



TOWN BOARD MEETING

April 17, 2024

7:00 PM

A. James Bold Meeting Room

AGENDA

WORKSHOP - Board Room - 6:15 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

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

Halfmoon Comprehensive Plan Update page is now live at <https://www.planhalfmoon.com/>. Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.

SPRING CLEANUP DATES – at the Halfmoon Transfer Station

Residents Only, No Contractors or Businesses. 2024 Permit Sticker Required

Last Days: April ,19th and 20th.

Hours of operation: Tues. 8-12Friday 12-5Sat. 8-3

Fees: \$5 per Carload\$10 per Truck/Van\$10 per Trailer/U-Haul

CANAL CLEAN SWEEP – Saturday, April 20th from 10am – 11am. Meet at the bottom of Terminal Road. Help keep the Erie Canal area clean & beautiful!

HALFMOON HISTORICAL SOCIETY OPEN HOUSE – Saturday, April 20th from 10am to 1:00pm. Come see the new display “NAVIGATING THE MOHAWK” with an emphasis on donated newspaper articles from 1955-1960 on the building of the Crescent Bridge. Stop by and see us!

SARATOGA COUNTY DEPARTMENT of HEALTH, SARATOGA COUNTY SHERIFF'S OFFICE and THE TOWN OF HALFMOON PROUDLY PRESENT NARCAN TRAINING.

Monday April 29, 2024 4pm-6pm at the Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, NY 12065. Participants will be trained in the how to recognize an opioid overdose and administer nasal Narcan. Free Narcan kits will be provided.

This is free and open to the public.

**SPRING FLING SHOPPING BAZAAR – Saturday, May 4th from 10am to 4pm at Town Hall.
So many vendors to choose from for all your shopping pleasures!**

**CONCERT IN THE PARK – Friday, June 14th from 6:30 – 9:00pm at the Stage in the Town
Park. Joe Adee & the Lug Nuts will be playing under the stars!**

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)

Paul Hotaling (Deputy Town Supervisor)

- a. Chair of Personnel Committee
- b. Ethics Committee
- c. Liaison to Trails & Open Space Committee
- d. Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance)
- e. Co-Chair for Character Counts

John Wasielewski (Town Board Member)

- a. Liaison to Planning Board
- b. Chair of Committee of Emergency Services & Public Safety
- c. Liaison to Animal Control and related services

Jeremy Connors (Town Board Member)

- a. Liaison to Zoning Board
- b. Chair of Business and Economic Development Committee
- c. Chair for Not-for-Profit Organizations
- d. Liaison to Comprehensive Plan Update Committee

Eric Catricala

- a. Co-Liaison to Planning Board
- b. Co-Chair of Business and Economic Development Committee
- c. Chair for Parks and Athletics Organizations
- d. Chair for Recreation
- e. Co-Chair for Character Counts
- f. Liaison to Trails & Open Space Committee

Lynda Bryan (Town Clerk)

- a. Chair of Senior Programs
- b. Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes)

- a. Chair of Committee on Resident Relations

Lyn Murphy, Esq. (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (For discussion of agenda items)

DEPARTMENT REPORTS

- 1. **Town Justice Fodera**
Total # 162 Total Fees Submitted to the Supervisor - \$16,169.00
- 2. **Town Justice Suchocki**
Total #146 Total Fees Submitted to the Supervisor - \$18,897.00

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

CORRESPONDENCE

- 1. **Letter from Saratoga Economic Development Corporation thanking the Town of Halfmoon for their continued commitment and investment in their organization to promote Saratoga County and the Capital Region as an international destination for investment and economic opportunity.**
- 2. **Halfmoon-Waterford Fire District No. 1 Board of the Fire Commissioners their resolution pursuant to Real Property Tax Law to provide tax relief to Volunteer Firefighters and Ambulance Workers for life.**
- 3. **Received from State of New York Department of Taxation and Finance, Office of Real Property Tax Services Certification of School Tax Relief (STAR) Exemptions for the 2024-2025 School Levy.**
- 4. **Received from Amsure, their Governmental Insurance Disclosure Statement filed for the 2023 calendar year.**
- 5. **Received from the Town Planning Board Resolutions approved at the April 8, 2024 meeting.**

OLD BUSINESS

NEW BUSINESS

128. Resolution that the Town Board approve the minutes of the regular Town Board Meeting of April 3, 2024, as presented.

Resolution Introduced by Town Clerk Bryan

129. Resolution authorizing the Town Supervisor to execute an easement granting County Sewer District #1 access for placement and maintenance of sewer lines on Town owned property filed in the Saratoga County Clerk's Office in Book 2015 at Page 6203, , subject to the review and approval of the Town Attorney

Resolution Introduced by Coordinator of Building, Planning & Development Harris

130. Resolution that the Town Board hereby authorizes Recreation fees for the full day summer program for non-residents in the amount of \$700.00 per child, said fees shall include three trips offered through the recreation program, subject to the review and approval of the Town Attorney.

Resolution Introduced by Recreation Director Department of Aging and Youth Hayes

131. Resolution that the Town Board approves the Comptroller's Report for the month of March 2024.

Resolution Introduced by Comptroller Hatter

132. Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with Durham School Services to provide buses with qualified drivers for the Recreation Program on July 10, 2024 (4 buses) and on July 17, 2024 (3 buses) at a cost of \$500.00 per bus, on July 24, 2024 (4 buses) and July 31, 2024 (4 buses) at a cost of \$300.00 per bus for a total not to exceed amount of \$5,900.00 and authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Recreation Director Department of Aging and Youth Hayes

[133. Resolution that the Town Board authorizes the Supervisor to enter into an Agreement with Constellation Energy for electric service for a 24 month period per the recommendation of Troy & Banks, the Town Energy Auditor/Adviser, subject to the review and approval of the Town Attorney.](#)

[Resolution Introduced by Supervisor of Buildings & Grounds Maiello](#)

[134. Resolution that the Town Board authorizes the Supervisor to enter into an Agreement with Sprague Energy for gas service for a 24 month period per the recommendation of Troy & Banks, the Town Energy Auditor/Adviser, subject to the review and approval of the Town Attorney.](#)

[Resolution Introduced by Supervisor of Buildings & Grounds Maiello](#)

135. Resolution that the Town Board intends to adopt lead agency status for the Local Law updates relating to expanding the use in the C-1 Commercial, LI-C Light Industrial, and W-1 Waterfront mixed use District to include uses, and authorizes the Supervisor to execute any necessary documentation to remain in compliance with SEQRA, subject to the review and approval of the Town Attorney.

Resolution Introduced by Coordinator of Building, Planning & Development Harris

[136. Resolution that the Town Board of the Town of Halfmoon hereby awards the bid for the furnishing and delivery to the Town of American Made Brass Fittings and Mueller Brass to](#)

[Ferguson Enterprises, LLC and authorizes the Supervisor to execute any and all necessary documents to proceed with this purchase, subject to the review and approval of the Town Attorney.](#)

Resolution Introduced by Superintendent of Water & Building Maintenance Supervisor Tironi

137. Resolution that the Town Board authorizes the Town Supervisor to solicit bids for Truck Ultra Low Sulfur Diesel Fuel, Unleaded Regular Gasoline and Kerosene (Diesel/Kerosene Blend) for Town departments for fuel contract period of June 1, 2024 through May 31, 2025 to be received in the Town Clerk’s Office by 11:00 am on May 9, 2024, the sealed bids received shall be publicly opened and read aloud at that time. Subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Highways Bryans

138. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

Resolution Introduced by Comptroller Hatter

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.

DEBIT:	Revenues	25-980	\$795.50
	Subsidiary: Home & Community Services		
		25-4-2189.00	\$795.50
CREDIT:	Appropriations	25-960	\$795.50
	Subsidiary: Engineering Contractors Inspections		
		25-5-1440.00	\$795.00

Information Only: The above was derived from the following breakdown of charges to be paid on April 25, 2024, Abstract for engineering and related fees.

<u>NAME</u>	<u>AMOUNT</u>
Creekview Estates	\$795.50
Total	\$795.50

PUBLIC COMMENT (For discussion of non-agenda items)

ADJOURN



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.																		
Fixed or Variable, (explanation of how the price is determined):	<p>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).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Energy Cost</td> <td>Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td>Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td>Fixed</td> </tr> <tr> <td>Line Loss Costs</td> <td>Fixed</td> </tr> <tr> <td>NYPA Transmission Adjustment Charges Costs</td> <td>Fixed</td> </tr> <tr> <td>NY Transmission Costs</td> <td>Price Adjustment</td> </tr> <tr> <td>NY Tier 1 REC Program Costs</td> <td>Fixed</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td>Fixed</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td>Fixed</td> </tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Fixed	NYPA Transmission Adjustment Charges Costs	Fixed	NY Transmission Costs	Price Adjustment	NY Tier 1 REC Program Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Fixed
Energy Cost	Fixed																		
Ancillary Services And Other ISO Costs	Fixed																		
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NY TOTS Project Costs	Fixed																		
NY ZEC Program Costs	Fixed																		

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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)
06/03/24	07/28/26	\$0.09637

* 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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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
NYPA Transmission Adjust Charges Costs	Fixed
NY Transmission Project Costs	Price Adjustment
NY Tier 1 REC Program Costs	Fixed
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

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

Price

NY TOTS Project Costs: Your contract price includes New York Transmission Owner Transmission Solution ("TOTS") Project Costs. Such NY TOTS Project Costs are considered "Fixed" under this Agreement and are included in the contract price. In the event that the NY TOTS Project Costs are modified, amended or otherwise adjusted in any way, then any such modification, amendment or adjustment may be deemed a change in law pursuant to terms of this Agreement.

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.

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 Local Transmission Climate Leadership and Community Protection Act ("CLCPA") Facilities Costs ("NY CFC Transmission Costs"): Your contract price **does not include** NY CFC Transmission Costs. Such NY CFC Transmission 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 CFC Transmission Costs.

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"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 CLCPA 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. ER22-2154 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.

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.

New York Tier 4 REC Program Costs: Your contract price **does not include** NY Tier 4 REC Program Costs. Such NY Tier 4 REC Program Costs are considered Passed Through charges under this Agreement and shall be passed through to You.

"New York 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 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

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 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

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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 those 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.

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	1-800-572-1131
Niagara Mohawk Power Corporation	NIMO	1-800-867-5222

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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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: _____

Printed Name:

Printed Name:

Title:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Address: 2 Halfmoon Town Plz
Clifton Park, NY 12065-6550

Attn: Contracts Administration

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone:

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 Charges 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 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, provided, however, NY Tier 1 REC Program Costs do not include the changes implemented pursuant to the Order Modifying Clean Energy Standard Tier 1 Obligations issued and effective April 20, 2023.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York 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 ("ZEC's") 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 Excise 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 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

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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. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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; 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.

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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. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

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. 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.

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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 April 17, 2024

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: 27

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NIMO	0098079004	191 HARRIS RD, WATERFORD, NY 12188	06/03/24	06/02/26	\$0.09637
NIMO	0464004117	287 LOWER NEW TOWN RD, WATERFORD, NY 12188	06/03/24	06/02/26	\$0.09637
NIMO	0484001103	191 HARRIS RD, WATERFORD, NY 12188	06/03/24	06/02/26	\$0.09637
NIMO	2219483022	8 BROOKWOOD RD, CLIFTON PARK, NY 12065	06/05/24	06/04/26	\$0.09637
NIMO	2448378007	97 ROUTE 236, CLIFTON PARK, NY 12065	06/03/24	06/02/26	\$0.09637
NIMO	3288390002	111 ROUTE 236, CLIFTON PARK, NY 12065	06/03/24	06/02/26	\$0.09637
NIMO	3908044014	181 LOWER NEW TOWN RD, WATERFORD, NY 12188	06/03/24	06/02/26	\$0.09637
NIMO	4048267165	183 HARRIS RD, WATERFORD, NY 12188	06/05/24	06/04/26	\$0.09637
NIMO	4173881102	LIGHTING DISTRICT, CRESCENT, NY 12188	06/20/24	06/19/26	\$0.09637
NIMO	4953037033	157 HARRIS RD, WATERFORD, NY 12188	06/03/24	06/02/26	\$0.09637
NIMO	4988961005	111 ROUTE 236, CLIFTON PARK, NY 12065	06/03/24	06/02/26	\$0.09637
NIMO	5044005106	BROOKWOOD RD, HALFMOON, NY 12065	06/03/24	06/02/26	\$0.09637
NIMO	8549019103	329 HUDSON RIVER RD, WATERFORD, NY 12188	06/11/24	06/10/26	\$0.09637
NYSEG	N0100000080093	BRUYN HILL DIST 1, CLIFTON PARK, NY 12065	07/29/24	07/28/26	\$0.09637
NYSEG	N0100000144543	TOWN AT LARGE, CLIFTON PARK, NY 12065	07/29/24	07/28/26	\$0.09637
NYSEG	N0100004236477	FARM TO MARKET RD, MECHANICVILLE, NY 12118	07/29/24	07/28/26	\$0.09637
NYSEG	N0100005935853	NEAR 1 WERNER RD, CLIFTON PARK, NY 12065	07/20/24	07/19/26	\$0.09637
NYSEG	N0100006301758	ANGLE LN, MECHANICVILLE, NY 12118	06/19/24	06/18/26	\$0.09637

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Daniel Murphy

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NYSEG	N0100007044258	NEAR 318 ROUTE 146, CLIFTON PARK, NY 12065	07/19/24	07/18/26	\$0.09637
NYSEG	N01000020817011	NEAR 8 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/24	07/28/26	\$0.09637
NYSEG	N01000020817029	NEAR 57 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/24	07/28/26	\$0.09637
NYSEG	N01000059832998	NEAR 310 ROUTE 236, CLIFTON PARK, NY 12065	07/19/24	07/18/26	\$0.09637
NYSEG	N01000059928325	Near 318 Route 146, Clifton Paker, NY 12065	06/18/24	06/17/26	\$0.09637
NYSEG	N01000060009636	24 UPPER NEWTOWN RD, MECHANICVILLE, NY 12118	07/19/24	07/18/26	\$0.09637
NYSEG	N01000061159083	71 PRUYN HILL RD, MECHANICVILLE, NY 12118	07/29/24	07/28/26	\$0.09637
NYSEG	N01000061373197	231 CARY ROAD, HALFMOON, NY 12065	06/18/24	06/17/26	\$0.09637
NYSEG	N01000061599007	NEAR 5 STATE ROUTE 146, MECHANICVILLE, NY 12118	06/13/24	06/12/26	\$0.09637

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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<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 Halfmoon, 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: contractadministrationgroup@spragueenergy.com</p>	<p>Attention: Kevin Tollisen Phone: (518) 371-7410 Fax: _____ Contact Email: _____</p>
<p>Remit Sprague Operating Resources LLC Payment To: 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: 6/1/2024 to 5/31/2026</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\$0.3990 per Therm. The Contract Price shall be applicable to the Monthly Contract Quantity shown in Exhibit A, plus or minus a 2.00% 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 ratable 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 Term 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.</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 commence 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>(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>	
<p>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</p>	

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 & Power Sales

Date: _____

SEEN AND AGREED:

Town of Halfmoon

Signature: _____

Print Name: _____

Title: _____

Date: _____

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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 invoice 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 notice 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 or 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 alter 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 (1½%) 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 a 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, leakage 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 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 impacts 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.

Exhibit A

Volumes.					
Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:					
Jan: 7,874	Feb: 6,608	Mar: 5,270	Apr: 2,460	May: 372	Jun: 90
Jul: 93	Aug: 93	Sep: 90	Oct: 1,767	Nov: 4,140	Dec: 6,603

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	3.3600
191 HARRIS RD WATERFORD, NY 12188	0484001103	None	Town of Halfmoon	1.6400
293 MIDDLETOWN RD WATERFORD, NY 12188	4353844009	None	Town of Halfmoon	2.0800
157 HARRIS RD WATERFORD, NY 12188	4953037033	None	Town of Halfmoon	0.0500
283 LOWER NEW TOWN RD WATERFORD, NY 12188	5088441011	None	Town of Halfmoon	0.6500
322 RT 146 CLIFTON PARK, NY 12065	8893826105	None	Town of Halfmoon	16.7500
8 BROOK WOOD RD CLIFTON PARK, NY 12065	9088902013	None	Town of Halfmoon	10.2500
324 Rt. 146 Clifton Park, NY 12065	0297045008	None	Town of Halfmoon	1.3800

TOWN BOARD
TOWN OF HALFMOON

PROPOSAL

ITEM:

AMERICAN MADE BRASS FITTINGS
MUELLER BRASS

DATE OF BID OPENING: April 10, 2024

TIME: 1:00 pm

CONTRACT PERIOD: MAY 1, 2024 to MAY 1, 2027
SPECIFICATION DATED: MARCH 21, 2024

PURSUANT TO CHAPTER 861 OF THE LAWS OF 1953, SEALED PROPOSALS WILL BE RECEIVED BY THE TOWN BOARD OF THE TOWN OF HALFMOON FOR FURNISHING THE ITEM(S) HEREIN LISTED.

INSTRUCTIONS

1. THIS PROPOSAL IS SIGNED BY THE BIDDER WITH THE FULL KNOWLEDGE AND ACCEPTANCE OF ALL PROVISIONS OF THE GENERAL SPECIFICATIONS, THE PROPOSAL AND THE ITEM SPECIFICATION.
2. BIDS MUST BE SUBMITTED ON THIS FORM (ONLY ONE COPY OF BID REQUIRED).
3. THIS FORM MUST BE MADE OUT IN THE CORPORATE OR OTHER NAME OF THE BIDDER AND MUST BE FULLY AND PROPERLY EXECUTED BY AN AUTHORIZED PERSON OF THE COMPANY.

BID OF: Ferguson Enterprises LLC
ADDRESS: 6012 Pierce Rd Clifton Park NY 12065
Street City State Zip

SIGNATURE OF BIDDER: 

OFFICIAL TITLE: General Manager

PRINTED SIGNATURE: Peter Campbell

TELEPHONE # 315-400-7683

NON-COLLUSIVE BIDDING CERTIFICATION


Section 103-d of the General Municipal Law

"BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND, IN THE CASE OF A JOINT BID, EACH PART THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF KNOWLEDGE AND BELIEF.

"THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR.

"UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITION, AND

"NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION."



General Manager TITLE

TITLE

BIDDERS ARE REQUESTED TO RETAIN THIS SPECIFICATION FOR FUTURE REFERENCE IN CONNECTION WITH THE ITEMS LISTED HEREIN

GENERAL INFORMATION

TAX: PURCHASES BY THE TOWN BOARD ARE NOT SUBJECT TO ANY SALES OR FEDERAL EXCISE TAXES. EXEMPTION CERTIFICATIONS WILL BE FURNISHED UPON REQUEST BY THE ORDERING AGENCY.

THE TOWN BOARD IS ALSO EXEMPT FROM THE TRANSPORTATION TAX AND NO EXEMPTION CERTIFICATES ARE REQUIRED FOR THIS TAX.

THERE IS NO EXEMPTION, HOWEVER, FOR SOCIAL SECURITY, UNEMPLOYMENT INSURANCE AND LIKE TAXES.

PROPOSAL: EACH PROPOSAL MUST BE SUBMITTED ON THE OFFICIAL FORM FURNISHED BY THE TOWN. ALL BLANK SPACES IN THE PROPOSAL FORM MUST BE FILLED IN AND NO CHANGE SHALL BE MADE IN THE PHRASEOLOGY OF THE PROPOSAL.

PROPOSALS THAT ARE ILLEGIBLE OR THAT CONTAIN ANY OMISSIONS, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE ITEMIZED PROPOSAL OR THAT CONTAIN IRREGULARITIES OF ANY KIND, MAY BE REJECTED AS INFORMAL.

EACH PROPOSAL, IF MORE THAN ONE IS SUBMITTED, SHALL BE SEALED IN A SEPARATE ENVELOPE WITH ALL REQUIRED LITERATURE, EXPLANATION AND FORMS.

AWARD: AWARD WILL BE MADE AS INDICATED IN THE PROPOSAL.

QUANTITIES: QUANTITIES SPECIFIED ARE UNITS.

**INFORMATION
TO BE
FURNISHED**

WITH BID: BIDDER MUST SUBMIT WITH BID DETAILED SPECIFICATIONS AND ALL NECESSARY DATA ON EQUIPMENT PROPOSED TO BE FURNISHED.

BID "A"
 TOWN OF HALFMOON SPECIFICATIONS
 (5/1/24-5/1/27)

SPEC.NO 1-2024

**NO LEAD
 MUELLER BRASS**

SIZE	ITEM	BID PRICE
5/8"x 3/4"x 3/4"	Angle Meter Stop -H-14258	\$ 58.89
5/8"x 3/4"x 1"	Angle Meter Stop -H14258	\$ 65.09
1"x 1"	Angle Meter Stop -H-14258	\$ 80.65
3/4"	Meter Tail Couplings H-10890	\$ 13.77
1"	Meter Tail Couplings H-10890	\$ 21.14
3/4"	Corporation Stop B-25008	\$ 71.55
1"	Corporation Stop B-25008	\$ 94.19
3/4"	Curb Valve -- B-25009 * QUOTING PART# B-25209 PER CONVERSATION WITH FRANK TIRONI	\$ 101.45
1"	Curb Valve -- B-25009 * QUOTING PART# B-25209 PER CONVERSATION WITH FRANK TIRONI	\$ 152.21
3/4"	Straight Union -- H-15404N * QUOTING PART# H-15403 PER CONVERSATION WITH FRANK TIRONI	\$ 27.69
1"	Straight Union -- H -15404N * QUOTING PART# H-15403 PER CONVERSATION WITH FRANK TIRONI	\$ 30.17
3/4" x 1"	Reducer Coupling H-15403N	\$ 30.30

Bid Form "A"

BID "B"
TOWN OF HALFMOON SPECIFICATIONS
(5/1/24 to 5/1/27)

SPEC NO. 1-2024

AMERICAN MADE BRASS FITTINGS

SIZE	ITEM	BID PRICE
3/4"	Ball Valve	\$ 14.06
1"	Ball Valve	\$ 23.44
1 1/2"	Ball Valve	\$ 46.52
2"	Ball Valve	\$ 64.80

*** please note ,ball valve pricing is good for the duration of the contract. All Mueller pricing is valid for 1 year after which for each of the remaining two years of the contract Mueller reserves the right to institute up to but not to exceed a 5% increase for each remaining year ***

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

General Manager

Title

3/21/2024

Date

Ferguson Enterprises, LLC

Company Name

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Peter Campbell

Title: General Manager



Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers

This certificate of authorization shall be effective from the date hereof until **November 19, 2024** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **November 20, 2023**

Ferguson Enterprises, LLC



(Company Seal)


Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on November 20, 2023, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

Notary – Casey Mehlhoff
My commission expires: July 31, 2026

(Notary Seal)

GROUND KEY ANGLE METER VALVES 3/4" & 1" SIZES

Mueller Co.

8D.11

Shaded area indicates change Rev. 5-18



Ground key angle meter stop
Mueller 110[®] Conductive
Compression Connection for CTS
O.D.* tubing x meter swivel nut**
180° turn check - lock wing

H-14258N

Catalog size	5/8"x3/4"	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	3/4"	1"	1"



Ground key angle meter stop
Mueller[®] Pack Joint Connection for
CTS O.D.* tubing x meter swivel nut**
180° turn check - lock wing

P-14258N

Catalog size	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	1"	1"



Ground key angle meter stop
Mueller 110 Compression
Connection for IPS PE* plastic pipe x
meter swivel nut**
180° turn check - lock wing

H-14259N

Catalog size	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	1"	1"



Ground key angle meter stop
Mueller INSTA-TITE[®] Connection
for IPS PE* plastic pipe x meter
swivel nut**
180° turn check - lock wing
Ground key angle meter stop

H-14266N

Catalog size	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	1"	1"



Ground key angle meter stop
Mueller INSTA-TITE[®] Connection for
CTS O.D.* PE plastic tubing x meter
swivel nut**
180° turn check - lock wing

H-14267N

Catalog size	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	1"	1"



Copper flare nut x meter swivel nut**
180° turn check - lock wing

H-14255N

Catalog size	5/8"x3/4"	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	3/4"	1"	1"



Ground key angle meter stop
F.I.P. x meter swivel nut**
180° turn check - lock wing

H-14265N

Catalog size	5/8"x3/4"	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	3/4"	1"	1"



Ground key angle meter stop
Mueller Pack Joint for IPS PE* plastic
pipe x meter swivel nut**
180° turn check - lock wing

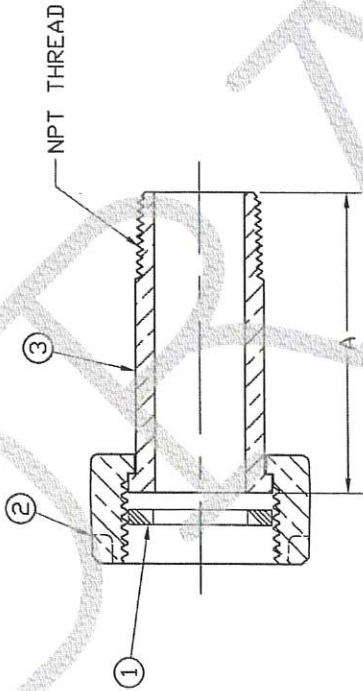
E-14259N

Catalog size	5/8"x3/4"x3/4"	5/8"x3/4"x1"	1"
Meter size	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"
Pipe size	3/4"	1"	1"

* See charts on pages 8D.17 and 8D.18 for tubing and pipe that can be used with this connection.

** Meter swivel nuts are regularly furnished with a saddle feature to aid in meter installation and removal. A plain swivel nut is available as an option by adding a suffix of -1 to the catalog number.

No.	QTY.	DESCRIPTION	MATERIAL
1	1	RUBBER GASKET	NITRILE D2000
2	1	COUP. NUT	CAST BRASS ASTM B62 ALLOY C83600
3	1	TAILPIECE	LOW LEAD BRASS ALLOY C89833



METER COUP. SIZE	A	MIP SIZE
5/8 x 1/2	2.375	1/2
5/8 x 3/4 x 3/4	2.500	3/4
1	2.625	1



NOTE: ALL WETTED PARTS ARE LOW LEAD BRASS ALLOY

FILEPATH: PRODD-ENG\MUELLER\ASYSUBMITTALS\H10890N

DRF TR	Gar-vir	9/17/09
CHKR		
ENGR		
MGR		
BY	DATE	
STK No		
MAT'L		
DESCR.	STRAIGHT METER COUPLING LOW LEAD BRASS (METER x MIP)	
REV	ECR	DATE
PER	EST	NO. DXXXX
EST	FIN	WT = 0.0000 lbs

UNLESS OTHERWISE NOTED THIRD ANGLE PROJECTION

SURFACE PREPARATION: --- .000
 BREAK CORNERS) --- .000 RMS
 SURFACE FINISH --- .000 RMS
 TOLERANCE(S):
 LINEAR --- ± .000
 ANGULAR --- ± 0'00"

SCALE NONE
 REF. No. NONE

DWG NUMBER H10890N

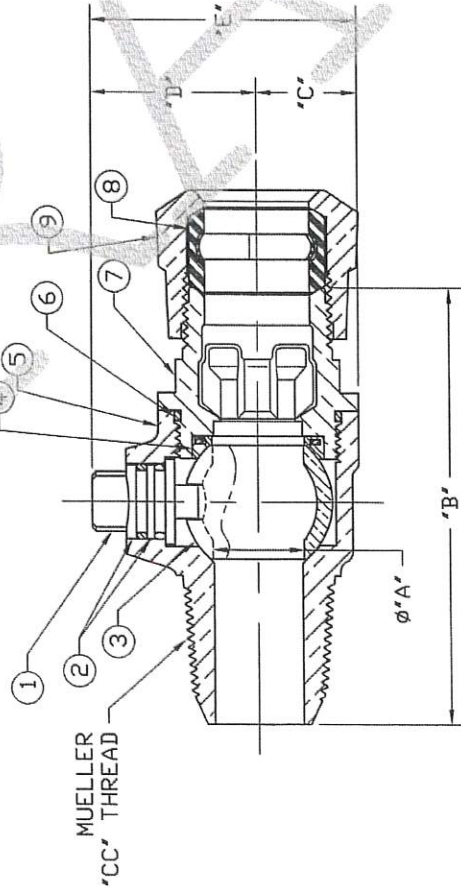
TITLE AND OWNERSHIP OF THIS ENGINEERING DRAWING REMAINS THE PROPERTY OF Mueller Co. AS SPECIFICALLY AUTHORIZED BY Mueller Co. ASSISTANT TO THE PART OF THE RECIPIENT TO THESE CONDITIONS IS PRESUMED

DWG NUMBER H10890N

DWG NUMBER
B25008N
42-MRKTG

DATE OF THIS DRAWING IS TO BE MADE OF THIS DATA EXCEPT AS SPECIFICALLY NOTED OTHERWISE IN THE DRAWING. ALL RIGHTS ARE RESERVED AND THESE CONDITIONS ARE PRESENTED

No.	DESCRIPTION	MATERIAL
1	STEM	LOW LEAD BRASS ALLOY
2	O-RING	EPDM D2000
3	BALL	LOW LEAD BRASS ALLOY
4	GASKET - SEAL	NITRILE D2000
5	BODY	CAST LOW LEAD BRASS ALLOY
6	O-RING	EPDM D2000
7	END PIECE	CAST LOW LEAD BRASS ALLOY
8	CTS GSKT SUB	SBR D2000 - GSKT 410SS - BAND
9	CONNX NUT	CAST BRASS ASTM B62 ALLOY C83600



SIZE	Ø A	B	C	D	E
3/4	.750	3.621	.840	1.363	2.203
3/4x1	.750	3.855	.840	1.390	2.230
1	1.000	4.648	1.150	1.564	2.714
1x1-1/4	1.000	4.413	1.150	1.564	2.714
1-1/2	1.500	5.157	1.500	2.120	3.620
1-1/2x2	1.500	5.133	1.500	2.235	3.735
2	2.000	5.612	1.820	2.443	4.263

NOTE: ALL WETTED PARTS ARE LOW LEAD BRASS ALLOY

FILEPATH: PROD-ENG\MUELLER\ASYSUBMITTALS\B25008N

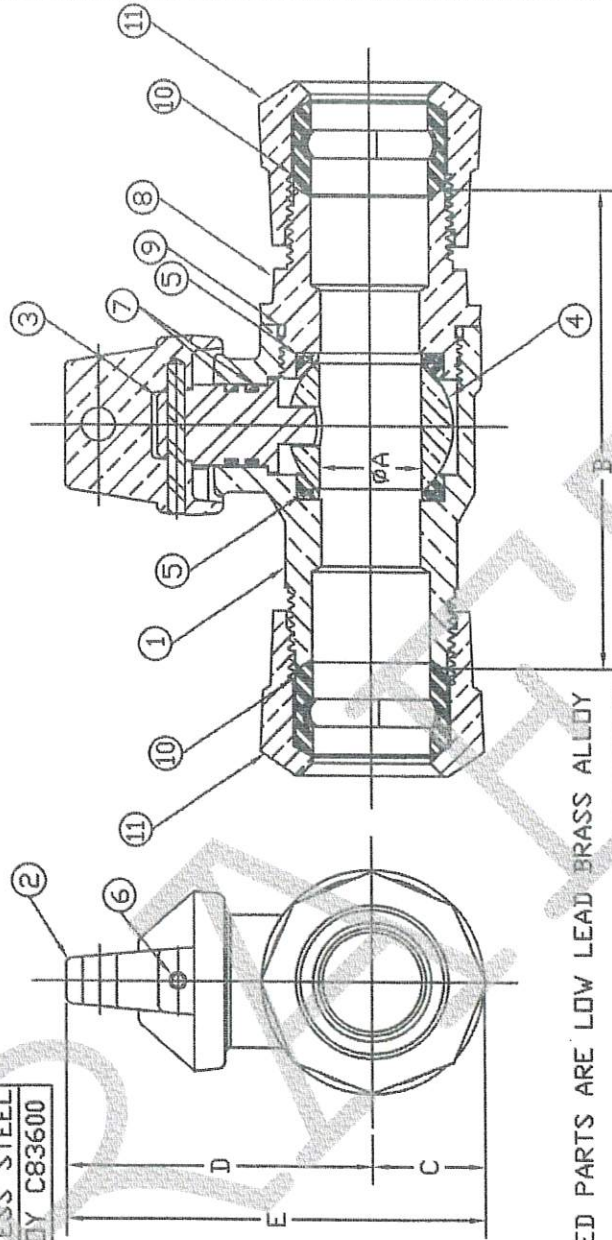
DRFTR Garvin 12/19/09										
CHKR										
ENGR										
MGR										
BY										
DATE										
STK No.										
MAT'L										
DESCR										
REV	ECR	DESCRIPTION	DATE	BY	CHKR	PER EST NO: DXXXX EST FIN WT = 0.0000 lbs				
						BALL CORPORATION VALVE LOW LEAD BRASS (CC' x 110 CTS)				
						DWG NUMBER	B25008N			
							42-MRKTG			



UNLESS OTHERWISE NOTED THIRD ANGLE PROJECTION
SURFACE PREPARATION: 000
BREAK CORNERS: .000
SURFACE FINISH: .XX RMS
DIMENSIONS: LINEAR ± .000 ANGLE ± 0'00"

No.	DESCRIPTION	MATERIAL DESCRIPTION
1	BODY	CAST LOW LEAD BRASS ALLOY
2	CAP	CAST BRASS ASTM B62 ALLOY C83600
3	STEM	LOW LEAD BRASS ALLOY
4	BALL	LOW LEAD BRASS ALLOY
5	GASKET	ASTM D2000 (NITRILE)
6	SOLID PIN	AISI 303 STAINLESS STEEL
7	O-RING	ASTM D2000 (EP)
8	END PIECE	CAST LOW LEAD BRASS ALLOY
9	O-RING	ASTM D2000 (EP)
10	CTS GASKET SUB	ASTM D2000(SBR)&410 STAINLESS STEEL
11	CONNX NUT	CAST BRASS ASTM B62 ALLOY C83600

SIZE	ØA	B	C	D	E
3/4"	.63	3.44	.75	2.12	2.87
3/4"	.75	3.59	.84	2.12	2.96
1"	.75	4.00	.84	2.12	2.96
1"	1.00	5.03	1.15	2.32	3.47
1x3/4"	.75	3.78	.84	2.32	3.16
1 1/2"	1.50	5.06	1.50	3.37	4.87
1 1/2x2"	1.50	5.04	1.50	3.37	4.87
2"	2.00	5.52	1.82	3.92	5.74



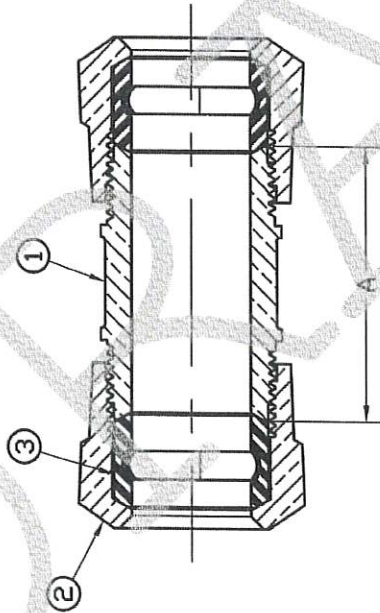
NOTE: ALL WETTED PARTS ARE LOW LEAD BRASS ALLOY

FILEPATH: PRODD-ENG/MUELLER/ASYS/INITIALS/B25209N

		THIRD ANGLE PROJECTION
UNLESS OTHERWISE NOTED SURFACE PREPARATION SURFACE FINISH TOLERANCES LINEAR ANGULAR	.000 RMS .000 RMS .000 ± .000 ± .000	REF. No. SCALE FULL
DRG TR: Garvin CHK: [] ENGR: [] MGR: []	DATE: 8/2/11	STR. No: MAT'L: DESCR.
REV: [] ECR: [] EST: []	DESCRIPTION: [] DATE: [] EST FIN: []	BY: [] DATE: [] EST FIN: []
PER EST NO: X-XXXX	EST FIN: WT = 0.0000 lbs	PART NUMBER: B25209N INLINE BALL CURB VALVE LOW LEAD BRASS (110CTS x 110CTS)

B25209N
PART NUMBER

No.	QTY.	DESCRIPTION	MATERIAL
1	1	SPUD	CAST LOW LEAD BRASS ALLOY
2	2	CONN. NUT	CAST BRASS ASTM B62 ALLOY C83600
3	2	CTS GSKT SUB	SBR D2000 - GSKT 410ss - BAND



SIZE	A
1/2	1.625
1/2x3/4	1.950
5/8	1.656
5/8x3/4	1.750
3/4	2.062
1	2.406
1x3/4	1.835
1-1/4	2.375
1-1/4x1	2.154
1-1/2	3.312
1-1/2x1	2.840
2	3.375



NOTE: ALL WETTED PARTS ARE LOW LEAD BRASS ALLOY

FILEPATH: PRODD-ENG\MUELLER\ASYSUBMITTALS\H15403N

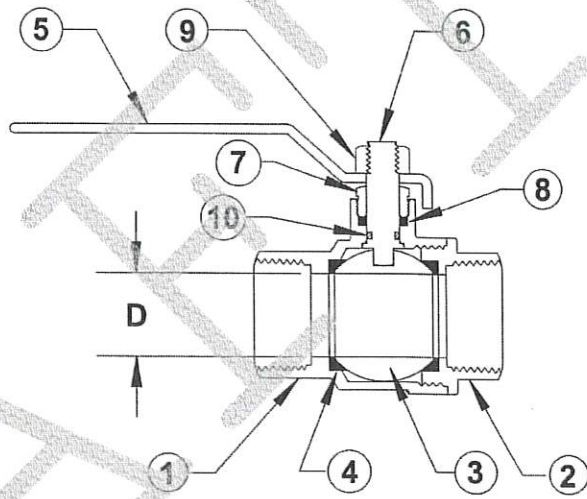
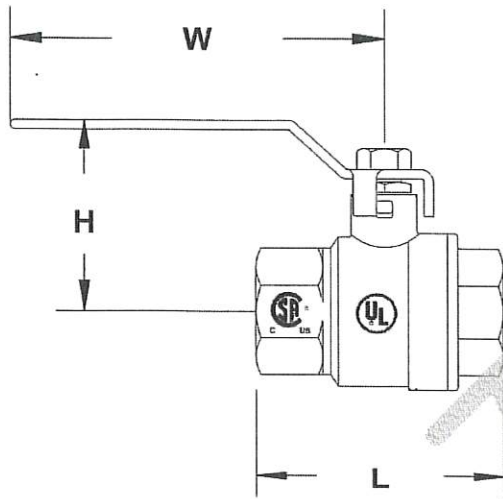
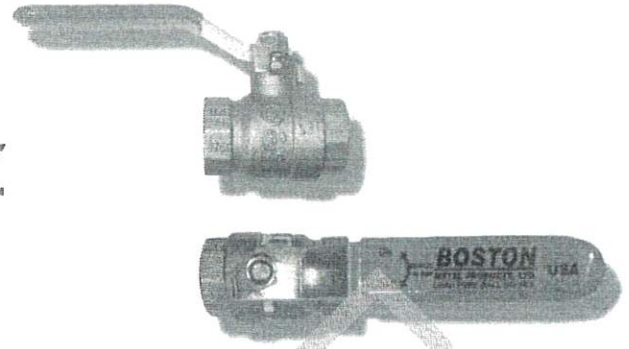
DRFTR	Garvin	12/21/09
CHKR		
ENGR		
MGR		
BY		DATE
STK No		
MAT'L		
DESCR.	STRAIGHT SERVICE FITTING	
REV	DESCRIPTION	DATE
BY	CHKR	
PER EST NO. DXXXX EST FIN WT = 0.0000 lbs		

Mueller Co.	
UNLESS OTHERWISE NOTED	THIRD ANGLE PROJECTION
SURFACE PREPARATION: --- .000	
BREAK CORNERS: --- XX RMS	
SURFACE FINISH: --- XX RMS	REF. No.
TOLERANCES: --- ± .000	SCALE
LINEAR: --- ± 0'00"	NONE
ANGULAR: --- ± 0'00"	
PART NUMBER H15403N	

PART NUMBER
H15403N
4th-MRKTG

BLF9101 SERIES LEAD FREE FORGED BRASS BALL VALVE

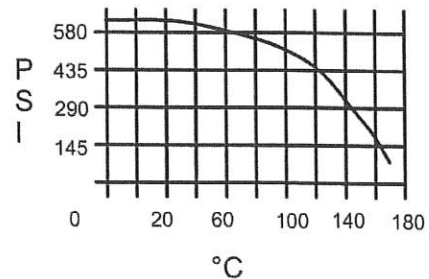
A forged brass quarter turn valve, 600 WOG / 150WSP rated, two piece, full port, with female NPT end connections. Valve is CSA certified to be lead free, and conform to CGA3.16 and ASME B16.33 for gas service.



DIMENSIONS

CAT. NO.	SIZE	L	D	H	W
BLF0259101	1/4	1.67	.39	1.71	3.35
BLF0380101	3/8	1.72	.39	1.71	3.35
BLF0509101	1/2	2.13	.59	1.77	3.35
BLF0759101	3/4	2.36	.75	2.08	4.35
BLF1009101	1	2.80	.98	2.20	4.35
BLF1259101	1 1/4	3.29	1.26	2.50	5.65
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8	STEM PACKING	PTFE
7	GLAND NUT	BRASS C37700
6	STEM	TYPE 304 SST
5	HANDLE	ZINC PLATED STEEL, PLASTICOATED
4	SEAT	PTFE
3	BALL	TYPE 304 SST
2	END CAP	BRASS C46400
1	BODY	BRASS C46400

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