Councilman Wasielewski	X			
Councilman Connors	X			

Adopted: By the Town of Halfmoon Town Board on March 4, 2026

I hereby certify that the above resolution was adopted by the Town of Halfmoon Town Board and is on file in the Town Clerk's Office.

Kelly Catricala, Town Clerk
Town of Halfmoon

Supervisor Tollisen: This is a grant that we have continually applied for over the years for Sitterly Road, we think that pedestrians sidewalk is absolutely critical in that area, so we are applying again.

RESOLUTION NO.114-2026

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.
Resolution Introduced by Superintendent of Water & Building Maintenance
Supervisor Tironi

RESOLVED, that the Town of Halfmoon is hereby letting bids and will be accepting sealed bids to replace the existing water mains on Devitt Road and Sunset Boulevard until 9:00 am on April 8, 2026, in accordance with the bid package available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite, subject to the review and approval of the Town Attorney.

WHEREAS, the Town Board is ever cognizant of their responsibility to provide reliable, potable water to the residents of the Town of Halfmoon; and

WHEREAS, the Superintendent of Water & Building Maintenance Supervisor and MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C., the Town Engineers, have determined that it would benefit the Town's potable water transmission system to replace the existing water mains on Devitt Road and Sunset Boulevard; and

WHEREAS, the Town of Halfmoon is hereby letting the bids and will be accepting sealed bids until 9:00 am on April 8, 2026, for the Devitt Road and Sunset Boulevard Water Main Replacement, bid packages are available at the Town Clerk's Office in the Town of Halfmoon and on BidNet operated through SourceSuite; and

WHEREAS, the bids will be publicly opened and read aloud on or about 9:00 am on April 8, 2026;

NOW BE IT THEREFORE RESOLVED, that the Town Board authorizes the Supervisor to solicit bids for the Devitt Road and Sunset Boulevard Water Main Replacement to be received by 9:00 am on April 8, 2026, the sealed bids received shall be publicly opened and read aloud at 9:00 am the same day.

RESOLUTION NO.115-2026

Offered by Councilman Wasielewski, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Building, Planning and Development Coordinator Harris

RESOLVED, that the Town Board hereby appoints Joseph Manfred as Lead Emergency Management Coordinator from March 1, 2026, through December 31, 2026, with a pro-rated stipend of \$2,500.00.

Councilman Wasielewski: Mr. Supervisor I would like to say that Joe has done an outstanding job in the short time he has been here, he easily stepped right into that role, and I think we can expect great things from Joe in the future.

Supervisor Tollisen: Joe, from a management point of view, you brought many things to the Supervisor's Office and through your Department Director, you have done a great job for us, and we are very happy you are a part of our team.

RESOLUTION NO.116-2026

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Building, Planning and Development Coordinator Harris

RESOLVED, that the Town Board hereby appoints Mark Charbonneau as a Permanent, Non-Competitive Senior Code Enforcement Officer Grade 7, Base, \$32.39/hour effective March 9, 2026.

Supervisor Tollisen: Again, another part of the Planning team, Mark has shown himself very well, and this is well deserved. He is under the weather, so he could not be here this evening.

RESOLUTION NO.117-2026

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.
Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby hires Tomas Austro as a full-time Parks Laborer at Grade 1, Base Pay \$24.33/hr, subject to successful completion of all pre-employment testing.

RESOLUTION NO.118-2026

Offered by Councilman Wasielewski, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Councilman Wasielewski

RESOLVED, that the Town Board hereby schedules a Public Hearing for the March 18, 2026, Town Board meeting, in the A. James Bold Room, at 7:00 p.m. or as soon thereafter as their agenda allows, to discuss authorizing an expenditure of \$1,500,000.00 from the General Fund Capital Reserve monies for the design and construction of a Fire Training Center pursuant to §6-c of the General Municipal Law, subject to Permissive Referendum.

Councilman Wasielewski: Mr. Supervisor, on this motion I want to thank the apparent strong support from the fire service here in the town for what I believe is a much-needed facility, and I look forward again to your support on March 18th.

Supervisor Tollisen: This is just the first step to be able to take money from our Capital Reserves to expend it, and we will have the Public Hearing and proceed forward from there. Again, thank you to our fire services for the great job you do for our community. We appreciate all of you and the work that you do.

RESOLUTION NO.119-2026

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board authorizes a waiver of the 30-Day waiting period for Northway 8 Golf Shop, Inc. application for a NYS Liquor License to sell liquor, wine, beer and cider.

RESOLUTION NO.120-2026

Offered by Councilman Connors seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Comptroller Sullivan

RESOLVED, that the Town Board authorizes the Supervisor to enter into an Agreement with Constellation NewEnergy, Inc. for electric service for a 36-month period per the recommendation of Troy & Banks, the Town Energy Auditor/Adviser, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: This is the renewal agreement that helps us maintain some stability with respect to energy pricing for the Town.

RESOLUTION NO.121-2026

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Supervisor Kevin Tollisen

RESOLVED, that the Town Board authorizes the Supervisor to apply for and to execute any documents associated with a grant from Congressman Tonko's Office through the Community Project Funding Program for the sewer expansion project for the Halfmoon Town Complex, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: There are a number of projects that we regularly have for the Town. This project we are applying through Congressman Tonko's Office is for a project right here on the Town's complex. A lot of our buildings are still on septic, and we have had the engineering diagrams and cost analysis done which is quite significant, so we are applying to Congressman Tonko's office, which it sounds like we are eligible, but we will see how far we get into the process, and get awarded.

RESOLUTION NO.122-2026

Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, Abstain, & Connors.

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Environmental Design Partnership, LLP, to provide professional services associated with the reduction of the easement width in the Orchard Pointe Subdivision consistent with the proposal submitted by Environmental Design Partnership, LLP, dated January 30, 2026, in the not to exceed amount of \$1,000.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: Mr. Wasielewski, we will note your abstention.

RESOLUTION NO.123-2026

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Town Clerk Catricala

RESOLVED, that the Town Board approves the proposal from Amsure Insurance for the Town insurance coverage from carrier New York Municipal Insurance Reciprocal, for all coverage (Property, General Liability, Auto, Public Officials, etc.) in the not to exceed amount of \$242,607.06 for the renewal period of March 1, 2026, through March 1, 2027, subject to review and approval of the Town Attorney.

Supervisor Tollisen: This is our annual renewal of insurance; I will extend my sincere thanks to our Town Clerk and her staff who has probably spent dozens of hours on our renewal. I get to sit in on the last meeting, but they do all the work, so thank you for that.

RESOLUTION NO.124-2026

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Catricala, Hotaling, Wasielewski, & Connors.

Resolution Introduced by Comptroller Sullivan

RESOLVED, that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

PUBLIC COMMENT (For discussion of non-agenda items)

Shawn Brimhall, 129 Clamsteam Road, Halfmoon: Good evening, I have been in the town for almost 30 years; all that time as a volunteer fire fighter with the W. K. Mansfield Hose Company. Both items affecting the fire service tonight one being the public hearing on the being the battery energy storage system. We are not ready and will add a layer of complication for our training and response that I simply think we are not ready for yet. Just the sheer chemicals that are off gassed during a thermal runaway event that will create issues beyond what the fire service is going to need and the Planning Board for evacuations. The other I want to thank you for supporting the fire training center. As someone who has little time, even in retired life, anything I can get done quicker and get back to the other things in my life is much needed. Thank you all for that support.

Supervisor Tollisen: Thank you. Is there anyone else? Anyone online? Hearing from no one, I will ask for a motion to adjourn.

ADJOURN

There being no further business to discuss or resolve on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:28 pm.

Respectfully Submitted,

Kelly L. Catricala Town Clerk

Natural Gas Retail Sales Agreement

Contract Number: _____

<p>Seller: Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com</p> <p>Account Manager: Rick Pasqualetti</p>	<p>Buyer/Customer: Town of Halfmoon 2 Halfmoon Town Plaza, Clifton Park, NY 12065</p> <p>Distribution Utility Account Number(s): See Exhibit A</p>
<p>Attention: Contract Administration Department Phone: (844) 994-3855 Fax: (603) 430-5320 Email: contractadministration@spragueenergy.com</p>	<p>Attention: Kevin Tollisen Phone: (518) 371-7410 Fax: _____ Contact Email: _____</p>
<p>Remit Payment To: Sprague Operating Resources LLC PO Box 782532 Philadelphia, PA 19178-2532</p>	<p>Send Invoice To: 2 Halfmoon Town Plaza Halfmoon, NY 12065 Attn: Accounts Payable Invoice Email: _____</p>
<p>Governing Law: New York.</p>	<p>Service Locations: See Exhibit A</p>
<p>Initial Term: 6/1/2026 to 5/31/2029</p>	<p>Delivery Point: NIMO DTI East NDM Aggregation</p>
<p>Customer Disclosure Statement:</p> <p>Quantity..... Buyer's full requirements for natural gas service at the Service Location(s). Price..... The Contract Price shall be US\$0.4750 per therm. The Contract Price shall be applicable to the Monthly Contract Quantities shown in Exhibit A, plus or minus a 25.00% tolerance. In the event that Buyer's usage on any day is greater than 125.00% or less than 75.00% of that day's applicable share of the Monthly Contract Quantity, Sprague shall charge or credit Buyer a market-based price for the portion of the imbalance in excess of 25.00%. Fixed or Variable and, if variable, how the price is determined..... See Price above. Length of the agreement and end date..... See Initial Terms above. Process customer may use to rescind the agreement without penalty..... None. Amount of Early Termination Fee and method of calculation..... Cost of Cover as per Section 3, Termination Event. Amount of Late Payment Fee and method of calculation..... Interest at 1.5% per month (or maximum legal rate, if lower). Provisions for renewal of the agreement..... See Section 2, Term. Conditions under which savings to the customer are guaranteed..... None. Compensation Disclosure..... If applicable, the Broker/Agent (identified below in 'Additional Provisions') will be compensated \$0.250 per therm by Sprague.</p>	
<p>Customer Authorization: Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Seller's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Seller to determine whether it will continue and/or continue to provide energy supply service to Buyer. Buyer's execution of this agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the term of the agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration. Seller reserves the right to cancel the agreement in the event Buyer rescinds the authorization. Upon the execution of this Agreement, Customer authorizes Seller to enroll Customer's account(s) with its local distribution company ("LDC") as of a date that is within 30 days prior to, or after, the start of the Initial Term. Additionally, Buyer hereby approves Seller's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Seller's Customer Care Department at CustomerCare@spragueenergy.com.</p>	
<p>Customer Service: During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.</p>	
<p>Additional Provisions: Buyer understands and agrees that Sprague may pay a fee to Troy and Banks, Inc. with regard to this Transaction Confirmation.</p>	
<p>Contact Info: (800) 892-2345 In the event of a natural gas emergency, Buyer should contact their local gas utility at 8008922345. To receive details on the terms of default service, Buyer should contact their local distribution company. For a list of local distribution companies and their contact information, visit the New York State Department of Public Service Public Utilities Commission's website at: http://www.dps.state.ny.us or write: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223 or phone: (888) 697-7728.</p>	

Natural Gas Retail Sales Agreement

Contract Number: _____

Consumer Protections: The services provided by Sprague to Buyer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements. Buyer may obtain additional information by contacting Sprague or the DPS at 1-888-697-7728, or by writing to the DPS at New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.state.ny.us

This Natural Gas Retail Sales Agreement ("Agreement") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC.

SEEN AND AGREED:
 Sprague Operating Resources LLC
 Signature: _____
 Print Name: Mark A. Roberts
 Title: Managing Director, Natural Gas & Electricity Sales
 Date: _____

SEEN AND AGREED:
 Town of Halfmoon
 Signature: John A. Murphy
 Print Name: John A. Murphy
 Title: Town Attorney
 Date: 2/24/2020

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Natural Gas "Terms of Service"

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.
2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.
3. **Termination Event.** Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's Invoices when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notices and cure periods required by all applicable laws and regulations.
4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties and other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.
5. **Operational Change or Flow Order.** Buyer shall immediately notify Sprague of any event that may materially affect Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns or production schedule changes. Buyer shall also immediately notify Sprague of and fully comply with all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. If Sprague is negatively impacted financially from such Operational Change, Buyer agrees to reimburse Sprague for all documented costs. In the event an Operational Flow Order, Critical Day or restriction is declared by transporters upstream or downstream of the Delivery Point, Sprague may cash out all volumes nominated or used above or below the day's ratable share of the Monthly Contract Quantity at a market based price.
6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.
7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within fifteen (15) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1 1/2%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.
8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.
9. **Force Majeure.** Except for the party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.
10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impairs Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.
11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.
13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.
14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.
15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Natural Gas Retail Sales Agreement

Contract Number: _____

Exhibit A

Volumes.					
Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:					
Jan: 8,060	Feb: 8,120	Mar: 5,270	Apr: 2,370	May: 713	Jun: 270
Jul: 93	Aug: 93	Sep: 180	Oct: 930	Nov: 4,500	Dec: 7,626

Service Locations				
Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
287 LOWER NEW TOWN RD Waterford, NY 12188	0464004117	None	Town of Halfmoon ~ 0464004117 NIMO-DTI-E-DCQ -NDM	36205
191 HARRIS RD Waterford, NY 12188	0484001103	None	Town of Halfmoon ~ 0484001103 NIMO-DTI-E-DCQ -NDM	3,2800
157 HARRIS RD Waterford, NY 12188	4953037033	None	Town of Halfmoon ~ 4953037033 NIMO-DTI-E-DCQ -NDM	0.1561
283 LOWER NEW TOWN RD Waterford, NY 12188	5088441011	None	Town of Halfmoon ~ 5088441011 NIMO-DTI-E-DCQ -NDM	0.9014
322 RT 146 Clifton Park, NY 12065	8893826105	None	Town of Halfmoon ~ 8893826105 NIMO-DTI-E-DCQ -NDM	21.2913
8 BROOKWOOD RD Clifton Park, NY 12065	9088902013	None	Town of Halfmoon ~ 9088902013 NIMO-DTI-E-DCQ -NDM	12.5725
324 Rt. 146 Clifton Park, NY 12065	0297045008	None	Town of Halfmoon ~ 0297045008 NIMO-DTI-E-DCQ -NDM	4.9174

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**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.018000/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.
Third Party Compensation Disclosure:	We pay Froy & Banks, Inc. which is your broker or consultant, \$.00300/kwh. In addition, brokers or consultants may separately receive other forms of compensation such as tickets to or participation in events. In the event of a change in market conditions (such as an intra-day move) between the time this contract is sent to you and the time it is signed/returned that would otherwise necessitate increasing your contract price, as a courtesy to you, Constellation and your broker or consultant <u>may</u> jointly decide to adjust down the broker or consultant fee to mitigate any negative market impacts so your overall price remains unchanged.
Fixed or Variable, (explanation of how the price is determined):	Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).

FOR INTERNAL USE ONLY

	Energy Cost	Fixed
	Ancillary Services And Other ISO Costs	Fixed
	Capacity Costs	Fixed
	Line Loss Costs	Fixed
	NYP&A Transmission Adjustment Charge Costs	Fixed
	NY CFC Transmission Costs	Price Adjustment
	NY Transmission Project Costs	Price Adjustment
	NY Tier 1 REC Program Costs	Price Adjustment
	NY Tier 4 REC Program Costs	Price Adjustment
	NY TOTS Project Costs	Fixed
	NY ZEC Program Costs	Fixed

The costs associated with those cost components (identified above as "fixed" are included in the prices set forth in the table below.

Price(s) for Fixed Price Solutions:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
06/03/26	08/18/29	\$0.10800

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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FOR INTERNAL USE ONLY

TOWN OF HALFMOON ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes, which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NYP&A Transmission Adjustments Charge Costs	Fixed
NY CFC Transmission Costs	Price Adjustment
NY Transmission Project Costs	Price Adjustment
NY Tier 1 REC Program Costs	Price Adjustment
NY Tier 4 REC Program Costs	Price Adjustment
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

The contract prices contained in the Account Schedule include any credit costs and margin.

NY Transmission Project Costs (Price Adjustment): You have elected the Price Adjustment option for NY Transmission Project Costs. "Price Adjustment" means that Seller has included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the Parties execute this Agreement. During the term of this Agreement, Seller will pass through to You any future changes, (upward or downward) to Your NY Transmission Project Costs, based on changes in such costs during the term of this Agreement. For purposes of clarity, depending on the UDC, Your NY Transmission Project Costs may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments may occur more than once during any calendar year.

NY Tier 1 REC Program Costs (Price Adjustment): You have elected the Price Adjustment option for NY Tier 1 REC Program Costs. "Price Adjustment" means that Seller has included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the Parties execute this Agreement. During the term of this Agreement, Seller will pass through to You any future changes, to Your NY Tier 1 REC Program Costs, based on changes in such costs during the term of this Agreement. For purposes of clarity, Your NY Tier 1 REC Program Costs may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments are anticipated annually, however, may occur more than once during any calendar year.

NY CFC Transmission Costs (Price Adjustment): You have elected the Price Adjustment option for NY CFC Transmission Project Costs. "Price Adjustment" means that Seller has included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the parties execute this Agreement. During the term of this Agreement, we will pass through to you any future changes, (upward or downward) to your NY CFC Transmission Costs, based on changes in such costs during the term of this Agreement. For purposes of clarity, depending on the UDC, your NY CFC Transmission Costs may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments may occur more than once during any calendar year.

FOR INTERNAL USE ONLY

NY Tier 4 REC Program Costs (Price Adjustment): You have elected the Price Adjustment option for NY Tier 4 REC Program Costs. "Price Adjustment" means that Seller has included these costs in your contract price based on prices for the Accounts as determined by the applicable UDC or ISO as of the date the parties execute this Agreement. During the term of this Agreement, we will pass through to you any future changes to your NY Tier 4 REC Program Costs. For purposes of clarity, depending on your UDC, your NY Tier 4 REC Program Costs may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments are anticipated to occur annually; however, they may occur more than once during any calendar year.

In addition to the Cost Components in the table above, you will be charged, the costs associated with each of the following items/charges listed below will be Passed Through to you:

New York Bulk Energy Storage Costs ("NY BES Costs"): Your contract price does not include NY BES Costs. Such NY BES Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement. You shall be responsible for paying your pro rata share of the NY BES Costs.

"NY BES Costs" means any current or future costs related to bulk energy storage program associated with NY PSC Case 18-E-0130 – In the Matter of Energy Storage Deployment Program and the associated "Order Approving Implementation Plan with Modifications" effective February 15, 2025, as may be amended or modified from time to time.

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Your contract price does not include NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Your Account(s) are considered Passed Through charges under this Agreement and shall be passed through to You.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If you have elected or elect any time during the term of this Agreement to participate in and receive power for your Account(s) under this Agreement (including but not limited to the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "NYPA Economic Development Power Programs") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then you understand and agree that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with your Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to you as a Change in Law pursuant to Section 5 below.

For clarification purposes only:

Capacity Cost (Fixed): You have elected the "Fixed" option for "Capacity Costs" as noted in the table above. "Fixed" means Seller has included Capacity Costs in Your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with Your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, Your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in Your Capacity Costs based on the UDC's regular adjustments to Your ICAP Tag (kW). "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following

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successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your Invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.018000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to these invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect. You represent and warrant that, to the extent you have used a broker or consultant (as defined by the DPS) other than the broker or consultant disclosed in this Agreement (if any), you are paying such broker or consultant directly and have confirmed that such broker or consultant has all required licenses and registrations required by the DPS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002; Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-672-1131
Niagara Mohawk Power Corporation	NIMO	1-800-867-6222

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Halfmoon

Signature: _____

Signature: *Lyn A. Murphy*

Printed Name:
Title:

Printed Name: *Lyn A. Murphy*
Title: *Town Attorney*

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Fax: 888-829-8738
Phone: 844-636-3749

Date: *2/24/2026*
Address: *Halfmoon Town Plaza*
Halfmoon, New York 12065
Fax:
Phone: *(518) 371-7410*
Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)," the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"NYPA Transmission Adjustment Charge Costs" means costs related to charges levied by the New York Power Authority (NYPA) to recover costs associated with upgrading and expanding the transmission system.

"NY CFC Transmission Costs" means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the NYCPA and in accordance with the Cost Sharing and Recovery Agreement and Rate Schedule 19 of the NYISO OATT, as approved by FERC pursuant to Docket No. ER22-215 issued on August 19, 2022 and NY PSC Case 20-E-0197 approved on February 16, 2023, as may be amended or modified from time to time during the term of this TC. For clarification purposes, NY CFC Transmission Costs do not include transmission related charges under the NY TOTS Project Costs, NY Transmission Project Costs or Ancillary Services And Other ISO Costs.

"NY Transmission Project Costs" means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities and other projects under the NYISO's Comprehensive System Planning Process, as defined by the NYISO, including its Public Policy Transmission System Planning Process, Reliability Planning Process, Local Transmission Recovery, and other projects approved by and in compliance with FERC regulations, including Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this Agreement).

"NY Tier 1 REC Program Costs" means any costs related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("Tier 4 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 16-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("TOTS")) as approved by the Federal Energy Regulatory Commission ("FERC") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time during the term of this Agreement.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("ZECs") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302. If Fixed, then your contract price includes NY ZEC Program Costs through March 31, 2029. If this Agreement has an End Date on or after March 31 2029, then costs related to NY ZEC Program Costs after such date shall be passed through to you as a Change in Law pursuant to Section 5 below.

"NYC UXT" means New York City Utility Exoise Tax.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new or changes (including changes to formula rate calculations) to existing, Laws or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism, declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the

events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law;

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and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended.

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**ACCOUNT SCHEDULE:
For: Town of Halfmoon**

The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on February 24, 2026

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 26

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NIMO	0098079004	191 HARRIS RD GAR, WATERFORD, NY 121881228	06/03/26	07/08/29	\$0.10809
NIMO	0464004117	287 LOWER NEW TOWN RD, WATERFORD, NY 121881221	06/03/26	07/08/29	\$0.10809
NIMO	0484001103	191 HARRIS RD, WATERFORD, NY 12188	06/03/26	07/08/29	\$0.10809
NIMO	2219483022	8 BROOKWOOD RD WATER TREATMENT, CLIFTON PARK, NY 12065	06/03/26	07/06/29	\$0.10809
NIMO	2448978007	97 ROUTE 236 PUMP, CLIFTON PARK, NY 12065	06/03/26	07/06/29	\$0.10809
NIMO	3288390002	111 ROUTE 236 NEW TOWN HALL, CLIFTON PARK, NY 12065	06/03/26	07/08/29	\$0.10809
NIMO	3908044014	181 LOWER NEW TOWN RD VALVE STATION, WATERFORD, NY 12188	06/03/26	07/08/29	\$0.10809
NIMO	4048267165	183 HARRIS RD PAVILION, WATERFORD, NY 121881228	06/03/26	07/06/29	\$0.10809
NIMO	4173881102	LIGHTING DISTRICT GENERAL, CRESCENT, NY 12188	06/20/26	07/21/29	\$0.10809
NIMO	4953097033	157 HARRIS RD, WATERFORD, NY 12188	06/03/26	07/06/29	\$0.10809
NIMO	4988981006	111 ROUTE 236 POLE 31, CLIFTON PARK, NY 12065	06/03/26	07/06/29	\$0.10809
NIMO	5044005106	BROOKWOOD RD WATER, HALFMOON, NY 12065	06/03/26	07/06/29	\$0.10809
NIMO	5549019103	329 HUDSON RIVER RD, WATERFORD, NY 12188	06/11/26	07/14/29	\$0.10809
NYSEG	N0100000080093	PRUYN HILL DIST 1, CLIFTON PARK, NY 12065	07/29/26	06/30/29	\$0.10809
NYSEG	N0100000144543	TOWN AT LARGE, CLIFTON PARK, NY 12065	07/29/26	06/30/29	\$0.10809
NYSEG	N01000005933863	NEAR 1 WERNER RD, CLIFTON PARK, NY 120653409	07/20/26	07/20/29	\$0.10809
NYSEG	N01000006301758	ANGLE LN, MECHANICVILLE, NY 12118	06/19/26	06/18/29	\$0.10809
NYSEG	N01000007044258	NEAR 318 ROUTE 148, CLIFTON PARK, NY 12065	07/19/26	07/17/29	\$0.10809

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NYSEG	N01000020817011	NEAR 8 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/26	07/29/29	\$0.10809
NYSEG	N01000020817029	NEAR 57 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/26	07/29/29	\$0.10809
NYSEG	N01000059832998	NEAR 310 ROUTE 236, CLIFTON PARK, NY 12065	07/16/26	07/17/29	\$0.10809
NYSEG	N01000059828325	NEAR 318 ROUTE 146, CLIFTON PARK, NY 12065	06/18/26	07/17/29	\$0.10809
NYSEG	N01000080009636	24 UPPER NEWTOWN RD, MECHANICVILLE, NY 12118	07/19/26	07/17/29	\$0.10809
NYSEG	N01000081169083	71 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/26	07/29/29	\$0.10809
NYSEG	N01000081373197	231 CARY ROAD, HALFMOON, NY 12065	06/18/26	08/17/29	\$0.10809
NYSEG	N01000081599007	NEAR 6 STATE ROUTE 146, MECHANICVILLE, NY 12118	06/13/26	07/13/29	\$0.10809

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third Parties: You acknowledge that your price includes a fee that Constellation will remit to Troy & Banks, Inc. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

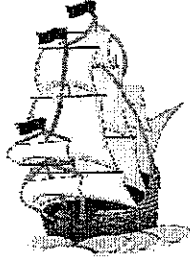
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 Sales Rep: Daniel Murphy G665184.942850.0 Printed: 2/24/2026

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Town Board
Paul Hotaling
John Wasielewski
Jeremy W. Connors
Eric Catricala



TOWN of HALFMOON

2 HALFMOON TOWN PLAZA
HALFMOON, NY 12065
COUNTY OF SARATOGA

(518) 371-7410 Ext. 2200 • Fax (518) 371-0936

DATE: March 4, 2026
TO: Town Board
Town of Halfmoon
FROM: Laurie Sullivan
Comptroller
SUBJECT: Creation of Appropriations

A resolution is necessary to create the following budget amendment of appropriations and revenues in the Special Revenue Fund for engineering fees for on-site quality inspections. These funds are developer's monies held in escrow by the Town in a regular checking account and used for the payment of costs for that particular project. This resolution is necessary to comply with proper accounting procedures as set forth by NYS Department of Audit and Control.

Information Only: The above was derived from the following breakdown of charges to be paid on March 12, 2026, Abstract for engineering and related fees.

DEBIT:	Revenues	25-980	\$11,122.00
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$11,122.00
CREDIT:	Appropriations	25-960	\$11,122.00
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.40	\$11,122.00

<u>NAME</u>	<u>AMOUNT</u>
Bluebird Solar	\$1,218.00
Halfmoon Solar Plan	\$1,148.00
Scannell	\$8,756.00
Total	<u>\$11,122.00</u>