

AMENDMENT NO. 1 TO COMPETITIVE ELECTRIC SERVICE AGREEMENT

THIS AMENDMENT No. 1 (“Amendment”) is entered into on December 8, 2022 (“Effective Date”) between the Town of Tewksbury (“Town”) and Constellation NewEnergy, Inc. (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the Town and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated May 20, 2021 (“ESA”); and

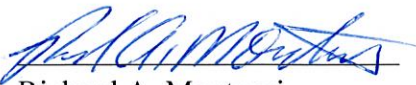
WHEREAS, the Town and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Article 18.5 due to a Change in Law event requiring the pricing set forth in the ESA to be updated to reflect an increase in the cost of the requirements of the Massachusetts’ Clean Energy Standard (including but not limited to the Clean Energy Standard Expansion).

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 Town and the Competitive Supplier agree as follows:

1. Exhibit A (“Prices and Terms”) of the ESA is hereby deleted in its entirety and replaced with the Exhibit A attached hereto.
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 any changes contained herein. All other provisions of the ESA remain in full force and effect. Any conflict between this Amendment and the ESA will be resolved in favor of this Amendment.
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, the Town and the Competitive Supplier have executed this Amendment effective as of the date first written above.

TOWN OF TEWKSBURY

By: 
Name: Richard A. Montuori
Title: Town Manager
Address: 1009 Main Street
Tewksbury, MA 01876

Dated: _____

CONSTELLATION NEWENERGY, INC.

W By: 
Name: Amanda Stewart
Title: Vice President of Retail Operations
Address: Constellation NewEnergy, Inc.
1001 Louisiana St., Suite 2300
Houston, Texas 77002

Dated: 12/15/2022

EXHIBIT A

PRICES AND TERMS Tewksbury's Community Choice Power Supply Program

Price by Rate Classification

STANDARD VOLUNTARY REC PRODUCT

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

Rate Class	Price for Period 1* (December 2021 – January 2023) \$/kWh	Price for Period 2* (February 2023 – December 2024) \$/kWh
Residential	\$0.10949	\$0.11052
Commercial/Streetlight	\$0.10949	\$0.11052
Industrial	\$0.10949	\$0.11052

**Rate includes operational adder of \$0.000 per kWh [max allowed \$0.001].*

OPTIONAL PRODUCT A [pending Department approval]

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

Rate Class	Price for Period 1* (December 2021 – January 2023) \$/kWh	Price for Period 2* (February 2023 – December 2024) \$/kWh
Residential	\$0.10756	\$0.10859
Commercial/Streetlight	\$0.10756	\$0.10859
Industrial	\$0.10756	\$0.10859

**Rate includes operational adder of \$0.000 per kWh [max allowed \$0.001].*

OPTIONAL VOLUNTARY REC PRODUCT B [pending Department approval]

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

Rate Class	Price for Period 1* (December 2021 – January 2023) \$/kWh	Price for Period 2* (February 2023 – December 2024) \$/kWh
Residential	\$0.11720	\$0.11823
Commercial/Streetlight	\$0.11720	\$0.11823
Industrial	\$0.11720	\$0.11823

**Rate includes operational adder of \$0.000 per kWh [max allowed \$0.001].*

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 December 2021 (billed in arrears, therefore the January 2022 billing statements) and terminating with the Participating Consumers' meter read dates for the month of January 2023 (billed in arrears, therefore the February 2023 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' meter read dates for the month of February 2023 (billed in arrears, therefore the March 2023 billing statements) and terminating with the Participating Consumers' meter read dates for the month of December 2024 (final bill in arrears, therefore the January 2025 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 (excluding costs or charges resulting from a Change in Law pursuant to Section 1.4 and Article 17). Prices include all adders and ancillary charges in effect on the Effective Date of Amendment No. 1 to this ESA, which costs and charges include Ancillary Services and Other ISO-NE Costs, Capacity Costs, Energy Costs, RPS Costs, CES Costs, CES-E Costs, CPP Costs, Fuel Security Costs and Line Loss as defined below. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: Subject to the terms and conditions of the ESA All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of December 2021.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to Massachusetts' Renewable Portfolio Standards, Alternative Energy Portfolio Standards, Clean Peak Energy Standard, Clean Energy Standards and Clean Energy Standards-Expansion starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department or Massachusetts DOER related to Renewable Energy requirements. The price stated above also includes the purchase of an additional 5% of MA Class I Voluntary RECs above minimum standards. This ESA includes a purchase of RECs sourced from Class I Renewable Resources in an amount equal to the percentage of the Participating Consumer's electricity usage described above, over and above any then-current Renewable Portfolio Standards, Clean Energy Standards or carbon reduction requirements applicable to alternative retail electric suppliers in Massachusetts. Competitive Supplier anticipates that the RECs delivered hereunder will be generated primarily by wind and solar facilities, but some portion of the RECs may be generated by landfill gas, biomass, or hydroelectric facilities, and Competitive Supplier reserves to the right to source the RECs from any qualifying Class I Renewable Resources. Each REC represents the environmental attributes associated with one MWh of electricity generated by a Renewable Resource, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. "Class I Renewable Resources" means any electric power generator meeting the eligibility criteria of a MA Class I renewable energy generating source as set forth in the Massachusetts's Renewable Energy Portfolio Standard, M.G.L.A. 25A § 11F and the regulations

promulgated thereunder, as applicable, as of the Effective Date of this ESA. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. RECs will be retired for all Participating Consumers collectively at the Program level.

For purposes of this ESA, Ancillary Services and Other ISO-NE Costs, Capacity Costs, Energy Costs, Renewable Portfolio Standards or RPS Costs, Alternative Energy Portfolio Standards, Clean Peak Energy Standards or CPP Costs, Clean Energy Standards or CES Costs, Clean Energy Standards-Expansion or CES-E Costs, Fuel Security Costs and Line Loss Costs mean the following:

“Ancillary Services and Other ISO-NE Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the ISO-NE Open Access Transmission Tariff and for other ISO-NE costs not otherwise described below.

“Capacity Costs” means a charge for fulfilling the capacity requirements for the account(s) imposed by the ISO-NE or otherwise.

“Energy Costs” means a charge for the cost items included in the locational marginal price for the applicable ISO zone for each account.

“Renewable Portfolio Standards (“RPS Costs”)” means the costs or charges associated with satisfying the obligations renewable portfolio standards (including MA Solar Carve-Out Program) at the levels required by current applicable law, and inclusive of the draft regulations filed by the Massachusetts DOER on April 5, 2019. **MA Solar Carve-Out Program** means solar renewable energy certificates or making alternative compliance payments to comply with currently applicable law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program costs are included in Renewable Portfolio Standards costs.

“Alternative Energy Portfolio Standards” means procurement of renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts DOER and in effect on the Effective Date of this ESA.

“Clean Peak Energy Standards (“CPP Costs”)” means the Massachusetts Clean Peak Program (Chapter 227 of the Acts of 2018, signed into law on August 9, 2018, and any associated regulations that may be promulgated by the Massachusetts DOER), including but not limited to procurement of clean peak certificates or making alternative compliance payments. CPP Costs are any and all additional costs associated with such compliance in effect as of the Effective Date of this ESA. The Town agrees and understands the prices in this Exhibit A **include** the regulations filed with the General Court on March 19, 2020 (“Filed Regulations”), and are considered a Fixed charge under this Agreement; provided, however, in the event the final regulations materially modify the anticipated costs under the Filed Regulations then such modification shall be deemed a Change in Law pursuant to Section 1.4 and Article 17.

“Clean Energy Standards (“CES Costs”)” means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75) finalized by the Massachusetts Department of Environmental Protection (“DEP”) in August 2017 and as amended in both December 2017 and July 2020 (“MA Clean Energy Standard”) and in effect as of the execution date of this ESA, as amended hereto. Any new regulations or modifications associated with the MA Clean Energy Standard promulgated by the Massachusetts DEP after

the execution date of this ESA, as amended hereto including the Amendment No. 1 to this ESA, shall be deemed a Change in Law pursuant to Section 1.4 and Article 17.

“Clean Energy Standards-Expansion (“CES-E Costs”)” means any costs or charges to ensure compliance with the expansion of the MA Clean Energy Standard creating a purchase obligation relating to the annual procurement from *existing* clean generators, including but not limited to, procuring renewable energy certificates or making alternative compliance payments.

“Fuel Security Reliability Program Costs (“Fuel Security Costs”)” means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements (“**COS Agreements**”), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the “**Mystic COS Agreement**”) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction (“**FCA**”) 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the “**Interim Winter Program**”). The Fuel Security Costs associated with the Mystic COS Agreement (“**Fuel Security Costs-COS**”) and the Interim Winter Program shall only include costs associated with the Mystic COS Agreement and/or cost associated with the Interim Winter Program, as applicable, as in effect as of the date of the full execution of this ESA. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO-NE tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement (including the approval of any other COS Agreements), modifications to the Interim Winter Program or any new or modified long-term market solutions implemented by ISO-NE and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 1.4 and Article 17.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

“MA Solar Carve-Out Program Costs” means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts DOER. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

“Massachusetts DOER” means the Commonwealth of Massachusetts’ Department of Energy Resources.

Optional Product A *[pending Department approval]*: The Competitive Supplier shall include Renewable Energy **Certificates (RECs)** in the All-Requirements Power Supply mix in an amount equal to Massachusetts’ Renewable Portfolio Standards, Alternative Energy Portfolio Standards, Clean Peak Energy Standard and Clean Energy Standards starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements.

Optional Voluntary REC Product B *[pending Department approval]*: The Competitive Supplier shall include Renewable Energy **Certificates (RECs)** in the All-Requirements Power Supply mix in an amount equal to Massachusetts' Renewable Portfolio Standards, Alternative Energy Portfolio Standards, Clean Peak Energy Standard and Clean Energy Standards starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements. The price stated above also includes the purchase of an additional 25% of MA Class I Voluntary RECs above minimum standards. This ESA includes a purchase of RECs sourced from Class I Renewable Resources in an amount equal to the percentage of the Participating Consumer's electricity usage described above, over and above any then-current Renewable Portfolio Standards, Clean Energy Standards or carbon reduction requirements applicable to alternative retail electric suppliers in Massachusetts. Competitive Supplier anticipates that the RECs delivered hereunder will be generated primarily by wind and solar facilities, but some portion of the RECs may be generated by landfill gas, biomass, or hydroelectric facilities, and Competitive Supplier reserves to the right to source the RECs from any qualifying Class I Renewable Resources. Each REC represents the environmental attributes associated with one MWh of electricity generated by a Renewable Resource, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. "**Class I Renewable Resources**" means any electric power generator meeting the eligibility criteria of a MA Class I renewable energy generating source as set forth in the Massachusetts's Renewable Energy Portfolio Standard, M.G.L.A. 25A § 11F and the regulations promulgated thereunder, as applicable, as of the Effective Date of this ESA. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. RECs will be retired for all Participating Consumers collectively at the Program level.

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.