

**FIRST EXTENSION AGREEMENT TO
ELECTRICITY SERVICE AGREEMENT
FOR COMMUNITY CHOICE AGGREGATION**

This FIRST EXTENSION AGREEMENT TO ELECTRICITY SERVICE AGREEMENT FOR COMMUNITY CHOICE AGGREGATION (the "First Extension") is entered into and made effective as of October 8, 2020, by and among Direct Energy Services, LLC ("Competitive Supplier") and Town of Chazy ("Municipality") and Good Energy, L.P. ("CCA Administrator"), each of which is referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties have entered into an Electricity Service Agreement for Community Choice Aggregation effective as of May 3, 2019 (the "Agreement"), pursuant to which Competitive Supplier, an entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) provides Full-Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and Agreement;

WHEREAS, the Agreement is to expire on or about the first customer meter read date after December 1, 2020; and

WHEREAS, pursuant to Article 4.4 of the Agreement, the Parties desire to further extend the Agreement to further continue the Town of Chazy Community Choice Aggregation on the terms set forth herein ("First Extension Period").

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are hereby incorporated into this First Extension and made a part hereof. Capitalized terms used herein shall have the same meaning as set forth in the Agreement, as amended, unless otherwise indicated herein.

2. Extension. In accordance with Article 4.4 of the Agreement, the Parties hereby mutually agree that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall now be extended and terminate with the Participating Consumers' first meter read determined by the Parties and delineated in Exhibit A, attached hereto and made a part hereof, unless terminated earlier under Article 4.2 of the Agreement. Term shall not exceed 36 months.

3. Extension Schedule of Prices and Terms. Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein during the First Extension Period in accordance with the prices and terms included in Exhibit A to this First Extension, which Exhibit is hereby incorporated by reference.

4. Representations and Warranties. Each of the Parties represents and warrants to the other Parties that each of the undersigned has the authority to act on behalf of such Party, to execute and deliver this First Extension on behalf of such Party, and to bind such Party to the terms and conditions of this First Extension. None of the Parties has relied upon any representations or statements made by any other Party with respect to this First Extension which are not specifically set forth in this First Extension.

5. Governing Law. This First Extension will be governed and construed in accordance with the laws of the State of New York, United States of America.

6. Amendment and Waiver. This First Extension may be amended only by a written agreement signed by the Parties to be charged with any such amendment. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay in exercising any right, power or privilege under this First Extension will operate as a waiver of such right, power or privilege, and no single or partial excuse of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or any other right, power or privilege.

7. Effect of First Extension; Entire Agreement. This First Extension, together with the Agreement, contains the entire agreement and understanding between the Parties respecting the subject matter hereof, and supersedes all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations and warranties, whether written or oral, made by and among the Parties concerning the matters covered by this First Extension.

8. No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this First Extension. In the event of an ambiguity or a question of intent arises, this First Extension shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of authorship of any of the provisions of this First Extension.

9. Counterparts; Electronic Transmission. This First Extension may be executed in one or more counterparts, none of which need contain the signatures of each of the parties and each of which shall be deemed an original. The Parties may deliver executed signature pages to this First Extension by facsimile or e-mail transmission. No Party shall raise as a defense to the formation or enforceability of this First Extension as a contract, and each Party forever waives any such defense, either (i) the use of facsimile or e-mail transmission to deliver a signature or (ii) the fact that any signature was signed and subsequently transmitted via facsimile or e-mail transmission.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth above.

COMPETITIVE SUPPLIER

Direct Energy Services, LLC,

By: 

Name: Brent Gaskamp

Title: Vice President, Business Development

MUNICIPALITY

Town of Chazy, NY

By: William J ARTHUR Town of CHAZY

Name: William J Arthur

Title: CHAZY TOWN SUPERVISOR

CCA ADMINISTRATOR

Good Energy, L.P.

By: _____

Name: _____

Title: _____

**FIRST EXTENSION
EXHIBIT A-Part 1
PRICES AND TERMS – STANDARD PRODUCT**

Firm Full-Requirements Price by Rate Classification for all Participating Consumers located in **New York State Electric & Gas** territory commencing service on the first Consumer meter-read date after December 1, 2020.

Table 1:

Rate Class	Fixed Price per kWh
Residential	\$0.03975
Small Commercial	\$0.03975

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read dates after December 1 2020 and continue until the first Consumer meter read dates after December 1 2022, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer's first meter read dates after December 1, 2020.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy and Renewable Energy Certificates in the Firm Full-Requirements Power Supply mix in an amount equal to New York State's Renewable Portfolio Standards in a manner designated by New York State.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. 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 will 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 Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

**FIRST EXTENSION
EXHIBIT A-Part 2
PRICES AND TERMS- 100% RENEWABLE CLEAN POWER PRODUCT**

Firm Full-Requirements Price for 100% Renewable Clean Power Product by Rate Classification for all Participating Consumers located in New York State Electric & Gas territory commencing service on the first Consumer meter-read dates after December 1, 2020.

Table 3:

Rate Class	Fixed price per kWh
Residential	\$0.04912
Small Commercial	\$0.04912

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read dates after December 1, 2020 and continue until the first Consumer meter read dates after December 1, 2022 unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of 100% Renewable Clean Power Product shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: 100% Renewable Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer's first meter read dates after December 1, 2020.

This Exhibit A-Part 2 includes a purchase of Renewable Energy Certificates sourced from hydropower, solar energy or wind energy generating facilities ("RECs") in an amount equal to 100% of the Participating Consumers' electricity usage, over and above any then-current renewable portfolio standard, clean energy standards or carbon reduction requirements applicable to alternative retail electric suppliers in New York. Each REC represents Attributes associated with one MWh of electricity generated by a renewable fuel type defined by the New York Generation Tracking System ("NYGATS") Operating Rules, dated May 18, 2018, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. 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 will 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 Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.