

(2)

Plymouth MA 02360
(City) (State) (Zip code)

9. Latitude: 41 Degrees 55 Minutes 31.8 Seconds Longitude: 70 Degrees 38 Minutes 39.9 Seconds

10. The name and telephone number of the facility's operator, if different from the owner: Same

(Name) (Telephone number)

11. The ISO-New England asset identification number, if applicable: MSS #42344 or N/A:

12. The GIS facility code, if applicable: _____ or N/A:

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different.

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:

- (a) quarterly average NOx emission rates over the past rolling year,
- (b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),
- (c) a description of the pollution control equipment or proposed practices for compliance with such requirements,
- (d) proof that a copy of the completed application has been filed with the NHDES, and
- (e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.
- (f) N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:

- (a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and
- (b) supply the historical generation baseline as defined in RSA 362-F:2, X.
- (c) N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:

- (a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental permitting requirements or otherwise, and

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
- 17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
 - (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
 - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
- 18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
 - (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
 - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
 - (c) N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
- 19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
- 20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
- 21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
- 22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility.
- 23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
- 24. A statement as to whether the facility's output has been verified by ISO-New England.

- 25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
- 26. An affidavit by the owner attesting to the accuracy of the contents of the application.
- 27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

Ms. Debra A. Howland
 Executive Director and Secretary
 State of New Hampshire
 Public Utilities Commission
 21 S. Fruit St, Suite 10
 Concord, NH 03301-2429

29. Preparer's information:

Name: William P. Short III

Title: Consultant

Address: (1) P.O. Box 237173

(2) _____

(3) _____

New York

(City)

NY

(State)

10023

(Zip code)

30. Preparer's signature:

William P. Short III

AFFIDAVIT

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals responsible for obtaining the information. I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including both fines and punishment. My signature below certifies all information submitted on this application form.

Signature of Authorized Representative

Of the Owner:



Simon B. Thomas, Member



Date

Attachment A

- I. The name and address of the Contacts for the Applicant, Camelot Wind, LLC (“Camelot”) -

Primary Contact:

Camelot Wind, LLC
c/o William P. Short III
Consultant
P.O. Box 237173
New York, New York 10023-7173
Tel: (917) 206-0001
Fax: (917) 206-0001
Cell: (201) 870-3707
w.shortiii@verizon.net

Secondary Contact:

Camelot Wind, LLC
c/o Simon B. Thomas
Member
74-1 Camelot Drive
Plymouth, Massachusetts 02360
Tel: (508) 746-6243
Fax: (508) 746-5011
Mobile: (508) 274-0536
sthomas@atlanticcompanies.com

- II. The ISO New England Inc. asset identification number –

Camelot’s electrical output that is sold to NSTAR Electric Company is verified by NSTAR Electric Company and is reported under MSS ID #42344 to ISO New England, Inc. ISO-NE, in turn, reports monthly this generation to the APX, Inc., the operator of the NEPOOL Generation Information System. Camelot has marked its GIS account to “Reveal Output To Regulators.”

- III. Description of the Facility, including fuel type, gross nameplate capacity and the initial commercial operation date –

Camelot owns an operating 1,650 (gross), 1,500 (net) KW wind turbine generator (Goldwind GW-1500) (the “Facility”) located in Plymouth, Massachusetts at 135 Camelot Drive. The Facility generates electrical energy using wind energy. The electrical energy is sold to Northeast Utilities’ NSTAR Electric Company. The Facility is interconnected to the NSTAR Electric Company’s distribution line located along Camelot Drive. The Facility commenced operations on or about October 19, 2012 and passed its NSTAR acceptance test on November 8, 2012.

Additional technical details of the Facility may be found in Attachment 2 to the Facility’s Interconnection Agreement.

- IV. Copy of regulatory approvals required by local, state and federal authorities –

Attached, as Attachment B, is a copy of the Facility's regulatory approvals required by local, state and federal authorities.

V. Copy the Facility's Interconnection Agreement –

Attached, as Attachment C, is a copy of the Facility's interconnection agreement with NSTAR Electric Company.

VI. Description of the Facility's Interconnection with ISO New England –

The Facility is interconnected to the NSTAR Electric Company's local distribution system that runs along Camelot Drive in Plymouth, Massachusetts. Power is stepped up to 34.5 KV and delivered to NSTAR Electric Company's distribution line.

Additional technical details of the Facility's Interconnection may be found in Attachment 2 to the Facility's Interconnection Agreement.

VII. Other state renewable portfolio standard certification –

Camelot has received a Statement of Qualification from the Massachusetts Department of Energy Resources certifying the wind turbine generator as a Massachusetts Class I Renewable Generation Unit. Camelot has received similar treatment from the Rhode Island Public Utilities Commission as a Rhode Island New Renewable Energy Resource. Camelot has received similar treatment from the Maine Public Utilities Commission as a Maine Class I Renewable Resource. Camelot has a pending application in front of the Connecticut Public Utilities Regulatory Authority to certify the wind turbine generator as a Connecticut Class I Source.

VIII. Verification of the Facility's output by the ISO New England –

Camelot's electrical output that is sold to NSTAR Electric Company is verified by NSTAR Electric Company and is reported under MSS ID #42344 to ISO New England, Inc. ISO New England, Inc., in turn, reports this information to APX, Inc., the operator of the NEPOOL Generation Information System. Camelot has marked its GIS account to "Reveal Output To Regulators."

IX. Other information on the Applicant or the Facility –

Information on Camelot Wind may be found at www.camelotwind.com.

Attachment B

Copy of

Regulatory Approvals

Required by

Federal, Commonwealth of Massachusetts and Local Authorities

For

Camelot Wind, LLC



Federal Aviation
Administration

[« OE/AAA](#)

Notice of Proposed Construction or Alteration - Off Airport

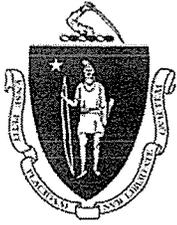
Project Name: ATLAN-000133656-09

Sponsor: Atlantic Design Engineering, LLC.

Details for Case : Balboni Turbine - REV

[Show Project Summary](#)

Case Status		Date Accepted: 11/12/2009
ASN: 2009-WTE-12001-OE		Date Determined: 12/29/2009
Status: Determined		Letters: 12/29/2009 DNH
<p>7460-2 (PART II) required within 5 days after the construction reaches its greatest height.</p> <p>Add Supplemental Notice (7460-2)</p>		Documents: None
Construction / Alteration Information		Structure Summary
Notice Of: Construction		Structure Type: Wind Turbine
Duration: Permanent		Structure Name: Balboni Turbine - REV
if Temporary : Months: Days:		NOTAM Number:
Work Schedule - Start:		FCC Number:
Work Schedule - End:		Prior ASN:
State Filing:		
Structure Details		Common Frequency Bands
Latitude:	41° 55' 49.00" N	Low Freq High Freq Freq Unit ERP ERP Unit
Longitude:	70° 38' 38.00" W	
Horizontal Datum:	NAD83	Specific Frequencies
Site Elevation (SE):	77 (nearest foot)	
Structure Height (AGL):	399 (nearest foot)	
<p>* If the entered AGL is a proposed change to an existing structure's height include the current AGL in the Description of Proposal.</p>		
Requested Marking/Lighting:	White Paint/Synchronized Red Lights	
	Other :	
Recommended Marking/Lighting:	White Paint/Synchronized Red Lights	
Current Marking/Lighting:	White-medium intensity	
	Other : <input type="text"/>	
Nearest City:	Plymouth	
Nearest State:	Massachusetts	
Description of Location:	Property owned by Balboni Companies. Site located in an industrial park area south of Route 3 and east of Camelot Drive.	
Description of Proposal:	A 70 meter hub height turbine which has a 361' (to tip of blade) overall height. This location is the northern of the two site locations. This turbine is capable of producing 1500 kW of electricity with a wind speed of 12-20 M/S	



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS AERONAUTICS COMMISSION

EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

BERNARD COHEN
SECRETARY AND CHAIR

SEP 5 2008

September 2, 2008

Simon Thomas, PE
Atlantic Design
P.O. Box 1051
Sagamore Beach, MA 02563

RE: MAC File No 08-PYM-V0361-02, Turbine (Atlantic Design), Plymouth
MAC File No 08-PYM-V0361-03, Turbine (Atlantic Design), Plymouth

Dear Mr. Thomas:

Enclosed is a copy of the final determination by the Massachusetts Aeronautics Commission (MAC) on your *Request for Airspace Review* of the above referenced proposal. The MAC's assistance is offered pursuant to the aviation law requirements of the Commonwealth.

Please note that although the proposal is not subject to further action required by MAC laws or regulations, this office may offer additional comments after considering FAA's determination of its impact to a public use airport or NAVAID facility through the aeronautical study process.

This project does not violate MAC laws or regulations.

If you have any questions, please feel free to contact me at 617-973-8891, or email me at joanne.ruddy@mac.state.ma.us

Sincerely,

Joanne M. Ruddy
Airport Engineer

Enclosed: Airspace Review Form



The Commonwealth of Massachusetts
AERONAUTICS COMMISSION
REQUEST FOR AIRSPACE REVIEW

For Office Use Only

<input checked="" type="checkbox"/>	Airspace Analysis
<input type="checkbox"/>	Comments Received
<input type="checkbox"/>	AirportIQ Updated

MAC File No 08-PYM-V0361-02 FAA File No.: _____ (For reference only)

Notice is required by 780 CMR (Code of Massachusetts Regulations) 111.7, Hazards to air navigation. Pursuant to Massachusetts General Law (MGL) Chapter 90, Section 35B, the Massachusetts Aeronautics Commission (MAC) agrees to perform an AIRSPACE ANALYSIS and render a determination for the project listed below.
IMPORTANT: All shaded areas must be completed.

Sponsor (include name, address, telephone number):

Sponsor Representative (same data if applicable):

Last Name Thomas	Suffix PE	First Name Simon
Company		Telephone (508) 888-9282
Address P.O. Box 1051	City Sagamore Bea	State M Zip Code 02563-
Email ron.files@yahoo.com		

Last Name Thomas	Suffix PE	First Name Simon
Company		Telephone (508) 888-9282
Address P.O. Box 1051	City Sagamore Bea	State M Zip Code 02563-
Email ron.files@yahoo.com		

Project Description (please type or print clearly):

Location, Height, Elevation Data:

Turbine (Atlantic Design)
 This notice is for a proposed 361' (AGL) AAER wind turbine capable of producing 1500 kW of electricity. It is located east of Camelot Drive and south of Route 3 in Plymouth, MA. This site location is the northern location of the two proposed turbine sites.

Nearest City, State: Plymouth

	Degrees	Minutes	Seconds
Latitude	<u>41°</u>	<u>55'</u>	<u>47"</u>
Longitude	<u>70°</u>	<u>38'</u>	<u>34"</u>
Datum	<input checked="" type="checkbox"/> NAD 83 <input type="checkbox"/> NAD 27		
Site elevation above MSL (ft.):	74 msl		
Maximum height above ground (ft.):	361 agl		
Maximum elevation above MSL (ft.):	435 msl		

REQUIRED: Attach 8 1/2 x 11 inch map (e.g. USGS Quad Sheet) showing location of project.

Nearest Public-Use Aviation Facility: Plymouth Municipal Airport

Print or type, below, the name of person filing this request for review	Signature	Date
		<u>8/11/2008</u>

***** DO NOT WRITE BELOW THIS LINE - FOR MAC OFFICE USE ONLY *****

MAC's AIRSPACE ANALYSIS concludes the following:

- Closest Runway: 33 Distance from RW end 3.8 NM Offset from RW CL: 3.3 NM Left Right
- Project violates MGL Ch. 90, 35B by _____ ft. [Runway Horizontal Plane - 3,000' x 2 Statute Miles, 150' above RW]
 - Project violates MGL Ch. 90, 35B by _____ ft. [Runway Horizontal Plane - 3,000' x 3,000' @ 20:1 slope]
 - Project violates 702 CMR, 5.03(1)(a) by _____ ft. [Runway Horizontal Plane / Land - 500' x 10,000' @ 20:1 slope]
 - Project violates 702 CMR, 5.03(2)(a) by _____ ft. [Runway Horizontal Plane / Water - 500' x 10,000' @ 20:1 slope]
 - Project does not violate MAC Airspace Laws or Regs.

MAC hereby issues the following DETERMINATION:

- Permit is required* pursuant to MGL Ch. 90, 35B, for: Runway Horizontal Plane Runway Approach Plane

* Sponsor must submit a separate written request for a MAC Airspace Permit. Request should be addressed to MAC Chief Legal Counsel, Massachusetts Aeronautics Commission, 10 Park Plaza, Room 3510, MA 02116-3966

- Permit is not required pursuant to MGL Ch. 90, 35B No violations of Laws or Regs. Ch. 90 violation = 30' agl

MAC had the following additional concerns:

- FAA Standards Noise
- Traffic Pattern Wildlife
- VFR Route Other

RT3 IS A VFR ROUTE! FOR A 361' TURBINE TOWER, IT IS IMPERATIVE & STRONGLY RECOMMEND THAT TOWER BE EQUIPPED WITH FAA REGULATION OBSTRUCTION LIGHTING & OBSTRUCTION MARKING!

This determination is based on the foregoing description of the proposed project including the location, height and elevation data provided by the Sponsor. Any changes in the data provided to the MAC from that which is shown herein will render this determination null and void and will necessitate a new request for review.

Lawrence J. Della
 Mgr of Airport Engineering, Massachusetts Aeronautics Commission

9/2/08
 Date



The Commonwealth of Massachusetts
AERONAUTICS COMMISSION
REQUEST FOR AIRSPACE REVIEW

For Office Use Only

<input checked="" type="checkbox"/>	Airspace Analysis
<input type="checkbox"/>	Comments Received
<input type="checkbox"/>	AirportIQ Updated

MAC File No 08-PYM-V0394-03 FAA File No.: _____ (For reference only)

Notice is required by 780 CMR (Code of Massachusetts Regulations) 111.7, Hazards to air navigation. Pursuant to Massachusetts General Law (MGL) Chapter 90, Section 35B, the Massachusetts Aeronautics Commission (MAC) agrees to perform an AIRSPACE ANALYSIS and render a determination for the project listed below.
IMPORTANT: All shaded areas must be completed.

Sponsor (include name, address, telephone number):

Sponsor Representative (same data if applicable):

Last Name Thomas		Suffix		First Name Simon	
Company		Telephone (508) 888-9282			
Address P.O. Box 1051		City Sagamore Bea	State M	Zip Code 02563-	
		Email ron.files@yahoo.com			

Last Name Thomas		Suffix		First Name Simon	
Company		Telephone (508) 888-9282			
Address P.O. Box 1051		City Sagamore Bea	State M	Zip Code 02563-	
		Email ron.files@yahoo.com			

Project Description (please type or print clearly):

Location, Height, Elevation Data:

Turbine (Atlantic Design)
 This notice is for a proposed 394' (AGL) AAER wind turbine capable of producing 1500 kW of electricity. It is located east of Camelot Drive and south of Route 3 in Plymouth, MA. This site location is the southern location of the two proposed turbine sites.

Nearest City, State: Plymouth

	Degrees	Minutes	Seconds
Latitude	<u>41°</u>	<u>55'</u>	<u>32"</u>
Longitude	<u>70°</u>	<u>38'</u>	<u>40"</u>

Datum NAD 83 NAD 27
 Site elevation above MSL (ft.): 77 msl
 Maximum height above ground (ft.): 394 agl
 Maximum elevation above MSL (ft.): 471 msl

REQUIRED: Attach 8 1/2 x 11 inch map (e.g. USGS Quad Sheet) showing location of project.

Nearest Public-Use Aviation Facility: Plymouth Municipal Airport

Print or type, below, the name of person filing this request for review	Signature	Date
		<u>8/11/2008</u>

***** DO NOT WRITE BELOW THIS LINE - FOR MAC OFFICE USE ONLY *****

MAC's AIRSPACE ANALYSIS concludes the following:

- Closest Runway: 33 Distance from RW end 3.6NM Offset from RW CL: 3.1NM Left Right
- Project violates MGL Ch. 90, 35B by _____ ft. [Runway Horizontal Plane - 3,000' x 2 Statute Miles, 150' above RW]
 - Project violates MGL Ch. 90, 35B by _____ ft. [Runway Horizontal Plane - 3,000' x 3,000' @ 20:1 slope]
 - Project violates 702 CMR, 5.03(1)(a) by _____ ft. [Runway Horizontal Plane / Land - 500' x 10,000' @ 20:1 slope]
 - Project violates 702 CMR, 5.03(2)(a) by _____ ft. [Runway Horizontal Plane / Water - 500' x 10,000' @ 20:1 slope]
 - Project does not violate MAC Airspace Laws or Regs.

MAC hereby issues the following DETERMINATION:

- Permit is required* pursuant to MGL Ch. 90, 35B, for: Runway Horizontal Plane Runway Approach Plane

* Sponsor must submit a separate written request for a MAC Airspace Permit. Request should be addressed to MAC Chief Legal Counsel, Massachusetts Aeronautics Commission, 10 Park Plaza, Room 3510, MA 02116-3966

- Permit is not required pursuant to MGL Ch. 90, 35B No violations of Laws or Regs. Ch. 90 violation = 30' agl

MAC had the following additional concerns:

- FAA Standards Noise
- Traffic Pattern Wildlife
- VFR Route Other

RT3 IS A VFR ROUTE! FOR A 394' TURBINE TOWER, IT IS IMPERATIVE & STRONGLY RECOMMENDED THAT TOWER BE EQUIPPED WITH FAA REGULATION OBSTRUCTION LIGHTING & OBSTRUCTION MARKING!

This determination is based on the foregoing description of the proposed project including the location, height and elevation data provided by the Sponsor. Any changes in the data provided to the MAC from that which is shown herein will render this determination null and void and will necessitate a new request for review.

[Signature]
 Mgr of Airport Engineering, Massachusetts Aeronautics Commission

9/2/08
 Date

TOWN OF PLYMOUTH BUILDING PERMIT

APPL. FOR CERTIFICATE OF OCCUPANCY/COMPLETION

Location 125 CAMELOT DR Lot 083000024004	App No. <u>22328</u> Permit No. <u>B20100364</u> Issue Date <u>12/02/2010</u> Expire Date <u> </u>
Applicant GRANT CHRISTIAN J K SCANLAN CO. Address 15 RESEARCH RD. E. FALMOUTH, MA 02536	
Permit To <u>CONSTRUCT</u> <u>WIND ENERGY TOWER</u> (0) Story # of Units (0)	
Remarks: CONSTRUCT A 389' WIND TURBINE PER BOARD OF APPEALS CASE #3517.	
Conditions of Permit	
Estimated Cost \$2,500,000 Fee \$2,250.00 Paid to date \$2,250.00	
Owner BALBONI LLC Address 74-1 CAMELOT DRIVE PLYMOUTH, MA 02360	
Building Official <u>Paul McAuliffe</u>	

DEPARTMENTAL APPROVAL FOR CERTIFICATE OF OCCUPANCY AND COMPLIANCE
 To be filled in by each division indicated hereon upon completion of its final inspection.

BUILDING	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

OTHER	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

PLUMBING	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

OTHER	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

ELECTRICAL	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

OTHER	Permit No. _____
Approved by: _____	Date: _____
Remarks: _____	

TOWN OF PLYMOUTH BUILDING PERMIT

Location	125 CAMELOT DR
Lot	083000024004

App No.	22328
Permit No.	B20100364
Issue Date	12/02/2010
Expire Date	

Applicant GRANT CHRISTIAN
J K SCANLAN CO.
Address 15 RESEARCH RD.
E. FALMOUTH, MA 02536

Permit To CONSTRUCT WIND ENERGY TOWER (0) Story # of Units (0)

Remarks: CONSTRUCT A 389' WIND TURBINE PER BOARD OF APPEALS CASE #3517.

Conditions of Permit

Estimated Cost \$2,500,000 Fee \$2,250.00 Paid to date \$2,250.00

Owner BALBONI LLC
Address 74-1 CAMELOT DRIVE
PLYMOUTH, MA 02360

Building Official Paul McAuliffe

ATTENTION

It is your responsibility to call for all required inspections under Section 780CMR 115.0 MA State Building Code

Any questions regarding inspections? Call our office at (508) 747-1620

TOWN OF PLYMOUTH BUILDING PERMIT

Location 125 CAMELOT DR Lot 083000024004	App No. 22328 Permit No. B20100364 Issue Date 12/02/2010 Expire Date
Applicant GRANT CHRISTIAN J K SCANLAN CO. Address 15 RESEARCH RD. E. FALMOUTH, MA 02536	
Permit To <u>CONSTRUCT</u> <u>WIND ENERGY TOWER</u> (0) Story # of Units (0)	
Remarks: CONSTRUCT A 389' WIND TURBINE PER BOARD OF APPEALS CASE #3517.	
Conditions of Permit	
Estimated Cost \$2,500,000 Fee \$2,250.00 Paid to date \$2,250.00	
Owner BALBONI LLC Address 74-1 CAMELOT DRIVE PLYMOUTH, MA 02360	
Building Official <u>Paul McAuliffe</u>	

MINIMUM OF THREE CALLED INSPECTIONS REQUIRED FOR ALL CONSTRUCTION WORK:

1. Foundations and/or footings
2. Framing inspection
3. Throat for fireplace
4. Insulation inspection

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE

WHERE APPLICABLE SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING AND MECHANICAL INSTALLATIONS

POST THIS CARD SO IT IS VISIBLE FROM STREET

BUILDING INSPECTION APPROVALS	PLUMBING INSPECTION APPROVALS	ELECTRICAL INSPECTION APPROVALS
1	1	1
2	2	2
3	3	3
4	4	FIRE DEPARTMENT

WORK SHALL NOT PROCEED UNTIL THE INSPECTOR HAS APPROVED THE VARIOUS STAGES OF CONSTRUCTION

PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN SIX MONTHS OF DATE THE PERMIT IS ISSUED AS NOTED ABOVE.

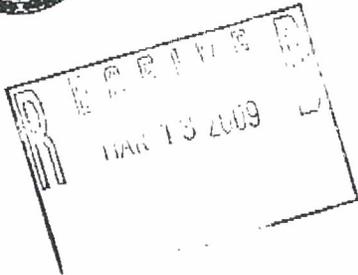
INSPECTIONS INDICATED ON THIS CARD CAN BE ARRANGED FOR BY TELEPHONE OR WRITTEN NOTIFICATION.



TOWN OF PLYMOUTH

11 Lincoln Street
Plymouth, Massachusetts 02360

FAX (508) 830-4062
(508) 747-1620



ZONING BOARD OF APPEALS

NOTICE OF DECISION

The Plymouth Zoning Board of Appeals on the Zoning By-law has rendered a decision on the following matter:

CASE NO. 3517

PETITIONER: BALBONI, LLC

SUBJECT PROPERTY: 125 CAMELOT DRIVE, PLYMOUTH, MASSACHUSETTS

DATE OF PUBLIC HEARING: MARCH 4, 2009

REQUESTED RELIEF: A SPECIAL PERMIT PER SECTION 205-73 SUBJECT TO ENVIRONMENTAL DESIGN CONDITIONS FOR A WIND ENERGY FACILITY; A SPECIAL PERMIT PER SECTION 205-17 TO EXCEED THE HEIGHT REQUIREMENTS; AND A WAIVER OF SETBACK AND/OR DIMENSIONAL OR SIMILAR REQUIREMENTS PER SECTION 205-3 (DEFINITION), SECTION 205-9, SUBSECTION C6, AND/OR APPLICABLE PROVISIONS OF THE PLYMOUTH ZONING BYLAW (IF NEEDED) IN ORDER TO CONSTRUCT A 388.8' WIND TURBINE AND ACCOMPANYING ACCESS ROAD, CRANE PAD, STAGING AREA, FENCED-IN TOWER CONSTRUCTION PAD AND OTHER FACILITIES.

RELIEF: GRANTED with conditions

DATE FILED WITH TOWN CLERK: MARCH 11, 2009

DATE OF THIS NOTICE: MARCH 11, 2009

PETER CONNER
CHAIRMAN

Any person aggrieved by a decision of the Plymouth Zoning Board of Appeals has the right to appeal such decision to a Court of competent jurisdiction pursuant to Massachusetts General Laws, Chapter 40A, Section 17, by filing such appeal within twenty (20) days after the date on which the decision was filed with the Town Clerk.



THE GRANTING OF THIS SPECIAL PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The tower shall be lit with only low intensity red lighting and should be used during night time hours, consistent with the FAA guidelines and the Bylaw, whether or not the FAA requires the lighting, based on a recommendation of the Plymouth Airport Commission.
2. The Board of Appeals requires that an escrow account or other suitable surety acceptable to the Board of Appeals be established to ensure adequate funds are available for removal of the wind turbine tower. The amount of such surety shall be \$150,000.00. As required by Section 205-73 of the Bylaw, taking into account the cost of living adjustment, the cost in ten (10) years is estimated to be \$175,750.00 and in fifteen (15) years is estimated to be \$194,000.00. This review of the surety will be done at an informal hearing.
3. Any changes or additions to the project shall be submitted to the Board of Appeals in writing for review and approval before the contemplated modifications may be initiated. Construction involving modifications that do not substantially comply with the approval, as determined by the Director of Inspectional Services, may be required to be halted until proper authorization for the modifications are obtained by the Petitioner.
4. In the event that the terms of this Special Permit approval are violated or that the approved uses are carried on in such a manner as to adversely affect the health, welfare, or safety of the commercial neighborhood, or be detrimental to the public welfare or injurious to the property or improvements in the neighborhood, this Special Permit may be revoked or suspended.
5. Prior to the certificate of completion, said improvements are to be installed under the supervision of a registered professional engineer. The engineer must certify that the physical improvements noted in the site plan have been installed in accordance with the conditions noted here and accepted installation practices.
6. The Petitioner shall return to the Board of Appeals for final approval of the manufacturer, color and specifications of the turbine. This review will be done at an informal hearing.

Attachment C

Interconnection Service Agreement

Between

NSTAR Electric Company

And

Camelot Wind, LLC

Dated

June 23, 2011



Exhibit F - Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement ("Agreement"), dated as of **June 23, 2011** ("Effective Date") is entered into, by and between **NSTAR Electric**, a Massachusetts corporation with a principal place of business at **One NSTAR Way, Westwood, MA 02090** (hereinafter referred to as the "Company"), and **Balboni, LLC**, a Massachusetts entity with a principal place of business at **135 Camelot Drive, Plymouth, MA 02360** ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference. **ID 1240**

2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **Lot 13-2 Camelot Drive, Plymouth, MA 02535, Account#: TBD** (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. Termination

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this Agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.



4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

5.1 **Cost or Fee Adjustment Procedures**

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 **Final Accounting.** Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.



6. Operating Requirements.

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC.



The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1. Company and Interconnecting Customer Representatives.

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS.



To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.



8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
10. **Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.
11. **Insurance Requirements.**
- 11.1 **General Liability.**
- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).



- 11.1(b) Pursuant to 220 CMR 18.03(2), no insurance is required for customers with facilities eligible for Class I Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 11.1(g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
- (i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.



- (ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2 Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance.

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above.



The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company

11.4 Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

11.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

NSTAR Electric]
Attention: J.V. Feraci
One NSTAR Way_
Mailstop: SUMSW390
Westwood, MA 02090



- 12. Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 14. Amendments and Modifications** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
- 16. Force Majeure** For purposes of this Agreement, "Force Majeure Event" means any event:

 - a. that is beyond the reasonable control of the affected Party; and
 - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event.



The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:

Name: NSTAR Electric

Attention: Joseph V. Feraci, Jr.

Mail Stop SUMSW390

One NSTAR Way

Westwood, MA 02090

Phone: 781-441-8196

FAX: 781-441-8721

If to Interconnecting Customer:

Name: Balboni, LLC

Attention: Joe Balboni

Address: ~~135 Camelot Drive~~ 74-1 Camelot Drive

City: Plymouth, MA 02360

Phone: 508-746-6111

17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



18. Default and Remedies.

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.



- 21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 23. **Counterparts.** This Agreement may be signed in counterparts.
- 24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
- 25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
- 26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
- 27. **Signatures**
IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer		Company	
By: <u>Joseph A. Balkoni Jr.</u>	By: <u>[Signature]</u>	Name: <u>David N. Le</u>	Name: <u>[Signature]</u>
Title: <u>Partner</u>	Title: <u>Manager, Technical Center</u>		



The following attachments will be included as appropriate for each specific Interconnection Service Agreement.

- Attachment 1: Definitions (See Section 1.2 of Tariff)
- Attachment 2: Description of Facilities, including demarcation of Point of Common Coupling
- Attachment 3: Description of System Modifications (N/A)
- Attachment 4: Costs of System Modifications and Payment Terms (N/A)
- Attachment 5: Special Operating Requirements, if any (N/A)
- Attachment 6: Third Party Owner Agreement (N/A)



**Attachment 1 – Definitions
(See Section 1.2 of Tariff)**



Attachment 2
Description of Facilities, including demarcation
of Point of Common Coupling



One NSTAR Way, SUM SW-390, Westwood, MA 02090-9230

November 20, 2012

**Balboni LLC
74 Camelot Dr
Plymouth, MA 02360
Attn: Joe Balboni**

RE: ID# 1240, 1.65 MW Wind Turbine

Dear **Mr. Balboni**,

NSTAR has received all documentation with regards to your recently installed wind turbine located at **125 Camelot Drive, Plymouth, MA 02360**. Approval is granted for your system to be interconnected to the NSTAR electrical grid as of **November 8, 2012**.

The witness test was successfully completed on **November 8, 2012**.

NSTAR wishes you the best with your new system and hope that you get many years of use.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Paul G. Kelley". The signature is written in a cursive style with a large initial "P" and a checkmark at the end.

Paul G. Kelley
Interconnection Program Manager
Tel: 781-441-8531
Fax: 781-441-3194
E-mail: paul.kelley@nstar.com

Attachment D

Statement of RPS Qualifications

from

Massachusetts Department of Energy Resources

Rhode Island Public Utilities Commission

Maine Public Utilities Commission

for

Camelot Wind #1



Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES

100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114

Telephone: 617-626-7300

Facsimile: 617-727-0030



Richard K. Sullivan, Jr.
Secretary

Mark D. Sylvia
Commissioner

April 2, 2013

William Short
Consultant
Camelot Wind, LLC
74-1 Camelot Drive
Plymouth, MA 02360

**RE: RPS Class I Eligibility Decision
Camelot Wind, 1.5 MW in Plymouth, MA (WD-1272-13)**

Dear Mr. Short,

On behalf of the Department of Energy Resources (the Department), I am pleased to enclose a Statement of Qualification by which the Department finds that Camelot Wind meets the eligibility requirements for, and is qualified as, an RPS Class I Renewable Generation Unit, pursuant to the Massachusetts Renewable Energy Portfolio Standard (RPS) – Class I Regulations in 225 CMR 14.00.

Each Massachusetts Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Class I Identification Number (MA RPS Class I ID#), which must be included in all correspondence with the Department. Camelot Wind's MA RPS Class I ID# is **WD-1272-13**.

The Department calls your attention to the Capacity Commitment provisions in 225 CMR 14.05(1)(c). Specifically, you may not commit to any Control Area other than ISO-New England the amount of generation capacity whose electrical energy output is claimed as RPS Class I Renewable Generation.

The Department wishes to remind you of the notification requirements for changes in eligibility status contained in 225 CMR 14.06(3) and for changes in capacity, contact information, and identity of the Owner or Operator contained in 225 CMR 14.06(6). The Owner

or Operator of the Generation Unit shall notify the Department of such changes no later than five days following the end of the month during which such changes were implemented.

Finally, the Department wishes to remind you to be cognizant of and attentive to the Operating Rules and the reporting requirements of the NEPOOL GIS, which may be amended from time to time, and compliance with which may affect the RPS qualification of your Generation Unit's GIS certificates.

If you have any questions or concerns about the Statement of Qualification or any aspect of the RPS program, please contact me at the Department's address, or (617) 626-7355, or howard.bernstein@state.ma.us.

Sincerely,



Howard B. Bernstein
RPS Program Manager

Encl: Statement of Qualification

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES

STATEMENT OF QUALIFICATION

Pursuant to the Renewable Energy Portfolio Standard – Class I
225 CMR 14.00

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (DOER or the Department) on this 2nd day of April, 2013, signifies that the Generation Unit identified below, as described in a Statement of Qualification Application (SQA) # 11550, submitted on March 19, 2013, meets the requirements for eligibility as an RPS Class I Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard – Class I, 225 CMR 14.05. Accordingly, the Department has determined that this Generation Unit is duly qualified as an RPS Class I Renewable Generation Unit, effective as of **October 19, 2012** (the RPS Effective Date).

Generation Unit Name, Capacity,
and Location:

**Camelot Wind
1.5 MW
Plymouth, MA**

Authorized Representative's Name
and Address:

**William Short, III
Consultant
Camelot Wind, LLC
74-1 Camelot Drive
Plymouth, MA 02360**

This RPS Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include the ID number on all correspondence with DOER.

MA RPS Class I ID #: WD-1272-13

This Unit's NEPOOL GIS Generation Unit Asset Identification Number is **MSS42344**.

Qualification of this Generation Unit as an RPS Class I Renewable Generation Unit is subject to all applicable provisions in 225 CMR 14.00, including but not limited to the following.

Pursuant to 225 CMR 14.05(1)(c)1, the amount of the generation capacity of the Unit whose electrical energy output is claimed as RPS Class I Renewable Generation shall not be committed to any Control Area other than the ISO New England Control Area.

Pursuant to 225 CMR 14.06(5) and (6), the Unit's Owner or Operator is obligated to notify DOER of any changes in the characteristics of the Unit that could affect its eligibility status, as well as any changes in the Unit's ownership, generation capacity, or contact information.

DOER may suspend or revoke this Statement of Qualification if the Owner or Operator fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Mark D. Sylvia
Commissioner
Department of Energy Resources

Date: **March 28, 2013**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 4403
AS ELIGIBLE RENEWABLE ENERGY RESOURCE
FILED BY CAMELOT WIND, LLC - NEW GENERATION

ORDER

WHEREAS, Effective January 1, 2006, the Rhode Island Public Utilities Commission ("Commission") adopted Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations) including requirements for applicants seeking certification as an Eligible Renewable Energy Resource under the RES Regulations¹ pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On April 1, 2013, Camelot Wind, LLC ("Company", Authorized Representative: William P. Short III, Consultant, P.O. Box 237173, New York, NY 10023-7173 Phone: (917) 206-0001 Email: w.shortiii@verizon.net) filed with the Commission an application seeking certification for its Camelot Wind Generation Unit, a 1.5 MW Wind energy Generation Unit located in Plymouth, MA, as an eligible New Renewable Energy Resource under the State of Rhode Island RES Regulations; and

WHEREAS, Pursuant to Section 6.0 and other relevant Sections of the RES Regulations, a thirty (30) day period for public comment was provided during which time no such comments were received, and

¹ State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard – Date of Public Notice: September 23, 2005, Date of Public Hearing: October 12, 2005, Effective Date: January 1, 2006.

WHEREAS, On May 2, 2013 supplemental and clarifying information was provided to Commission Staff and their application review consultant in response to the application review consultant's May 2, 2013 request for said information, and

WHEREAS, Said supplemental and clarifying information included: a copy of the facility's certification as a Massachusetts Class I renewable resource as well as clarifying information on the operation and metering of the facility, and

WHEREAS, After examination, the Commission is of the opinion that the application, including said supplemental information is proper, reasonable and in compliance with the RES Regulations, and hereby grants the Company certification as an eligible renewable energy resource pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, The Commission's determination in this docket is based on the information submitted by the Company, and the Commission may reverse its ruling or revoke the Applicant's certification if any material information provided by the Applicant proves to be false or misleading.

Accordingly, it is

(21034) ORDERED:

1) That the Camelot Wind Generation Unit, meets the requirements for eligibility as a New Wind Renewable Energy Resource with its 1.5 MW, Grid-Connected Generation Unit having a Commercial Operation Date of October 19, 2012 and located within the NEPOOL control area in Plymouth, MA.

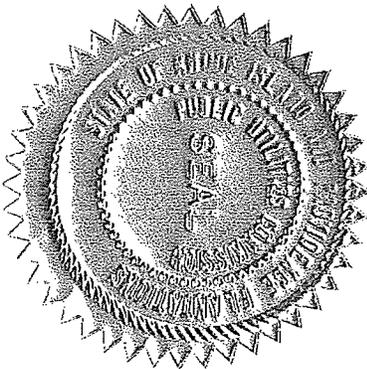
2) That the Generation Unit's NEPOOL-GIS Identification Number is MSS 42344.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI-4403-N13.

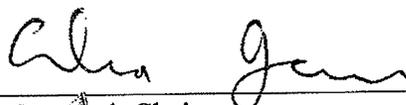
4) That, although the Commission will rely upon the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits or site visits to assist in verification of continued eligibility for and compliance with RI RES Certification at any time at the Commission's discretion.

5) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON MAY 10, 2013 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN ORDER ISSUED MAY 10, 2013.



PUBLIC UTILITIES COMMISSION



Elia Germani, Chairman



Mary E. Bray, Commissioner

*Paul J. Roberti, Commissioner

*Commissioner Roberti did not participate.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2013-00281

May 16, 2013

CAMELOT WIND, LLC
Request for Certification for RPS Eligibility

ORDER GRANTING NEW
RENEWABLE RESOURCE
CERTIFICATION

WELCH, Chairman; LITTELL and VANNOY, Commissioners

I. SUMMARY

The Camelot Wind Project is certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3(B) of the Commission rules.

II. BACKGROUND

A. New Renewable Resource Portfolio Requirement

During its 2007 session, the Legislature enacted an Act To Stimulate Demand for Renewable Energy (Act). P.L. 2007, ch. 403 (codified at 35-A M.R.S.A. § 3210(3-A)). The Act added a mandate that specified percentages of electricity that supply Maine's consumers come from "new" renewable resources.¹ Generally, new renewable resources are renewable facilities that have an in-service date, resumed operation or were refurbished after September 1, 2005. The percentage requirement starts at one percent in 2008 and increases in annual one percent increments to ten percent in 2017, unless the Commission suspends the requirement pursuant to the provisions of the Act.

As required by the Act, the Commission modified its portfolio requirement rule (Chapter 311) to implement the "new" renewable resource requirement. *Order Adopting Rule and Statement of Factual and Policy Basis*, Docket No. 2007-391 (Oct. 22, 2007). The implementing rules designated the "new" renewable resource

¹ Maine's electric restructuring law, which became effective in March 2000, contained a portfolio requirement that mandated that at least 30% of the electricity to supply retail customers in the State come from eligible resources, which are either renewable or efficient resources. 35-A M.R.S.A. § 3210(3). The Act did not modify this 30% requirement.

requirement as “Class I”² and incorporated the resource type, capacity limit and the vintage requirements as specified in the Act. The rules thus state that a new renewable resource used to satisfy the Class I portfolio requirement must be of the following types:

- fuel cells;
- tidal power;
- solar arrays and installations;
- wind power installations;
- geothermal installations;
- hydroelectric generators that meet all state and federal fish passage requirement; or
- biomass generators, including generators fueled by landfill gas.

In addition, except for wind power installations, the generating resource must not have a nameplate capacity that exceeds 100 MW. Finally, the resource must satisfy one of four vintage requirements. These are:

- 1) renewable capacity with an in-service date after September 1, 2005;
- 2) renewable capacity that has been added to an existing facility after September 1, 2005;
- 3) renewable capacity that has not operated for two years or was not recognized as a capacity resource by the ISO-NE or the NMISA and has resumed operation or has been recognized by the ISO-NE or NMISA after September 1, 2005; or
- 4) renewable capacity that has been refurbished after September 1, 2005 and is operating beyond its useful life or employing an alternate technology that significantly increases the efficiency of the generation process.

The implementing rules (Chapter 311, § 3(B)(4)) establish a certification process that requires generators to pre-certify facilities as a new renewable resource under the requirements of the rule and provides for a Commission determination of resource eligibility on a case-by-case basis.³ The rule contains the information that must be included in a petition for certification and specifies that the Commission shall provide an opportunity for public comment if a petitioner seeks certification under

² The “new” renewable resource requirement was designated as Class I because the requirement is similar to portfolio requirements in other New England states that are referred to as “Class I.” Maine’s pre-existing “eligible” resource portfolio requirement is designated as Class II.

³ In the *Order Adopting Rule* at 6, the Commission noted that a request for certification can be made at any time so that a ruling can be obtained before a capital investment is made in a generation facility.

vintage categories 2, 3 and 4. Finally, the rule specifies that the Commission may revoke a certification if there is a material change in circumstance that renders the generation facility ineligible as a new renewable resource.

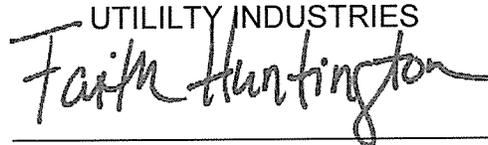
B. Petition for Certification

On May 14, 2013, Camelot Wind, LLC (Camelot) filed a petition to certify its Camelot Wind Project (Facility) as a Class I renewable resource. The Facility, located in Plymouth, Massachusetts on Camelot Drive, consists of one 1.5 MW Goldwin GW wind turbine for a total nameplate capacity of 1.5 MW. The petition states that the Facility commenced operations on or about October 19, 2012.

III. **DECISION**

The Commission has delegated to the Director of the Electric and Gas Division the authority to certify generation facilities as Class I new renewable resources pursuant to Chapter 311, § 3(B) of the Commission rules. *Delegation Order*, Docket No. 2008-184 (April 23, 2008). Based on the information provided by Camelot, I conclude that the Facility satisfies the resource type, capacity limit and vintage requirements of the rule. The Facility is fueled solely by wind and it will have commenced commercial operations after September 1, 2005. Accordingly, the Camelot Wind Project is hereby certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3(B)(3)(a) of the Commission rules. Camelot, or the Facility's successive owner, shall provide timely notice to the Commission of any material change in the characteristics or operation of the Facility, from that described in the petition filed in this proceeding.

BY ORDER OF THE DIRECTOR OF THE ELECTRIC AND GAS
UTILITY INDUSTRIES

A handwritten signature in black ink that reads "Faith Huntington". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Faith Huntington

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within **20** days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought. Any petition not granted within 20 days from the date of filing is denied.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within **21** days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S. § 1320(1)-(4) and the Maine Rules of Appellate Procedure.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S. § 1320(5).

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.