

AMENDMENT No. 2 (“Amendment”) is entered into on February 23, 2023 between the Town of Tyngsborough (“Town”) and First Point Power, LLC (“Competitive Supplier”).

WITNESSETH:

WHEREAS, the Town and the Competitive Supplier are parties to the Competitive Electric Service Agreement dated May 18, 2021 (“ESA”); 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 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”) 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, the Town and the Competitive Supplier have executed this Amendment effective as of the date first written above.

**TOWN OF TYNGSBOROUGH**

By: 

Name: Matthew Hanson

Title: Town Administrator

Address: 25 Bryants Lane  
Tyngsborough, MA 01879

Dated: 2/23/23

**FIRST POINT POWER, LLC**

By: 

Name: Peter Schieffelin

Title: CEO

Address: 2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920

Dated: 03/16/2023

## EXHIBIT A

### PRICES AND TERMS Tyngsborough's Community Choice Power Supply Program

Price by Rate Classification

#### STANDARD PRODUCT – Meets MA Renewable Energy Requirement

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

| Rate Class                   | Price for Period 1*<br>(Nov 2021 – Dec 2022)<br>\$/kWh | Price for Period 2*<br>(Dec 2022 – May<br>2023)<br>\$/kWh | Price for Period 3*<br>(May 2023 – Nov 2024)<br>\$/kWh |
|------------------------------|--|---|--|
| Residential                  | \$0.10943  | \$0.13680   | \$0.13803  |
| Commercial<br>/ Streetlights | \$0.10943  | \$0.13680   | \$0.13803  |
| Industrial                   | \$0.10943  | \$0.13680   | \$0.13803  |

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

#### OPTIONAL PRODUCT – 100% National Wind RECs

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

| Rate Class                   | Price for Period 1*<br>(Nov 2021 – Dec 2022)<br>\$/kWh | Price for Period 2*<br>(Dec 2022 – May<br>2023)<br>\$/kWh | Price for Period 3*<br>(May 2023 – Nov 2024)<br>\$/kWh |
|------------------------------|--|---|--|
| Residential                  | \$0.11318  | \$0.14055   | \$0.14178  |
| Commercial<br>/ Streetlights | \$0.11318  | \$0.14055   | \$0.14178  |
| Industrial                   | \$0.11318  | \$0.14055   | \$0.14178  |

*\*Rate includes Operational Adder of \$0.000/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 November 2021 (billed in arrears, therefore the December 2021 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of December 2022 (final bill, therefore the January 2023 billing statements).

**Period 2 Pricing:** applies to service commencing with the Participating Consumers' first meter read dates for the month of December 2022 (billed in arrears, therefore the January 2023 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of May 2023 (final bill, therefore the May 2023 billing statements).

**Period 3 Pricing:** applies to service commencing with the Participating Consumers' first meter read dates for the month of May 2023 (billed in arrears, therefore the June 2023 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of November 2024 (final bill, therefore the November 2024 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 November 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 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 of Amendment No. 2 to 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.

**Optional Product:** 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 of Amendment No. 2 to 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. 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 certified by a third party such as Green-e. **[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, who elected to opt into the Program, are free to opt-out of the Program utilizing established EDI drop protocols. Such 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 Participating Consumer, nor does Competitive Supplier require any Participating 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.