



**SALES CONFIRMATION**

**FIXED+SECURE**

This Sales Confirmation supplements, forms a part of and is expressly subject to that certain Master Retail Electricity Sales Agreement (the 'Master Agreement') dated November 15, 2023, 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 **City of Bristol, Connecticut** ('Buyer') and **BP Energy Retail Company 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:** **November 15, 2023**

**Start Date:** The Service Start Date shall be the utility meter read occurring on or about **06/01/2024**

**End Date:** The Service End Date shall be the utility meter read occurring on or about **06/01/2027**

**Term:** **36 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 **\$104.99** 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	F
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

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.

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**Interim Winter Solution:** The Contract Price includes costs associated with Interim Winter Solution; provided, however, Seller may adjust that component of the contract price on an annual basis starting Dec'24 based on change in Interim Winter Solution rates as posted by ISO-NE. □

### 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). This charge is not applicable prior to 6/1/2022 and after 5/31/2024 .

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 and after 2/28/2025.

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')** - A charge for the market-based and/or ISO-administered costs, where applicable, reasonably calculated 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

**Material Change:** Buyer shall notify Seller of any change in its operations or activities that could reasonably be expected to result in a material change in Buyer's Metered Usage during the Term within a commercially reasonable period of time prior to the implementation of such change. 'Material change' shall mean Buyer's Metered Usage changes by more than 25% as compared to Baseline Usage and lasting more than 2 billing cycles. 'Baseline Usage' shall mean historical usage as measured by the DSP for the most recent 12-month period prior to the Service Start Date. In the event that such 12-month period data is not available, the Baseline Usage shall be determined based upon best available usage information. If Seller determines that Buyer's Metered Usage (a), as established by the DSP has materially changed or (b) is likely to materially change, in either case, as compared to past practice or the historical data provided by the DSP for Buyer's Delivery Points, Seller may, in addition

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to other remedies provided for herein, 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, as applicable, the change to Metered Usage.

**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
1691	1629	1621	1459	1669	1471	1803	1677	1673	1416	1380	1498

**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. The Parties hereby agree that a formal written Addendum 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 Rate Ready 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.

**For Questions regarding Invoices, Billing Disputes or Otherwise:** retailcustomercare@bp.com or (877) 432-4530 (toll free)

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

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

*Signatures on next page.*

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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"**

**City of Bristol, Connecticut**

By:   
[Signature]

Name: Jeffrey Caggiano  
Title: Mayor, City of Bristol  
Date: 11/16/2023

**"SELLER"**

**BP Energy Retail Company LLC**

By:   
[Signature]

Name: Deborah Merrill  
Title: President, Retail  
Date: 11/16/2023

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