

WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is made and entered into this _____ day of _____,

2026 by and between HALFMOON WATER DISTRICT (the "DISTRICT"), an improvement district in the Town of Halfmoon, New York ("Town") with offices at 2 Halfmoon Town Plaza, Halfmoon, New York 12065, and the CLIFTON PARK WATER AUTHORITY (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

WITNESSETH:

WHEREAS, the Town through the District desires to contract with the Authority for water and related ancillary services to Chelsea Place, located in the Town, on the terms and conditions contained herein; and

WHEREAS, the Authority desires to provide water and such services to the District for Chelsea Place, on the terms and conditions contained herein; and

WHEREAS, the area of the District to be supplied and serviced by the Authority is set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the District, the Town and the Authority desire that the Chelsea Place customers within the District be charged the same rates for water usage as similarly situated customers of the Authority pay;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

Section 1. SUPPLYING OF WATER.

The Authority shall furnish water to the District in such quantities as required by the current and future customers on Chelsea Place within the District, and subject to the provisions of Section 5 below, at rates currently charged to customers of the Authority within the Town of Clifton Park.

Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

In addition to supplying water as required by Section 1 hereof, as between the District, the Town and the Authority, the Authority shall be responsible for the maintenance and repair of the Chelsea Place water system (including, without limitation, transmission pipes and mains), all billings of the customers, customer service (including responses to complaints) and insurance. The Authority shall name the District and the Town as additional insureds on the liability policies carried by the Authority. Such policies shall have limits of not less than \$2,000,000 per accident or occurrence on account of personal injury (including death) and shall be from insurance companies authorized to write said insurance in the State of New York. Copies of such policies shall be forwarded by the Authority to the District annually not later than July 1.

Section 3. RATE ADJUSTMENTS.

(A) As used in this Agreement the following terms have the meanings set forth below, unless the context clearly requires a different meaning:

(1) "Fiscal Year" means a period beginning on January 1 in any year and ending on the following December 31.

(2) "Typical Residential Customer" means a residential customer located on Chelsea Place in the District using 80,000 gallons of water per Fiscal Year.

(B) If the Authority raises or lowers from time to time, its rates (or raises or lowers its basic service charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the rates set forth in Section 1 hereof (or the basic service charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$4.35 per 1,000 gallons of water and that the basic service charges and rates in effect are the same as referred to in Section 1.

Section 4. NO EXPANSION WITHOUT CONSENTS.

The geographic area of the District may not be expanded from the area set forth in Exhibit "A" attached hereto without the prior written consents of the Town Board of the Town of Halfmoon, the Authority and the Town Board of the Town of Clifton Park and without all other necessary governmental approvals and permits.

Section 5. FUTURE CUSTOMERS WITHIN THE DISTRICT.

Subject to all applicable rules and regulations of the Department of Environment Conservation and any other state and municipal agencies having jurisdiction, the Authority shall permit properties within the District which are not presently served to hookup to the Chelsea Place water system on the same terms and conditions (including without limitation, the payment of all applicable fees) as properties outside the District but, as of the date hereof, within the service area of the Authority as approved by DEC.

Section 6. DELINQUENT BILLS.

(A) To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the Authority); provided the Authority has given written notice of the names, tax map numbers and the amount of the delinquent bills to the Town no later than October 1 of each year.

(B) The Town shall remit to the Authority the sums set forth in the notice from the Authority within forty-five (45) days of the date the Town receives such sums.

(C) Nothing contained in this Section shall be construed as limiting any other rights or remedies the Authority may have in connection with the collection of delinquent water bills. The remedy in this Section is intended to be cumulative and in addition to any other remedy or remedies the Authority possesses.

Section 7. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

(A) The serviced portion of the District and/or Town and the properties and customers therein shall at all times be subject to the rules and regulations of the Authority, as the same may be issued and amended from time to time (including, without limitation, the Authority's right to inspect its property and the payment by customers of disconnection and reconnection charges). The parties agree that such rules and regulations shall be applied (except as otherwise expressly set forth herein) fairly and equitably to customers of the Authority inside and outside of the District. Nothing contained in this Agreement

shall preclude the Authority from issuing rules and regulations which differentiate between or among classes of customers, as long as such classifications are not based upon the fact that a customer is located inside or outside of the District. For example, and not by way of limitation, nothing herein shall preclude the Authority from imposing certain restrictions which are applicable only to business customers (or only to certain types of businesses), as opposed to residential customers, provided such restrictions apply equally to the businesses (or types of businesses) served by the Authority within and outside of the District.

(B) The District shall, to the extent deemed necessary or desirable by the Authority, take the appropriate steps to ensure that the rules and regulations of the Authority, as issued and amended from time to time, are applicable to the serviced portion of the District and the properties and customers therein.

(C) The Authority shall send copies of all amendments to the rules and regulations adopted after the date hereof to the District not less than the (10) days before any such amendment becomes effective.

Section 8. NOTICES

(A) All notices and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. The addresses which notices and other communications shall be delivered are as follows:

If to the Authority:

Town of Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065 Attn:
Administrative Director

If to the District:

Halfmoon Water Supply District No. 1 c/o
Halfmoon Town Hall
2 Halfmoon Town Plaza
Halfmoon, New York 12065
Attn: Supervisor

If to the Town:

Halfmoon Town Hall
2 Halfmoon Town Plaza
Halfmoon, New York 12065
Attn: Supervisor

(B) The Authority, the District and the Town may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 9. MISCELLANEOUS .

(A) The headings preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Halfmoon, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

(D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 10. LIMITED OBLIGATIONS.

(A) The obligations, undertakings and duties (collectively the "Duties") of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park shall be liable in any way whatsoever herein.

(B) All Duties of the Authority contained herein shall be deemed to be Duties of the Authority and not of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any or all such claims are hereby waived by the District and the Town as additional consideration for and as a condition precedent to the execution hereof by the Authority.

(C) Except as otherwise provided by law, the Duties of the District contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Halfmoon, New York and neither the State of New York nor the Town of Halfmoon shall be liable in any way whatsoever thereon.

(D) All Duties of the Town of Halfmoon contained herein shall be deemed to be Duties of the Town and not of any member, officer, servant or employee of the Town of Halfmoon in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Town of Halfmoon and any or all such claims are hereby waived by the District and the Authority as additional consideration for and as a condition precedent to the execution hereof by the Town of Halfmoon.

Section 11. ARBITRATION.

Any controversy arising under, out of, in connection with, or relating to, this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association as then in effect. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered thereon in any court having jurisdiction thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Water Supply Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first above written.

CLIFTON PARK WATER AUTHORITY

BY: _____
Helmut Gerstenberger, Chairman

HALFMOON WATER SUPPLY DISTRICT No. 1

BY: _____
Kevin Tollisen, Town Supervisor

TOWN OF HALFMOON

BY: _____
Kevin Tollisen, Town Supervisor

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EXHIBIT "A"

