

Bachmann, Joanne

From: Service Dept. [service@thebackyardstorenj.com]
Sent: Tuesday, December 13, 2011 9:29 AM
To: publiccommentswind@njcleanenergy.com
Subject: Recommendations for additional consumer protection for NJ's Small Wind Energy Rebate Program in the NJCEP

Good day,

In order to provide consumers with an improved measure of confidence and positive expectations, I offer the following recommendations.

1. Any and all wind turbines that are eligible for NJ's Rebate incentive program **must be certified**.

(A) Certification must be performed by an independent third party; testing these turbines and component parts (Agencies such as SWCC or AWEA have the ability to certify).

(B) All small wind turbines must be labeled by the certifying agency to allow the consumer a true apples to apples comparison of performance of the various manufacture's products **before** purchasing.

(C) Certifications standards give the consumer the necessary guidance in choosing reliable, quality products in meeting his/her specific wind assessment conditions.

(D) Certification and labeling of the small wind products would help to reduce fraudulent products, as well as misrepresentations presented to consumers by dealers, installers and manufactures.

2. Peak power rating of a wind turbine should not be used as selection criteria when consumers are determining the capacity and size of a system to meet their requirements.

(A) A wind turbine rated at a high KW power output in high winds may be very poor at producing energy over an entire year as the high wind speeds at which it is rated will not be sustained.

(B) A better selection criteria would be the amount of usable energy, power produced over time, which the wind system will produce in the wind conditions at your site. Energy measured in Kilowatt-hours is what is purchased or sold to the utility companies and what is very important to the consumer.

(C) Only power and energy curves based on the independent certified testing agency should be considered, not the manufactures or installers non-certified data used to sell the system to the consumer.

3. Insurance requirements.

(A) All installers, sales representatives and manufactures must be properly insured and have their respective coverage policies submitted and posted to the NJCEP as a condition for participation in the Renewable Energy Rebate Program.

(B) In addition to the general liability policies required by all installers, sales representative and manufactures, a product liability policy must be posted to protect the consumer's investment in the Rebate Program by all manufactures participating in NJ's Small Wind Rebate Program.

4. Establishment of an Ombudsman process to protect the consumer in the event of a major failure of an installed wind system.

(A) The NJCEP should establish the position of an Ombudsman to mediate claims by the consumer when irrefutable harm has occurred due to a defective or failed system.

(B) All parties involved in the Small Wind Rebate Program would be required to use the services provided by the NJCEP Ombudsman process.

(C) All avenues of the Ombudsman administrative actions would have to be exhausted before an impasse would be reached and litigation could be filed.

5. The commissioning of a wind energy system within the Rebate Program should not be done by the sales representative who sold the system to the consumer.

(A) This practice leads to potential corruption, as well as not protecting the consumer who may have had problems with the installer not known to NJCEP

personnel, with regards to the systems operation or items that have not been completed or satisfactorily resolved between the installer and consumer.

Thank you for your time,

James Knoeller
100 Carriage Drive
Forked River, NJ 08731



Dear Mr. Hunter,

The recent decision by the Office of Clean Energy to continue the hold on NJCEP Renewable Energy Incentive Program underscores the challenges that Market Managers face to institute a safe, simple and robust revision of the program requirements. On behalf of Urban Green Energy, I would like to offer suggestions that we believe will best meet your goals: **a plan that ensures public well-being and ensures government incentives are well spent.**

Based on this dual premise, we wish to submit this simple plan for a more efficient REIP.

Issue 1: The concern for public well-being

The primary reason for the hold being placed on the REIP was the unsafe operation of two wind turbines within New Jersey. A secondary consideration is whether customers are able to adequately service their turbine throughout its lifetime.

Our suggestion to address this issue is two fold:

1. Qualifying wind turbines should either be certified by the SWCC or to the AWEA 9.1 standard by an NRTL, which will ensure that only safe wind turbines are included in the program.
2. Installation and ongoing maintenance should be provided by an approved vendor. Maintenance requirements would include at least an annual inspection, or more frequent if specified by the manufacturer. Approved vendors must meet minimum levels of wind turbine installation experience and meet a minimum requirement for insurance coverage. So as to allow new entrants into the field, a not yet experienced vendor could qualify for the list by taking part in an OCE-approved training program.

Issue 2: The concern that state funds are distributed appropriately

The draft proposal goes to great lengths to describe a fair and balanced metric for “calculating estimated production for rebate determination.” These methods are speculative, opening cracks for exploitation of state funds while placing an administrative burden on all parties.

To address this fundamental concern, members of the international community have adopted feed-in-tariffs to incentivize renewable energy generation on a per-kWh basis, rewarding productive, safe, and durable technologies. Such a program would ensure that projects were properly sited, installed and maintained, as achieving all three would be the only way to receive incentives, inherently removing risk for improper usage of state funds.

Closing Remarks

We understand that some will point out that a feed-in-tariff does not do enough to promote small wind, citing that the upfront cost will remain too burdensome. However, time after time, feed-in-tariffs have shown themselves to be an effective means of promoting renewable energy, and financing options exist to smooth a project's cost over time.

As a leader in sustainability, the state of NJ has the opportunity to set a National example for implementing the use of feed-in-tariffs to regulate and reward safe and productive technologies to revitalize the latent economic potential of the small wind industry. Thank you very much for your consideration of these revisions to remove the hold on the NJCEP Renewable Energy Incentive Program.

Sincerely,

Mateo Chaskel
AVP, Operations
Urban Green Energy

New Jersey Board of Public Utilities (BPU)

Comments on the Need for Additional Consumer Protections

Submitted by:
Mike Bergey
President, Bergey Windpower Co.
President, Distributed Wind Energy Association (DWEA)

Representing DWEA

December 16, 2011

To Mr. Scott Hunter, Renewable Energy Program Administrator:

We were disappointed to see a further delay in the resumption of the REIP wind program, but wanted to respond to your request for input on additional consumer protections.

Most product warranties are limited warranties which embody exclusions for things that are beyond the control of the manufacturer or the installer. For reference here is a copy of the Bergey Windpower warranty for its 10 kW Excel 10 wind turbine:

Wind turbines, their associated electronics and towers supplied by Bergey Windpower Company (BWC) are warranted against defects in design, material and workmanship under normal use for which intended. BWC Excel 10 wind turbines and blades carry a ten (10) year warranty after date of installation. Electronic components and towers supplied by BWC carry a five (5) year warranty after date of installation. During the warranty period BWC will repair or replace, at its discretion, defective components or assemblies. BWC will also pay one-way shipping charges. For customers not in the USA, shipping and insurance charges will be pre-paid to the port of entry into the customer's country. This limited warranty is transferable and covers only products shipped after January 1, 2009.

Warranty coverage is extended only to customers who have submitted a properly completed BWC Warranty Registration Form and acceptable proof of correct system installation as requested in the BWC Registration Form. Customer must also perform and document recommended inspections and any maintenance tasks that may be identified during inspections.

This limited warranty does not cover:

- 1. Towers and equipment, materials or supplies not manufactured or supplied by BWC;**
- 2. BWC equipment that has been modified without prior factory approval;**
- 3. Repairs performed by personnel not authorized by BWC;**
- 4. Damage resulting from use of equipment not supplied by BWC;**

5. **Damage or loss of function sustained during periods when wind speed exceeds 60 m/s (135 mph);**
6. **Acts of God;**
7. **Incidental or consequential damages.**

This limited warranty is in lieu of all other BWC guarantees or warranties expressed or implied. No employee, agent, dealer, or other person is authorized to offer warranties on behalf of BWC. BWC reserves the right to make design changes, improvements and additions to its products without obligation to install such in products previously manufactured.

For further reference the warranty statement for Endurance Wind is appended.

If the OCE/BPU is suggesting that there be no exclusions or that consumers who misuse equipment should not bear responsibility for the consequences, then we maintain that this is a wholly unreasonable expectation. Denial of warranty coverage for cause is necessary part of the compact between the supplier and the customer. If a person never checks the oil in his car and ignores the oil warning lights is it reasonable to expect the manufacturer to replace the engine when it inevitably seizes up?

DWEA would oppose any effort by OCE/BPU to reduce consumer accountability or to make manufacturers or installers responsible for actions or events beyond their reasonable control.

Manufacturers will not offer to refund a customer's money and remove the system in the event of a defect. There is far too much sunk investment in foundations, wiring, permits, labor, and services for this to be a reasonable remedy. Warranties are provided to ensure that defects are remedied.

We also believe that it is reasonable for manufacturers or installers to deny warranty work if a customer is significantly arrears in paying his or her bill(s) on the project.

Finally, we wish the OCE/BPU were more sensitive to the damage to New Jersey's distributed wind infrastructure being caused by the continuing, and we believe unwarranted, suspension of the REIP wind program. DWEA is not aware of any other state, federal, or foreign wind energy incentive program that has been suspended for safety reasons. All of the turbines that were previously involved with the New Jersey program, even those still under suspension, are being sold and installed on a continuing basis in other states and other countries.

Two weeks ago the British Isles experienced extreme weather that in some instances produced the highest wind speeds in 15 years. Two small wind turbines, out of hundreds, and one 2 MW turbine, also out of hundreds, were destroyed.



All the destroyed turbines were from major manufacturers and all were certified. No one was injured and there have been no calls to shut-down wind subsidies and mandates. It is understood that these things can happen and that they will be dealt with through warranties and insurance. DWEA does support a robust certification requirement, as previously outlined, but we are under no illusion that it is an absolute guarantee against equipment failures.

New Jersey is a leader in solar systems and solar systems are not immune to failures from fires and storm damage, as shown in the following photos:



The distributed wind industry cannot understand why it has been singled out for Draconian measures that are doing substantial damage to the industry, particularly the local industry. With the recent setback in offshore wind in New Jersey with the exit of NRG Bluewater we believe it is more important than ever that the state unlock the on-shore wind industry. The REIP wind program in New Jersey should be restarted as soon as possible.

Respectfully submitted,

Michael Bergey
DWEA president

Endurance Wind Power

5-Year Limited Warranty

E-Series S-Series

5-Year Limited Warranty

Document Number 000262 Revision 5
June 13, 2011 www.endurancewindpower.com

Disclaimer

This document is intended as a guide only and should not be considered as a replacement for professional services, nor as a definitive text for installing, operating, or maintaining wind turbines.

Only properly trained and experienced personnel should install Endurance Wind Power, Inc., wind turbines using all necessary and proper equipment.

The information provided by Endurance Wind Power, Inc., in this document assumes that personnel have the training, skills, experience, and equipment needed to carry out all installation, operations, and maintenance activities described herein, and that all safety precautions are always taken and all necessary safety equipment used—whether or not safety warnings are provided herein. The Installation, operation, or maintenance of Endurance Wind Power, Inc., wind turbines shall only be carried out by personnel with the necessary training, skills, experience, tools, and safety equipment.

Endurance Wind Power, Inc., shall not be held liable for direct or consequential damages (such as injuries or damages to property), or incidental expenses resulting from inadequate or dangerous installation, operations, or maintenance practices. Trained and experienced personnel are available to assist in installation, operation, maintenance, and troubleshooting. Contact Endurance Wind Power, Inc., or your Endurance authorized Distributor if assistance is required.

Endurance Wind Power, Inc., makes no warranties either expressed or implied that the information contained herein is accurate or complete. Endurance Wind Power, Inc., makes no warranties of merchantability or fitness for a particular purpose and/or site. All instructions and diagrams are believed to be accurate at the time of publishing.

Actual wind resources and site conditions impact energy production, which will vary with wind turbine maintenance, altitude, temperature, topography, and the proximity to other structures. Therefore, Endurance Wind Power, Inc., makes no representation or warranties regarding energy production.

Since Endurance Wind Power, Inc., is constantly striving to improve its products, the information contained within this document is subject to change at any time without notice.

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5-Year Limited Warranty

Endurance Wind Power, Inc. 5 Year Limited Warranty

Endurance Wind Power, Inc., (EWP) warrants to the End-Customer either from the time of product installation for a period of (5) years or from the date of delivery to the Distributor for a period of (5.5) years, whichever period ends sooner, following the date of product installation of an Endurance S-250, S-343, E-3120, or G-3120 Wind Turbine and Tower Structure. EWP warrants that this product shall be free from defects in workmanship and materials under normal use and that this product shall perform substantially as set forth in the Product Specifications in the then current documentation.

The foregoing product warranty is in lieu of all other warranties, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, whether imposed by contract, statute, course of dealing, custom, or usage of otherwise.

Defect Classifications

Manufacturer Defect: An EWP supplied part which has failed and requires replacement.

Written approval with a 'Not-to-Exceed Estimate' by EWP for Manufacturer Defect work is required prior to any work being completed. Warranty reimbursement for a Manufacturer Defect will occur once the defective parts and a Warranty Claim Form are received by EWP. Upon receipt of defective parts returned to EWP and proven

to be defective upon inspection, such parts will be exchanged for new parts or comparable rebuilt parts. EWP also reserves the right to replace any defective parts with equivalent or superior parts. Should EWP decide that parts can be repaired on site, EWP must pre-approve in writing all costs and will not be liable for consequential damages related to the defect.

Warranty Defect: Service required on parts that are not deemed a Manufacturer Defect but require servicing to ensure a properly functioning turbine or tower.

Approval by EWP for Warranty Defect work is required prior to any work being completed. Should warranty work include tasks that are not included on the Warranty Repair Times documents on the Dealer Portal, or differ by more than 10% from those estimated times, pre-approval for these costs must be received. Once the warranty work is approved by EWP and a Warranty Claim Form is received, reimbursement will be provided.

Labor Reimbursement

- Unless otherwise stated in local statutes, labor reimbursement will be paid according to the repair task at the going retail rate. Contact your Distributor or EWP to determine the warranty time for any given task.
- Labor and costs associated with tower lowering are not covered if service is

5-Year Limited Warranty 000262-R5

provided by a third party (S-Series only).

- Labor and mileage costs associated with travel to or from the turbine site will not be reimbursed.

Shipping

- Endurance will pay for one-way regular ground shipping charges. If express delivery is requested, the End-Customer will be responsible for paying the difference.

Limitations on Warranty

- Warranty coverage is extended only to those End-Customers who have submitted a completed Warranty Registration Form.
- Warranty is only valid for the original purchaser at the initial installation site. The warranty is transferable to new property owners following a mandatory re-registration of the warranty with EWP at no cost.
- Warranty transferability to a new site will be reviewed by EWP on a case by case basis.
- In no event will EWP be liable for any breach of warranty or any claim, loss, or damage arising from or relating to the installation of the turbine or tower. In no case will EWP be liable for any amount in excess of the price paid by the End-Customer to EWP.
- The EWP S-343, G-3120, and E-3120 are designed for a maximum annual average wind speed (AAWS) of 8.5 m/s. Installations with a known AAWS above 8.5 m/s are not covered under warranty. The maximum survival wind speed for all three turbines is 52.5 m/s. The process in Appendix A shall be used to determine and declare the AAWS.
- The EWP S-250 turbine is designed for an AAWS of 8.5 m/s and has a maximum survival wind speed of 59.5 m/s. The process in Appendix A shall be used to determine and declare the AAWS.
- Permanent damage or loss of function resulting from wind speeds exceeding specified limits, lightning, hail, tornadoes, or hurricanes (where the turbine survival wind speed is exceeded), or from voltage irregularities that entered into the turbine electrical system from the utility (grid) connections are not covered by this warranty.
- Warranty coverage is extended only to those End-Customers who have had regular annual maintenance completed by a qualified service technician (see EWP's Annual

Maintenance Checklist appropriate to your product). Proof of annual maintenance service will be required.

- Warranty coverage on turbines or towers that sit in Distributor's inventory for longer than six (6) months after June 30, 2011.

5-Year Limited Warranty

Voiding of the Warranty

Warranty coverage may be void under any of the following circumstances:

- Serial numbers intentionally altered or damaged.
- Turbine installation with towers, equipment, materials, or supplies not manufactured or supplied by EWP.
- Alteration or replacement of any part without EWP permission.
- Part failure due to improper installation of the turbine (not per EWP Installation Manuals).
- Failure to register with EWP within 90 days of installation.
- Negligence to perform the required maintenance.

Assumption of Responsibility

Distributor Requirements

- Installers are required to carry liability insurance before carrying out any installation or warranty work on any EWP tower or turbine system.

Bachmann, Joanne

From: Larry Flowers [lflowers@awea.org]
Sent: Friday, December 16, 2011 5:00 PM
To: publiccommentswind@njcleanenergy.com
Cc: jeanne.fox@bpu.state.nj.us; andy.kruse@windenergy.com; Pingree, Brett;
m.winka@bpu.state.nj.us
Subject: NJ BPU Small Wind Incentive Program

Mr. Scott Hunter: the American Wind Energy Association's Small Wind Committee leadership has reviewed NJ BPU's recent request for comments on the need for additional consumer protections for distributed wind installations. It is our opinion that some of the proposed stipulations of post-warranty responsibilities goes far beyond good and acceptable commercial practice, not just for wind installations, but for any residential or commercial equipment installation. The costs of limited warranties are built into each supplier and installer's business plans, again not just in the wind industry, but for most reputable commercial products. Open-ended responsibility beyond the warranty period without owner/user accountability for proper use and service is simply not economically nor practically acceptable commercial practice. Owners/users of equipment are aware that they have some responsibility for proper use and upkeep both during and beyond the warranty periods.

AWEA has supported your investigation of the recent turbine failures, and a revision of your program design to minimize the installation of untested and unreliable equipment. AWEA has also supported the establishment of the SWCC and four regional test centers to assure the state incentive managers and the public that turbines that they underwrite are reliable, safe, and backed by qualified, independent testing.

AWEA's recently published its 2010 U.S. Small Wind Turbine Market Report in which it reported that there are 144,000 small wind turbines installed throughout the U.S. (www.AWEA.org/smallwind/). AWEA is not aware of any other state, federal, or foreign wind energy incentive program that has been suspended for safety reasons. All of the turbines that were previously involved with the New Jersey program are being sold and installed on a continuing basis in other states and other countries.

Based on the overwhelming evidence of the excellent safety performance that the established commercial small wind turbines in the U.S. market have exhibited, AWEA urges the NJ BPU to reestablish its program with qualified turbines, consistent with the Interstate Turbine Advisory Council's recommendations, but without the highly discriminatory post warranty requirements that NJ BPU has proffered.

AWEA's Small Wind committee and staff are available to further discuss these recommendations at your convenience.

Regards, Larry Flowers



Larry Flowers
Deputy Director, Distributed and Community Wind
American Wind Energy Association

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Clifton Park, NY 12065
info@smallwindcertification.org

December 16, 2011

B. Scott Hunter
Renewable Energy Program Administrator
Office of Clean Energy
New Jersey Board of Public Utilities
44 S. Clinton Ave., POB 350
Trenton, NJ 08625-0350
publiccommentswind@njcleanenergy.com

RE: SWCC Comments on REIP for Wind Recommended Program Changes

Dear Mr. Hunter,

This letter and attachments encompass comments from the Small Wind Certification Council (SWCC) concerning the proposed draft changes for the Renewable Energy Incentive Program under consideration by the New Jersey Board of Public Utilities, primarily focused on improving consumer protection with stronger incentive eligibility requirements.

In addition, we would suggest that your staff review Energy Trust of Oregon's new certification requirements along with recommendations on best practices for incentive design under development by the Interstate Turbine Advisory Council (ITAC), a collaboration of clean energy programs creating a unified list of small and mid-sized wind turbines that fit the performance, durability and customer experience expectations of clean energy programs.

The Small Wind Certification Council (SWCC) has issued its first full certification and consumer label to the Bergey Windpower Excel, and expects to issue at least two additional full certifications in the coming weeks. Sixteen of the 28 turbine models under contract to pursue SWCC certification have either started or completed testing.

To increase consumer protection and ensure that small wind turbines installed under REIP have been tested for safety, function, performance and durability, and will ensure consistency in ratings, we recommend a few additional revisions and clarifications to ensure a smooth relaunch of the program:

- 1) Require **full** certification at the restart of the program by the Small Wind Certification Council or an independent certification body that is **accredited** to provide product certification to specified standards as follow:
 - a. AWEA Small Wind Turbine Performance and Safety Standard (AWEA 9.1–2009) for small turbines with a swept area of 200 square meters or less; or

- b. IEC Standard 61400-12-1 and 61400-11 for turbines with a swept area of more than 200 square meters and therefore outside the scope of and AWEA 9.1-2009.
- 2) Explicitly state that turbine models with only SWCC “Conditional Temporary Certification” status and others certified under UK’s Microgeneration Certification Scheme need to have their certification confirmed by SWCC or an independent, accredited certification organization in order to qualify.

Specific wording suggestions for the program requirements are attached.

Section O of SWCC’s Certification Policy (attached) describes grounds for sanction and corrective action. If a deficiency or violation is found, the SWCC Certification Commission has a list of possible actions it can take ranging from private or public reprimand to certification revocation. Likewise, OCA staff should consider rescinding eligibility for products experiencing failures or poor operational performance, reliability, or warranty support in North America or elsewhere.

Please feel free to contact us with any questions or for further information. We are happy to continue working with BPU staff to ensure that certification requirements for New Jersey small wind incentives are appropriate, independent and rigorous. Thank you for your consideration.

Sincerely,



Larry Sherwood
Executive Director

Attachments: SWCC Recommended Language for Increased Consumer Protection
SWCC Small Wind Turbine Certification Policy Section O

SWCC Recommended Language to Increase Consumer Protection for New Jersey REIP

In order to promote confidence that small wind turbines installed with ratepayer assistance have been adequately tested for safety, function, performance and durability and to ensure consistency in ratings, SWCC recommends the following revisions to the proposed draft eligibility requirements.

For a turbine to be eligible for an REIP rebate, a wind turbine manufacturer or authorized designee must provide technical information and specifications of the wind turbine model for BPU review and provide acceptable evidence demonstrating its safety, functionality and reliability through one of the following methods:

- 1) For small turbines with a swept area of 200 square meters or less and within the scope of the American Wind Energy Association Small Wind Turbine Performance and Safety Standard (AWEA 9.1– 2009), submission of:
 - o Evidence of certification to AWEA 9.1-2009 by the Small Wind Certification Council (SWCC) or other independent certification body that is accredited to provide product certification to AWEA Standard 9.1-2009.
 - o Turbine models certified under the UK's Microgeneration Certification Scheme,¹ including those that have achieved SWCC "Conditional Temporary Certification" status based on testing and analysis pursuant to the IEC 61400 Standards or the BWEA Standard, would also need to achieve full certification from SWCC or independent certification body that is accredited to provide product certification to AWEA Standard 9.1-2009.
- 2) For turbines with a swept area of more than 200 square meters and therefore outside the scope of IEC 61400-2 or AWEA 9.1-2009, submission of:
 - o Evidence of certification to IEC Standard 61400-12-1 and 61400-11 by the SWCC or an entity that is accredited to provide product conformity certification to IEC Standard 61400-11 and IEC Standard 61400-12-1.

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• For turbines that have not yet been certified, the New Jersey Department of Community Affairs (DCA) has authorized local municipal inspectors to require small wind energy systems satisfy a "field listing" of the wind energy generating system. The "field listing" tests will be performed by a Nationally Recognized Testing Laboratory (NRTL) at the expense and arrangement of the installer, manufacturer, or customer. A list of NRTL's can be found at:
<http://www.osha.gov/dts/otpc/nrtl/nrtlist.html>. For turbines that do not have certification, an installation can not pass the local inspection without a passed

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<http://www.osha.gov/dts/otpc/nrtl/nrtlist.html>. For turbines that do not have certification, an installation can not pass the local inspection without a passed report from the NRTL.

¹ www.microgenerationcertification.org/mcs-consumer/product-search.php

Small Wind Turbine Certification Policy

01 November 2011

O. Certification Deficiency and Policy Violation Resolution Process

SWCC will review and resolve all matters involving: a potential failure of the Certification Holder to satisfy a requirement of this Policy; a complaint received by the Certification Holder or SWCC concerning the SWT; and, any other dispute related to SWCC policies.

1. Notice of Potential Certification Deficiency or Policy Violation. The Certification Commission will issue a Notice of Deficiency and/or Notice of Policy Violation (Notice) to a Certification Holder where the Commission has determined that: the Certification Holder may have violated any requirement of this Policy; or, a deficiency may exist with respect to the Certification Holder's SWCC certification. Within thirty (30) days of receipt of such Notice, the Certification Holder must: respond to each identified deficiency and/or Policy violation; provide all relevant information and materials; and, otherwise satisfy all requirements set forth in the Notice. Following the timely submission of a complete and accurate response to the Notice, all deficiency and violation matters will be resolved by the Certification Commission pursuant to this Policy Section.

2. Failure to Respond. In the event that the Certification Holder does not provide a timely, complete, and accurate response to a Notice, the Certification Commission may issue any sanction(s) or corrective action(s) authorized by this Policy, or any other applicable SWCC Policy. The Certification Holder must comply fully with all sanctions and/or corrective actions issued by the Commission.

3. Grounds for Sanction and Corrective Actions. The circumstances under which the Certification Commission may issue certification sanctions and/or corrective actions include, but are not limited to, the following:

- a. A Certification Application, Annual Certification Report, or Significant Modification Report contains a material misrepresentation;
- b. A Certification Holder makes a public misrepresentation concerning its activities, operations, or a tested product;
- c. A Certification Holder fails to comply with a condition of the certification;
- d. A Certification Holder violates, or acts contrary to, an SWCC Policy;
- e. A Certification Holder fails to remit required certification fees and charges to SWCC;
- f. A Certification Holder has failed to satisfy an SWCC Policy requirement with respect to a Certification Holder's SWCC certification; or,
- g. Other good and reasonable cause exists and supports the issuance of sanctions or corrective actions under this Policy.

4. Certification Deficiency and Policy Violation Decisions. Based on an objective and complete review of the information received, the Certification Commission, in its sole discretion, will

determine whether a certification deficiency or Policy violation exists, or the Notice will be dismissed. Upon the finding of any such deficiency or violation, the Certification Commission will determine the severity of such deficiency(ies) or violation(s), and issue a Deficiency and/or Violation Decision. In its sole discretion, the Commission may issue one or more of the following actions:

- a. Private or Public Reprimand.
- b. Conditions of Continued Certification.
- c. Certification Probation. The term of certification probation will be for a period of at least six (6) months, and a maximum of thirty-six (36) months. Following the expiration of the final probation order, the Certification Commission will do the following: if the Certification Holder has satisfied the terms of probation in full, verify that the probation has been completed and reinstate the Certification Holder to full certification status; or, if the Certification Holder has not satisfied the terms of probation in full, determine whether the probation order will continue, and/or issue additional, appropriate sanctions or actions.
- d. Certification Suspension. The term of a certification suspension will be for a period of at least six (6) months, and a maximum of thirty-six (36) months. After the expiration of a final suspension order, the Certification Holder may submit a Request for Reinstatement (Reinstatement Request) to the SWCC Board of Directors. The Reinstatement Request must include the following information: a statement of the reasons that the SWT Manufacturer believes support or justify the acceptance of the Reinstatement Request; and, copies of any relevant materials which support the Request.
- e. Certification Revocation. Following revocation of an SWCC certification, SWT Manufacturer may re-apply for certification after two (2) years following the date of the final revocation. After 2 years, the SWT Manufacturer may submit a Petition to Reapply for Certification (Reapplication Petition). The Reapplication Petition must include the following information: a statement of the reasons that the SWT Manufacturer believes support or justify the acceptance of the Reapplication Petition; and, copies of any relevant materials which support the Petition. If the Reapplication Petition is accepted, then the SWT Manufacturer may submit a new Notice of Intent to Submit an Application for SWCC Certification.