

**AMENDMENT NO. 2**

**TO THE**

**COMPETITIVE ELECTRIC SERVICE AGREEMENT**

**BY AND BETWEEN**

**TOWN OF WESTBOROUGH**

**AND**

**DYNEGY ENERGY SERVICES (EAST), LLC**

**THIS AMENDMENT TO COMPETITIVE ELECTRIC SERVICE AGREEMENT** (the “Amendment”) effective as of August 24, 2020 (the “Effective Date”) is entered into by and between **DYNEGY ENERGY SERVICES (EAST), LLC**, a Delaware limited liability company (“Competitive Supplier”) and **TOWN OF WESTBOROUGH** (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 April 29, 2020, and as amended to date (the “Agreement”); and

**WHEREAS**, Competitive Supplier and the Town desire to amend the Optional Greener Products paragraph of Exhibit A.

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

- Exhibit A – Optional Greener Products shall be deleted in its entirety and replaced with the following:

**Optional Greener Products:** to enroll in this option participant must affirmatively opt in. This product includes Voluntary MA Class I RECs equal to 100% of the load minus the statutory requirement

<b>REC Requirements</b>		<b>Price</b>
RPS/APS compliant supply	<i>Statutory requirement</i>	\$0.09709
MA Class 1 Voluntary RECs	<b>84% of load in 2020</b> <b>82 % of load in 2021</b> <b>80% of load in 2022</b> <b>78% of load in 2023</b>	\$0.02876
<b>Total</b>	100% of load minus statutory requirement	\$0.12585

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.

**DYNEGY ENERGY SERVICES (EAST), LLC      TOWN OF WESTBOROUGH**

MF  
Mark Fanning (Sep 14, 2020 17:17 CDT)  
By: \_\_\_\_\_  
Name: Mark Fanning  
Title: Senior Director  
Date: Sep 14, 2020

By: Kristi Williams  
Name: Kristi Williams  
Title: Town Manager  
Date: 9/9/2020

Charnell Warfield  
Charnell Warfield (Sep 14, 2020 16:50 CDT)