

October 7, 2024 Meeting Minutes

The first regular meeting of the Kingsbury Town Board was conducted on October 7, 2024 at 6 Michigan Street, Hudson Falls, NY.

MEMBERS PRESENT: Sean Akins, Councilman
James Lindsay, Councilman
Dan Washburn, Councilman
William Haessly, Councilman

ABSENT: Dana Hogan, Supervisor

OTHERS PRESENT: Jeffrey Meyer, Town Attorney
Mason Leonard, Highway Superintendent
Rebecca Pomainville, Town Comptroller
Highway Employees: Randy Underwood, Herb Strong,
Jacob Rich

The meeting was called to order at 6:30 pm by Deputy Supervisor Washburn and opened for the order of business with the Pledge of Allegiance led by Councilman Akins.

A **motion** by Councilman Haessly seconded by Councilman Lindsay and carried by a vote of 4 ayes to accept the minutes of the September 16, 2024, Town Board Meeting as submitted by the Town Clerk with a correction from Highway Superintendent Mason Leonard; the truck to be deemed as surplus is not 2003 but a 2004. The Town Clerk will make the correction.

A **motion** by Councilman Haessly seconded by Councilman Akins and carried by a vote of 4 ayes to accept the annual drug screening contract with Mountain Medical. (Document attached)

A **motion** by Councilman Lindsay seconded by Councilman Akins and carried by a vote of 4 ayes for the following Budget Transfer:

TOWN OF KINGSBURY – BUDGET TRANSFER: OCT 7, 2024 MEETING

HWY/PT	FROM:	CHIPS EQUIPMENT	4.5112.2	\$ 1,195.20
	TO:	CHIPS – PERSONAL SERVICES	4.5112.1	\$ 1,195.20
	PURPOSE:	ADDITIONAL PAVING PROJECT PAYROLL COST		

Comptroller Rebecca Pomainville reported the contract for the fixed electricity rates will expire in mid-October. She went out to quote and received a response from 2 vendors. The price went down about 12 cents per thousand megawatts with the same provider, Constellation. A **motion** by Councilman Lindsay seconded by Councilman Haessly and carried by a vote of 4 ayes giving approval to sign the 12-month contract with Constellation. (Document attached)

Comptroller Rebecca Pomainville presented a rough draft of a Tentative Budget for 2025 for the Board to meet with her and the department heads. With the current tentative budget, the tax levy would be \$1,795,920.00 which is approximately \$19.5 thousand less than last year. A discussion followed. The

Board will schedule a Budget Workshop. A **motion** by Councilman Akins seconded by Councilman Lindsay and carried by a vote of 4 ayes to accept the 2025 Tentative Budget.

A **motion** by Councilman Lindsay seconded by Councilman Haessly and carried by a vote of 4 ayes giving approval for Supervisor Hogan to sign Medicare Advantage Renewal. (Document attached)

LEGAL UPDATE: There is no legal update

TOWN CLERK REPORT: Received a call from Nick at Union Cemetery; the holder of deeds in the Moss Street Cemetery would like the Town to buy back cemetery plots that were purchased in the past. Attorney Meyer stated if the owner wants to get his money back, it is not an unreasonable request, but the Town should make sure they are available. Attorney Meyer will work with the Town Clerk and the Union Cemetery and have something ready for the next meeting.

HIGHWAY SUPERINTENDENT: Mason would like a quote on waste removal. The Comptroller stated the contract is up now so we could go out to quote to see if we could do better.

Mason would like to start getting quotes for the mowing of Moss Street Cemetery for next year. He would like to see the possibility of getting a 1-year price and a 3-year price. The Comptroller will RFQ both options and provide the Board with an analysis.

Mason is seeking approval to send a letter of intent to buy a truck so it can be ordered. At this time it would be the end of December 2025 to January 2026 for delivery of the truck. Mason reported January 1, 2025, a dealership in NYS has to sell one electric vehicle for every 6 trucks. Deputy Supervisor Washburn asked if a truck could be purchased out of state. Mason stated you can't buy out of state and you can't rent or lease. The truck is \$310,000.00 and the price may fluctuate so he is asking for \$325,000.00. It will be fully equipped with dump body, plow wing and ready to go. Councilman Haessly asked if it will have the tank for de-icing equipment. Mason stated it has the option to add on later. He is not certain what he wants to do. A **motion** by Councilman Lindsay seconded by Councilman Haessly and carried by a vote of 4 ayes giving approval for Mason to send a letter of intent to purchase a new truck; there is enough money in the reserves for the purchase.

WRITTEN REPORTS:

A **motion** by Councilman Lindsay seconded by Councilman Akins and carried by a vote of 4 ayes to accept the reports of certain officers for the month of July as follows:

Code Enforcement Officer: No. Permits 9; Fire Inspections 7; Building Inspections 16; Total Fees \$1,667.00

Dog Control Officer: Complaints 1; Tickets 5; Mileage 60,927

Town Clerk: Paid to EnCon \$6,430.25; Paid to Supervisor \$8,414.57; Paid to the Village of Hudson Falls \$290.00;; Paid to Ag & Markets for Population Control \$336.00; Paid to the Department of Health \$180.00

Town Comptroller: Receipts \$401,906.64; Disbursements \$207,799.65

Town Justice for July: Fees Collected \$10,147.00; August \$9,057.50

PUBLIC COMMENT: There is no public comment.

A **motion** by Councilman Akins seconded by Councilman Haessly and carried by a vote of 4 ayes to enter into an executive session at 6:55 pm to discuss a personnel matter and pending litigation.

A **motion** by Councilman Lindsay seconded by Councilman Haessly and carried by a vote of 4 ayes to exit the executive session at 8:12 pm; no action was taken. The meeting was adjourned.

Respectfully submitted,

Cynthia Bardin, Town Clerk



Contractual Agreement

This agreement is made between Standard Medical Testing Services, a division of Mountain Medical Services, located at 597 Bay Road, Queensbury, NY 12804 and with Town of Kingsbury Attn: ~~Michael Graham~~ having an address a 6 MICHIGAN ST, HUDSON FALLS, NY, 12839-1242.

MASON LEONARD

This agreement shall be in effect from January 1, 2025 - Dec 31, 2025.

The responsibilities and obligations and liabilities shall survive the term of this agreement.

This agreement may be canceled by either party after thirty days of written notification.

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, principal-agent or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

Standard Medical Testing Services, a division of Mountain Medical Services, will be compensated for its services as follows:

Yearly Administrative Fee:	10 or more employees	\$150.00
	9 or less employees	\$ 80.00
Urine Drug Screens		\$ 62.00
Alcohol Breath Testing		\$ 40.00
Breath Alcohol confirmation		\$ 35.00
DOT/CDL Physicals		\$150.00
Onsite Charge - Other than Randoms		\$150.00
NO Show Fee -		\$ 30.00
if collector shows and participant doesn't		
Observed Urine Collection		\$ 30.00

In addition, should there be after hours, post accident testing/reasonable suspicion, there shall be a flat rate fee of \$120.00 per hour with a minimum two hour charge. Also there will be a mileage charge of 56.5 cents per mile applied.

Shy Bladder wait time is \$40.00 per hour, including after 4:30 pm closing time.

The fee for split specimen re-testing of positive specimens (including shipping, lab fees and chain of custody) shall be \$250.00.

The review of all Positive drug screens will be \$100.00, regardless of final outcome. This includes the MRO time for contacting physicians, donors and specialists whom the employee is being treated by.

Payment of invoices is expected within 30 days of receipt of invoice payable to Mountain Medical Services, PO BOX 13395, Belfast Maine, 04915. A late fee/interest fee of 1.5% monthly will be applied to outstanding invoices over 30 days old. We accept payment online at www.quickpayportal.com. Code is on Invoice.

Standard Medical Testing Services, a division of Mountain Medical Services attests that it will keep all information obtained from the Town of Kingsbury for the purpose of testing confidential unless otherwise required to disclose said information by applicable law, regulation, or subsequent agreement.

The provisions of the Agreement shall be construed, interpreted and governed by the substantive laws of the state of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

Standard Medical Testing Services
Merrie Lynn Towle, BSN

Mountain Medical Services
Dr. Michael P. M. Pond, MD

Town of Kingsbury

Name: Merrie Lynn Towle, BSN
Title: Director of Occupational Medicine
Date: January 1, 2025

Name: *DL*
Title: Supervisor
Date: 10/18/2024

Please execute this agreement, retain the original, and forward a duplicate to Standard Medical Testing Services at 597 Bay Road, Queensbury, NY 12804.

Mountain Medical Services * 597 Bay Road Queensbury, NY 12804 518-744-6560
f: 518-409-8441 www.standardmedicalservices.com standardmedicalservices@gmail.com
Mon-Thur 8-4 Fridays 8-3

**Saranac/Malone/Massena - DOT Drug Testing Hours Monday-Friday 9am - 2pm Weekends 10-12

- Mountain Medical Services * 1927 Saranac Ave Lake Placid, NY 12983 518-523-7577
www.mountainmedical.net
- Mountain Medical Services * 354 Broadway Saranac Lake, NY 12983 518-897-1000
- Mountain Medical Services * 2 Hospital Drive, Massena, NY 13662 518-521-3322
- Mountain Medical Services * 3372 St. Rte. 11, Suite H, Malone, NY 12953 315-705-0700



**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 thirty (30) 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 \$.005250/ 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: 80%;">Energy Cost</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>Line Loss Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NYPA Transmission Adjustment Charge Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY Transmission Costs</td> <td style="text-align: right;">Passed Through</td> </tr> <tr> <td>NY Tier 1 REC Program Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td style="text-align: right;">Fixed</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td style="text-align: right;">Fixed</td> </tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Fixed	NYPA Transmission Adjustment Charge Costs	Fixed	NY Transmission Costs	Passed Through	NY Tier 1 REC Program Costs	Fixed	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)
10/13/24	10/16/25	\$0.08344

* 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 KINGSBURY ("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 Adjustment Charge Costs	Fixed
NY Transmission Project Costs	Passed Through
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: Your contract price **does not include** NY Transmission Project Costs. Such NY Transmission Project Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

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.

"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

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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 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,

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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") + \$.005250/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 thirty (30) 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
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 Kingsbury

Signature: _____

Signature: DH

Printed Name:
Title:

Printed Name: DANA HOGAN
Title: SUPERVISOR
Date: 10/15/2024

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

Address: 6 Michigan St
Hudson Falls, NY 12839-1242

Fax: 888-829-8738
Phone: 844-636-3749

Fax: 518-747-9115
Phone: 518-747-2188
Email: supervisor@kingsburyny.gov

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Paperwork Due Date:

10/31/2024

Group Name: Town of Kingsbury- Medicare
Group Number: 20031235
Account Representative: Lashawna Bobo
Phone: (518) 641-5148 **Email:** LaShawna.Bobo@cdphp.com

If you would like to renew the benefits outlined below, please complete, sign, and fax this form to CDPHP at (518) 641-09/30/2024 or submit to your broker. If we do not hear from you by November 30, 2024, your current health care coverage will terminate with CDPHP effective December 31, 2024.

Medicare Advantage Benefit Package Recommendation and Rates*

Effective 01/01/2025- 12/31/2025

Medical Plan:	PPO \$12/\$20 200
Office Visit:	\$12
Specialist Visit:	\$20
Inpatient Hospital	\$250
Rx Rider Preferred:	Rx 520 - \$0/\$10/\$35/\$65/30%
Rx Rider Standard:	Rx 520 - \$10/\$20/\$70/\$130/30%
Dental Rider:	592 (\$250 yearly allowance)
Tier	2025 Monthly Premium
Individual	\$420.57

*The proposed 2025 rates and benefits may be a close match but not identical to your current benefit plan. Please review your renewal information carefully. It may not reflect recent conversations you may have had with your broker or CDPHP representative about changes to your plan.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

Print Name:

Title:

Signature:

Date:

CDPHP has a wide range of products to fit any budget. Please contact your broker or CDPHP account representative at (518) 09/30/2024 to discuss alternative benefit solutions customized to fit your business needs.

cc: Hometown Solutions LLC

24-27272