

AMENDMENT No. 1 (“Amendment”) is entered into on June 20, 2019 between the Town of Ashland (“Town”) and Public Power, LLC (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the Town and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated May 24, 2018 (“ESA”); and

WHEREAS, the Town’s municipal aggregation plan approved by the Massachusetts Department of Public Utilities in Docket 15-86 on December 29, 2015 provides that an Energy Manager Position may be funded through the aggregation by way of an additional adder of up to \$0.001/kWh payable to the Town (“Operational Adder”); and

WHEREAS, the Town wishes to exercise its right to fund an Energy Manager Position through the remaining Program Term; and

WHEREAS, the Town and the Competitive Supplier have agreed to amend the ESA pursuant to the provisions of Articles 18.5 (last sentence) in order to update the pricing of the ESA to incorporate the Operational Adder of \$0.001/kWh to fund the Energy Manager Position.

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”) is deleted in its entirety and the attached Exhibit A inserted.
2. The Town will ensure that the Program’s website is viewable at <https://colonialpowergroup.com/ashland> and <https://www.ashlandmass.com/606/Community-Aggregation-Program> will be updated to reflect the updated pricing in the attached Exhibit A.
3. The Town will ensure that an updated public notice (currently listed at <https://www.ashlandmass.com/DocumentCenter/View/3944/Ashland---Public-Notice-618pdf>) is posted.
4. The Town will provide the Competitive Supplier with a completed W-9 and ACH form, and cancelled check (“Payment Documents”) to allow the Competitive Supplier to make payments to the Town.

5. The Competitive Supplier will remit the adder of \$0.001/kWh to the Town after it receives (i) the Payment Documents; and (ii) payment on All-Requirements Power Supply from Participating Consumers as outlined on Period 2 of Exhibit A.
6. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA.
7. 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.
8. 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 ASHLAND

By: 
Name: Michael D. Herbert
Title: Town Manager
Address: 101 Main Street
Ashland, MA 01721

Dated: 6/20/19

PUBLIC POWER, LLC

By: 
Name: Christian McArthur
Title: Chief Operating Officer
Address: 535 Connecticut Avenue, 6th Floor
Norwalk, CT 06854

Dated: June 21, 2019

Legal Approved _____
Date 6-20-19
Initials YJ7

EXHIBIT A

PRICES AND TERMS Ashland's Community Choice Power Supply Program

Price by Rate Classification

Rate Class	Price for Period 1* (June 2018 – July 2019) \$/kWh	Price for Period 2** (July 2019 – December 2020) \$/kWh
Residential	\$0.10947	\$0.11047
Small C&I	\$0.10947	\$0.11047
Med-Large C&I	\$0.10947	\$0.11047
Streetlight	\$0.10947	\$0.11047

*Rate includes Operational Adder of \$0.000/kWh [max allowed \$0.001].

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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 June 2018 (billed in arrears, therefore the July 2018 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of July 2019 (final bill, therefore the July 2019 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of July 2019 (billed in arrears, therefore the August 2019 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of December 2020 (final bill, therefore the December 2020 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 as well as the fee(s) described in Section 18.11 of the ESA. 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 June 2018.

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 and Alternative Energy Portfolio 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 National Wind RECs for a total amount equal to 100% Renewable Energy. 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 100% National Wind RECs.

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.