

**FIRST AMENDMENT TO LEASE OF TOWN LAND
FOR WIND TURBINE ELECTRIC GENERATION**

This First Amendment to Lease (this "*Amendment*") is entered into this 14 day of March 2011 (the "*Effective Date*") by and between the Town of Fairhaven, a political subdivision of the Commonwealth of Massachusetts (the "*Town*") and CCI Energy, LLC ("*CCI*").

RECITALS

WHEREAS, the Town and CCI entered into a Lease of the Town Land for Wind Turbine Electrical Generation dated the 30th day of July 2007 (the "*Lease*") whereby the Town acting pursuant to the authority granted to it by its Town Meeting leased to CCI certain property for the purposes of a wind energy project defined herein as the Project;

WHEREAS, the Lease at Section 5. (b) contemplated the future adoption of laws and regulations authorizing the Town to participate in the net-metering of energy produced by the Project, and such laws and regulations have now been adopted, and the Parties have negotiated specific terms for the Town's participation in net-metering;

WHEREAS, concurrent with entering into this Amendment, as contemplated under Section 18 of the Lease, and with the consent of the Town, CCI has assigned to its affiliates (i) Fairhaven Wind LLC, a Massachusetts limited liability company and (ii) Arsene Wind LLC, a Massachusetts limited liability company, each with a principal place of business at 13 Elm Street, Suite 200, Cohasset, Massachusetts 02025, as cotenants (collectively, (i) and (ii), the "*Project Owner*"), and the Project Owner has assumed, the Lease, as amended, with the consent of the Town, for the purposes of developing the Project and delivering to the Town energy generated by the Project;

WHEREAS, the Project Owner desires to deliver Net Energy to the Point of Delivery, and the Town desires to make the payments to the Project Owner in connection with the Net Energy generated by the Project during the Term, subject to the terms and conditions, and at the prices, set forth in the Power Purchase Provisions set forth on Exhibit B to this Amendment.

WHEREAS, the Project Owner is in the business of financing, developing, owning, operating and maintaining wind power electric generation facilities;

WHEREAS, the Project Owner proposes to finance, install, own, operate and maintain the Project and to produce wind-generated electricity from the Project;

WHEREAS, the projected annual generation of energy from the project is estimated to be 5,730,000 kWh/ calendar year in a P-99 case and the Town's Projected Annual Consumption is estimated to be 6,600,000 kWh / calendar year;

WHEREAS, the Project Owner desires to assign, and the Town agrees to receive, one hundred percent (100%) of the output, including the associated net metering credits, from the wind-generated electricity generated by the Project;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, the CCI and the Town agree to amend the Lease as follows:

AMENDMENTS

1. Each reference to CCI shall be read to refer to Fairhaven Wind LLC, a Massachusetts limited liability company, ("Fairhaven Wind") and Arsene Wind LLC, a Massachusetts limited liability company ("Arsene Wind"), as co-tenants. Fairhaven Wind and Arsene Wind or either of them, may exercise the rights of CCI under the Lease. The obligations of Fairhaven Wind and Arsene Wind under the Lease shall be joint and several.
2. Exhibit A to this Amendment shall be incorporated in its entirety as Exhibit A to the Lease.
3. The penultimate sentence of Section 2 of the Lease shall be amended in its entirety to read as follows:

The Leased Premises are further described and depicted on Exhibit A to this Lease. Prior to the Commencement of Operations the location of the Leased Premises as shown on Exhibit A may be relocated by CCI, and a new plan, identified as such, substituted for Exhibit A; provided that the Leased Premises as relocated shall be fully within the confines of the Large Parcel, and shall be fully in compliance with all applicable laws, regulations, and licensing or permit requirements.

4. The reference in the first sentence of Section 3 of the Lease to Section 12(b) shall refer instead to Section 12(d).
5. The reference in the first sentence of Section 4(c) of the Lease to Section 4(c) shall refer instead to Section 4(d).
6. Sections 4(f) and 4(g) of the Lease shall be replaced in their entirety with the following:
 - (f) Extension Base Rent. In the event that CCI exercises one or both of its options to extend the term of this Lease, CCI shall pay to the Town as rent for each Contract Year during the extended term the greater of (i) the Base Rent due hereunder payable as provided in Section 12(b), as determined in accordance with Section 4(c), for the Contract Year or (ii) the "Extension Base Rent" for the Contract Year. Extension Base Rent means 36% of the Total Operating Revenues of the Project in a Contract Year up to and including revenues of \$1,500,000, plus 50% of the Total Operating Revenues of the Project in that Contract Year in excess of \$1,500,000. "Total Operating Revenues of the Project" means the total sum of all payments or credits, or the monetary equivalent thereof, made to or for the account of the owner of the Project, or to

any assignee thereof, and which are the result of, or derived from the generation, sale, trade or transfer of electricity by the Project, but not including (i) any amount attributable to any period prior to the twentieth (20th) Contract Year, no matter when received; (ii) condemnation awards and the proceeds of casualty insurance and proceeds of business interruption insurance or similar insurance, except to the extent that such award or proceeds represents compensation for lost income; (iii) except to the extent such amounts reimburse CCI for the loss of an amount that would be included in Total Operating Revenues of the Project, any amount paid by a third-party to CCI arising out of the breach of any representation or warranty made to CCI or the breach of any covenant made with CCI, or any indemnity payments received by CCI; and (iv) any amounts received by CCI in connection with the sale or disposition of all or any part of the Project. CCI shall make estimated rental payments of the Extension Base Rent on a quarterly basis using a pro rata allocation of the Total Operating Revenues of the Project for the quarter just ended.

- (g) Payment of Extension Base Rent. Not later than sixty (60) days after the end of each Contract Year, CCI shall calculate the Extension Base Rent for the immediately preceding Contract Year and shall provide such calculation to the Town with appropriate supporting documentation. Such documentation shall include (a) a statement detailing Total Operating Revenue for the Contract Year; (b) MWh of electricity and other products sold in the Contract Year; and (c) a certificate signed by an authorized officer of CCI that he has reviewed the submittal and calculations; and that the submittal is a correct representation of the matters set forth and was prepared in accordance with the terms of this agreement. If the Extension Base Rent for the Contract Year exceeds the estimated Extension Rent paid quarterly for such Contract Year in Section 4(f) above, then CCI shall promptly pay the difference to the Town. If such calculation results in an amount less than the amount of the estimated Extension Rent already paid to the Town for the Contract Year, CCI may credit such excess payment against any future quarterly payments due to the Town until CCI has recovered such excess in full.
7. Exhibit B to this Amendment shall be incorporated in its entirety as Exhibit B to the Lease.
8. The provisions of Section 5 of the Lease shall be replaced in their entirety with the following:
- The Project Owner shall deliver energy produced by the Project and the Town shall make payments to the Project Owner for such energy pursuant to the terms of the Net Metering Power Purchase Provisions attached hereto as Exhibit B to this Lease and the Project Owner and the Town shall each perform its respective obligations thereunder.
9. When the defined term "Term" is used in the Lease (other than in Exhibit B to the Lease), such term shall be interpreted to mean the term of the Site Lease

Provisions (as such term is defined in Article 1 of Exhibit B) and not the Term of the Power Purchase Provisions (as such term is defined in Article 1 of Exhibit B).

10. Sections 7(b)(ii) through (iv) shall be amended to read as follows:
 - (ii) Failure of CCI to submit to the Town a plan of the definitive location of the Leased Premises, and to order two wind turbines for the Leased Premises and to make the requisite down payment no later than June 30, 2011.
 - (iii) Failure of CCI to have the wind turbines delivered to the Leased Premises on or by March 31, 2012.
 - (iv) Failure of CCI to reach Commencement of Operations by June 30, 2012.
11. The proviso in the final paragraph of Section 7(b) of the Lease shall read as follows: “provided, that CCI begins to cure the default as soon as is reasonably practical and diligently pursues such cure to completion, and provided further that such cure is completed within twelve (12) months of the Town’s initial written notice of the default.”
12. The words “deliver energy” shall be deleted from the penultimate paragraph of Section 7(b) of the Lease.
13. New subsections (d) and (e) shall be added to Section 7 of the Lease, which shall read in their entirety as below:
 - (d) Notwithstanding anything in this Lease to the contrary, if by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that: (i) the non-performing party, within ten (10) business days after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the performing party shall use its commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, neither party shall be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest.
 - (e) The term “Force Majeure” or Force Majeure event(s) shall mean acts of God; winds, hurricanes, tornados, fires, epidemics, landslides, floods; strikes, lock-outs; or other industrial disturbances, acts of public enemies, new laws and/or regulations and changes to existing laws and/or regulations if the same make it economically impractical to operate the Project; acts, failures to act, or

orders of any kind of any governmental authorities (provided, however, no act, failure to act, or order of the Town may be used as an excuse by the Town of its obligations hereunder); insurrections; inability to procure materials or services; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery or power lines; equipment breakdowns; or failure or inability to obtain replacement parts; or any cause or event, not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors or events other than any of the factors and/or events set forth herein.

14. Section 11 of the Lease shall be replaced in its entirety with the following language:

11. Removal of Project Facilities and Security. CCI shall comply with the provisions of the Town's wind energy by-law regarding removal of the Project at the end of the term.

(a) To secure the payment of the cost of removing the Project at the end of the term, CCI shall make the following payments to the Town (the "Removal Security Deposit") which payments will be deposited and held in an interest bearing escrow account at a bank as reasonably determined by the Town and used only for the purposes stated in paragraphs (b) and (c) below. CCI shall make an initial \$500.00 payment to the Town prior to the commencement of construction on the Leased Premises; thereafter, CCI shall make additional payments to the Town for the Removal Security Deposit on or before each Base Rent due date in the amount of \$0.0003 per KWH generated in the previous quarter.

(b) CCI shall remove the Project from the Leased Premises by not later than six (6) months after the termination of the Lease, provided that no portion of the Project may be removed from the Leased Premises until CCI has first provided security in the form of a performance bond, cash escrow account, letter of credit or other such surety reasonably acceptable to the Town in an amount which, together with the amount then in the Removal Security Deposit account, is sufficient to cover the cost of removal of the Project and restoration of the Leased Premises. CCI agrees that the Project will not be considered to have been removed pursuant to this section unless CCI has restored the surface of the Sites as near as is reasonably practicable to its original condition at the beginning of the term of this Lease; provided, however, that CCI shall not be required to remove any underground installations located in the Accessory Parcels nor any installations in the WWTP. Upon removal of the Project and restoration of the Leased Premises pursuant to this provision the Town shall release the surety and deliver the Removal Security Deposit to CCI.

(c) In the event of the failure of CCI to provide the surety required in (b) above within three (3) months of the termination of the Lease, or the failure of CCI to remove the Project and restore the Leased Premises within six (6) months after the termination of the Lease or such longer period as the parties may agree at

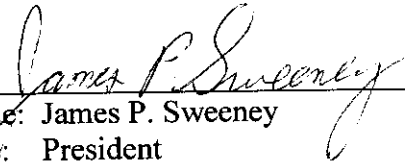
the time CCI provides the surety, the Town may, in its sole discretion, declare CCI to be in default hereunder. Upon such declaration, the Town shall have the right, but not the obligation, to assume the removal and restoration obligations of CCI under paragraph (b) above and to draw on the Removal Security Deposit and any such surety provided by CCI, and in its sole discretion, salvage any or all remaining components of the Project, to the extent required to meet such removal and restoration obligations.

15. The reference in Section 12(a)(iii) of the Lease to the “purchase price for the Premises” shall be amended to read “purchase price for the Project”.
16. Section 12(c) of the Lease shall be deleted in its entirety.
17. The following shall be added at the end of Section 26(k) of the Lease: “All other obligations of the lessee hereunder shall terminate upon the termination of the Lease and either the removal of the Project in accordance with Section 11 of the sale of the Project to the Town in accordance with Sections 12(b) and 12(c) hereof.”
18. The following shall be added at the end of Section 18 of the Lease: “Upon notice to the Town but without the Town’s consent, Arsene Wind may merge with Fairhaven Wind; provided such merger shall not limit the rights or obligations of the Town herein.”
19. All references to a Leasehold Mortgagee in Section 24 of the Lease shall be amended to read “Leasehold Mortgagee or its assignee”.
20. In Section 24(g) of the Lease, the word “This” at the beginning of the first sentence shall be replaced with the following: “If a Leasehold Mortgagee holds any interest in CCI’s leasehold estate, then this”.
21. Section 26(b) of the Lease shall be amended to read in its entirety as “Intentionally omitted.”
22. A new subsection (m) shall be added to Section 26 of the Lease that reads as follows: “The Town hereby expressly waives any rights it may have to cancel this Lease or discharge any of its obligations hereunder on the basis that there may be a right of termination for convenience (whether it be express, implied or constructive) in contracts with public entities.”

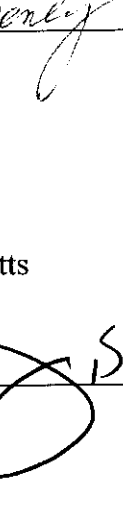
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IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the Effective Date.

CCI Energy LLC,
a Delaware limited liability company

By: 
Name: James P. Sweeney
Title: President

Town of Fairhaven,
a political subdivision of the
Commonwealth of Massachusetts

By: 
Name: Charles Murphy
Title: Chairman

By: 
Name: Michael Silvia
Title: Selectman


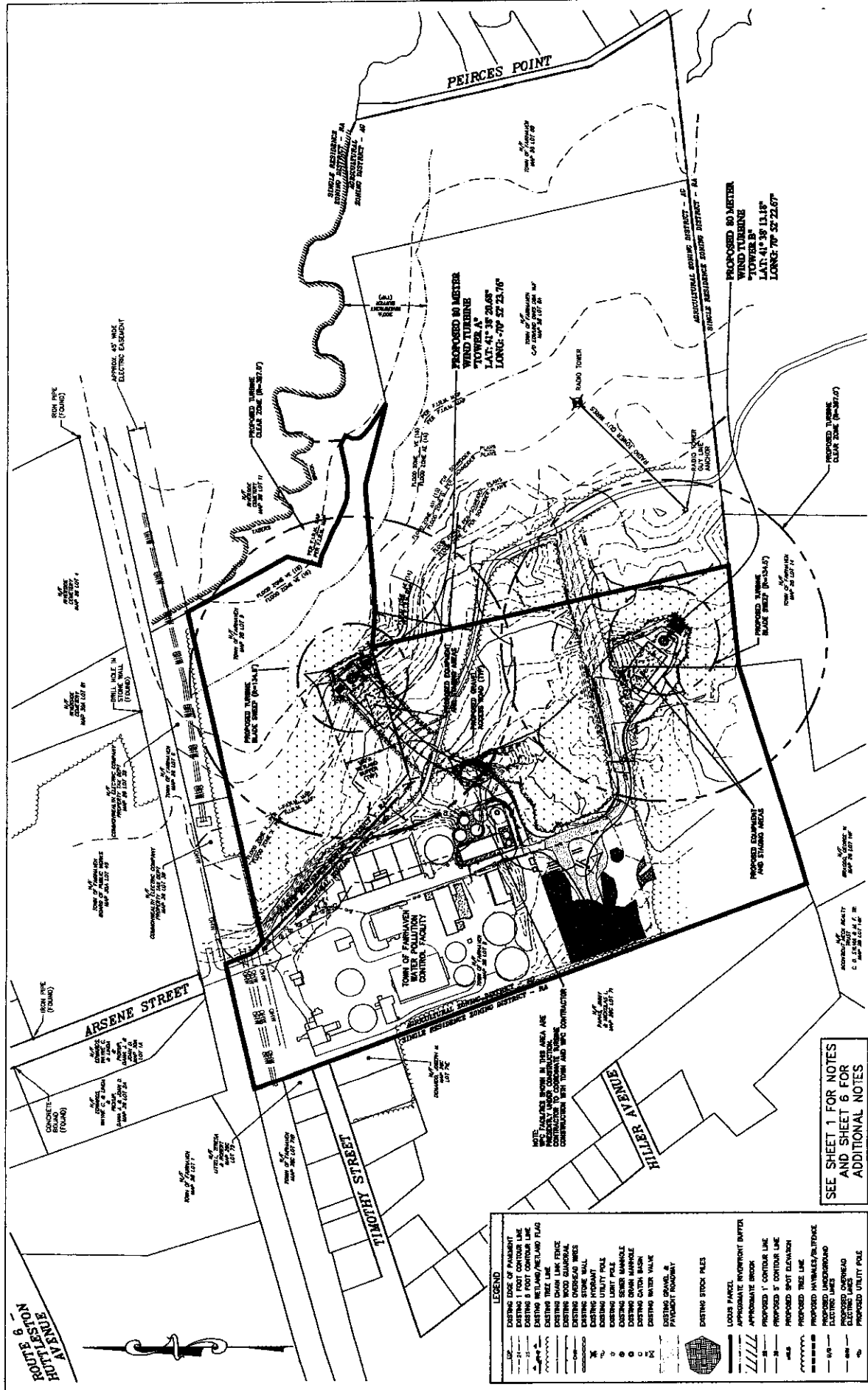
By: 
Name: Brian Bowcock
Title: Selectman

EXHIBIT A
PLAN OF LEASE PREMISES



SHEET NO. 2 OF 6
 JOB NUMBER 2552.04

OVERALL SITE PLAN
Fairhaven Water Pollution Control Facility
 LOTS 6 & 9, MAP 2B, FAIRHAVEN, MA
 DECEMBER 13, 2010

PREPARED FOR:
LUMUS CONSTRUCTION
 1 JEWELL DRIVE - SUITE 321
 WILMINGTON, MASSACHUSETTS 01887

NO.	BY	DATE	REVISION
1	SW	2-21-11	EXCISED TOWER 'A' LOCATION

DESIGNED BY: _____
 CHECKED BY: _____
 DRAWN BY: _____
 SCALE: 1" = 100'
 DATE: _____

SEE SHEET 1 FOR NOTES
 AND SHEET 6 FOR
 ADDITIONAL NOTES

Atlantic
 DESIGN ENGINEERS, L.L.C.
 P.O. Box 1051, Sandwich, MA 02563 (508) 888 - 9282

- LEGEND**
- EXISTING EDGE OF PAVEMENT
 - EXISTING 1 FOOT CONTOUR LINE
 - EXISTING 5 FOOT CONTOUR LINE
 - EXISTING 10 FOOT CONTOUR LINE
 - EXISTING TREE LINE
 - EXISTING CHAIN LINK FENCE
 - EXISTING WOOD SHED
 - EXISTING OVERHEAD WIRES
 - EXISTING HYDRANT
 - EXISTING UTILITY PILE
 - EXISTING LIMB POLE
 - EXISTING TREE MARKER
 - EXISTING WATER MAIN
 - EXISTING CATCH BASIN
 - EXISTING WATER VALVE
 - EXISTING GRASS & PAVEMENT ROADWAY
 - EXISTING STOCK PILES
 - LOT'S PARCEL
 - APPROXIMATE BOUNDARY
 - APPROXIMATE BROOK
 - PROPOSED 1' CONTOUR LINE
 - PROPOSED 5' CONTOUR LINE
 - PROPOSED TREE LINE
 - PROPOSED UTILITY PILE
 - PROPOSED WATER/WALKER/BALDACE
 - PROPOSED UNDERPASS
 - PROPOSED OVERHEAD ELECTRIC LINES
 - PROPOSED UTILITY POLE

**EXHIBIT B TO
LEASE OF TOWN LAND
FOR WIND TURBINE ELECTRIC GENERATION
NET METERING POWER PURCHASE PROVISIONS**

**ARTICLE 1
DEFINITIONS; INTERPRETATION**

When used in this Exhibit B (these “*Power Purchase Provisions*”), the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings. In the event of a conflict between the terms of the Site Lease Provisions and these Power Purchase Provisions in the interpretation of the Parties obligations under these Power Purchase Provisions, the terms of these Power Purchase Provisions shall control.

“*Affiliate*” means, with respect to the Project Owner, (i) each Person that, directly or indirectly, controls or is controlled by or is under common control with the Project Owner; (ii) any Person that beneficially owns or holds ten percent (10%) or more of any class or voting securities of the Project Owner or ten percent (10%) or more of the equity interest in the Project Owner; or (iii) any Person of which the Project Owner beneficially owns or holds ten percent (10%) or more of the equity interest. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Project Owner, whether through the ownership of voting securities or by contract or otherwise.

“*Applicable Legal Requirements*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Project.

“*Business Day*” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“*Class III Net Metering Facility of a municipality or governmental entity*” shall have the meaning set forth in M.G.L. c. 164, §138, as amended by §27 of c. 359 of the Acts of 2010 of the Commonwealth of Massachusetts.

“Financier” means any individual or entity providing money or extending credit to the Project Owner for the purpose of procuring, constructing, owning, operating, maintaining, repairing, decommissioning or removing the Project, including, but not limited to: (i) the construction, term or permanent financing of the Project; or (ii) investment capital, working capital or other ordinary business requirements for the Project (including the maintenance, repair, replacement or improvement of the Project); or (iii) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project. Financier shall include any entity through which the Project Owner has a lien in connection with the Project. “Financier” shall not include common trade creditors of the Project Owner.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under these Power Purchase Provisions, including, but not limited to, acts of God; winds, hurricanes, tornados, fires, epidemics, landslides, floods; strikes, lock-outs; or other industrial disturbances, acts of public enemies, new laws and/or regulations and changes to existing laws and/or regulations if the same make it economically impractical to operate the Project; acts, failures to act, or orders of any kind of any governmental authorities (provided, however, no act, failure to act, or order of the Town may be used as an excuse by the Town of its obligations hereunder); insurrections; inability to procure materials or services; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery or power lines; equipment breakdowns; or failure or inability to obtain replacement parts; or any other cause or event, not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors or events other than any of the factors and/or events set forth herein.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Energy.

“Host Customer Costs” shall mean the cost of performing all of the Host Customer’s obligations under the Interconnection Agreement or the Tariff, such as those pertaining to the reading or testing of meters, but specifically excluding all costs associated with the design, construction, or installation of facilities or metering devices necessary for interconnecting the Project to NSTAR’s electric power system (via the Host Customer), or any upgrade of the electric system of NSTAR that is necessary for the delivery of Net Energy to the NSTAR electric power system.

“Net Metering” means the process of measuring the difference between electricity delivered by a local electric distribution company and electricity generated by a net metering facility and fed back to the local electric distribution company, as set forth under M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00, as may be amended from time to time by a Governmental Authority.

“Net Metering Credits” shall have the meaning set forth in 220 C.M.R. § 18.00, as implemented by the Tariff.

“Net Metering Device” means any and all revenue quality meters installed by NSTAR necessary or appropriate for the registration, recording, and transmission of information regarding the amount of Net Energy generated by the Project and delivered to the Point of Delivery.

“Parties” means the Town and the Project Owner, and their respective successors and permitted assignees.

“Party” means the Town or the Project Owner, and their respective successors and permitted assignees.

“Permits” means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Project, including, but not limited to, any permits required by the Town of Fairhaven’s Zoning Bylaw § 198-29.5 Wind Energy Facilities and construction related permits.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

“Point of Delivery” means the Net Metering Device for one or more turbines which are connected directly to the NSTAR local electrical distribution system and/or the Project Metering Device for one or more turbines which are connected “behind the meter” at the Town’s wastewater treatment plant.

“Project” means the two (2) wind power electrical generation turbines to be constructed owned, operated and maintained by the Project Owner, each with a nameplate capacity of less than two (2) MW, together with all appurtenant facilities, including, but not limited to, the Project Metering Device and any interconnection facilities, and transformers owned by the Project Owner and required to interconnect the Project to the Point of Delivery and NSTAR’s local electric distribution system, and any and all additions, replacements or modifications thereto, all to be located on or adjacent to the Leased Premises, including any connection or physical modification required to tie-in “behind the meter” at the Town’s wastewater treatment plant.

“Project Metering Device” means any and all revenue quality meters installed by the Project Owner before the Point of Delivery necessary or appropriate for the measurement of Net Energy.

“Site Lease Provisions” means all provisions of the Lease other than (i) Section 5 and the terms of Exhibit B to the Lease (i.e. these Power Purchase Provisions).

“Tariff” means the NSTAR tariffs M.D.P.U. No. 162B and M.D.P.U. No. 163 for interconnection for distributed generation and net metering services, as approved in DPU Docket 09-73, and any subsequent amendments and approvals thereto, including pursuant to M.G.L. c. 164, §§ 138 and 139, as amended by §§25 through 30 of c. 359 of the Acts of 2010 of the Commonwealth of Massachusetts and any amended or successor regulations or tariffs promulgated or adopted in accordance therewith.

ARTICLE 2 TERM

2.1 Term.

a. The term of these Power Purchase Provisions (the **“Term”**) shall commence on the Effective Date, and, unless otherwise extended for an Extension Term in accordance with Section 2.1 b, shall end upon the earlier of (i) the end of the Initial Term of the Site Lease Provisions, or (ii) such date as of which these Power Purchase Provisions may be earlier terminated pursuant to the provisions of these Power Purchase Provisions.

b. Subject to the Town’s End of Term Purchase Option, and provided that these Power Purchase Provisions have not been earlier terminated pursuant to the provisions herein, the Term of these Power Purchase Provisions shall be automatically extended for the same duration as the term of the Site Lease Provisions may be extended pursuant to the terms of the Site Lease Provisions for any Extension Term.

c. Notwithstanding the provisions of Section 2.1 b, the Town shall have the option to terminate these Power Purchase Provisions upon the commencement of any Extension Term provided that the Town has given written notice to the Project Owner not less than seven (7) months prior to the end of the Initial Term or any Extension Term, if applicable.

d. If the Town delivers the notice contemplated in Section 2.1 c, above, the Project Owner shall have the right (in its sole discretion) to solicit offers from and to enter into one or more agreements with third parties to deliver Net Energy from the Project to or for the benefit of one or more third parties after the end of the Term of these Power Purchase Provisions and any Extension Term. In the event that the Town issues the notice contemplated under Section 2.1 c, these Power Purchase Provisions shall terminate at the end of the Term or the applicable Extension Term, Section 5 of the Lease shall be deemed deleted from the Lease, and the Town shall reasonably cooperate with the Project Owner to allow the Project Owner (and any subsequent owner of a wind turbine associated with the Project) to interconnect directly with NSTAR or one or more Host Customers, in the Project Owner’s sole discretion and at the Project

as-usual maintenance and monitoring operations of the Project and on emergency preparedness and response. Notwithstanding the foregoing, the Town shall have no right to perform any maintenance or repair on the Project without the Project Owner's prior written consent, except in the case of an emergency where immediate action on the part of the Town is reasonably necessary for safety reasons or as otherwise permitted under the Site Lease Provisions, *provided, however*, the Town's representatives shall at all times comply with all safety and other operating procedures reasonably established by the Project Owner and all Applicable Legal Requirements.

3.4 Notice of Commencement of Operations. Subject to the provisions of these Power Purchase Provisions, the Project Owner shall notify the Town when the Project has achieved the Commencement of Operations.

ARTICLE 4 DELIVERY OF AND PAYMENT FOR NET ENERGY

4.1 Delivery of and Payments for Net Energy. Commencing on the date that the Project Owner commences operation of the Project in parallel with the NSTAR electric power distribution system, the Project Owner agrees to deliver to the Point of Delivery and the Town agrees to pay for one hundred percent (100%) of the Net Energy.

4.2 Price. The Town shall pay the Project Owner for the Net Energy Charge as defined in Exhibit A to these Power Purchase Provisions, which is hereby incorporated by reference into the terms of these Power Purchase Provisions and made a part hereof.

4.3 Governmental Charges.

a. The Project Owner is responsible for local, state and federal income taxes attributable to the Project Owner for income received under these Power Purchase Provisions.

b. The Project Owner is responsible for any personal property taxes attributable to its ownership of the personal property associated with the Project.

c. The Project Owner is responsible for any Governmental Charges currently attributable to the sale of Net Energy to the Town, irrespective of whether imposed before, upon or after the delivery of Net Energy to the Point of Delivery. In the event that changes in law or regulation result in a change in the Governmental Charges attributable to the sale of Net Energy to the Town, the Parties agree to negotiate in good faith a fair and equitable sharing of any increase in such charges, *provided, however*, the Project Owner shall have no obligation for any Governmental Charges imposed by the Town on the sale of Net Energy or the ownership and operation of renewable or distributed electrical energy facilities subsequent to the Effective Date, unless the imposition of such a charge by the Town is mandated by applicable state or federal law.

d. Both Parties shall use reasonable efforts to administer these Power Purchase Provisions and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Energy hereunder are to be exempted from or not subject to one or more

Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

4.4 Environmental Credits and Value. The Agreement shall not include any rights, title or interest in any environmental offsets or allowances, renewable production or investment tax credits, or environmental attributes, value or credits of any kind or nature, earned by or attributable to (A) the Project and (B) the Energy, including, without limitation, those resulting from or associated with the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), renewable energy certificates ("**RECs**") (or associated GIS Certificates), or any other state or federal acts, laws or regulations that provide offsets, allowances, or credits related to energy or emissions (collectively, the "**Environmental Attributes**"). RECs represent the environmental and other non-energy attributes, value and credits of any kind and nature associated with one (1) megawatt hour (MWh) of generation eligible for compliance against the Renewable Energy Portfolio Standard, 225 C.M.R. §14.00, including, but not limited to, any and all pollution offsets or allowances and regulatory compliance rights. The Town may not, under the Agreement or otherwise, make any claim of title to any RECs or the corresponding energy in regards to a renewable portfolio standard, emission offset or other environmental disclosure or similar regulatory requirement. To the extent any tax, RECs, Environmental Attributes or other such credits are allocated to the Town by operation of law or regulation, the Town shall cooperate fully with the Project Owner to disclaim any rights to such credits and attributes and to assign or allocate all such tax, RECs, Environmental Attributes or other such credits, and the value thereof to the Project Owner.

4.5 Net Metering Credits. All interest in and title to any and all Net Metering Credits generated or created during the Term in connection with the operation of the Project and the delivery of Net Energy to the Point of Delivery, together with the right to allocate such Net Metering Credits or receive cash payments in connection with the surrender or transfer of such Net Metering Credits, shall rest solely with the Town.

ARTICLE 5 METERING AND BILLING

5.1 Billing. On or before the tenth (10th) day (or if such day is not a Business Day, the next succeeding Business Day) after receipt of a statement from NSTAR for each Billing Period (as defined in the Tariff) calculating the Net Energy delivered by the Project during such Billing Period, the Project Owner shall calculate the amount due and payable to the Project Owner for the Net Energy produced and delivered to the Point of Delivery pursuant to Exhibit A to these Power Purchase Provisions, with respect to such Billing Period, and shall forward to the Town an invoice, including such calculation, with sufficient detail for the Town to verify the calculation and the total amount due and payable for such Billing Period. The Town shall reasonably cooperate with the Project Owner by promptly providing copies of (or electronic access to) any electric billing statements received by the Town necessary for the Project Owner to make the calculations required herein.

5.2 Payment. On or before the twentieth (20th) day after the Town receives an invoice for a Billing Period from the Project Owner, the Town shall pay the Project Owner any amounts due and payable hereunder for Net Energy for such Billing Period, as calculated pursuant to Exhibit A to these Power Purchase Provisions. All such invoices shall be paid by a mutually agreeable method to the account designated by the Project Owner. Any payment not made within the time limits specified herein shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by the Project Owner. Such interest shall accrue at an annual rate equal to the Interest Rate.

5.3 Metering Equipment. The Project Owner shall provide, install, own, operate and maintain the Project Metering Device. The Project Owner shall maintain and test the Project Metering Device generally in accordance with the same terms and conditions applicable to the Net Metering Device installed by NSTAR for the purpose of delivering Energy to NSTAR and the calculation of Net Metering Credits, but in any event on no less than an annual basis.

a. Readings of the Net Metering Device shall be conclusive as to the amount of Net Energy; provided that if the Net Metering Device is out of service, is discovered to be inaccurate, or registers inaccurately, measurement of Net Energy shall be determined by reference to the Project Metering Device and further provided that if one or more turbine(s) is connected “behind the meter” at the Town’s wastewater treatment plant, the readings of the Project Metering Device shall be conclusive as the amount of Net Energy provided from such turbine(s) to the Town. If the Project Metering Device is also discovered to be inaccurate, or registers inaccurately, measurement of Net Energy shall be determined in the following sequence: (i) by estimating by reference to quantities measured during periods of similar conditions when the Project Metering Device was registering accurately; or (ii) if no reliable information exists as to the period of time during which such Project Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction was equal to (x) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (y) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Project Metering Device through the date of the adjustments, provided, however, that, in the case of clause (y), the period covered by the correction shall not exceed six months.

b. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of the Project Owner to verify the accuracy of the measurements and recordings of the Net Metering Device and the Project Metering Device. The Project Owner shall provide at least twenty (20) days prior written notice to the Town of the date upon which any test of the Project Metering Device is to occur and shall provide prompt notice if Project Owner requests or is aware that NSTAR will be testing the Net Metering Device. The Project Owner shall prepare a written report setting forth the results of each such test, and shall provide the Town with copies of such written report not later than thirty (30) days after completion of such test. The Project Owner shall bear the cost of the annual testing of the Project Metering Device and the preparation of the Project Metering Device test reports.

c. The following steps shall be taken to resolve any disputes regarding the accuracy of the Project Metering Device or the Net Metering Device:

i. If either Party disputes the accuracy or condition of the Project Metering Device or the Net Metering Device, such Party shall so advise the other Party in writing. Either the Project Owner or the Town can request NSTAR to test the Net Metering Device in accordance with the Interconnection Agreement or Tariff.

ii. The Project Owner shall, within fifteen (15) days after receiving such notice from the Town, or the Town shall, within such time after having received such notice from the Project Owner, advise the other Party in writing as to its position concerning the accuracy of such Net Metering Device or Project Metering Device and state reasons for taking such position.

iii. If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause such Net Metering Device or Project Metering Device to be tested.

iv. If the Net Metering Device or Project Metering Device is found to be inaccurate by not more than 2%, any previous recordings of the Net Metering Device or Project Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Net Metering Device or Project Metering Device shall bear the cost of inspection and testing of such Net Metering Device or Project Metering Device.

v. If the Net Metering Device or Project Metering Device is found to be inaccurate by more than 2% or if such Net Metering Device or Project Metering Device is for any reason out of service or fails to register, then (a) the Project Owner shall promptly cause the Project Metering Device found to be inaccurate, or the Town shall promptly cause the Net Metering Device found to be inaccurate, to be adjusted to correct, to the extent practicable, such inaccuracy, (b) the Parties shall estimate the correct amounts of Net Energy during the periods affected by such inaccuracy, service outage or failure to register, and (c) the Project Owner shall bear the cost of inspection and testing of the Project Metering Device and the Town shall bear the cost of inspection and testing of the Net Metering Device. If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "***Net Energy Deficiency Quantity***"), the Project Owner shall reimburse the Town for the amount paid by the Town in consideration for the Net Energy Deficiency Quantity. If as a result of such adjustment the quantity of Net Energy for any period is increased (such quantity, the "***Net Energy Surplus Quantity***"), the Town shall pay for the Net Energy Surplus Quantity.

5.4 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction, including the amounts of any energy consumed by the Town in connection with any of the Town Accounts and the Net Metering Device Account (as such terms are defined in Exhibit A to these Power Purchase Provisions). Either Party may, at its sole cost and expense,

a. Commencing no later than the Commencement of Operations, the Project Owner shall procure and maintain in full force and effect a maintenance and repair agreement for the Project with the Project manufacturer for a period of at least two years. Upon expiration of the maintenance and repair agreement for the Project with the Project manufacturer, the Project Owner shall maintain in full force and effect a maintenance and repair agreement for the Project, either with a qualified third party or through the use of its own personnel.

b. The Project Owner shall maintain accurate operating and other records and all other data for the purposes of proper administration of these Power Purchase Provisions, including such records as may be required of the Project Owner (and in the form required) by any Governmental Authority, NEPOOL, ISO-NE, NSTAR, or as may be reasonably required by the Town.

c. The Project Owner shall provide the Town with a monthly e-mail report, as soon as practicable after the end of each month regarding the progress with respect to the permitting, financing, construction, and operations of the Project or other data concerning the Project as the Town may, from time to time, reasonably request.

d. Commencing with the Commencement of Operations, the Project Owner shall notify the Town as soon as practicable when the Project Owner becomes aware that the Project may be mechanically inoperable for more than a 48-hour period.

e. The Project Owner shall perform its obligations under these Power Purchase Provisions in full compliance with the Applicable Legal Requirements, and construct, operate, maintain and decommission the Project in full accordance with Applicable Legal Requirements.

f. The Project Owner shall comply with the provisions of the Site Lease Provisions.

g. The Project Owner shall comply, and shall require its employees to comply, with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable state statutes and regulations affecting job safety.

h. The Project Owner shall use Commercially Reasonable efforts to obtain at its sole cost all approvals and agreements required for the Project Owner's interconnection of the Project to the Town's equipment and to assist the Town in obtaining the approvals and agreements necessary for the Town to connect its equipment to the local electric distribution grid maintained by NSTAR. The Project Owner will promptly inform the Town of all significant developments relating to such interconnection matters. The Town will cooperate fully with the Project Owner on all such matters and shall provide the Project Owner with such information as the Project Owner may reasonably request in connection with the Project Owner's procurement of, and the Project Owner's assistance in procurement of, such approvals and agreements. If any material changes in plans and/or specifications to the Project or the interconnection of the Town's facilities are required by the applicable electric distribution company, then the Project Owner shall submit such changes, if any, to the Town for its approval, which shall not be unreasonably conditioned, withheld or delayed.

6.3 The Town's Obligations.

a. The Town shall act as the Host Customer, as defined in 220 C.M.R. §18.02, for the Project. To the extent that NSTAR and the Town mutually agree that NSTAR will not pay for Net Metering Credits pursuant to 220 C.M.R. §18.05(4) but will instead allocate the Net Metering Credits pursuant to 220 C.M.R. §18.05(1), the Town shall be responsible for identifying designees of the Net Metering Credits in accordance with Applicable Legal Requirements and the Tariff. During the Term of these Power Purchase Provisions, the Project Owner shall have no claim on, or responsibility regarding, such Net Metering Credits.

b. Subject to the terms and conditions of these Power Purchase Provisions, the Town shall, upon prior written request by the Project Owner and at the Project Owner's expense, execute a consent agreement with respect to a collateral assignment hereof in favor of any Financier(s) in a form reasonably acceptable to the Town in its sole discretion, provided that the Town's duty to make factual statements or representations in such consent and agreement shall be contingent upon the truthfulness and accuracy of such statements or representations at the time the consent and agreement is delivered.

c. The Town acknowledges that the Financier(s) may have other or further requests with respect to the assignment of the Agreement (such as requests for legal opinions or certificates from the Town) and may request that certain terms be incorporated into a consent agreement or assignment agreement to be executed by the Town. The Town, at the Project Owner's expense, will consider any such requests and will cooperate, negotiate and execute and deliver any such consent and agreement or assignment in good faith.

d. The Town shall perform its obligations under these Power Purchase Provisions in full compliance with the Applicable Legal Requirements.

e. The Town shall comply with the provisions of the Site Lease Provisions and shall not cause the Project Owner to be in breach of any provisions of the Site Lease Provisions as a result of the Town's actions or inactions under these Power Purchase Provisions.

f. The Town shall reasonably cooperate with the Project Owner so that the Project Owner can meet its obligations under these Power Purchase Provisions and under the Site Lease Provisions. The Town agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the design, construction, engineering, operations, maintenance and deconstruction of the Project and to act at all times during such review within its legal capacity. This provision is not intended to and shall not be construed to imply that the Town's Board of Selectmen has the authority to direct the outcome of any application submitted to any independent local permit issuing authority nor that the Town's Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project. The Parties agree that, in the event either Party is sued by a third-party in connection with any Permit, approval or any other matter related to the Project, these Power Purchase Provisions or the Site Lease Provisions, the defending Party will immediately notify and consult with the other Party. The Parties further agree that they will

work together in good faith to expeditiously defend such action and shall coordinate their defense efforts subject to any restrictions imposed by Applicable Legal Requirements.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties by the Project Owner. As of the Effective Date, the Project Owner represents and warrants to the Town as follows.

a. The Project Owner is a limited liability company, duly organized, validly existing, and in good standing under the laws of Massachusetts.

b. The Project Owner has full legal capacity to enter into and perform these Power Purchase Provisions.

c. The execution, delivery and performance of these Power Purchase Provisions by the Project Owner has been duly authorized, and each person executing these Power Purchase Provisions on behalf of the Project Owner has full authority to do so and to fully bind the Project Owner.

d. To the Project Owner's knowledge, there is no action, suit, proceeding, inquiry, or investigation overtly threatened in writing or pending before or by any judicial court or administrative or law enforcement agency against or affecting the Project Owner or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Project Owner's ability to carry out its obligations under these Power Purchase Provisions.

7.2 Representations and Warranties by the Town. The Town represents and warrants to the Project Owner as follows.

a. The Town is a municipal corporation having its principal office at 40 Centre Street, Fairhaven, Massachusetts 02719.

b. The Town has full legal capacity to enter into and perform these Power Purchase Provisions.

c. The execution, delivery and performance of these Power Purchase Provisions by the Town has been duly authorized, and each person executing these Power Purchase Provisions on behalf of the Town has full authority to do so and to fully bind the Town.

d. To the Town's knowledge, there is no action, suit, proceeding, inquiry, or investigation overtly threatened in writing or pending before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under these Power Purchase Provisions.

ARTICLE 8
TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default by the Town. The following shall each constitute an Event of Default by the Town.

- a. The Town fails to make any material payment due under these Power Purchase Provisions within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.
- b. The Town fails to perform or comply with any material covenant or agreement set forth in these Power Purchase Provisions and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the Project Owner to the Town; provided that if the Town proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, but during such thirty (30) days the Town makes, and continues to make, Commercially Reasonable efforts to cure the default, then the Town shall not be in default until either such efforts are abandoned, reasonable progress towards a cure has not resulted, or such efforts are concluded and the default remains un-cured.
- c. An event of default of the Town under the Site Lease Provisions that results in termination of the Lease.
- d. The Town materially breaches its obligations under these Power Purchase Provisions.

8.2 Events of Default by the Project Owner. The following shall each constitute an Event of Default by the Project Owner.

- a. The Project Owner fails to make any material payment due under these Power Purchase Provisions within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.
- b. The Project Owner fails to perform or comply with any material covenant or agreement set forth in these Power Purchase Provisions and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the Town to the Project Owner; provided that if the Project Owner proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, but during such thirty (30) days the Project Owner makes, and continues to make, Commercially Reasonable efforts to cure the default, then the Project Owner shall not be in default until either such efforts are abandoned, reasonable progress towards a cure has not resulted, or such efforts are concluded and the default remains un-cured.

c. An event of default of the Project Owner under the Site Lease Provisions that results in termination of the Lease.

d. The Project Owner materially breaches its obligations under these Power Purchase Provisions.

e. For any reason other than an event of *Force Majeure*, the Project Owner is unable to deliver Net Energy to the Point of Delivery for eighteen (18) consecutive months following the Commencement of Operations and prior to expiration of these Power Purchase Provisions.

f. The Project Owner: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within one hundred twenty (120) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.3 *Force Majeure*.

a. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

b. If an event of *Force Majeure* affecting either Party continues for a period of one hundred eighty (180) days or longer, the performing Party may treat such an event as an Event of Default and may terminate these Power Purchase Provisions.

8.4 Termination for Default.

a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that these Power Purchase Provisions and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, these Power Purchase Provisions shall terminate as though such date were the date originally set forth herein for the termination hereof.

b. In the event these Power Purchase Provisions are terminated as a result of an Event of Default of the Project Owner, the Town shall have no further obligation to make any payment whatsoever under these Power Purchase Provisions, except for payments for obligations arising or accruing prior to the effective date of termination.

c. In the event these Power Purchase Provisions are terminated as a result of an Event of Default of the Town:

i. The Project Owner shall have no further obligation to deliver Net Energy to the Point of Delivery or to make any payment whatsoever under these Power Purchase Provisions, except for payments for obligations arising or accruing prior to the effective date of termination; and

ii. The Project Owner shall have the right, but not the obligation, to continue to maintain the Project pursuant to the provisions of the Site Lease Provisions, and to enter into a power supply agreement with one or more third parties, for the remainder of the then effective Initial Term or Extension Term of the Site Lease Provisions. In the event that the Project Owner elects to continue operations of the Project pursuant to the preceding sentence, the Town shall reasonably cooperate with the Project Owner to allow the Project Owner (and any subsequent owner of a wind turbine associated with the Project) to interconnect directly with NSTAR or one or more Host Customers, in the Project Owner's sole discretion and at the Project Owner's sole cost, and the Town shall promptly transfer to the Project Owner or its designees any Net Metering Credits that are generated after the effective date of termination and are paid or credited to the Town by NSTAR.

ARTICLE 9 REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in these Power Purchase Provisions, the Town and the Project Owner each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under these Power Purchase Provisions. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under these Power Purchase Provisions.

9.2 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THESE POWER PURCHASE PROVISIONS, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.**

9.3 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under these Power Purchase Provisions shall be deemed to have been waived by the Project Owner or the Town, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of the Project Owner or the Town to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under these Power Purchase Provisions to obtain consent or approval for any other act or matter. The Project Owner or the Town may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either the Project Owner or the Town from any other remedy it might have, either in law or in equity. The failure of the Project Owner or the Town to insist upon the strict performance of any one of the covenants or agreements of these Power Purchase Provisions or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of the Project Owner or the Town herein specified or any other right or remedy that the Project Owner or the Town may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by the Project Owner or the Town of any payment due herein, nor payment of same by the Town or the Project Owner, shall be deemed to be a waiver of any default under the covenants or agreements of these Power Purchase Provisions, or of any right or defense that the Project Owner or the Town may be entitled to exercise hereunder.

c. Waiver of Termination for Convenience. The Town hereby expressly waives any rights it may have to cancel these Power Purchase Provisions or discharge any of its obligations hereunder on the basis that there may be a right of termination for convenience (whether it be express, implied or constructive) in contracts with public entities.

ARTICLE 10
ASSIGNMENT, SUBLETTING, MORTGAGE

10.1 Prior Written Consent. The Project Owner shall not assign or in any manner transfer these Power Purchase Provisions or any part thereof without the prior written consent of the Town, which consent may not be unreasonably conditioned, withheld or delayed, except that in connection with: (i) any assignment or transfer of these Power Purchase Provisions by the Project Owner to an Affiliate of the Project Owner; and (ii) any assignment to any Financier(s) as collateral security for obligations under the financing documents entered into with such Financier(s), subject to the terms and conditions of these Power Purchase Provisions, no prior notice to or consent of the Town is required, provided that the Project Owner shall promptly notify the Town after the date of assignment or transfer. The Town agrees to reasonably cooperate with the Project Owner and any Financier(s) and to execute and deliver to the Project Owner and to any Financier(s) such consents, estoppels, certificates and other agreements or documents as such Financier(s) may reasonably request in connection with the Town's mortgage, assignment or collateral assignment or grant of such other security interest in these Power Purchase Provisions pursuant to this Article 10.

10.2 Financing by Financier(s). The Town acknowledges that the Project Owner proposes to finance its interest in the Project, and therefore specifically agrees without any further request for prior consent to permit the Project Owner to mortgage, assign collaterally or in full or transfer its interest in these Power Purchase Provisions, the Site Lease Provisions and the Project for the purpose of obtaining such financing, which may include equity and/or debt, subject to the following conditions.

a. The term of such mortgage, assignment or transfer shall not exceed the term of the Site Lease Provisions.

b. The Project Owner shall give the Town notice of the existence of such mortgage, assignment or transfer, together with the name and address of the mortgagee, assignee or transferee, and a copy of the mortgage, assignment or transfer document within thirty (30) days of the execution of such mortgage, assignment or transfer.

10.3 Release of the Project Owner. The Project Owner shall be relieved from its obligations under these Power Purchase Provisions:

a. By any whole disposition of the Project Owner's interest in these Power Purchase Provisions in compliance with Section 10.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of these Power Purchase Provisions, and provided that the assignee proves to the reasonable satisfaction of the Town that it is capable of performing its obligations under these Power Purchase Provisions unless the Parties agree otherwise, and except as otherwise provided by the terms of any assignment or transfer; and

b. In the event of any foreclosure by Financier(s), in which case Financier(s) or their designees shall substitute for the Project Owner for purposes of these Power Purchase

**ARTICLE 11
PROJECT PURCHASE OPTION**

For and in consideration of the payments made by the Town under these Power Purchase Provisions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Project Owner hereby grants the Town the right and option to purchase all of the Project Owner's right, title and interest in and to the Project on the terms set forth in Section 12 of the Site Lease Provisions (the "*End of Term Purchase Option*")."

**ARTICLE 12
INDEMNIFICATION**

12.1 Indemnification of the Town. To the fullest extent permitted by law, the Project Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Town) the Town, and any of its officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all liability, including all expenses and reasonable attorney's fees by reason of liability imposed upon the Town, and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners, related to, arising out of or resulting from: (i) any negligence by the Project Owner or any of its officers, directors, employees, agents, affiliates, subsidiaries or partners under these Power Purchase Provisions; (ii) any accident, injury or damage whatsoever caused to any person on the Leased Premises during the term of the Site Lease Provisions; and (iii) any violation of Applicable Legal Requirements or by a breach by Project Owner of the terms of these Power Purchase Provisions, except insofar as caused by the intentionally wrongful acts or the gross negligence of the Town and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners.

**ARTICLE 13
INSURANCE**

The Insurance provisions in the Site Lease Provisions are hereby incorporated by reference.

**ARTICLE 14
MISCELLANEOUS**

14.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with these Power Purchase Provisions shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or facsimile transmission.

The communications shall be sent to the following addresses:

with a copy to:

Mary Beth Gentlemen, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Tel: (617) 832-1199
Fax: (617) 832-7000
Email: mgentleman@foleyhoag.com

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

14.2 Confidentiality. Except as provided in this Section 14.2, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of these Power Purchase Provisions, without the other Party's prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to these Power Purchase Provisions. Notwithstanding the foregoing, the Project Owner shall be permitted to disclose material terms of these Power Purchase Provisions and the Site Lease Provisions, including a copy of these Power Purchase Provisions and the Site Lease Provisions in connection with the issuance and marketing of Qualified Energy Conservation Bonds and Recovery Zone Facility Bonds in connection with its financing of the Project.

b. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by Applicable Legal Requirements, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

c. In connection with the above, the Parties acknowledge that the Town is a public entity that is subject to certain public records disclosure statutes and regulations which may require the disclosure of information otherwise considered Confidential Information.

14.3 Severability. If any article, section, phrase or portion of these Power Purchase Provisions are, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of these Power Purchase Provisions will

be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of these Power Purchase Provisions and the benefits to the Parties are not substantially impaired. Provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

14.4 Governing Law. These Power Purchase Provisions are and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

14.5 Dispute Resolution. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute").

a. Any Dispute that is not settled to their mutual satisfaction Agreement shall be settled by binding arbitration between the Parties conducted in Fairhaven, Massachusetts, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration under this Section 14.5. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and the Parties shall select a single neutral arbitrator. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) days thereafter, then either Party may request that the American Arbitration Association select and appoint a neutral arbitrator who shall act as the sole arbitrator. The arbitrator shall have significant experience with the wind power industry in Massachusetts. The decision of the arbitrator shall be final and binding upon the Parties, and the award may be enforced by either Party in a court of competent jurisdiction; provided, however, that the arbitrator shall not have the authority to award punitive, exemplary or analogous damages. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of these Power Purchase Provisions at the rate of the lesser of (x) the Interest Rate and (y) the maximum rate allowed by law for contract claims. Each Party shall bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by the Parties.

b. An arbitrator may not alter, change or amend the terms of these Power Purchase Provisions or of the Lease, nor may an arbitrator award damages which have the effect of altering, changing or amending the terms of the Lease.

c. The obligation to arbitrate shall not bar any Party from pursuing (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

14.13 No Broker. The Project Owner and the Town each represents and warrants to the other that it has dealt with no broker in connection with the consummation of these Power Purchase Provisions, and in the event of any brokerage claims against the Project Owner or the Town predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

14.14 Amendments; Binding Effect. These Power Purchase Provisions may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to these Power Purchase Provisions or their successor in interest. These Power Purchase Provisions inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

14.15 Nondiscrimination. The Project Owner agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, (a) discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to the Project Owner, or (b) deny any person access to the Project or to any activities or programs carried out in connection with the Project. The Project Owner shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation.

14.16 Counterparts. These Power Purchase Provisions may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.17 Further Assurances. From time to time and at any time at and after the execution of these Power Purchase Provisions, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by these Power Purchase Provisions. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

14.18 Good Faith. All rights, duties and obligations established by these Power Purchase Provisions shall be exercised in good faith and in a Commercially Reasonable manner.

14.19 Survival. The provisions of Sections 4.4 (Governmental Charges), 4.4 (Environmental Credits and Value), 5.4 (Records and Audits), 5.5 (Dispute), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Waivers), Articles 11 (Project Purchase and Sale Options), 12 (Indemnification) and 14 (Miscellaneous) shall survive the expiration or earlier termination of these Power Purchase Provisions for a period of three (3) years, provided, however, the Project Owner's rights and obligations under Sections 4.3 (Governmental Charges) and 4.4 (Environmental Credits and Value) shall terminate on the date of the Project Owner's delivery to the Town of a bill of sale in connection with the closing of the Town's purchase of the Project pursuant to the End of Term Purchase Option.

14.20 Obligation to Modify Provisions Pursuant to Rules and Regulations under the Green Communities Act or other Actions by Governmental Authority. Upon implementation by the Massachusetts Department of Public Utilities, Massachusetts Department of Energy Resources or other Governmental Authority of any rule or regulation that may affect any provision of these Power Purchase Provisions, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the Parties shall negotiate in good faith, shall amend these Power Purchase Provisions to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of these Power Purchase Provisions and to do so in a timely fashion.

14.21 No Limitation of Regulatory Authority. The Parties acknowledge and agree that the Town is a municipal entity, and that nothing in these Power Purchase Provisions or the Lease shall be deemed to be an agreement by the Town to issue or cause the issuance of any approval, authorization, or permit, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

14.22 No Third-Party Beneficiaries. These Power Purchase Provisions are intended solely for the benefit of the Parties hereto. Except as expressly set forth in these Power Purchase Provisions, nothing in these Power Purchase Provisions shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to these Power Purchase Provisions. This provision is not intended to limit the rights of a leasehold mortgagee under the Lease nor the rights of any Financier(s) under these Power Purchase Provisions.

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EXHIBIT A
TO POWER PURCHASE PROVISIONS
NET ENERGY PRICE AND TERMS

Section 1. Definitions. For purposes of this Exhibit A to these Power Purchase Provisions, the following terms shall have the meanings ascribed below.

“Actual Annual Consumption” means, the actual amount of electric energy in kWh consumed by the Town and its subdivisions for the Town Accounts as determined by regular periodic readings taken during a Contract Year during the Term as evidenced on bills provided to the Town by NSTAR for electric distribution service and, without duplication, any competitive electric supplier providing electric commodity services to the Town and its subdivisions.

“Actual Annual Generation” means the amount of Net Energy generated by the Project and delivered to the Point of Delivery as measured by the Net Metering Device or the Project Metering Device in accordance with the terms of the Power Purchase Provisions in a Contract Year during the Term.

“Base Rate” means an amount equal to \$0.0743 per kWh in the first Contract Year, increasing on the first day of the month of each subsequent Contract Year at the rate of 2.3%.

“Contract Year” means 12 consecutive monthly Billing Periods commencing with Commencement of Operations and each subsequent 12 consecutive monthly Billing Periods.

“Net Energy Charge” has the meaning set forth in Section 2 of this Exhibit A.

“Net Metering Device Account” means the NSTAR account or accounts associated with the Net Metering Device having the identifying information set forth on Schedule 1 to this Exhibit A.

“Other Town Accounts” means the accounts identified on Schedule 1 to this Exhibit A under the heading “Other Town Accounts,” which includes accounts with NSTAR for electric distribution service provided to the Town or a subdivision of the Town and for the electric commodity provided to the Town or its subdivisions by a competitive electric supplier.

“Projected Annual Consumption” means in the first Contract Year, 6,600,000 kWh, and in each subsequent Contract Year the lesser of (a) 6,600,000 kWh increasing 2% per year for each Contract Year, or (b) the Town’s Actual Annual Consumption for the previous Contract Year.

“WWTP Account(s)” shall mean the account or accounts under which the Town’s wastewater treatment plant at 5 Arsene Street receives electric distribution service from NSTAR and supply of electric commodity from any competitive electric supplier, as further described on Schedule 1 to this Exhibit A.

“Town Accounts” shall mean the WWTP Account(s) and the Other Town Accounts.

Section 2. Calculation of Net Energy Charge.

2.1 Calculation. The “*Net Energy Charge*” in a Billing Period during the Term shall be the sum of the following charges:

- (1) the amount of Net Energy for such Billing Period, *multiplied by* the Base Rate; *plus*
- (2) the amount of Net Energy for such Billing Period in excess of the Town’s actual electric consumption in kWh under the WWTP Account(s) for the closest prior Billing Period for such WWTP Account(s), *multiplied by* the sum of the transmission, transition and distribution components included in the Net Metering Credit calculated by NSTAR for the Net Metering Device Account; *plus*
- (3) if during such Billing Period the cumulative amount of Net Energy for the Contract Year through and including the last day of such Billing Period is in excess of the Projected Annual Consumption for such Contract Year, the amount of such excess related to such Billing Period *multiplied by* the difference between (a) the amount in dollars for the then applicable default service charge component included in the Net Metering Credit calculated by NSTAR for the Net Metering Device Account minus (b) the Base Rate (which difference may be negative).

2.2 True Up for Actual Annual Consumption. If, in any Contract Year during the term, the Actual Annual Consumption for such Contract exceeds the Projected Annual Consumption for such year, then the Project Owner shall apply a credit to amounts due under invoices in the subsequent Contract Year for any amounts paid by the Town under clause (3) of Section 2.1 of this Exhibit A above, provided, however, no credit shall be paid with respect to any Actual Annual Consumption in excess of the lesser of clause (a) of the definition of Projected Annual Consumption or the Actual Energy Generation for such Contract Year.

Section 3. Information Sharing; Cooperation

3.1 Copies of Account Statements. The Town shall reasonably cooperate with the Project Owner in connection with collecting information necessary for the calculation of the Net Energy Charge and in verifying such information, including, without limitation, by providing the Project Owner access to the Town Accounts and copies of the Town’s and any subdivision’s or department’s electric bills from NSTAR and any competitive supplier providing electric commodity service to the Town Accounts.

3.2 Online Access. The Town shall establish a user name and log on password with NSTAR at http://www.nstaronline.com/business/account_services/ebill/ebill.asp or such other NSTAR website and shall link each Town Account into a single profile using the website. The Town shall provide such user name and log on password to the Project Owner for purposes of confirming the electric consumption under the Town Accounts. The Town hereby grants permission to the Project Owner to use such information for such purposes.

3.3 Net Metering Device Account Information. The Town shall immediately forward a copy of any statement, billing information or other correspondence received from NSTAR with respect to the Net Metering Device Account. The Town shall also establish and make available to the Project Owner a separate user name and log on password with NSTAR with respect to the Net Metering Device Account.

3.4 Actual Annual Consumption. Not later than sixty (60) days after the annual anniversary date of a Contract Year, during the Term, the Town shall provide the Project Owner a statement of the Actual Annual Consumption for the Town Accounts for the previous Contract Year, together with copies of or other sufficient access to statements and bills for the Town Accounts for Project Owner to verify such Actual Annual Consumption.

3.5 Updates to Schedule 1. Subject to the limitations resulting from clause (a) of the definition of Projected Annual Consumption, the Town may deliver updates to Schedule 1 of these Power Purchase Provisions to reflect the addition of any new, or existing but previously unlisted, Other Town Accounts, or the removal of any closed, or non-existing but previously listed, Town Accounts.

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Schedule 1 to Exhibit A

Town & Net Metering Accounts

A. WWTP Account(s)

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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1.

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B. Other Town Accounts

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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C. Net Metering Device Account

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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Schedule 1 to Exhibit A
Town & Net Metering Accounts

A. WWTP Account(s)

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
1. 5 Arsene Street	WWTF	1220-961-0026	X
2. 5 Arsene Street	Hwy and Parks	1221-297-0011	X

B. Other Town Accounts

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
1. Center Street	Town of Fairhaven	1221-143-0017	X
2. 60 Sconticut Neck Road	School Dept	1221-271-0011	X
3. Manhattan Ave	Town of Fairhaven	1221-276-0016	X
4.		1221-285-0031	
5. 431 Sconticut Neck Rd RSP	Town of Fairhaven	1221-294-0014	X
6. Arsene St RR Ave	Town of Fairhaven	1221-305-0011	X
7. Mill Road Water	Town of Fairhaven	1221-307-0019	X
8. 65 Mill Road	Water	1221-309-0025	X
9. 321 Huttleston Ave Sta 5	Fire Dept	1221-318-0024	X
10. 65 Mill Road	Civil Def	1221-560-0011	
11.		1221-641-0014	
12.		1221-642-0013	
13. Alden Rd and Bridge	Police Department	1221-747-0017	
14. 30 School St, Jr High	School Dept	1224-730-0010	X
15.		1224-735-0015	
16. 42 Center Street	Town Hall	1224-736-0014	X
17. 100 Pleasant St, Rogrs Sch	School Dept	1224-749-0019	X
18. 100 Pleasant St, Rogrs Sch	School Dept	1224-750-0015	
19. 100 Pleasant St, #2	School Dept	1224-751-0014	X
20. 100 Pleasant St, Rogrs Sch	School Dept	1224-752-0013	
21. 100 Pleasant St, #2	School Dept	1224-753-0012	X
22. 100 Pleasant St, Rogrs Sch	School Dept	1224-754-0011	X
23. Middle St Cush Park	Pumping Station	1224-813-0010	X
24. 1 South Street	Town of Fairhaven	1224-830-0019	X
25. Cushman Park	Town of Fairhaven	1224-844-0013	
26. 128 Washington St	School Dept	1224-845-0012	X
27. 20 Washington Street	Historical Comm	1224-848-0019	X
28. Pilgrim Ave	Town of Fairhaven	1224-866-0016	X
29. Taber Street	Town of Fairhaven	1224-875-0015	X
30.		1224-876-0014	
31.		1224-877-0013	
32. Morton St Oxford	School Dept	1224-890-0016	X
33. Morton St Oxford	School Dept	1224-891-0015	X
34. 347 Main Street	School Dept	1224-892-0022	X
35. Abbey Street	Town of Fairhaven	1224-917-0015	X
36. 12 Bridge Street	Sewer Dept	1224-933-0015	X
37.		1224-934-0014	
38. Spring Street	Town of Fairhaven	1224-939-0019	
39. 60 Sconticut Neck Road	Town of Fairhaven	1225-131-0012	X
40. Fort Street	Historical Comm	1225-212-0014	
41. Ocean Ave	Town of Fairhaven	1225-214-0012	
42. Union Wharf	Town of Fairhaven	1225-239-0013	
43. Middle St	Town of Fairhaven	1225-248-0012	
44. 12 Huttleston Ave	Public Schools	1225-278-0015	X
45. Sconticut Neck Road Wood Sc	Town of Fairhaven	1236-341-0015	X
46. 43 Center Street	Town of Fairhaven	1244-404-0260	X
47. 190 Bridge Street Garage	Fairhaven Emergency Mgmt	1260-098-0036	X
48. Miller Road Cor Bridge	Town of Fairhaven	1260-107-0019	
49. Boston Hill Water Tank	BPW	1260-411-0010	X
50.		1260-443-0020	
51. 215 Alden Road Pump	Town of Fairhaven	1260-573-0014	X
52. 239 Alden Road Pump	Town of Fairhaven	1260-574-0013	X
53. 240 Alden Road Pump	Town of Fairhaven	1260-575-0012	X
54. Academy Building Museum	Selectman	1270-760-0016	X
55.		1270-854-0013	

B. Other Town Accounts

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
56. Spring St, St Josephs Sch	Town of Fairhaven	1272-133-0012	
57. 32 Pine Grove St Pump	Town of Fairhaven	1286-747-0010	X
58.		1288-171-0029	
59. 141 Fir St	Sewer Treatment	1634-531-0011	X
60. 11 Causeway Rd, Pump St	Town of Fairhaven	1635-751-0011	X
61. 146 Washington Street	Police Department	1635-837-0019	X
62. Kacy Ln St Lite	Town of Fairhaven	1639-254-0023	
63. Century Dr St Lite	Town of Fairhaven	1639-255-0022	
64. 1 James St, Pump Station	Sewer Dept	1639-433-0019	X
65. Larch Ave Athletic Field	School Dept	1641-864-0013	X
66. 5 Rocky Point Rd, Pump Station	Sewer Dept	1642-626-0010	X
67. David Drown Blvd	Town of Fairhaven	1648-369-0018	
68.		1654-518-0016	
69.		1656-602-0018	
70. 229 Huttleston Ave Senior CTR	Town of Fairhaven	1660-083-0026	X
71. 227 Huttleston Ave Rec	Town of Fairhaven	1660-084-0025	X
72.		2684-788-0023	
73. 200 Bridge St	Town of Fairhaven	2692-716-0015	X
74. 39 Marguerite St Pump	DPW	2720-941-0011	X
75. 21 Bernese St Pump	DPW	2720-943-0019	X
76. 34R Camel St Pump	DPW	2720-985-0018	X
77. 31R Shore Drive Pump	DPW	2720-986-0017	X
78. 13 Sunrise CT Pump	DPW	2720-987-0016	X
79. 12R Weybridge Rd Pump	DPW	2721-031-0010	X
80. River Street Pump	Sewer Dept	2761-543-0025	X
81.		2771-435-0017	
82.		2777-455-0027	
83.		2777-455-0035	
84. Glenhaven Ave Park	BPW	2780-249-0014	
85. Fir St 310/1	Town of Fairhaven	2817-031-0016	X
86. 2 New Boston Rd, FES	Town of Fairhaven	2820-733-0011	X
87. 2 Union Wharf	Town of Fairhaven	2832-491-0018	X
88.		2840-675-0019	
89. New-Boston Rd		1221-320-0020	X
90. 2 New-Boston Rd EFS		1221-321-0011	X
91. 2 New-Boston Rd EFS		1221-322-0010	
92. Tinkham Ln		1257-965-0016	X
93. Larch Ave High Sch	School Dept	1636-611-0019	X
94. Wolf Island Well	BPW	1641-852-0017	X
95. Spring Street	Park Dep	2716-576-0011	X
96. Tinkham Pump		2806-271-0018	X
97. Street Lights	Street Lights	4000-130-3987	X
98. River Road Pump Station	BPW	1221-349-0027	X
99. River Road Pump Station	BPW	1221-348-0010	X

added 3/2/11
added 3/2/11

C. Net Metering Account(s)

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>
1. Arsene Street	Fairhaven Wind LLC	TBD
2. Arsene Street	Arsene Wind LLC	TBD

