

AMENDMENT TO THE COMPETITIVE ELECTRIC SERVICE AGREEMENT

BY AND BETWEEN

DYNEGY ENERGY SERVICES (EAST), LLC

AND

TOWN OF NEW MARLBOROUGH

AMENDMENT No. 1 (“Amendment”) is entered into on August 20, 2020 between Dynegy Energy Services (East), LLC (“Competitive Supplier”) and the Town of New Marlborough (“Town”).

WITNESSETH:

WHEREAS, the Competitive Supplier and the Town are parties to the Competitive Electric Service Agreement dated March 18, 2020 (“ESA”); and

WHEREAS, the Competitive Supplier and the Town have agreed to amend the ESA pursuant to the provisions of Article 18.5 (last sentence) in order to update the pricing of the ESA to incorporate the requirements of Massachusetts’ Clean Energy Standard Expansion and Clean Peak Energy Standard.

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 Competitive Supplier and the Town agree as follows:

1. Exhibit A (“Prices and Terms”) is deleted in its entirety and the attached Exhibit A inserted.
2. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA.
3. 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.
4. 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, Competitive Supplier and the Town have executed this Amendment effective as of the date first written above.

TOWN OF NEW MARLBOROUGH

By: 

Name: Mari Enoch
Title: Town Administrator
Address: 807 Mill River Southfield Road
Mill River, MA 01244

Dated: 8/31/2020

DYNEGY ENERGY SERVICES (EAST), LLC

By: 
Mark Fanning (Sep 3, 2020 10:56 CDT)

Name: Mark Fanning
Title: Senior Director
Address: 1500 Eastport Plaza Drive
Collinsville, IL 62234

Dated: Sep 3, 2020

EXHIBIT A

PRICES AND TERMS

New Marlborough's Community Choice Power Supply Program

Price by Rate Classification

STANDARD PRODUCT

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

Rate Class	Price for Period 1* (November 2020 – November 2023) \$/kWh
Residential	\$0.09950
Commercial/Streetlight	\$0.09950
Industrial	\$0.09950

**Rate includes Operational Adder of \$0.000 per kWh [max allowed \$0.001 pending DPU approval].*

OPTIONAL BASIC PRODUCT *(pending Department approval)*

[Eligible Consumers will only be enrolled in this optional basic product if they elect it.]

Rate Class	Price for Period 1* (November 2020 – November 2023) \$/kWh
Residential	\$0.09768
Commercial/Streetlight	\$0.09768
Industrial	\$0.09768

**Rate includes Operational Adder of \$0.000 per kWh [max allowed \$0.001 pending DPU approval].*

Terms for System Supply Service

Delivery Term: as set forth in this Exhibit A, extending through the end of the Term as set forth in Article 4.1.

Period 1 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of November 2020 (billed in arrears, therefore the December 2020 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2023 (final bill, therefore the November 2023 billing statements).

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of each Pricing Period. Prices must include all adders and ancillary charges. For the purposes of clarity, the price includes all costs incurred by Competitive Supplier in relation to the Mystic generating station cost of service agreements, as

approved by FERC in docket ER18-1639. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of November 2020.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Massachusetts' (a) Renewable Portfolio Standard, (b) Alternative Energy Portfolio Standard, (c) Clean Energy Standard, and (d) Clean Peak Energy Standard, as each standard is defined as of the date this Amendment is entered into and each starting with the year in which load is served on the Start-Up Service Date, or otherwise pay the alternative compliance payment rate as determined by the relevant Massachusetts regulatory authority. For the purposes of clarity, the Competitive Supplier shall be responsible for (a) the annual Clean Energy Standard purchase obligations as defined in 310 CMR 7.75 as of the Effective Date, including the new CES-E standard finalized by the Massachusetts Department of Environmental Protection on July 10, 2020, (b) the amended draft regulations of the Renewable Energy Portfolio Standard ("RPS") and Alternative Energy Portfolio Standard ("APS") as filed by the Department of Energy Resources on April 5, 2019, or the finalized versions of the same, and (c) the annual Clean Peak Energy Standard purchase obligations as filed by the Massachusetts Department of Energy Resources with the General Court on June 8, 2020. Any excess costs shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s) as set forth in Article 17 of the ESA. The price stated above also includes the purchase of an additional 5% of MA Class I RECs above Minimum Standards. The Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the Renewable Energy Certificates (RECs). All such RECs will be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e. **[MA Class I RECs – RPS + 5%]**

Optional Basic Product (*pending Department approval*): The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Massachusetts' (a) Renewable Portfolio Standard, (b) Alternative Energy Portfolio Standard, (c) Clean Energy Standard, and (d) Clean Peak Energy Standard, as each standard is defined as of the date this Amendment is entered into and each starting with the year in which load is served on the Start-Up Service Date, or otherwise pay the alternative compliance payment rate as determined by the relevant Massachusetts regulatory authority. For the purposes of clarity, the Competitive Supplier shall be responsible for (a) the annual Clean Energy Standard purchase obligations as defined in 310 CMR 7.75 as of the Effective Date, including the new CES-E standard finalized by the Massachusetts Department of Environmental Protection on July 10, 2020, (b) the amended draft regulations of the Renewable Energy Portfolio Standard ("RPS") and Alternative Energy Portfolio Standard ("APS") as filed by the Department of Energy Resources on April 5, 2019, or the finalized versions of the same, and (c) the annual Clean Peak Energy Standard purchase obligations as filed by the Massachusetts Department of Energy Resources with the General Court on June 8, 2020. Any excess costs shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s) as set forth in Article 17 of the ESA.

Term: The period of delivery of All-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Eligible 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.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor does Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past-due greater than sixty (60) days.

Charnell Warfield
Charnell Warfield (Sep 3, 2020 10:11 CDT)