

AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **April 29, 2025** (“Effective Date”), is entered into by and between the **City of Newburyport** (“Aggregator”) and **Constellation NewEnergy, Inc.** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier are both parties to an Electric Service Agreement dated May 23, 2023, together with any appendices thereto (collectively, the “ESA”). Capitalized terms used herein and not defined shall have the same meaning ascribed to them in the ESA.
- B. The Massachusetts Department of Energy Resources filed three emergency rulemakings with the Secretary of State, one on July 12, 2024, one on July 19, 2024, and one on October 11, 2024 which together made changes to the Commonwealth’s Clean Peak Energy Standard regulations (225 CMR 21.00) including changes to the annual Minimum Standard from 2024 through 2050 (“CPES Changes”) and placed such CPES Changes into effect immediately upon their filing.
- C. On January 29, 2024, the Federal Energy Regulatory Commission issued an order in docket ER24-275 approving a project proposal filed by ISO New England called the Day-Ahead Ancillary Services Initiative (“DASI”), which aims to provide targeted incentives and compensation for resources providing operating reserve services.
- D. The Aggregator and Competitive Supplier agree that a Change in Law has occurred (as such term is defined in the ESA) with respect to the CPES Changes and that the CPES Changes decrease the cost of performance by the Competitive Supplier over the Delivery Term.
- E. The Aggregator and Competitive Supplier agree that ISO New England’s implementation of DASI constitutes a Change in Law and is expected to increase the Competitive Supplier’s cost of performance hereunder during the Delivery Term.
- F. The Aggregator and Competitive Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA to change the Retail Prices set out therein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Aggregator and the Competitive Supplier agree as follows (all section references herein are in reference to the ESA):

- 1. Sections 1 and 2 of Price and Term Appendix No. 1 shall be deleted in their entirety and replaced with the following:
 - 1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard Product unless they opt-out.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$0.14809	\$0.14772
Commercial/Streetlight	\$0.14809	\$0.14772
Industrial	\$0.14809	\$0.14772

2. Terms for System Supply Service

(a) Delivery Term:

For **Period 1**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **November 2023** (the "**Delivery Term Start Month**") (billed in arrears, therefore the December 2023 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **June 2025** (final bill, therefore the June 2025 billing statements).

For **Period 2**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **June 2025** (billed in arrears, therefore the July 2025 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **November 2025** (the "**Delivery Term End Month**") (final bill, therefore the November 2025 billing statements).

(b) **Consumer Opt-Out:** Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

2. Numerical references in the Price and Term Appendix No. 1 shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
3. The Aggregator agrees and acknowledges that the cost incurred by Competitive Supplier associated with DASI during the Delivery Term is difficult to establish and therefore the updated Retail Prices as of the Effective Date of this Amendment include an approximate estimate of the cost impact for DASI. During the remainder of the Delivery Term, Competitive Supplier agrees that it shall provide Aggregator with documentation or other related information it receives regarding actual cost incurred and estimates of any future costs associated with DASI with respect to the ESA over the Delivery Term. Thereafter, following Competitive Supplier's determination of its actual cost incurred associated with DASI the Parties agree to meet in good faith to provide for additional changes to Retail Prices, and amend the ESA, as necessary, as long as it is operationally feasible to effectuate

a Retail Price increase or decrease in which an estimate for the balance of the term will be utilized. No additional changes to the Retail Prices shall be made two months prior to the end of the Delivery Term.

4. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.
5. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each of which will be deemed an original, but which together will constitute one and the same agreement. The exchange of copies of this Amendment by email or facsimile will constitute effected execution and delivery of this Amendment and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

CITY OF NEWBURYPORT

By: 
Name: Sean R. Reardon
Title: Mayor
Dated: 4/30/2025.

CONSTELLATION NEWENERGY, INC.

m By: 
Name: Amanda Stewart
Title: Vice President – Retail Ops
Dated: 5/02/2025