

AMENDMENT NO. 1 TO COMPETITIVE ELECTRIC SERVICE AGREEMENT

THIS AMENDMENT No. 1 ("Amendment") is entered into on October 15, 2019 ("Effective Date") between the Town of Berlin ("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 8, 2018 ("ESA"); and

WHEREAS, the Town's municipal aggregation plan approved by the Massachusetts Department of Public Utilities in Docket 16-45 on September 7, 2016 provides that an Energy Manager Position may be funded through the aggregation by way of an additional adder payable to the Town ("Operational Adder"); and

WHEREAS, the Town wishes to exercise its right to fund an Energy Manager Position through the remainder of the Term of the ESA; and

WHEREAS, the Town and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Sections 18.5 and 18.11 in order to increase the Retail Price to incorporate an Operational Adder of \$0.002/kWh.

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 deleted in its entirety and replaced with the attached Exhibit A.
2. As of the Effective Date, the notice address for Competitive Supplier set forth in Section 18.3 of the ESA is deleted in its entirety and replaced with the following:

If to Competitive Supplier:

Constellation NewEnergy, Inc.
1001 Louisiana St., Suite 2300
Houston, Texas 77002
Attention: Legal Department

3. The Competitive Supplier shall make payment of the Operational Adder to the Town as set forth in Exhibit A and in accordance with Section 18.11 of the ESA.
4. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA.
5. This Amendment contains the entire understanding of the Parties with respect to the terms and conditions 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.
6. 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 BERLIN

By: Christine Keefe
Name: Christine Keefe
Title: Board of Selectmen, Chair
Address: 23 Linden Street
Berlin, MA 01503

Dated: _____

CONSTELLATION NEWENERGY, INC.

By: Nancy H. Fischer
Name: Nancy H. Fischer
Title: Vice President-Retail Ops
Address: Constellation NewEnergy, Inc.
1001 Louisiana St., Suite 2300
Houston, Texas 77002

Dated: _____

EXHIBIT A

**PRICES AND TERMS
Berlin's Community Choice Power Supply Program**

Price by Rate Classification

Rate Class	Price for Period 1* (July 2018 – Nov 2018) \$/kWh	Price for Period 2* (Nov 2018 – Nov 2019) \$/kWh	Price for Period 3** (Nov 2019 – Nov 2021) \$/kWh
Residential	\$0.10760	\$0.10999	\$0.11199
Commercial/ Streetlight	\$0.10760	\$0.10999	\$0.11199
Industrial	\$0.10760	\$0.10999	\$0.11199

**Rate includes Operational Adder of \$0.000 per kWh [no max].*

***Rate includes Operational Adder of \$0.002 per kWh [no max].*

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 July 2018 (billed in arrears, therefore the August 2018 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2018 (final bill, therefore the November 2018 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of November 2018 (billed in arrears, therefore the December 2018 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2019 (final bill, therefore the November 2019 billing statements).

Period 3 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of November 2019 (billed in arrears, therefore the December 2019 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2021 (final bill, therefore the November 2021 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. 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 July 2018.

Renewable Energy Credits/Renewable Portfolio Standards: The Price provided in the table above includes costs associated with meeting the Massachusetts' Renewable Portfolio Standards ("RPS") and Alternative Energy Portfolio Standards ("APS") starting with the year in which load is served on the Start-Up Service Date. Additionally, the price stated above includes the purchase of National Wind Renewable Energy Credits ("RECs") in an amount equal to 77% of the

Participating Consumer's load volume during the Term of this ESA. 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 as applicable or be certified by a third party. The table below shows the current state mandated (or estimated) RPS and APS requirements by year as well as the addition of the 77% National Wind RECs.

Compliance Year	State Mandated RPS + APS	National Wind RECs
2018	23.62%	77%
2019	24.94%	77%
2020	26.19%	77%
2021	27.19%	77%
	2021 % is estimated	

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.