



**CITY OF BOSTON
STANDARD CONTRACT AMENDMENT**

CONTRACT ID: 0000000000000000000068307

Original Contract Details

Contractor Legal Name: Direct Energy Services, LLC	City Department Name: Environment Department
Contractor Vendor ID: 0000045804	City Department Head: Oliver Sellers-Garcia
Description/Scope of Services: The COB, on behalf of the Consumers of the BCCE and acting by and through its Commissioner of the Environment, hereby solicits proposals from qualified retail competitive suppliers to provide all requirements power supply to the Citys Program. All electricity supply requirements and related services for the Boston Community Choice Electricity municipal aggregation program. Terms outlined in attached Electricity Service Agreement (ESA).	
Begin Date: December 01, 2025	Procurement Type: Energy/ Exempt under Ch. 30B, S 1(b)(32)

Amendment Details

Amendment Number: 1	Amendment Version: 0.02
Reason for Amendment: The City and Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA and decrease program Retail Prices.	
New Not To Exceed Amt: \$ 0.00	Previous Not To Exceed Amt: \$ 0.00
New End Date: November 30, 2027	Previous End Date: November 30, 2027
Scope of Services Changes: Amendment to BCCE ESA as more fully described in the attached Amending Agreement No. 1.	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

Contract Signatures

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT
SIGNATURE <i>Marie Murray</i>	SIGNATURE <i>K Cole</i>	SIGNATURE <i>Alec Hilton</i>
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 0.00		

AMENDING AGREEMENT

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of November 7, 2025 is entered into between the City of Boston (“City”) and Direct Energy Services, LLC (“Supplier”).

WHEREAS:

- A. The City and Supplier are both parties to an Electric Service Agreement dated September 8, 2025, together with any additional exhibits, appendices, and schedules thereto (collectively, the “ESA”).
- B. The City has decided to decrease its budget for program support costs during the delivery term of the ESA and consequently decrease its Municipal Services Fee from \$0.00034/kWh to \$0.00017/kWh.
- C. The City and Supplier have agreed to amend Price and Term Appendix No. 1 to the ESA and decrease program Retail Prices.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Supplier agree as follows (all section references herein are in reference to the ESA):

- 1. Section 1 of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:
 - 1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term and where each Product Retail Price will be applicable for all Rate Classes.

STANDARD PRODUCT

[Eligible Consumers will be enrolled in the Standard Product unless they opt-out.]

Rate Class	Retail Price \$/kWh
Residential	\$ 0.14214
Residential Low Income	\$ 0.14214
Small C&I	\$ 0.14214
Med-Large C&I	\$ 0.14214
Streetlight	\$ 0.14214

OPTIONAL BASIC PRODUCT

[Eligible Consumers will only be enrolled in the Optional Basic Product if they elect it.]

Rate Class	Retail Price \$/kWh
Residential	\$ 0.13644
Residential Low Income	\$ 0.13644
Small C&I	\$ 0.13644
Med-Large C&I	\$ 0.13644
Streetlight	\$ 0.13644

OPTIONAL GREEN 100 PRODUCT

[Eligible Consumers will only be enrolled in the Optional Green 100 Product if they elect it.]

Rate Class	Retail Price \$/kWh
Residential	\$ 0.16231
Residential Low Income	\$ 0.16231
Small C&I	\$ 0.16231
Med-Large C&I	\$ 0.16231
Streetlight	\$ 0.16231

2. Section 6 of Price and Term Appendix No. 1 shall be amended by deleting the Municipal Services Fee of \$0.00034/kWh and replacing it with \$0.00017/kWh.
3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the ESA. Numerical references in the ESA shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
4. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.
5. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each of which will be deemed an original, but which together will constitute one and the same agreement. The exchange of copies of this Amendment by email or facsimile will constitute effected execution and delivery of this Amendment and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.


CITY OF BOSTON, MASSACHUSETTS

By: Signed electronically through BAIS Financial approval
Name (print): Brian Swett
Title: Chief Climate Officer

Date: _____

Approved:
Signed electronically through BAIS financial approval
Adam Cederbaum
Corporation Counsel
Date: _____

DIRECT ENERGY SERVICES, LLC

By: 
Name (print): Kevin Cole
Title: Sr. Vice President

Date: 11/20/2025