

AMENDMENT NO. 1
TO THE
COMPETITIVE ELECTRIC SERVICE AGREEMENT
BY AND BETWEEN
TOWN OF LINCOLN
AND
FIRST POINT POWER, LLC

THIS AMENDMENT TO COMPETITIVE ELECTRIC SERVICE AGREEMENT (the “Amendment”) effective as of January 26, 2021 (the “Effective Date”) is entered into by and between **FIRST POINT POWER, LLC**, a Rhode Island Corporation (“Competitive Supplier”) and **TOWN OF LINCOLN** (the “Town”). Competitive Supplier and the Town may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Competitive Supplier and the Town have entered into that certain Competitive Electric Service Agreement dated December 1, 2020, and as amended to date (the “Agreement”); and

WHEREAS, Competitive Supplier and the Town desire to amend the Voluntary REC requirements in Exhibit A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
2. In all other respects the above-referenced Agreement is not modified by this Amendment. All other terms and conditions of the above-referenced Agreement not expressly modified in this Amendment shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.
4. This Amendment is binding on and inures to the benefit of Competitive Supplier and Town and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Competitive Supplier and the Town have executed this Amendment effective as of the Effective Date set forth above.

FIRST POINT POWER, LLC

By: Jeff Gordon

Name: Jeff Gordon

Title: Pricing Manager

Date: 1/27/2021

TOWN OF LINCOLN

By: Timothy S. Higgins

Name: Timothy S. Higgins

Title: Town Administrator

Date: 1/28/21

EXHIBIT A

PRICES AND TERMS

Price Structure

All prices are for **All-Requirements Power Supply** quoted in \$ per kWh, one combined price for all rate classes and include a minimum of the RPS / APS supply mix required by MGL c 25A.

Start date: first meter read dates on or after **March 1, 2021**

End date: first meter read dates on or after **January 1, 2023**

Standard Product: all participants are enrolled in this option unless they opt out. This product includes the statutory mix plus Voluntary MA Class I RECs from wind equal to **27%** of the load.

REC Requirements		Price
RPS/APS compliant supply	<i>Statutory requirement</i>	0.10565
MA Class 1 Voluntary RECs (from wind only)	27% of load	0.01160
Total	<i>Statutory requirement + 27% of load</i>	0.11725

Optional Greener Product: to enroll in this option participants must affirmatively opt in. This product includes the statutory mix plus Voluntary MA Class I RECs from wind equal to **100%** of load minus the statutory requirement.

REC Requirements		Price
RPS/APS compliant supply	<i>Statutory requirement</i>	0.10565
MA Class 1 Voluntary (from wind only)	2021 – 82% of load 2022 – 80% of load 2023 – 78% of load	0.03478
Total	100% of load minus the MA Class I statutory requirement	0.14043

Optional Budget Product: to enroll in this option participant must affirmatively opt in. This product includes the statutory mix, plus Voluntary MA Class I RECs from wind equal to **2%** of the load.

REC Requirements		Price
Brown Power (RPS/APS)	<i>Statutory requirement</i>	0.10565
MA Class 1 Voluntary (from wind only)	2% of load	0.00086
Total		0.10651

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

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. 25A, 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:** (See above)
3. **Green Option:** Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the RECs for the Standard and the Green Option. All such RECs shall be created and recorded in the New England Power Pool Generation Information System or be certified by a third party satisfactory to the City such as Green-e.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program. There are no fees, penalties or charges for Participating Consumers to opt-out or terminate service at any time.

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 Mass Power Choice, LLC., 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 in monthly installments on the fifteenth (15th) of each month (or, if the 15th falls on a weekend or holiday, then on the next Business Day thereafter) based on monies received from the LDC pertaining to Participating Consumers in the prior calendar month. 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.

Operational Adder: In addition to the prices quoted above, Competitive Supplier shall collect an Operational Adder (a fee), if so directed by the Town. The Town shall provide a minimum of 30-day notice to the Competitive Supplier requesting implementation of the Operational Adder, and may do so no more than two times in any 12 month period. The Operational Adder shall be implemented by the Supplier in the bills to Participating Consumers on the first meter read for each Participating Consumer occurring a minimum of 30 days following the Town's notice,

unless the Town establishes a later meter read date in such notice. The Competitive Supplier agrees to include this Operational Adder in the Price for energy and to make the monthly payments to the Town on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this Agreement. The Competitive Supplier shall pay the Operational Adder in monthly installments fifteen (15) business days following the final meter read in any given LDC Read Month. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.