

<p><b>Seller:</b> Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com</p> <p><b>Account Manager:</b> Rick Pasqualetti</p>	<p><b>Buyer/Customer:</b> Town of Halfmoon 2 Halfmoon Town Plaza Halfmoon, NY 12065</p> <p><b>Distribution Utility Account Number(s):</b> See Exhibit A</p>
<p><b>Attention:</b> Contract Administration Department <b>Phone:</b> (844) 994-3855 <b>Fax:</b> (603) 430-5320 <b>Email:</b> contractadministrationgroup@spragueenergy.com</p>	<p><b>Attention:</b> Kevin Tollisen <b>Phone:</b> (518) 371-7410 <b>Fax:</b> _____ <b>Contact Email:</b> _____</p>
<p><b>Remit</b> Sprague Operating Resources LLC <b>Payment To:</b> PO Box 782532 Philadelphia, PA 19178-2532</p>	<p><b>Send Invoice To:</b> 2 Halfmoon Town Plaza Halfmoon, NY 12065 <b>Attn:</b> Accounts Payable <b>Invoice Email:</b> _____</p>
<p><b>Governing Law:</b> New York.</p>	<p><b>Service Locations:</b> See Exhibit A</p>
<p><b>Initial Term:</b> 6/1/2024 to 5/31/2026</p>	<p><b>Delivery Point:</b> NIMO DTI East NDM Aggregation</p>
<p><b>Customer Disclosure Statement:</b></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 Quantities 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><b>Customer Authorization:</b> 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><b>Customer Service:</b> During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.</p>	
<p><b>Additional Provisions:</b> Buyer understands and agrees that Sprague may pay a fee to Troy and Banks, Inc. with regard to this Transaction Confirmation.</p>	
<p><b>(800) 892-2345</b> 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: <a href="http://www.dps.state.ny.us">http://www.dps.state.ny.us</a> 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><b>Consumer Protections:</b> 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 <a href="http://www.dps.state.ny.us">www.dps.state.ny.us</a></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**

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

**Service Locations**

<b>Service Address</b>	<b>Utility Account Number</b>	<b>Utility Meter Number</b>	<b>Location Description</b>	<b>Capacity Assignment Quantity</b>
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