



SALES CONFIRMATION

FIXED+SELECT

This Sales Confirmation supplements, forms a part of and is expressly subject to that certain Master Retail Electricity Sales Agreement (the 'Master Agreement') dated May 20, 2021, as may be amended from time to time, (which is incorporated herein for all purposes, and along with this Sales Confirmation, is collectively referred to as the 'Agreement') between **Town of Colchester, Connecticut** ('Buyer') and **EDF Energy Services, LLC** ('Seller'). Buyer and Seller may be individually referred to as 'Party' or collectively as 'Parties'. Terms that are capitalized but not otherwise defined in this Sales Confirmation shall have the meaning(s) ascribed to such terms in the Master Agreement or as defined in the applicable ISO tariff. In the event of inconsistency between the terms of this Sales Confirmation and the terms of the Master Agreement, the terms and conditions of the Sales Confirmation shall prevail. The Parties have agreed to transact as set forth below.

Sales Confirmation Effective Date: **May 20, 2021**

Start Date: The Service Start Date shall be the utility meter read occurring on or about **01/01/2022**

End Date: The Service End Date shall be the utility meter read occurring on or about **12/01/2025**

Term: **47 Months**

Pricing: Buyer will pay, for any Usage during the Term, an amount equal to (1) Metered Usage multiplied by the Contract Price (or the Transition Price, if applicable), (2) charges associated with Pricing Components marked with a 'P' in Figure 1 and (3) any Other Charges not included in the Contract Price and specified in this Sales Confirmation.

Contract Price: The Contract Price shall be **\$68.75** per MWh.

Price Components: As shown in Figure 1, Buyer shall be invoiced on a pass-through basis for those Price Components that are marked with a 'P'. Price Components marked with 'F' shall be included in the Contract Price.

Figure 1:

Energy Charge	F
Capacity Charge	P
Locational Forward Reserve ("LFR")	F
Reliability Must Run ("RMR")	F
Ancillary & Settlement Charges/Credits	F
Renewable Portfolio Standards Charge ("RPS")	F
Interim Winter Solution	F
Fuel Security RMR	F

The Contract Price does not include the following items ("Other Charges") which will be Passed Through:

1. DSP charges and credits invoiced to Seller by the applicable DSP for each Delivery Point.
2. All taxes and assessments imposed on the retail sales of electricity, including sales tax and reimbursement for miscellaneous gross receipts taxes. This shall include all federal, state, municipal and local taxes, duties, fees or other charges imposed on Seller by any governmental authority, directly or indirectly, with respect to the electricity and other related products and services provided by Seller to Buyer's Service Accounts including any taxes enacted after the Effective Date.

General Definitions



1. **Ancillary & Settlement Charges/Credits** - Applicable charges and/or credits for ancillary services and other ISO charges and credits as set forth in the applicable ISO Tariff and for other ISO costs not otherwise included in any of the defined cost components set forth herein. Applicable Ancillary Service Charges will be allocated based on Buyer's \$/MWh share of Seller's total portfolio costs for Ancillary Services.

2. **Capacity Charge** - A charge for fulfilling resource adequacy requirements imposed by the ISO or otherwise.

3. **Fuel Security RMR** – An ancillary charge by the ISO-NE which recovers costs to compensate resources retained for fuel security, as approved by FERC . ISO New England Inc., 165 FERC ¶61,202 (December 3, 2018 Order).

4. **ISO** - ISO means the applicable Independent System Operator.

5. **Interim Winter Solution** – The Interim Winter Security Program, also known as the Inventoried Energy Program, is an ancillary charge administered by the ISO-NE (FERC Docket No. ER19-1428-001). This charge is not applicable prior to 12/1/2023.

6. **Load Zone** - A geographic area established by the applicable ISO from which the ISO derives aggregated data of MW-Hour net energy for load, and for which the ISO publishes prices used for settlement purposes. The applicable Load Zone(s) for Seller's account(s) are set forth in Figure 2.

7. **Locational Forward Reserve ('LFR')** - A charge by the ISO to ensure Capacity can be provided which allows the ISO to keep electricity flowing in the event of any unexpected outages.

8. **Reliability Must Run ('RMR')** - Quantity of energy measured in kWh or MWh of output used by the ISO to ensure system reliability.

9. **Renewable Portfolio Standards Charge ('RPS')** - Charges incurred by Seller to satisfy Renewable Portfolio Standard requirements associated with Buyer's Delivery Point(s) specified in Figure 2.

10. **Service Account Number** - The unique numerical identifier of a meter for which Buyer requests service as specified in Delivery Point (s) Table, Figure 2.

Miscellaneous Provisions

On-Site Generation Disclosure: The Buyer hereby represents and warrants to Seller that there is no existing on-site generation installed at any of Buyer's Delivery Point(s) set forth in this Sales Confirmation, except as listed in Table 1 below. For any anticipated Material Reduction in Metered Usage related to new (or increased) self-generation, Buyer shall provide written notice to Seller no less than ninety (90) days prior to the anticipated change. Material Reduction shall mean Buyer's Metered Usage reduces by more than 15% as compared to Baseline Usage. If Seller determines that Buyer's Metered Usage has materially changed as a result of new or increased self-generation, Seller may add to the amount paid by Buyer, as specified in the Pricing section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from the change in Metered Usage.

Table 1:

Facility Name	Generation Type	Nameplate Capacity

Baseline Usage: 'Baseline Usage' shall mean the average twelve (12) months of usage identified in Table 2.

Table 2 (MWh):

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
450	407	433	375	250	287	374	385	351	338	365	428



Usage Beyond Expiration: In the event Buyer does not timely execute a new agreement prior to the Service End Date, whether by expiration or termination, then electricity supply services may continue hereunder following the Service End Date on a month to month basis until a new agreement is executed upon mutual agreement of the Parties (the 'Transition Period'). In lieu of the pricing described in this Agreement, Buyer shall pay Seller an amount during the Transition Period for full requirements service and a market adjusted price as determined by Seller in its sole and exclusive discretion for the relevant Delivery Point for the Account(s) plus \$5.00 per MWh (the 'Transition Price' or 'TP') The amount owed by Buyer to Seller during the Transition Period shall be the product of the Transition Price and the Metered Usage adjusted to include Distribution and Transmission Losses.

Adding and Deleting Accounts: Buyer is permitted to add or delete ESAs provided that there is no Event of Default by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. In the event that ESAs are added and/or deleted, the Parties shall modify the Service Accounts list accordingly subject to a 5% Metered Usage change allowance as compared to Baseline Usage provisions contained within the Sales Confirmation. However, the Parties hereby agree that no formal written Amendment to the Sales Confirmation shall be required if Service Accounts are simply being added/deleted without any additional changes to the respective Sales Confirmation.

Billing and Payment Terms: The Delivery Point(s) set forth shall be billed according to Dual bill methodology. Applicable to this Sales Confirmation, payment shall be due to Seller thirty (30) days after the billing date on the Buyer's invoice or the transmittal date on the email, whichever is later.

Customer Protection Rules: Buyer and Seller acknowledge and agree that, to the extent permitted by law, Buyer waives the application of consumer protection rules of the Connecticut Public Utilities Authority ('PURA'), as now in effect or subsequently amended, that are intended to protect residential and very small commercial consumers. If there is any conflict between such consumer protection rules and this Agreement, the Parties acknowledge that this Agreement will control.

Invoices: Email: customercare@edfenergyna.com

For Emergencies, Outages and Equipment Service, call your respective DSP ('wires' company) below. For verification purposes, use your DSP Account Number.

DSP	Contact Number
United Illuminating	(800) 722-5584
Connecticut Light and Power	(888) 427-5632

Signatures on next page.



IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Sales Confirmation Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

“BUYER”

Town of Colchester, Connecticut

By: _____

[Signature]

Name: _____

Title: _____

Date: _____

“SELLER”

EDF Energy Services, LLC

By: _____

[Signature]

Name: _____

Title: _____

Date: _____



Figure 2

Delivery Point(s):

	DSP Account Number	Service Address	City	State	Zip Code	Load Zone	Utility	Est Start Date
1	51990103095	Flatbrook Road	East Hampton	CT	06424	CT	CLP	1/10/2022
2	51975903063	55 Elmwood Heights	Colchester	CT	06415	CT	CLP	1/18/2022
3	51723503017	584 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/18/2022
4	51673292066	55 Cabin Road	Colchester	CT	06415	CT	CLP	1/18/2022
5	51671003051	31 Prospect Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
6	51276934015	140 Taintor Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
7	51572603009	611 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/21/2022
8	51895013001	215 Halls Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
9	51162903017	215 Halls Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
10	51480492081	215 Halls Hill Road	Colchester	CT	06415	CT	CLP	1/25/2022
11	51642134092	315 Halls Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
12	51008392011	Town Green service	Colchester	CT	06415	CT	CLP	1/18/2022
13	51044903052	215 Old Hebron Road	Colchester	CT	06415	CT	CLP	1/18/2022
14	51130203052	52 Old Hartford Road	Colchester	CT	06415	CT	CLP	1/18/2022
15	51150992097	Packwood Road	Colchester	CT	06415	CT	CLP	1/26/2022
16	51229392063	95 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/18/2022
17	51280503053	127 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/18/2022
18	51321492019	300 Old Hartford Road	Colchester	CT	06415	CT	CLP	1/18/2022
19	51452392038	424 Westchester Road	Colchester	CT	06415	CT	CLP	1/18/2022
20	51462392069	215 Old Hebron Road	Colchester	CT	06415	CT	CLP	1/18/2022
21	51553903055	8 Linwood Avenue	Colchester	CT	06415	CT	CLP	1/18/2022



22	51702492059	40 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/18/2022
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23	51972992044	215 Old Hebron Road	Colchester	CT	06415	CT	CLP	1/18/2022
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24	51991603093	215 Old Hebron Road	Colchester	CT	06415	CT	CLP	1/18/2022
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25	51855292074	Street Lights	Colchester	CT	06415	CT	CLP	1/4/2022
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26	51752103085	Loc 028-209	Colchester	CT	06415	CT	CLP	1/4/2022
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27	51507792042	Town Wide Streetlights	Colchester	CT	06415	CT	CLP	1/11/2022
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28	51183292044	Loc28-205/Pole 2965	Colchester	CT	06415	CT	CLP	1/4/2022
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29	51719534042	367 Halls Hill Road	Colchester	CT	06415	CT	CLP	1/18/2022
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30	51672603008	611 Norwich Avenue	Colchester	CT	06415	CT	CLP	1/21/2022
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31	51259503035	36 Highwood Circle	Colchester	CT	06415	CT	CLP	1/18/2022
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32	51160492070	183 Lebanon Avenue	Colchester	CT	06415	CT	CLP	1/18/2022
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33	51652903048	78 Lake Hayward Road	Colchester	CT	06415	CT	CLP	1/18/2022
