

FIRST AMENDMENT  
to  
COMPETITIVE ELECTRIC SERVICE AGREEMENT  
Between Town of Bellingham, Massachusetts  
and NextEra Energy Services Massachusetts, LLC

November 12<sup>th</sup>, 2020

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This First Amendment to the Competitive Electrical Services Agreement (“First Amendment”) is entered into on this the 12<sup>th</sup> day of November, 2020 by and between Town of Bellingham, MA with an address of 10 Mechanic St., Bellingham, MA, 02019 (“Town”) by and through its Board of Selectmen and NextEra Energy Services Massachusetts, LLC with an address of 20455 State Hwy 249, Suite 200, Houston, TX 77070 a Delaware limited liability company (the “Competitive Supplier”).

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, (“Restructuring Act”), which, *inter alia*, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an Aggregation Plan and conduct aggregation programs; and

WHEREAS, the Town is authorized pursuant to a vote of the May 25, 2016 Town Meeting to establish a municipal electrical aggregation plan and program; and

WHEREAS, the Town has developed an electricity supply program (“Program”) to aggregate the electric loads of consumers located within the Town and to negotiate competitive rates for the supply of electricity for such consumers; and

WHEREAS, the Town has received approval of its Program from the Massachusetts Department of Public Utilities (“Department”) on Nov 22, 2016 and

WHEREAS, the Competitive Supplier and Town entered into a Competitive Electric Service Agreement dated May 12, 2020 (“Agreement”), pursuant to which Competitive Supplier will provide All-Requirements Power Supply to consumers located within the Town, pursuant to the terms and conditions of the Program and such Agreement as an alternative to Basic Service for consumers within the Town; and

WHEREAS, the Competitive Supplier and Town recognize the finalization of the regulations concerning the Clean Energy Standard – Expansion and Clean Peak Energy Standard as “Regulatory Events” under the Agreement; and

WHEREAS, the Town and the Competitive Supplier wish to amend the Agreement to reflect the impact of such final regulations upon the Retail Price.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below the Town and the Competitive Supplier agree as follows:

1. The tables in Exhibit A of the Agreement are hereby deleted in their entirety and replaced with the following:

**Standard Product:** all participants are enrolled in this option unless they opt out.

<i>REC Requirements</i>		<i>Price</i>
<i>(RPS/APS)</i>	<i>Statutory requirement</i>	<i>\$0.10755</i>
<i>MA Class 1 Voluntary</i>	<i>NA</i>	<i>NA</i>
<i>Total</i>		<i>\$0.10755</i>

**Optional Greener Products:** to enroll in this option participant must affirmatively opt in. This product includes Voluntary MA Class 1 RECs equal to 84% of the load.

<i>REC Requirements</i>		<i>Price</i>
<i>RPS/APS compliant supply</i>	<i>Statutory requirement</i>	<i>\$0.10755</i>
<i>MA Class 1 Voluntary</i>	<i>84% of load</i>	<i>\$0.03108</i>
<i>National Wind</i>	<i>0% of load</i>	<i>n/a</i>
<i>Total</i>	<i>Statutory requirement + 84% of load</i>	<i>\$0.13863</i>

"Voluntary RECs" means Renewable Energy Certificates that are in addition to RECs required by MGL c 25A

2. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

3. This First Amendment contains the entire understanding of the Competitive Supplier and Town with respect to the amendment contained herein. All other provisions of the Agreement remain in full force and effect.

4. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. Facsimiles and or copies of signatures shall be deemed originals for purposes of the execution of this First Amendment.


IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date on which both parties have executed it below.

**COMPETITIVE SUPPLIER**



By: \_\_\_\_\_  
Name: Brian Landrum  
Title: President  
Address: 20455 SH 249 Ste 200, Houston, TX 77070  
Dated: November     , 2020

**TOWN OF BELLINGHAM, MASSACHUSETTS**

By:   
Name: Denis Fraine  
Title: Town Administrator  
Address: 10 Mechanic St., Bellingham, MA 02019  
Dated: November 12<sup>th</sup>, 2020