

AMENDMENT TO THE COMPETITIVE ELECTRIC SERVICE AGREEMENT

BY AND BETWEEN

DYNEGY ENERGY SERVICES (EAST), LLC

AND

TOWN OF WILLIAMSBURG

AMENDMENT No. 1 (“Amendment”) is entered into on July 14, 2022 between Dynegy Energy Services (East), LLC (“Competitive Supplier”) and the Town of Williamsburg (“Town”).

WITNESSETH:

WHEREAS, the Competitive Supplier and the Town and are parties to the Competitive Electric Service Agreement dated April 22, 2022 (“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.

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. Article 4.1 (“Term”) is amended to read in its entirety as follows:

“4.1 **Term** – This ESA shall commence on the Effective Date, *provided, however,* that Competitive Supplier’s obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers’ first meter read dates for the month of November 2022, unless terminated earlier under Article 4.2 below (“Term”).”

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

TOWN OF WILLIAMSBURG

By: *Denise Banister*
Name: Denise Banister
Title: Select Board, Chair
Address: 141 Main Street
Haydenville, MA 01039

Dated: 14 July 2022

DYNEGY ENERGY SERVICES (EAST), LLC

By: *Linda Ponikwia*
Linda Ponikwia (Jul 14, 2022 15:33 EDT)
Name: Linda Ponikwia
Title: Manager, Municipal Aggregations
Address: 312 Walnut Street, Suite 1500
Cincinnati, OH 45202

Dated: 7/14/2022

EXHIBIT A

PRICES AND TERMS

Williamsburg’s Community Choice Power Supply Program

Price by Rate Classification

Rate Class	Price for Period 1* (May 2022 – August 2022) \$/kWh	Price for Period 2* (August 2022 – November 2022) \$/kWh
Residential	\$0.14401	\$0.15849
Commercial / Streetlights	\$0.14401	\$0.15849
Industrial	\$0.14401	\$0.15849

**Rate includes operational adder of \$0.000 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 May 2022 (billed in arrears, therefore the June 2022 billing statements) and terminating with the Participating Consumers’ first meter read dates for the month of August 2022 (final bill, therefore the August 2022 billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers’ first meter read dates for the month of August 2022 (billed in arrears, therefore the September 2022 billing statements) and terminating with the Participating Consumers’ first meter read dates for the month of November 2022 (final bill, therefore the November 2022 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 (a) the Mystic generating station cost of service agreements, as approved by FERC in docket ER18-1639, and (b) ISO-NE Inventoried Energy Program, as approved by FERC June 18, 2020 (ER19-1428-003). 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 May 2022.

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 ESA 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 the final amendments to the regulations of the Renewable Energy Portfolio Standard (“RPS”) as filed by the Department of Energy Resources with the Joint Committee on Telecommunications, Utilities, and Energy on August 16, 2021.

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.

Melissa Goodwin
Melissa Goodwin (Jul 14, 2022 14:03 CDT)