

This Amendment No. 1, dated April 30, 2015 ("Amendment No. 1") to the Competitive Electric Service Agreement dated November 20, 2014 ("Agreement") between the Town of Greenfield, Massachusetts (the "Town") and Consolidated Edison Solutions, Inc (the "Competitive Supplier").

WHEREAS, the Town and Competitive Supplier wish to amend the Agreement to extend the Term (as defined in the Agreement) and revise the pricing.

NOW, THEREFORE, the Town and Competitive Supplier enter into this Amendment No. 1 subject to the terms and conditions below.

1. Section 6.1 ("Term") of the Agreement is amended by deleting "December 31, 2015" and inserting "December 31, 2016" therefor.
2. Exhibit A to the Agreement is deleted in its entirety and replaced by Exhibit A-2, attached hereto.
3. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 effective as of the date first set forth above.

**CONSOLIDATED EDISON SOLUTIONS, INC.**

By: Jorge J. Lopez / PSM  
Name: Jorge J. Lopez  
Title: President and Chief Executive Officer  
Address: 100 Summit Lake Drive Valhalla, NY 10595

**TOWN OF GREENFIELD**

By: William F. Martin  
Name: William F. Martin  
Title: Mayor  
Address: 14 Court Square, Greenfield, MA 01301

## EXHIBIT A-2

### PRICES AND TERMS Greenfield Community Light and Power Electricity Supply Program

#### Price by Rate Classification

**Standard Product** (all Eligible Consumers will be enrolled in the Standard Product unless they Opt Out prior to enrollment or elect the Optional Product)

All prices are fixed and inclusive of all ancillary services and quoted in \$ per kWh.

Rate Class*	Price (\$/kWh)			
	Jan 15 thru Aug 15	Aug 15 thru Dec 15	Dec 15 thru Jul 16	Jul 16 thru Jan 17
Residential	.1295	.1099	.1244	.1144
Small Business	.1299	.1092	.1237	.1137
Medium and Large Business	.1257	.1084	.1229	.1129

\*Rate classes for Residential, Small Business, and Medium and Large Business as established in the Basic Service categories of the local distribution company.

**Optional Product** (Eligible Consumers will be enrolled in this option which includes the purchase of renewable energy certificates as described below, only if they affirmatively elect this option)

All prices are fixed and quoted in \$ per kWh as the price adder to be added to the prices in the table above for the Standard Product, for consumers that affirmatively elect the Optional Product

Rate Class	Price (\$/kWh)
Residential	.0166
Small Business	.0166
Medium and Large Business	.0166

#### Terms for System Supply Service

##### Renewable Energy in System Supply:

1. **Renewable Portfolio Standard:** The Competitive Supplier shall include Renewable Energy in the All Requirements Power Supply mix in an amount no less than that required by any Governmental Authority, including laws, regulations or policies adopted pursuant

to the provisions of G.L. c. 26A, section 11F and 11F1/2, starting with the requirement on the Start-Up Service Date, or pay all penalties imposed by any Governmental Authority related to Renewable Energy requirements.

2. **Standard Product:** Competitive Supplier shall include the purchase of RECs as specified below:

<b>Technology</b>			<b>% of Total</b>
RECS to satisfy all requirements of the MA RPS and APS			As required
ME Class II Hydro			RECs required to hit 100% below
Total			100%

3. **Optional Product:** Competitive Supplier shall include the purchase of RECs as specified below:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>		Contract lapsing in 2015	Contract lapsing in 2016)	Contract lapsing in 2017
<b>2</b>	RECS to satisfy all requirements of the MA RPS and APS	As required	As required	As required
<b>3</b>	Additional MA Class 1 Wind	20%	20%	20%
<b>4</b>	ME Class II Hydro	RECs required to hit 100% below	RECs required to hit 100% below	RECs required to hit 100% below
<b>5</b>	Total	100%	100%	100%
<b>6</b>	Price adder in \$ per kWh to be added to Table 1 and 2 prices	\$.0166	\$.0166	\$

Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the RECs for the Standard and Optional Products. All such RECs shall either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party satisfactory to the Town such as Green-e.

**Term:** The period of delivery of All Requirements Power Supply shall commence with Participating Consumers' first meter read date after December 31, 2014 and terminate with Participating Consumers' first meter read date after December 31, 2016, unless terminated earlier under Article 6.

**Eligible Consumer Opt-Out:** Participating Consumers are free to opt-out of the Program using the procedures described in Exhibit C. 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 a Basic Service in the event that the Participating Consumer fails to pay to Competitive supplier amounts past-due greater than sixty (60) days.

**Consultant Commission:** All prices quoted above include a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage payable to Peregrine Energy Group, the consultant hired by the Town to develop, implement, and administer the Program. The Competitive Supplier agrees to include this commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this Agreement. The competitive supplier shall pay the commission fee ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distribution Company. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this Agreement.