

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(g) (trade secrets or proprietary commercial or financial information)

March 31, 2009

Ms. Margaret T. Downey
Administrator
Cape Light Compact.
P.O. Box 427
Superior Court House
Barnstable, Massachusetts 02630

Re: Amendment and Extension of Competitive Electric Supply Agreement

Dear Ms. Downey:

This letter is an amendment and extension of the Competitive Electric Supply Agreement effective as of December 1, 2005, as amended as of August 14, 2006, between the Cape Light Compact (the "Compact") and Consolidated Edison Solutions, Inc. ("ConEdison Solutions" or "Supplier") (the "Agreement").

Pursuant to Section 4.4 of the Agreement, new pricing terms have been agreed to and are set forth in Exhibit A-3 which is attached to this letter and forms a part hereof.

In addition, in accordance with Section 17.5 of the Agreement, the Agreement is further amended as follows:

1. Introduction

After the paragraph:

WHEREAS, all twenty-one Barnstable County and Dukes County towns and the two counties presently belong to the Compact (the "Member Municipalities");

Add the following:

"WHEREAS, the Compact is an initial member of its sister organization the Cape & Vineyard Electric Cooperative, Inc. (the "Cooperative"), a Massachusetts cooperative corporation; and"

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2. *Article 5.6 is replaced in its entirety with the following:*

“5.6 Energy Efficiency and Green Power Programs - The Parties have a mutual interest in advancing the utilization of demand-side management, energy efficiency programs and technology, and Green Power programs. Supplier, upon reasonable request of the Compact or its affiliated entity, the Cooperative, shall cooperate with the Compact or the Cooperative, as the case may be, in the implementation of such programs. At no time will Supplier take any actions with the intention of materially adversely affecting the direct operations of any of these programs implemented by the Compact, the Cooperative or Supplier. Supplier will use Commercially Reasonable efforts to identify any actions which might have a material adverse effect on the implementation of any programs by the Compact, the Cooperative or Supplier involving demand-side management, energy efficiency and Green Power and will use Commercially Reasonable efforts to consult with the Compact or the Cooperative, as the case may be, prior to taking such actions. Supplier shall also comply with the obligations set forth in Article 8 (Development or Offering of Green Power) of this Agreement.”

3. *Articles 8.1(B) and 8.2 are replaced in their entirety with the following:*

“B. 8.1(B) Green Power

Supplier hereby agrees that it will comply with the applicable provisions of G.L. c. 25A, §11F and any regulations, orders or policies adopted pursuant thereto. The Parties agree that in view of opportunities to reduce the environmental cost of electric power generation, the Parties have a mutual interest in advancing the use of Green Power. The Parties agree that subsequent to execution of this Agreement, the Parties, if directed by the Compact, will: (i) incorporate into Supplier’s provision of All Requirements Power Supply under this Agreement Green Power purchases beyond those required by any Governmental Authority, including laws, regulations or policies adopted pursuant to the provisions of G.L. c. 25A, section 11 F, and beyond the Cape Light Compact Greensm offer, and/or (ii) create an additional Green Power offer for those Consumers who affirmatively choose to participate in such offer. In the event that pursuant to the preceding sentence, the Compact directs the incorporation of additional Green Power purchases or creation of an additional Green Power offer, the Parties will amend Exhibit A-3. The Parties agree that all of Supplier’s reasonable costs for implementation of any such additional Green Power options hereunder, other than those costs normally incurred in marketing and similar activities, will be reimbursed by the Compact.

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8.2 Nothing in this Agreement shall prohibit a Consumer from net metering any or all of its supply. Supplier shall reasonably cooperate with Consumers and the Compact during the term of this Agreement to allow Consumers to net meter.

On July 2, 2008 St. 2008, c. 169 (the “Green Communities Act”) was signed into law in the Commonwealth of Massachusetts. Under the Green Communities Act, the DPU and the Department of Energy Resources (the “DOER”) must promulgate certain rules and regulations that may affect provisions of this Agreement. Upon implementation by the Department or DOER of any rule or regulation affecting any provision of this Agreement, in particular any rule or regulation regarding net metering (St. 2008, c. 169 §78), the Parties shall amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible. Such amendment shall be written, signed by the Parties and attached to this Agreement. The Parties shall use their best efforts to conform such amendment(s) to the original intent of this Agreement, in particular this Article 8. The costs of conforming to such rules or regulations, other than those costs that are expressly assigned directly to individual customers by the net metering rules or regulations, shall be borne equally by the Parties. If the Parties cannot agree on the terms of such amendment, the Parties agree to resolve their differences through the dispute resolution procedures set forth in Article 12 (Resolution of Disputes; Choice of Law).”

4. *Article 8.3 is added to read:*

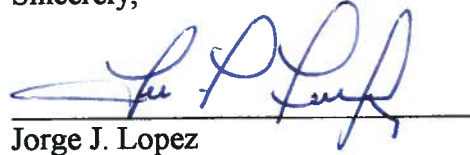
“8.3 Renewable Energy Projects - Supplier hereby agrees that it will incorporate as part of its All Requirements Power Supply, any and all Green Power supply that the Compact purchases or receives from renewable energy projects in the Member Municipalities; provided however, that all Green Power supply that is incorporated into the All Requirements Power Supply pursuant to paragraphs 8.1(B) and 8.3 is subject to the following: without the prior written consent of Supplier, the aggregate MWH shall not exceed 44,000 MWH, nor the price paid by the Compact for such Green Power supply exceed the market rate by more than ten percent (10%).

A copy of this letter and the enclosed exhibit will be made part of an appropriate informational filing with the Massachusetts Department of Public Utilities (the “DPU”). As set forth in Exhibit A-3, the parties intend to give the exhibit confidential treatment, but ConEdison Solutions understands that the Compact cannot guarantee that the DPU will treat the exhibit and the information contained therein as confidential.

Please countersign this letter in duplicate and return one fully-executed original to me to affirm the Compact’s assent to this amendment and extension of the Agreement and the new pricing terms set forth in the enclosed Exhibit A-3. Thank you.

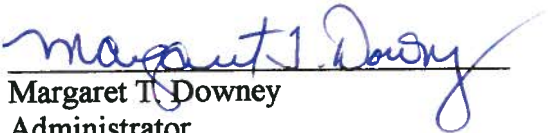
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Sincerely,

A handwritten signature in blue ink, appearing to read "Jorge J. Lopez", written over a horizontal line.

Jorge J. Lopez
President and Chief Executive Officer
Consolidated Edison Solutions, Inc.

ACCEPTED AND AGREED:

A handwritten signature in blue ink, appearing to read "Margaret T. Downey", written over a horizontal line.

Margaret T. Downey
Administrator
Cape Light Compact

(insertion of historical pricing)

The Table below shows actual historical pricing for each pricing period during the duration of the contract, separated by rate class. All rates are shown in cents per kilowatt hour.

<u>Term Start</u>	<u>Term End</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
January 2010	July 2010	8.79	9.26	9.019
July 2010	January 2011	7.99	8.78	8.19

Definitions:

Term Start is the month of the first meter read of the pricing term

Term End is the month of the last meter read of the pricing term

Residential rate includes rate codes R-1, R-2, R-3, R-4, R-5, R-6

Commercial rate includes rate codes G-1, G-4, G-5, G-6, G-7, S-1

Industrial rate includes rate codes G-2 and G-3

(end of insertion)

EXHIBIT A-3

PRICES AND TERMS

- **Start Date:** All-Requirements Power Supply delivered in accordance with the prices and terms set forth in this Exhibit A-3 will commence on Consumer meter read dates in January 2010.
- **Term:** The initial term for All-Requirements Power Supply was fourteen months, from the first Consumer meter read dates in December 2005 through the last Consumer meter read dates in January 2007. The term was subsequently extended through the last Consumer meter read dates in January 2010. This extended term (the “Extended Term”), shall commence on the first Consumer meter read date in January 2010 and end on the last Consumer read date in January 2011, unless this Agreement is sooner terminated in accordance with Section 4.2 of this Agreement.
- As indicated below and subject to the additional pricing parameters set forth further below, Consolidated Edison Solutions, Inc. (“ConEdison Solutions”) is providing the final price for each of the indicated classes of customers for All-Requirements Power Supply:
 - All price offers are stated in dollars per megawatt-hour of metered retail sales.
 - These prices do not include any applicable taxes.
 - Price by customer class:
 - \$ ____ / MWh (____ /kWh) for residential customers (Rate Codes R-1, R-2, R-3, R-4, R-5, R-6)
 - \$ ____ / MWh (____ /kWh) for small commercial customers (Rate Codes G-1, G-4, G-5, G-6, G-7, S-1, S-2)
 - \$ ____ / MWh (____ /kWh) for industrial customers (Rate Codes G-2 and G-3)
 - The prices indicated above shall be reduced on a *pro-rata* basis to reflect Renewable Portfolio Standard Renewable Energy Certificates (“RECs”) supplied by the Compact to ConEdison Solutions at a price per REC less than the Alternative Compliance Payment price established by the Massachusetts Division of Energy Resources and for all RECs required by the Renewable Portfolio Standard for the Compact’s Consumers.

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- **Additional Pricing Parameters for Residential and Small Commercial Customers:**

For the Extended Term, ConEdison Solutions will provide pricing for Residential and Small Commercial Customers for All-Requirements Power Supply. This pricing may reflect procurement of electricity supply by ConEdison Solutions for the first six months of 2010 or for the entire year 2010, as indicated below.

Initial Pricing Period: The initial pricing period for All-Requirements Power Supply is six months, from the first Consumer meter read dates in January 2010 through the last Consumer meter read dates in July 2010 (the "Initial Pricing Period"). The pricing for the initial pricing period will be provided to the Compact by ConEdison Solutions on or before December 17, 2009 (i.e. fourteen (14) days before the first day of the first month of the Initial Pricing Period) and will be determined on the basis of electricity supply commitments entered into by ConEdison Solutions, in consultation with the Compact, prior to the commencement of the Initial Pricing Period. ConEdison Solutions may provide pricing which "blends and extends" the pricing for the July 2009 meter read dates with the pricing for the Initial Pricing Period through January 2010 meter read dates in order to reduce pricing for the second half of 2009 for Consumers.

Pricing for Remainder of Extended Term: For the six month period following the Initial Pricing Period, ConEdison Solutions will provide new pricing for the next six month period of the Extended Term or, by mutual agreement, the same price as in the Initial Pricing Period, such pricing to be provided to the Compact fourteen (14) days before the first day of the first month of the next six month period of the Extended Term. Pricing for this second six month period may also reflect the "blend and extend" pricing from the Initial Pricing Period for the first six month period of the Extended Term.

- **Additional Pricing Parameters for Industrial Customers:**

Pricing for Industrial Consumers (Rate Codes G-2 and G-3) will be provided by ConEdison Solutions every three months based on market pricing.

- **Pricing Parameters for Municipal Consumers:**

Municipal Consumers are not included in the Extended Term.

- **Pricing Disputes:** Pricing disputes shall be resolved in accordance with Section 12.2 (Dispute Resolution) of this Agreement.

Confidential Treatment of this Exhibit A-3:

The terms set forth in this Exhibit A-3 are being voluntarily provided, subject to the Compact's promise that it be provided confidential treatment until December 15, 2010, pursuant to M.G.L. c. 4, §7, cl. 26(g) which provides an exemption to the definition of

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“Public Records” that allows withholding from public disclosure of "trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy and upon a promise of confidentiality... ." ConEdison Solutions has requested that Exhibit A-3 be withheld from public disclosure since the most efficacious and cost-effective arrangement by ConEdison Solutions and the Compact of the power supply and RECs set forth herein might be compromised by premature disclosure of this Exhibit A-3.