

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday October 20, 2025

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/83083455943>

Meeting ID: 830 8345 5943 Passcode: 537891 Dial into meeting: +1 646 558 8656

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting September 29 and October 6, 2025
3. 6:30 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Sewer Commission with Chelsey Little, CWF Superintendent**
 - Sewer rate setting software presentation with Adam Bracken of Waterworth
 - Permit Summary for September 2025
5. 6:50 **Personnel Board**
 - Appoint Emily Leibinger to Council on Aging Administrative Assistant effective October 21, 2025, for 15 hours per week, Grade H, Step 1 at \$22.01/hour.
 - Execute Employment Agreement and appoint Jason D. Haskins as Chief of Police effective November 17, 2025. 40 hours per week, Grade A Step 7 with an annual salary of \$124,862 plus a 25% education incentive and IT stipend.
6. 7:00 **Town Administrator's Business**
 - Special Town Meeting preparations
 - Follow-up Electricity Supply contract with Constellation effective Dec 8, 2025-Dec 7, 2028, at \$0.12550/ kWh
 - Topics not anticipated in the 48-hour posting requirements

Next Meeting:

- Selectboard: Monday, October 27, 2025, at 6:30PM via ZOOM.

Hi Chelsey,

I highly recommend Waterworth if your budget supports it. To me the main benefit is simplified, continuous rate management. The software package is very smooth and user-friendly and Waterworth was great at getting our baseline setup. Waterworth presented at one of our recent Sewer Commission meetings (9/9/25) and then I used the software to present to our Board of Selectmen just last night. Those videos are here if you want to check them out and see the product - <https://millbury-public-access.vod.castus.tv/vod>

But generally, I'd highly recommend the product as it replaces high-cost rate studies and clunky spreadsheets that are difficult to translate to the public.

Let me know if you need any more information!

Thanks,



Mark Hollis, P.E.

Director of Engineering, Facilities & Sewer Ops

131 Providence Street

Millbury, MA 01527

(508) 719-8690 | mhollis@millburyma.gov

Permit Summary Sept 2025

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.537
BOD mg/L	30 mg/L (Average Monthly Max)	24.4
BOD % Removal	>/= 85.0% (Average Monthly)	90.8%
TSS mg/L	30 mg/L (Average Monthly Max)	9.4
TSS % Removal	>/= 85.0% (Average Monthly)	97.0%
pH Low	6.0 SU (Daily)	7.24
pH High	8.3 SU (Daily)	8.25
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	2,419.60
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	55.8
Total Chlorine	1.0 mg/L (Daily Max)	0.52
Total Nitrogen	153 lbs/day (Average Monthly Max)	132.9

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

Emily A. Leibinger

Selectboard
Town of Montague
1 Avenue A
Turners Falls, MA 01376

September 11th, 2025

Dear Director, Roberta Potter:

I would like to express my interest in the Gill Montague Council on Aging Administrative Assistant position. I have a bachelor's degree in psychology, over fifteen years in office support roles, over twenty years of customer service excellence, and experience assisting vulnerable populations with referrals and resources. I have worked both independently and collaboratively in a team-oriented approach to facilitate the goals of providing accurately completed work and excellent patient experience.

At Baystate I executed clerical tasks and managed calendars for the Director of Behavioral Health, Chair of Psychiatry, and medical students with strict adherence to privacy and confidentiality. In my medical treatment coordinator role, I assisted all patients and twelve providers with clerical support to fulfill referrals. This included meeting with patients to assist them with making phone calls, submitting online forms from their hospital beds, requesting services, resources, appointments, and insurance.

Before my coordinator roles at Baystate, I accumulated over eleven years of customer service and supervisory experience, which has informed my approach to administrative support roles.

I currently work as a volunteer at two non-profit companies serving Franklin County, a regional food pantry and a clothing donation center. I am the public facing person who assists all customers seeking these resources. I have taken the initiative to collaborate with local community centers, medical offices, and businesses to continue to promote the mission. In the last six months, I have helped increase donations received and families served. I have also developed and implemented processes and standards to ensure the safety and well-being of both volunteers and patrons.

The mission of the Senior Center in Montague and responsibilities of administrative assistant role, align with my clerical support experience, emphasis on customer service, commitment to community engagement, and ability to patiently and professionally support others. I believe strongly that respect, compassion, integrity and commitment to customer service are critical to a clerical support role within the human services field. I would enjoy the opportunity to discuss the administrative support and technology assistance needs of the clients and Director for the Council on Aging at Montague.

Kind Regards,

Emily Leibinger

Emily A. Leibinger

5 Ferrante Ave, Greenfield, MA 01301

(413-695-7444)

EmilyALeibinger@gmail.com

OBJECTIVE

Responsible and professional coordinator seeking to utilize my 15 years of administrative and customer service experience to provide customer service and technology assistance to the clients and the Director at the Council on Aging in Montague.

PERSONAL QUALIFICATIONS

- Over fifteen years of medical administrative experience.
- Proven ability to multitask, organize, and prioritize.
- Excellent interpersonal, written, and oral communication skills.
- Gifted and resourceful problem-solver with keen attention to detail.
- Driven to take initiative, encourage teamwork, and support patients and providers.
- Motivated to promote and support community engagement.

TECHNICAL PROFICIENCIES

MS Office Suite (Word, Excel, PowerPoint, Outlook), Kronos, CIS, EMR, Cerner, Teams, Zoom, and various data storage/retrieval systems.

RECENT PROFESSIONAL EXPERIENCE

Medical Treatment Team Coordinator, Baystate Psychiatry Admin, Springfield 2023-2025

- Field and triage phone calls for all psychiatry consultation services.
- Create and maintain calendars, records, and schedules for providers of four treatment teams.
- Create and update case conference schedule for residents and medical students.
- Coordination of psychiatry services including triage, attending, learner/teams, time off, and CME.
- Scheduling meetings, presentations, appointments, and travel for treatment teams.
- Respond to patient, provider, consult, release, and bed requests in a timely and accurate manner.

Executive Assistant to Chair of Psychiatry, Baystate Psych Admin, Springfield 2022-2023

- Provide administrative support to the Psychiatry Department to manage daily operations.
- Schedule outpatient psychiatry appointments and submit insurance and prior authorizations.
- Triage patients' medical requests and communicate with urgency and confidentiality.
- Communicate confidential information discreetly, following electronic records policies.
- Responsible for data compilation, insurance credentialing, and business agreements.
- Process, submit, and record all accounts payable, invoices, and expenses.

Health Unit Clerk & Payroll Assistant, BFMC Mental Health & OB Units, Greenfield 2009-2022

- Provide clerical support to directors, managers, providers, nursing staff, patients, and visitors.
- Administrative and communication liaison between patients, visitors, and staff.
- Compile and audit charts, paying special care to legal documents.
- Coordinate staff schedules: perform timekeeping, payroll, and new-orientee clerical training.
- Create and maintain reference tools and spreadsheets for staff training, licensures, and certifications.

EDUCATION

Bachelor of Arts in Psychology, University of Massachusetts, Amherst

2006

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: Select Board _____ Meeting Date: 10/20/25_

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: 10-20-2025

Authorized Signature: _____

General Information:

Full name of employee: Emily Leibinger____ Department: Council on Aging

Title: COA Administrative Assistant Effective date of hire: 10-21-2025

New Hire:

Permanent: X Y ____N If temporary, estimated length of service: _____

Hours per Week: 15 Union: NAGE

Wages:

Union: NAGE

Wages: Grade H Step 1 Wage Rate: \$22.01 (annual/ hourly)

Notes:

Copies to:

____ Employee

____ Treasurer

____ Town Clerk

____ Department

____ Accountant

____ Board of Selectmen

____ Retirement Board



Office of the Town Administrator Town of Montague

Walter Ramsey, AICP, MCCPO
413) 863-3200 ext. 108
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

October 14, 2025

Lt. Jason D. Haskins
Greenfield, MA 01301
VIA EMAIL

RE: Chief of Police Employment Offer

Dear Lt. Haskins,

The Town of Montague is pleased to offer you the position of **Chief of Police**, and we are excited to welcome you to this important leadership role in service to our community. Having received the unanimous endorsement of both the Hiring Committee and the Selectboard, the next step is the execution of your **employment agreement** and your **formal appointment** by the Selectboard at its meeting on **October 20, 2025 at 6:30**. This will be a virtual meeting and your attendance is requested.

This letter summarizes the key terms of your employment agreement. If the terms are acceptable, please sign and return the enclosed agreement.

Your employment will commence on **Monday, November 17, 2025** (unless otherwise mutually agreed upon). You will enter employment at **Grade A, Step 7**, with an annual salary of **\$124,862.40**, plus a **25% educational incentive** and an **IT stipend** for the first eighteen (18) months, for **total net salary of \$162,078 in FY26**. The position is based on a **40-hour work week**, and includes the **personal use of a Town vehicle**. The Selectboard intends to grant you **20 days of vacation annually**.

Unless otherwise specified, all other benefits will be consistent with those afforded to other non-union Town employees.

Please review and sign the enclosed employment agreement and return a scanned copy to me by **Thursday, October 16, 2025, at noon**. Should you have any questions regarding the terms of employment or the appointment process, please don't hesitate to contact me.

We look forward to your leadership and partnership in serving the residents of Montague

Walter Ramsey
Montague Town Administrator

**TOWN OF MONTAGUE
POLICE CHIEF CONTRACT**

Agreement made this 20th day of October, 2025, by and between the **TOWN OF MONTAGUE** (hereinafter "Town), by and through its Selectboard, and **Jason Haskins** (hereinafter "Chief").

WHEREAS, The Town is desirous of securing the services of Jason Haskins in the administration of the Police Department; and

WHEREAS, Jason Haskins is willing to perform the duties of the position of Chief of Police and hereby accepts the appointment to the position of Chief of Police

WHEREAS, pursuant to G.L. c. 41, s. 108O, the parties wish to negotiate a contract outlining the Chief's salary and other employment benefits.

NOW, THEREFORE, the Town and Jason Haskins hereby agree to the following terms and conditions:

1. DUTIES:

The administrative control of the Police Department for the Town shall be the responsibility of the Chief of Police, who shall perform the duties of Police Chief as set forth in state law, Town Bylaws, and the applicable job description, a copy of which is attached hereto and incorporated herein by reference.

2. HOURS OF WORK:

- A. In the exercise of his duties, the Chief will be expected to be present during normal business hours, with a normal work week of 40 hours, but shall generally be on call twenty-four hours a day except during absences authorized by the Town. The Chief may adjust his schedule within reasonable limits at his discretion.

"Flex" time is allowed and shall be consistent with the policies established by the Town. Said time off shall be taken at times that the Chief reasonably determines will not adversely impact Department operations. The Chief shall be considered

an exempt employee under the federal Fair Labor Standards Act (FLSA).

- B. Any planned time off to the extent possible shall be reported to the Town Administrator at least 5 working days before requested time off. The Chief will coordinate time off so coverage is in place by second in command and to the extent possible avoid overlapping time off.

3. **INSURANCE:**

A. *Professional Liability*

The Town agrees to furnish at its expense professional liability insurance for the Chief of Police with liability limits of One Million Dollars (\$1,000,000.00).

B. *Indemnification*

To the extent permitted by G.L. c. 258, the Town shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties. The Town's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the Chief is adjudged to have acted in a grossly negligent, willful, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the Town against the Chief.

C. *Disability*

The Chief shall be entitled to the same sick leave and disability benefits as are available to the other police officers of the Town.

D. *Miscellaneous*

The Chief of Police shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute towards the cost of such insurance premiums an amount

or percentage equal to that provided to non-union management of the Town.

E. *Injured On-Duty*

As a sworn police officer, the Chief of Police shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

4. **DUES AND SUBSCRIPTIONS:**

The Town shall make every effort to recognize the professional growth and advancement needs of the Chief and will, subject to the availability of funding, budget for reasonable dues and subscriptions; and his participation in national, regional, state and local associations, including, but not limited to, the International Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional police chiefs association.

5. **AUTOMOBILE:**

A. The Town shall provide a vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief and he may utilize said vehicle while acting within the scope of his employment with the Town. The Chief agrees to maintain a valid Class D Massachusetts Driver's License during the term of this agreement.

In recognition of the fact that the Chief is on-call 24 hours per day, personal use is permitted within a seventy-five (75) mile radius of the Town's borders. Such personal use shall not be considered to be regular compensation for purposes of retirement pursuant to PERAC regulations.

B. In the event the Chief's Town- issued vehicle is non-operational, the Town agrees to pay for mileage if the Chief uses his privately-owned vehicle for official business in accordance with the IRS reimbursement rates.

6. **PROFESSIONAL DEVELOPMENT:**

The Town recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief of Police shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief of Police will be allowed to attend the Massachusetts and New England police and other approved training conferences each year without loss of vacation or other leave, and will be reimbursed by the Town, subject to appropriation, for all allowable expenses incurred while attending or traveling to the aforementioned conferences. It is understood that travel to and participation in meetings of such organizations is subject to the availability of funds, and must be in accord with existing Town policy.

7. **DEATH DURING TERM OF EMPLOYMENT:**

If the Chief of Police dies during the term of his employment, the Town shall pay to the Chiefs estate all the compensation which would otherwise be payable to the Chief of Police up to the date of the Chiefs death, including, but not limited to, payment for any unused vacation, personal or other leave days as provided generally to police officers of the Town.

8. **COMPENSATION:**

A. Commencing on November 17, 2025, the Chief of Police shall be paid a salary of \$124,862.40, in accordance with Step 7 of Grade A (FY26) of the Town Classification Plan, subject to applicable state and federal withholdings and deductions, and shall be entitled to step increases on July 1, 2026, July 1, 2027, and July 1 2028. The Chief shall receive 25% educational incentive pay on top of base salary for his master's degree.

In the event that Grade A of the Classification Plan is amended during the term of this contract following a Wage and Classification Study or similar initiative, the Chief's base rate shall be amended to reflect the revised figure that is associated with the new Grade A, without a reduction in pay.

B. The Chief shall receive the same benefits as those currently received by all other non-union, management personnel, including, personal days, bereavement days,

health and life insurance. However, the Chief shall be entitled to sick leave and longevity benefits as per the NEPBA Sergeants' contract. and receive work-appropriate clothing, uniform, and cleaning allowances equivalent to the allowances received by other police officers per the NEPBA contract. For the purpose of vacation time, the Town will grant (20) days of vacation per year to be granted in accordance with the NAGE contract.

- C. The Chief will receive a cost-of-living adjustment (COLA) on July 1, 2026 and again on July 1, 2027. Said COLAs will be equivalent to the COLAs awarded to members of the NAGE bargaining unit for those fiscal years, but shall not exceed a maximum of 2.5% in either year. If a COLA is awarded to NAGE members for the fiscal year beginning July 1, 2028, the Chief shall be entitled to the same award.
- D. The Chief may buy back up to one week of unused vacation time at his discretion before each anniversary date of this contract (e.g. December 2026, 2027, and 2028).
- E. The Chief is allowed personal use of the department-issued cell phone.
- F. For the first 18 months of this contract, the Chief shall be appointed by the Selectboard and serve in the position of "Police Department IT Administrator" and agrees to perform the duties thereof. The applicable Position Description is included as an attachment to this contract. The IT Administrator will be granted a stipend of \$3,000 every six months, starting January 1, 2026, for a total of \$9,000. It is understood that the Chief will work to reassign the IT duties to subordinate staff after 18 months (June 2027). The Chief may ask the Selectboard to reassign the stipend appointment prior to June 2027.

9. **NO REDUCTION OF BENEFITS:**

The Town agrees that it shall not at any time during the term of this contract reduce the salary, compensation or other benefits of the Chief of Police, except to the extent that such

reduction is also applied to all other department heads of the Town.

10. TERMINATION AND SEVERANCE PAY:

- A. The Selectboard may discipline or discharge the Employee for just cause following a notice and hearing.
- B. In the event that Employee is terminated by the Board before the expiration of the aforesaid term of employment and during such time Employee is willing and capable of performing his duties under this agreement, then in that event the Board agrees to give the Employee six (6) months' notice, and shall upon mutual agreement of the parties, either continue in the employ of the Town, or in the alternative, to receive a cash sum equal to the salary that would have been actually earned during said six-month period. Said salary to include any and all benefits currently being provided to the employee, including health insurance.
- C. In the event the Town at any time during the term of this agreement reduces the salary, compensation or other financial benefits of the Employee by five (5) percent or more, or in the event the Town refuses following written notice, to comply with any provisions benefitting Employee herein, or Employee resigns following a request by the Board that he resign, then in that event, Employee may at his option, be deemed "terminated" at the date of such reduction, or such refusal to comply, or such request, within the meaning and context of the herein severance pay provision.
- D. In the event Employee voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, the Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 11, paragraph A and B hereinabove, shall not be awarded.
- E. Termination of the Chief's employment shall result in the termination of this contract.

11. MODIFICATION:

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

12. LAW GOVERNING:

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. SEVERABILITY OF PROVISIONS:

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

14. LENGTH OF CONTRACT:

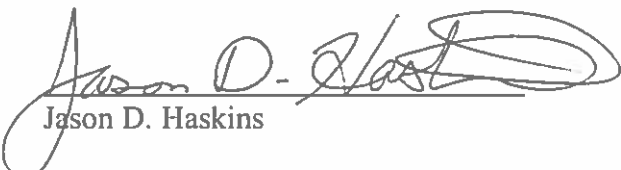
- A. The term of this contract shall be for a period commencing on November 17, 2025 and ending November 16, 2028, unless terminated prior thereto in accordance with Section 11 of this Contract. However, this contract may be extended as provided by its terms.
- B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract not less than six (6) months prior to the end of its initial or any extended terms, this contract shall automatically be extended on the then-applicable terms and conditions for an additional one (1) year period. But in no case shall this contract term exceed four (4) years (through November 16, 2029).
- C. In the event the Chief of Police intends to resign voluntarily before the natural expiration of any term of employment, then the Chief of Police shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

TOWN OF MONTAGUE:
By its Selectboard

CHIEF OF POLICE

Matthew Lord



Jason D. Haskins

Richard Kuklewicz

Marina Goldman

APPROVED AS TO FORM:



Town Counsel

Appendix A

Jason Haskins

Contract Proposal - Salary Component 10/7/25

Contract Period: Dec 1, 2025 - December 1, 2028

Current Year Salary Data

Current Grade/Step	base hourly	Base Salary	Ed Incentive (%)	Incentive (\$)	IT Stipend	Total FY26 Salary*
A7	\$56.38	\$ 124,862.40	25%	\$ 31,215.60	\$ 6,000.00	\$ 162,078.00

* not counting step increase to A-8 on July 1

3 Year Projection

Date of Change	Grade/Step	Base Salary
1-Jul-26	A-8	131,843 includes 2.5% COLA
1-Jul-27	A-9	139,182 includes 2.5% COLA
1-Jul-28	A-10	143,355 COLA TBD

Appendix B

CHIEF OF POLICE

Position Description

DEFINITION

Position is responsible for department level management of the Police Department and in-house 911 Emergency Dispatch Center and PSAP. Responsible for strategic planning and goal setting, organizing, and directing the activities and functions of the department for effective enforcement of all laws that come within its legal jurisdiction, human resource administration, training, supervision, and guidance of all department personnel, proper delegation of authority, budget and capital management, and building, vehicle and facility operation and maintenance, and community relations.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Plans, directs, and supervises all police departments, animal control, and dispatch employees, sworn and civilians, and the 911 PSAP emergency dispatch center; assigns and distributes personnel to tasks and duties.
- Leads community policing; ensures proper dissemination of information to public, media, and others authorized to speak on behalf of police department. Coordinates community programs and attends community meetings to promote the department's goals, missions, and community safety programs. Serves as liaison with other town departments, outside departments and agencies, and news media by mitigating conflicts and developing and maintaining joint operations, lines of communication, and cooperation.
- Creates, reviews, maintains, and executes department policies; promulgates all general and special orders consistent with the authority of the position.
- Oversees procurement and maintenance of departmental records.
- Arranges the proper selection, assignment, and documentation of all training.
- Leads the departments through their relationship with the evolving social views of the local community and region, ensures department evolution and adaptation to current best practices and standards respective to the profession(s).
- Prepares and oversees annual budget for the police department, animal control division, and 911-Emergency Dispatch Unit; writes, secures, and manages federal and state grants.
- Executes submission of reports required by regulatory agencies.
- Follows and makes sure proper adherence to professional standards, and the proper investigation, handling, and documentation of all department complaints and disciplinary matters.
- Makes findings and rulings on disciplinary matters, with the authority to suspend employees for up to 5 days. Initiates disciplinary sanctions beyond 5-day suspension up to termination, and escalates them to the Selectboard for review
- Plans accordingly that equipment, vehicles, safety clothing, apparatuses, and supplies are specified, selected, updated, maintained, utilized, purchased, received, and distributed effectively and consistent with departmental policy.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under the administrative direction of the Town Administrator and the policy direction of the Selectboard, the chief works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the Selectboard only where clarification, interpretation, or exception to policy may be required or as requested by the Select Board. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to exercise whatever means are necessary to resolve conflict that cannot be addressed at the department level.

SUPERVISION EXERCISED

The chief is accountable for all police, animal control, and dispatch employees, both civilian and sworn, and the direction and success of programs accomplished through all others. The chief is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The chief typically formulates or recommends program goals and develops strategic plans for achieving short and long-range objectives and is the final authority on organizational structure, staff assignments, work assignments, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines provide limited to no guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The chief is recognized as the authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies for a major functional section of the organization. The chief accepts full responsibility while exercising authority for planning, operating, and oversight.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The chief may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately. Far more than ordinary courtesy, tact, and diplomacy may be required to resolve complaints, interact with challenging personalities, and/or effectively navigate difficult circumstances.

CONFIDENTIALITY

The chief has access to confidential information, including official personnel files, lawsuits, criminal records/investigations, professional standards/internal affairs investigations, client records, and department records, as well as medical and psychological records.

EDUCATION AND EXPERIENCE

A bachelor's degree in criminal justice or business administration, or associate degree with seven to ten years of command-level experience as sergeant or lieutenant. Must have a valid driver's license and successfully complete the MPTC Basic Police Officer Academy. Must have or be able to have an LTC, MPTC

certification, firearms certification, CPR and First Responder certification, and POST state law enforcement certification.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of relevant Massachusetts General Laws related to essential functions; Massachusetts and Federal criminal statutes, rules and regulations, and case law, general practices related to law enforcement, police management and administrative practices and procedures, and the geography of the community; court practices and procedures; probation, parole and corrections; principles, practices and methods related to law enforcement, personnel and police administration; civil and criminal codes and town by-laws; law enforcement communications equipment, 911 communications and public safety dispatching; collective bargaining agreements; a good understanding of the town, its population, its demographics, and the different departments.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Employee must have the ability to lead and supervise staff and to convey instructions in the form of verbal and/or written directives. Must be able to make sound decisions while under stressful or pressure situations and be able to analyze complex police issues and situations to quickly formulate effective and reasonable courses of action.

Skills: Effective communication skills, problem-solving skills, and customer-service skills; budgeting and planning; use of police equipment. Must be skilled in supervision, and administration, and have strong interpersonal skills to communicate with a variety of people with diverse personalities and the skills to maintain working relationships with various town departments.

WORK ENVIRONMENT

Administrative position. A small percentage of time responding to emergencies in the field and assisting uniformed personnel as needed. The employee regularly works evening hours for meetings, including remote meetings or to respond to call ins during the weekend. Employee may be exposed to dangerous situations and other hazards. Employee is occasionally exposed to adverse weather conditions, equipment noise, high places, fumes, moving mechanical parts, dangerous situations, and traffic. The employee may be exposed to biological hazards, smoke, or fire hazards, toxic or caustic chemicals, and work with explosives.

The nature of the work fluctuates due to emergencies, inclement weather, time of day, criminal activity, and other reasons. Employee is responsible for the twenty-four (24) hour, seven (7) day operation of the department and is on call at all times. Errors can result in a delay or loss of service, personal injury/loss, and injury to others, town exposure to liability and legal repercussions, damage to buildings and/or equipment and monetary loss.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Skills

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds. Employee will occasionally be called to act in the field, and may be required to stand, walk, talk, listen, use hands, reach with hands and arms and lift, stoop, kneel and crouch, and smell. Occasionally the employee is required to lift over 100lbs. rk can require moderate to high physical strength and effort, such as lifting or carrying heavy objects or physically controlling dangerous individuals. In addition, standing, or walking for the full workday may also be involved. A great deal of physical effort may be exerted occasionally.

Motor Skills

Position requires extremely high degree of coordination/dexterity to safely operate firearms, vehicles, and equipment such as computers, handcuffs, and communications equipment, and to render first aid and control subjects when necessary. Other duties require motor skills for activities such as moving objects and using office equipment. Equipment operated includes office machines, computers, communications equipment, automobiles, medical equipment, firearms, and all other tools needed to perform the essential functions.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use. Use of Police Department tools such as firearms and cruisers have high visual demands. The employee must have normal vision with corrective lenses.

Name: HASKINS, JASON

MONTAGUE APPOINTED OFFICIAL

NAME: Jason Haskins

DATE: 10/20/2025

COMMITTEE: Montague Police Chief

TERM: 3 Years

TERM EXPIRATION: 11/16/2028

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 11/17/25

Matthew Lord, Chair

Richard Kuklewicz, Vice Chair

Marina Goldman, Clerk

HASKINS, JASON personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Police Chief according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.



Agreement is Not
Valid Unless
Executed by
Constellation

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

TOWN OF MONTAGUE, MA ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You agree to purchase from us on an exclusive basis (except as provided in Section 16 below), and we agree to supply, or caused to be supplied, all of your electricity requirements for the account(s) identified in the Account Schedule attached hereto (which we refer to in this Agreement as the "Account(s)" pursuant to the terms of this Agreement). By signing this Agreement, you authorize us to enroll your Account(s) with your Utility so that we can provide supply to you. You will take such actions as we request to allow us to enroll your Account(s) in a timely manner. You will also give us the authority to supply you with electricity from whatever source we choose. We shall have no obligation to enroll or supply electricity to any account(s) not identified on the Account Schedule. This product includes all electricity delivered to the Delivery Point(s) necessary to meet your requirements and all associated scheduling, coordinating, balancing, ancillary services and wholesale transmission services and charges, necessary in connection with supplying such electricity requirements. The contract prices do not include or cover any Delivery Charges for transmission, distribution and related services, Taxes, or any other costs as specifically excluded as set forth in this Agreement. "Delivery Charges" mean those amounts payable by you for services provided by the Utility, ISO or other third parties. The prices set forth in the Account Schedule are for the existing term of this Agreement and only subject to change if there is a Material Change in Law, market structure, and/or your electricity needs or classifications, as described in Section 7 of this Agreement, including but not limited to changes by the Utility of the designated rate class for any Account(s). "Pass-Through Charges" include Taxes (unless you are Tax exempt as provided for herein), Delivery Charges, and certain other pass-through charges as set forth in this Agreement and are charged to you as a Pass-Through, which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described herein.

Your Price. You will pay charges associated with the following contract prices:

Price Component Name	Component Contract Price Unit Of Measure
Energy Price Non TOU	\$/kWh

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 2, Market Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed Subject to Cost Adjustment
Line Loss Costs	Fixed
NE-ISO Demand Response Settlement Costs	N/A
RPS Costs	Fixed
CES Costs	Fixed
CES-E Costs	Fixed
CPP Costs	Fixed
Day-Ahead Ancillary Services Initiative Costs ("DASI Costs")	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s).

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For clarifications purposes only regarding Capacity Costs (Fixed Subject to Cost Adjustment):

Capacity Costs (Fixed Subject to Cost Adjustment): You have elected the "Fixed Subject to Cost Adjustment" option for your Capacity Costs as noted in the Cost Component table above. "Fixed Subject to Cost Adjustment" means we have included Capacity Costs in your contract prices through the end of May 2028. As of June 1, 2028, Capacity Costs are subject to cost adjustments throughout the term of this Agreement. Your invoice shall include an adjustment (either upwards or downwards) to pass through the difference between Capacity Costs included in your contract prices based on the values ("Baseline Values") for each of the Capacity Attributes set forth in the Baseline Table in the Account Schedule and the Capacity Costs calculated at the time of invoicing (including but not limited to any additions, modifications, or conditions to the treatment of Capacity Costs under the ISO New England tariffs and any modifications or market solutions implemented by ISO New England and accepted or approved by FERC). "Baseline Values" are the values set forth in the Baseline Table for each of the Capacity Attributes used to calculate Capacity Costs for the Accounts as of the execution of this Agreement.

"Capacity Attributes" means the following three (3) attributes used to determine your Capacity Costs for the Accounts: (a) **"Capacity Rate"** means the effective charge in \$/kW-day applied to the Account(s) capacity load obligation, (b) **"Other ISO/Utility factors (such as reserve margin)"** means the factors of adjustment used to derive the Account(s) capacity load obligation, and (c) **"ICAP Tag (kW)"** means the peak load contribution for the Account(s) measured in kilowatts (kW) as provided in the Account Schedule.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. The term of this Agreement shall commence on the Start Date and end on the End Date as determined in accordance with the Utility's actual meter read cycle and meter read date for the Account(s). You acknowledge that our ability to start and end service to the Account(s) is dependent on: (i) the Utility successfully enrolling and de-enrolling the Account(s); and (ii) the Utility furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date. The dates set forth in the Account Schedule are based on information currently available from the Utility, and actual meter read cycles and actual meter read dates are determined by the Utility. If a meter read cycle and meter read date schedule has not been published by the Utility, then we shall use our best efforts to estimate the scheduled meter read cycle and meter read date. The actual meter read cycle and meter read date may occur on, before, or after the date set forth in the Account Schedule.

We will use commercially reasonable efforts to begin service to the Account(s) on the actual meter read cycle and actual meter read date that occurs on or about the Start Date(s) set forth in the Account Schedule, unless an off-cycle meter read date is agreed to by the parties in writing. If we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account Schedule, the Start Date(s) will commence on the next regularly scheduled Utility meter read cycle and meter read date following successful enrollment of such Account(s). The End Date(s) will remain the same unless extended for a Holdover Term. We shall not be liable for any failure to enroll or de-enroll Accounts by the Start and End Date(s) if such failure was due to circumstances beyond our control including, but not limited to: (i) your inability to timely provide us with all Account-related information necessary to successfully enroll/de-enroll the Account(s) with the Utility; (ii) your failure to assist and/or confirm, as needed, us in notifying the Utility that it has selected us as your supplier or (iii) any acts or omissions of the Utility (including a change in an Account's meter read cycle or meter read date). We will not be responsible for any gaps in service that may occur between your service with another supplier and the commencement of supply from us. Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. At the end of the term of this Agreement, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the Utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (or "Holdover Term") and will charge you the "Holdover Rate" calculated by us in our sole discretion for each billing cycle as **(Metered Usage) x (Market Price + Holdover Costs + \$.016000/kWh) + Taxes**. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term, and either of us may terminate the Holdover Term at any time upon 45 days advance written notice to the other. As an alternative to supplying your electricity on a holdover basis following termination, expiration or cancellation of this Agreement, we may instead switch your Accounts to the applicable Utility supply service. We shall have the right to terminate this Agreement upon 15 days' notice without penalty if any of the following conditions are not reasonably satisfied: (1) our reasonable review and approval of your creditworthiness, (2) verification of the accuracy of all the information that you provide to us regarding your electricity usage and the Account(s), (3) your Account(s) being accepted into the retail access program established by the Utility and (4) your delivery of any documents as reasonably required by the Utility and us (including, but not limited to data authorization forms, letters of authorization forms, and the 30B Checklist Form).

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Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the Utility for Utility charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due on the Payment Date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility. Your invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. To the extent you are receiving invoices from us, if you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. Interest will be included on a subsequent invoice and is payable on demand at any time with respect to undisputed amounts due to us and, with respect to disputed amounts due to us, interest is payable on demand only at any time after such amounts have been ultimately determined to be due.

Payment Disputes. For any disputed portions of any invoices provided by us for the Account(s), you shall notify us in writing within thirty (30) days of the date of the applicable invoice detailing the amount that is disputed and the reasons for the dispute. Within thirty (30) days of receiving such notice, we shall respond to such notice by either rectifying the amount in dispute or clarifying such invoice to you. Until any such dispute is ultimately determined in our favor, you will have the right to withhold payment of the disputed sum without payment of any interest.

Tax Exemption. If you are exempt from state and local sales Tax, you will provide us with all required exemption certificates. Until you do so, we are not required to recognize any exemption and we will not be required to refund or credit previously paid Taxes, unless the taxing entity sends the refund to us for payment to you. You will defend, indemnify and hold us harmless for all Tax obligations relating to this Agreement.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact your MunEnergy representative directly at **617-772-7500**, or you can contact our Customer Service Department by calling toll-free **844-6-ENERGY**, or by e-mail at customercare@constellation.com. Your prior authorization of us to your Utility as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at **1-844-6-ENERGY**. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Western Massachusetts Electric Company d/b/a Eversource Energy	WMECO	1-800-286-2000

Additional Terms. For Account(s) located in the Commonwealth of Massachusetts:

(i) **Billing Dispute Resolution.** You may elect to seek assistance with the resolution of billing disputes under this Agreement involving amounts over **\$100.00**. Assistance is available from the Massachusetts Department of Public Utilities ("DPU"), Consumer Division at **877-886-5066**, provided that the subject matter of such disputes is within the DPU's statutory and regulatory jurisdiction.

(ii) **DPU.** In accordance with the DPU regulations, our energy disclosure label is provided to you with this Agreement. We will provide you with an updated label, on a quarterly basis, to reflect certain characteristics of our electric generation supply. Additional information may be obtained by contacting the DPU at (617) 305-3531. Our DPU License Number is **#CS 015**. The required 'Terms of Service' as set forth in the DPU Rules Governing the Restructuring of the Electric Industry is herein referred to as the General Terms and Conditions.

(iii) **Collective Bargaining.** We do not operate under collective bargaining agreements.

(iv) **YOUR RIGHT TO RESCIND.** YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT FOR ANY REASON, WITHOUT CHARGE OR PENALTY BY PROVIDING US WRITTEN NOTICE OF SUCH RESCISSION, UNTIL MIDNIGHT ON THE THIRD DAY AFTER YOU HAVE SIGNED AND RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as required by the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to Mass. Gen. Laws ch 43, § 29) as of the respective dates set forth below.

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Constellation NewEnergy, Inc.

E-Signed : 10/07/2025 10:40 AM EDT

Amanda Stewart

contractadmin@constellation.com
IP: 20.114.150.77

Sertifi Electronic Signature
DocID: 20251007085255183

Name:

Title:

Date:

Notice Address:

545 Boylston St.

Suite 700

Boston, MA 02116

Attention: Legal Department

Fax: 617-772-7550

With Copy to:

Constellation NewEnergy, Inc.

1001 Louisiana St. Constellation Suite 2300

Houston, Texas 77002

Attention: Contracts Administration

Facsimile: (888) 829-8738

Telephone: (844) 6-ENERGY

Customer: Town of Montague, MA

I am duly authorized, on behalf of Customer, to sign this Agreement:

E-Signed : 10/07/2025 10:28 AM EDT

Walter Ramsey

walterr@montague-ma.gov
IP: 173.9.16.69

Sertifi Electronic Signature
DocID: 20251007085255183

Name: Walter Ramsey

Title: Town Administrator

Date: _____

Notice Address: 1 Avenue A

Turners Falls, MA 01376-1168

Attention:

Facsimile:

Telephone: (413) 863-3200 x 110

Email Address: walterr@montague-ma.gov

Customer: Town of Montague, MA

I am duly authorized, on behalf of Customer, to sign this Agreement:

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

Customer Authorized Person(s):

Printed Name:

Title:

email:

Phone:

Town Counsel:

Approved as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

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GENERAL TERMS AND CONDITIONS

1. General Definitions.

"Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision or public entity or instrumentality of the United States or one or more states.

"Holdover Costs" means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges related to capacity, ancillary services, transmission, metering, the Federal Energy Regulatory Commission, renewable portfolio standards, and any similar charges that may be imposed on us with respect to the Accounts (whether by the ISO or the Utility) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up.

"Delivery Point" means existing and future points of interconnection between your Utility's transmission system and/or distribution system and those of a third-party.

"ISO" and/or "ISO-NE" means the New England Independent System Operator or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

"Market Price" means the ISO-published Day Ahead Locational Based Marginal Price for the ISO zone identified in the Account Schedule, expressed in \$/kWh. Market Prices are published hourly or sub-hourly depending on ISO. If your Account(s) are not equipped with meters that provide an hourly reading, we will use either the load profiles provided by the Utility for your customer class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us, in order to apply Market Prices to your monthly usage.

"Metered Usage" means your kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s).

"Notice Period" means the 10 day period following written notice from one party to the other party informing the other party of any amounts due under this Agreement.

"Payment Date" means the date that is 55 days after the date on the invoice if we send a separate invoice for the contract price or the date payment is due under the applicable Utility tariff if you choose to receive a single bill from the Utility.

"Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity.

"Utility" or "UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

2. Market Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and NE-ISO Demand Response Settlement Charges. If Ancillary Services and Other ISO Costs are Passed Through, we will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" are revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Day-Ahead Ancillary Services Initiative Costs ("DASI Costs")" means a charge for the costs associated with the Day-Ahead Ancillary Services Initiative (including Day Ahead Ancillary Services (DAAS) charges and costs based on initial ISO's estimated DASI charges), as detailed in the ISO New England Inc. ("ISO") Transmission, Markets, and Services Tariff, which were approved by FERC in Docket No. ER24-275-000 in an order dated January 29, 2024, Docket No. ER24-2883-000 in an order dated October 18, 2024, and in Docket No. ER25-456-000 in an order dated on January 02, 2025, effective February 28, 2025, as in effect as of date of the full execution of this Agreement and as may be amended from time to time. Any additions, modifications, or conditions to the treatment of DASI Costs under the ISO New England tariff or otherwise, including but not limited to any modifications or market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Material Change in Law as described in this Agreement.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule.

"Line Loss Costs" means the distribution charges imposed by the Utility in connection with the supply of electricity by us to you in accordance with this Agreement, which are calculated based on a percentage of your kilowatt-hour consumption during the applicable period times.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources ("DOER"). MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75) finalized by the Massachusetts Department of Environmental Protection in August 11, 2017, as amended in December 2017 and July 2020 ("MA Clean Energy Standard").

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"Massachusetts Clean Energy Standard Expansion Costs ("CES-E Costs")" means any costs or charges to ensure compliance with the expansion of the MA Clean Energy Standard creating a purchase obligation relating to the annual procurement from *existing* clean generators, including but not limited to, procuring renewable energy certificates or making alternative compliance payments.

"Massachusetts Clean Peak Program Costs ("CPP Costs")" means the costs or charges related to complying with the Massachusetts Clean Peak Program (Chapter 227 of the Acts of 2018, signed into law on August 9, 2018, and any associated regulations that may be promulgated by the Massachusetts DOER), including but not limited to costs associated with procuring clean peak certificates or making alternative compliance payments, and any and all additional costs associated with such compliance. If CPP Costs are Fixed under this Agreement, any amendments to the Massachusetts Clean Peak Program legislation after the effective date of this Agreement, and any new regulations promulgated by the Massachusetts DOER associated with the Massachusetts Clean Peak Program legislation after the effective date of this Agreement, shall be deemed a Material Change in Law pursuant to Section 7 below.

"ISO-NE Demand Response Settlement Costs" means any costs or charges imposed by the ISO on load served by Seller in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011).

"Non Time Of Use" or "NTOU" means all hours of each day.

"Renewable Portfolio Standards Costs ("RPS Costs")" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program Costs) at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Transmission Loss Credits" are amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

"Utility" and/or "UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Account(s).

"UDC Peak " means the hours designated as peak from time to time by the Utility.

"UDC Off Peak" means all hours other than UDC Peak hours.

3. Break in Service. If your Account(s) are moved to the Basic Service due to changes, including without limitation (i) any change to the name or assignments associated with the Account(s); (ii) the closing of an Account for any reason; and (iii) an assignment by the Utility and/or ISO of a new account number to any existing service addresses of yours listed in the Account Schedule, then you shall be obligated to pay the Basic Service rate until the Account(s) are successfully re-enrolled with the Utility to receive service from us. In such event, we shall not be obligated to pay any amounts to you. "Basic Service" means the service provided by the Utility in accordance with applicable Massachusetts law to a retail customer who is not receiving electricity from a competitive supplier.

4. Creditworthiness You agree to provide us with reasonable information to complete a credit review. If at any time during the term of this Agreement (a) your credit rating falls below BBB- by Standard and Poor's or Baa3 by Moody's, or (b) you have made two or more late payments within a twelve (12) month period, then we shall have the right to terminate this Agreement upon ten (10) business days advance written notice, unless the parties are able to agree on mutually satisfactory credit arrangements (which may include, without limitation, you agreeing to: (i) make a cash deposit, (ii) post a letter of credit at a financially sound bank or other financial institution, or (iii) make a prepayment to us for electricity supplied under this Agreement) to ensure prompt payment by you of amounts owed or otherwise payable under this Agreement.

5. Default under this Agreement. An **"Event of Default"** means any one of the following: (a) failure by either party to make, when due, any payment required under this Agreement if not paid within the Notice Period; or (b) any representation or warranty made by a party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within 5 business days after written notice from the other party; or (c) you fail to provide additional security or credit arrangements as provided for in Section 4 above or as elsewhere provided in this Agreement; or (d) except to the extent excused by event beyond either party's reasonable control in accordance with Section 9 below, the failure by a party to perform any material covenant set forth in this Agreement and such failure is not cured within 10 business days after receipt of written notice thereof; or (e) a party: (A) makes an assignment or any general arrangement for the benefit of creditors; (B) files a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for 30 business days after such filing; (C) otherwise becomes bankrupt or insolvent (however evidenced); or (D) is unable to pay its debts as they fall due.

6. Remedies upon Default. (a) If an Event of Default occurs with respect to a party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may in its discretion, at any time, terminate this Agreement upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). If this Agreement is terminated pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the Defaulting Party shall pay such amount following receipt of notice of such amounts as provided herein. The parties acknowledge and agree that any termination payment hereunder constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

(b) If you terminate this Agreement, in whole or in part, upon our default, we will pay you the following early termination payment: [Market Value plus Costs] minus Contract Value, so long as the Market Value plus Costs is greater than the Contract Value.

(c) If we terminate this Agreement, in whole or in part, upon your default or you terminate this Agreement, in whole or in part, as permitted hereunder, you will pay us, except as set forth in Section 16, the following early termination payment: [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than the Market Value.

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(d) For purposes of this Section, "**Contract Value**" means the contract price for the Remaining Anticipated Usage. "**Market Value**" means the amount, as determined by the Non-Defaulting Party as of the Early Termination Date, a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the Remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. "**Costs**" mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in arranging for alternative sources of electricity, or in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "**Remaining Anticipated Usage**" means the amount of electricity (in kWh), as determined by the Non-Defaulting Party, that would have been used by each Account covered by the termination during the remaining term of this Agreement had it not been terminated early (the "**Remaining Term**"). In making this determination the Non-Defaulting Party may (but is not required to) consider: (i) anticipated consistency with or deviations from past electricity usage patterns, (ii) variations in anticipated weather patterns, (iii) general economic conditions or conditions affecting the specific industry(ies) in which you operate, and/or (iv) any other factors the Non-Defaulting Party deems appropriate.

(e) Upon termination, cancellation or expiration of this Agreement for any reason, we may, consistent with law, rules and regulation, immediately move your Account(s) to the then applicable tariff service, whether Basic Service or otherwise, and either party may pursue all additional remedies available at law or in equity. After termination, cancellation, or expiration, each party agrees that it will remit full payment of all amounts due under this Agreement, without offset or reduction of any kind, within the fifteen (15) day period following receipt of invoice, unless otherwise expressly specified in this Agreement. The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations hereunder.

7. Changes in Law, market structure, and/or your electricity needs or classifications. If a new Law shall be enacted, or there shall occur any revisions in, implementation of, amendments to, or interpretations of any Law (including without limitation those that establish new, or otherwise modify existing, alternative resource adequacy requirements or renewable portfolio standards or that impose new Taxes or change the rate of existing Taxes), in either circumstance affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that could adversely affect the anticipated economics of this Agreement (a "**Material Change in Law**") that were not reasonably anticipated as of the effective date and that cause a material change to the costs incorporated in the charges set forth on an Agreement, then either party will have the right to request an adjustment to the amounts payable by you (a "**Change in Law Adjustment**"). If either party requests a Change in Law Adjustment, the party from whom such adjustment is sought is entitled to receive from the requesting party documentation supporting the requested adjustment. Upon notice of a Change in Law Adjustment from the other party, the party from whom the adjustment is sought may terminate this Agreement, consistent with Law, upon written notice to the other party no later than 14 days following receipt of written notice from the effective date of a proposed Change in Law Adjustment, in which event the party terminating the Agreement may be liable to make an early termination payment to the other party under Section 6 above. For the purpose of this provision (i) "**Law**" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guideline or protocol, Utility/UDC or ISO tariff, nodal definitions, zonal or boundary definitions, rule of the public utility commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the state in which the Account(s) are located, and the like.

8. Representations and Warranties: (a) Mutual Representations and Warranties. Each party warrants and represents to the other the following: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement.

(b) Additional Representations, Warranties and Covenants of Customer. You warrant, represent and covenant that: (1) the data given and representations made concerning your Account(s) are true and correct to the best of your information; (2) You are entering into this Agreement to purchase your electric energy requirements only; and that the electric energy purchased under this Agreement will be consumed at the facilities to which the Account(s) relate, and you will not resell such electric energy to any third party (with the sole exception of your tenants or lessees in the ordinary course of your business); and (3) you are the party of record of the Account(s), or if you are not the party of record, you have the authority to enter into and bind your principal to this Agreement. If requested, you will provide us written proof of such authority; (4) if you are a Governmental Entity, you shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. You further covenant that if you are a Governmental Entity you shall obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder. If requested, you will provide us written proof of such authority; (5) all such persons as are required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to the requirements of Mass. Gen. Laws ch. 43, § 29 and any other applicable law have executed and are authorized to execute this Agreement in accordance with such laws; and (6) you shall comply with the notification and reporting requirements set forth in Mass. Gen. Laws ch. 30(B),

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§1(b)(33) by providing, within fifteen (15) days after executing this Agreement, a copy of this Agreement and all attachments hereto and a report of the process used to execute this Agreement to each of the Department of Public Utilities of the Commonwealth of Massachusetts, the Department of Energy Resources of the Commonwealth of Massachusetts and the Office of the Inspector General of the Commonwealth of Massachusetts.

9. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control and that prevents either of us, after making commercially reasonable efforts to overcome its effects, from performing our respective obligations under this Agreement (a "Force Majeure"), then whichever one of us cannot perform will be relieved from performance until the Force Majeure is resolved, provided that to the extent reasonably possible, the party claiming Force Majeure ("**Claiming Party**") gives the other party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure. Subject to the foregoing, examples of such events may include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, ISO or the Utility; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as ISO or a Utility. Such events shall not excuse failure to make payments in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents performance by the Claiming Party for more than 30 days the other party shall have the right to terminate this Agreement without penalty upon 15 days written notice to the other.

10. Delivery Point We will deliver electricity to the Delivery Point. At and after that point title and risk of loss related to the electricity transfer to you, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the electricity. While we will make arrangements for the delivery of electricity to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility or the ISO controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

11. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE ENTIRE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT INCLUDING ANY CAUSES OF ACTION IN CONTRACT TORT OR STRICT LIABILITY OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON EITHER PARTY TO MITIGATE ITS DAMAGES. FURTHERMORE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS; PROVIDED THAT THE ABOVE SHALL NOT LIMIT OUR RIGHTS TO RECOVER ITS LOST PROFITS UNDER THIS AGREEMENT AS A PART OF THE AMOUNTS PAYABLE UNDER SECTION 6(c) ABOVE.

12. DISCLAIMER. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Applicable Law/Dispute Resolution. THIS AGREEMENT WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE BOTH AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR THE ADJUDICATION OF ANY SUIT, CLAIM, ACTION OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, RELATING TO THIS AGREEMENT WILL BE IN BOSTON, MASSACHUSETTS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

14. Confidentiality. All terms of this Agreement are confidential and shall not be disclosed by you without our prior written consent, except as required by law. Upon approval from the Massachusetts Municipal Association ("Association"), we are authorized to utilize your name when publishing a list of targeted customer names for publicity and marketing purposes. In addition, you authorize us to release to the Association any and all information (including but not limited to usage, invoices, payment history and any other data) regarding the energy supplied under this Agreement.

15. Forward Contract/ Inapplicability of Commodities Exchange Act. The parties acknowledge and agree that this Agreement is a "forward contract" and that we are a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

16. Usage Variance (Generation, Deleting and Adding Account(s)).: (a) Behind the Meter Generation Projects: Your price is based upon your Aggregate Baseline usage (as defined below) You warrant and represent that you do not own generation behind the meter or other material usage altering measures ("Generation") associated with the Account(s) except to the extent such Generation projects are disclosed in an Exhibit A to this Agreement. If you install Generation with respect to any Account during the Term, and such installation was not disclosed in an Exhibit A to this Agreement, then you shall provide us with advance written notice of such Generation installation as soon as reasonably possible so that we can make commercially reasonable attempts to use our best efforts to mitigate any costs or damages incurred by us as a result of such installation. If such newly installed Generation results in a 25% reduction of the Baseline Usage on an aggregate basis across your Accounts within the same Utility territory, then you may be responsible for losses to us as a result of the reduction in usage with respect to your Accounts. Any such losses shall be calculated as follows: if positive: Contract Value minus Market Value (as defined in Section 6). Upon receipt of your written notice, we may request additional details regarding to the Generation project (including, but not limited) to the following (as applicable): capacity installed (in MW), the expected commercial operation date, the testing and maintenance schedule, the class of renewable, and any other information that we shall reasonably request. For the avoidance of doubt, Section 16(a) does not permit the early deletion of Account(s) hereunder without an early

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termination payment as set forth in Section 6 above, but rather is intended to permit usage fluctuations across all Accounts on this Agreement associated with the installation of Generation in accordance with the terms hereof.

(b) Notice of Material Change in Usage/Deleted Account(s): You agree to use reasonable efforts to provide us prompt prior written notice before any significant change in the anticipated usage of electricity for any Account(s) receiving supply under this Agreement, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility. If one or more of your facilities which are receiving electricity supply hereunder are closed, vacated, sold, consolidated or otherwise disposed of, then you may, to the extent permitted by applicable Law, terminate this Agreement with respect to the corresponding Account(s) upon thirty (30) days prior written notice to us, in which event you may be liable to make an early termination payment to us according to the following calculation, if positive: Contract Value minus Market Value; **provided, however**, no such early termination payment will be owed as long as (i) at least one Account is still receiving supply in accordance with the terms of this Agreement, (ii) the Account(s) were closed or dropped from this Agreement in the ordinary course of Customer's business and not due to an ability to obtain a lower energy price from the Utility or another energy supplier; and (iii) there is no un-remedied default by Customer. Notwithstanding the foregoing, each Party shall pay its own costs associated with such termination.

(c) Adding Account(s): The parties acknowledge and agree that the contract price in the Account Schedule reflects a product option that allows you the ability to add one or more Account(s) at the same contract price listed in this Agreement consistent with the terms herein (an "Add"), provided that the Add(s) do not exceed 10.00% of the Aggregate Baseline (as defined below). Further, in each case, any Add will only be allowed if: (i) there is no un-remedied default by you; and (ii) the Add(s) are (A) within the same UDC zone and of similar usage patterns as your Accounts; and (B) there has been no material change in law which has altered the economics to the extent that such change in law would impact Seller's desire to allow the original contract price to reflect the intent of the parties' agreement. In no event will you be allowed to net Add(s) against Delete(s). For any Add(s) that exceed 10.00% of Aggregate Baseline, we will enter into good faith negotiations to add the Account(s) at the then-current market rate. The "Aggregate Baseline" means the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s). For clarification purposes, the Aggregate Baseline shall only be made up of your Account(s) which are expressly listed on the Account Schedule of this Agreement on the full execution date and not any Add(s) or Delete(s) transacted in accordance with this Agreement. Each Add shall be memorialized in writing. The parties agree that if you designate an Authorized Person(s) below the signature line at the time this Agreement is executed and returned to Seller for execution, then both parties agree to be legally bound to Add an account via an e-mail transmission by such designated Authorized Persons in accordance with Seller's then-current email transaction process.

17. Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the Association in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of Constellation.

18. Certain Customer Acknowledgements. You acknowledge and agree that (1) we are not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by us, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and (2) you are making your own decision(s) based solely upon your own analysis and the advice of your own advisors, if any, and is not relying on us in any way in making your decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

19. Miscellaneous Provisions. If in any circumstance either party does not provide notice of, or object to, any default on the part of the other party under this Agreement, such situation will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. Each party may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Any such attempted transfer will be void. We shall have the right to assign this Agreement to any affiliate without your consent. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party will have any rights under this Agreement whatsoever. Each party shall have the right to set-off and net against any amounts owed to it by the other party any amounts it may owe the other party under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Except as otherwise explicitly provided in this Agreement, no amendment to this Agreement will be valid or given any effect unless signed by both of us. The applicable provisions of this Agreement will continue in effect after termination, cancellation or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments and with respect to your indemnification obligations. We are an independent contractor under this Agreement, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. **The terms of any purchase order ("PO") you send to us and/or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect.**

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ACCOUNT SCHEDULE:**For: Town of Montague, MA****The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on October 7, 2025****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices****TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.**

No. of Service Accounts: 47

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
WMECO	7200000758290537102	Sandy Lane, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200008623090438498	36 Industrial Blvd Building A, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200009379890438740	128 Turners Falls Rd, Montague, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200011155890442422	62 5TH ST, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200016689190529808	1 AVE A, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200016689190551808	1 AVE A, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200019096690535512	4 CANAL ST, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200022425290363331	34 GREENFIELD RD, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200032755090495881	Turnpike Rd, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200034222990569524	6th Street EV unit, Millers Falls, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200040570390479131	0 Avenue A, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200046941090367160	36 Industrial Blvd Building A, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200047108590413099	64 LAKE PLEASANT RD, LAKE PLEASANT, MA 01347	12/09/25	12/08/28	\$0.12550
WMECO	7200048258790521063	38 AVE A, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200053117790505099	0 Broadway St, Lake Pleasant, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200058041490389170	10 Aviation Way, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200059354090579542	Canal St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200060961990379543	1 AVE A, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550

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WMECO	7200068753290405037	29 1st st, Montague, MA 01676	12/09/25	12/08/28	\$0.12550
WMECO	7200072781790379136	Broadway St, Lake Pleasant, MA 01347	12/09/25	12/08/28	\$0.12550
WMECO	7200075178390379363	G St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200084546090357174	56 1ST ST, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200086275490432959	Bridge St, Millers Falls, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200087978290525537	J St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200090172790497500	Lyman St, Millers Falls, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200090487990508864	201 AVE A, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200096549090520524	0 Montague Ave, Lake Pleasant, MA 01347	12/09/25	12/08/28	\$0.12550
WMECO	7200097627390425195	180 Turnpike Road, Montague, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200100726890558524	Bridge St, Montague, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200114400490527967	0 2nd St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200121296790404223	22 POPLAR ST, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200137782890542618	Denton St, Lake Pleasant, MA 01347	12/09/25	12/08/28	\$0.12550
WMECO	7200144829890565644	15 CENTER ST, MONTAGUE, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200157057090526446	Industrial BLVD, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200181040690546756	15 CENTER ST, MONTAGUE, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200181329390513132	42 Industrial Blvd Front, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200186992390358183	10 AVIATION WAY, TURNERS FALLS, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200192264990416172	Lake Pleasant Rd, Lake Pleasant, MA 01347	12/09/25	12/08/28	\$0.12550
WMECO	7200203941990519352	7th St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200205963190551067	23 BRIDGE ST, MILLERS FALLS, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200229734890428572	10 Aviation Way, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200235315890466175	42 Industrial Blvd Rear, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200250658190377656	Main St, Montague, MA 01351	12/30/25	12/29/28	\$0.12550

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WMECO	7200254004490408281	3rd St, Turners Falls, MA 01376	12/09/25	12/08/28	\$0.12550
WMECO	7200303630790455635	0 Millers Falls Rd, Montague, MA 01351	12/09/25	12/08/28	\$0.12550
WMECO	7200303631590504457	W Mineral Rd, Millers Falls, MA 01349	12/09/25	12/08/28	\$0.12550
WMECO	7200336383492235280	56 1st St Skate Ring, Montague, MA 01376	12/09/25	12/08/28	\$0.12550

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the Utility, ISO or other entity.

Payments to Certain Third-Parties. You acknowledge and understand that (a) we are making a flat fee, not based on sales or volume, to the **Massachusetts Municipal Association ("Association")** in connection with its efforts to facilitate the parties entering into this transaction; (b) the contract prices reflects the fee paid to Association; and (c) Association is acting on your behalf as its representative and is not a representative or agent of Constellation.

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