

as amended, G. L. c. 92 Appendix, with a principal place of business at Deer Island, 33 Tafts Avenue, Boston, Massachusetts. MWRA is responsible for providing wholesale water and sewer services to individual and industrial users in numerous communities across the Commonwealth of Massachusetts.

2. Defendant Baldwin Energy LLC (“Baldwin”) is a Limited Liability Company organized under the laws of Massachusetts with a principal office at 232 Andover Street, Wilmington, Massachusetts.

JURISDICTION AND VENUE

3. All claims asserted under this Complaint are within the subject matter jurisdiction of the Superior Court pursuant to the provisions of G.L. c. 212, §3 and pursuant to §24 of MWRA’s Enabling Act, St. 1984, c. 372.

4. Venue is proper in Suffolk County pursuant to G.L. c. 223 §1 and pursuant to the parties’ contractual agreement that Baldwin will not contest venue in the Business Litigation Session of the Suffolk County Superior Court.

FACTS

5. On March 7, 2022, Baldwin and MWRA entered into MWRA Contract No. S605 Wind Turbine Maintenance (the “Contract”). Pursuant to the Contract, Baldwin agreed to provide preventative maintenance as well as unspecified maintenance and repair services on three wind turbine generators owned and operated by MWRA.

The Contract and MWRA's Wind Turbines

6. In the Contract, Baldwin agreed to provide preventative maintenance, unspecified maintenance and repair services on two Vestas RRB India Limited, model Pawan Shakthy 600kW (PS600) Wind Turbine Generators ("WTG1" and "WTG2") located at MWRA's Deer Island facility, and one Sinovel SL1500 Wind Turbine Generator located at MWRA's DeLauri Pump Station in Charlestown, MA.

7. Pursuant to the Contract, Baldwin agreed to supervise and direct its work competently, using its best skill and attention and provide competent, qualified personnel to perform all work.

8. During the term of the Contract, Baldwin undertook full responsibility for preventative maintenance, as well as unspecified maintenance and repairs requested by MWRA on MWRA's wind turbine generators.

9. WTG1 is a three (3) bladed pitch regulated wind turbine. The pitch of each blade relative to the incoming wind speed adjusts to provide an aerodynamic force for rotation of the turbine and generator for electric generation.

10. WTG1's brake system consists of both aerodynamic and mechanical means. Aerodynamic braking occurs when the blades turn perpendicular to the incoming wind direction in a "feathered" condition to prevent force generation and rotation of the turbine. Additional mechanical braking occurs by a hydraulic actuated brake pad on a disc in the rotational assembly.

11. The blades attach to a nacelle that contains the gearbox and other mechanical components of WTG1. A motor driven gear system controls the direction of the nacelle long axis, referred to as the "yaw".

12. The Contract specifically requires that Baldwin perform all of its maintenance and repair services in accordance with the Manufacturer's Wind Turbine Generator Operations & Maintenance Manual ("O&M Manual") incorporated into and attached as Appendix A to the Contract.

Baldwin's Response to an April 2022 Bearing Failure

13. In April 2022, the control data for WTG1 indicated a fault related to a speed mismatch between the gearbox and generator. On April 11, 2022, Baldwin placed WTG1 in "Pause" mode, performed an up-tower inspection of the nacelle and gearbox area and discovered an oil leak and rear bearing inner race failure. Baldwin then placed WTG1 in "Emergency Stop" mode while investigating the cause of the bearing failure and preparing a plan for repair.

14. According to the O&M Manual, Emergency Stop mode places the turbine blades in a full-feathered position, activates the mechanical brake, and all other motors stop.

15. The O&M Manual further provides instructions for long-term turbine standstill. The *Safety Regulations for Operators and Technicians manual* provides, in relevant part:

7. Turbine standstill

If the turbine stands still for more than 2 days, caused by e.g. a grid drop out or large reparation, the blades must be pitched to approximately 88° and the transport fitting mounted. (535 mm long bushes for PS600 with conic hub). The nuts must be with a torque of min. 100 Nm. If the connecting rods are dismantled the blades must be locked as described in the O&M manual.

The locking of the blades must be inspected every 2 weeks.

The rotor locking system must not be activated. [emphasis in original]

16. Baldwin did not install the transport fitting referenced in the O&M Manual on April 11, 2022 or any time thereafter. On information and belief, Baldwin did not undertake any of the other instructions for turbine standstill contained in the O&M Manual.

17. Baldwin did not inspect or otherwise perform any maintenance or repairs on WTG1 after April 11, 2022.

Catastrophic Failure of WTG1

18. On May 29, 2023, WTG1 suffered a catastrophic failure where the turbine's blades and rotor assembly spun out of control, and portions of the blades separated from the turbine.

19. The WTG1 blades continued to spin without any ability to control their speed, with observable damage occurring to the blades, in addition to occasional tower vibrations.

20. MWRA personnel and Baldwin responded to the incident.

21. After attempts by Baldwin to engage the braking system through the control system at the base of the tower failed it was determined that the only option was to wait for the winds to die down, or the rotor to stop rotating, so technicians could safely climb the tower and lock the blades in place.

22. Once blade rotation had ceased Baldwin personnel ascended the tower and mechanically locked the blades in place.

23. Substantial damage in the nacelle was discovered, including equipment broken from mountings and the hub rotor and blades separated from the nacelle, leaning forward from its normal vertical position with numerous retaining bolts snapped.

24. Thereafter, MWRA engaged another contractor to remove the hub, blades, and gearbox from the tower, and retained an expert forensic investigator to determine the cause of the failure.

25. MWRA's initial investigation revealed that at the time of the WTG1 failure, the yaw motors were off, fixing the nacelle in one direction. In addition, the pitch traverse was not

mechanically locked, the transport fitting had not been installed and the blades were out of feathered position.

26. The lack of yaw control subjected the nacelle and rotor to cross wind and down wind conditions. Because WTG1 is designed to operate in an upwind configuration, the crosswind configuration caused WTG1 to rotate. The wind conditions leading up to the failure event overcame the available hydraulic pressure and changed the blade pitch, allowing the rotor to rotate in an uncontrolled manner.

27. The wind was only able to cause uncontrolled rotation of the rotor because Baldwin placed WTG1 in Emergency Stop mode and did not install the transport fitting as instructed by the O&M Manual.

28. Had Baldwin installed the transport fitting on April 11, 2022 as instructed by the O&M Manual, WTG1 would not have suffered the failure.

Harm to MWRA and Notices to Baldwin

29. Due to the extensive damage to both its blades and internal components, WTG1 requires replacement.

30. As a result of the failure of WTG1, MWRA has incurred and/or will incur damages including, without limitation, costs to replace WTG1, costs of a separate contractor to dismantle WTG1, and the cost of an expert forensic investigator to investigate the cause of its failure. MWRA has also lost, and continues to lose on a daily basis, the value of electricity generated by WTG1.

31. By letter dated November 21, 2023, MWRA notified Baldwin of MWRA's claims against it for breach of contract, negligence and failure to perform its work in a good and

workmanlike manner and demanding that Baldwin put its insurers on notice of MWRA's claim and provide proof of that notice.

32. By letter dated February 4, 2024, MWRA demanded payment from Baldwin of \$4,381,929 in damages caused by Baldwin within thirty days, and again demanded that Baldwin put its insurers on notice of MWRA's claim and provide proof of that notice.

33. Baldwin requested additional time to respond to the demand letter after consultation with its insurer, which time MWRA provided. No response was provided by Baldwin.

34. Baldwin failed to pay the demanded amount and has failed to take responsibility for its breaches and negligence.

Count I
(Breach of Contract)

35. MWRA re-alleges and incorporates by reference the allegations set forth in the foregoing paragraphs as if set forth fully herein.

36. As part of its contractual duties under Contract S605, Baldwin agreed to, among other things, maintain and repair WTG1 in accordance with the Manufacturer's O&M Manual incorporated into and included as Appendix A to the Contract.

37. On April 11, 2022, when Baldwin placed and left WTG1 in Emergency Stop mode, Baldwin knew or should have known that WTG1 would be out of service for more than two days.

38. Contrary to the O&M Manual's instructions, Baldwin did not install WTG1's transport fitting on April 11, 2022 or at any time thereafter.

39. On information and belief, Baldwin failed to comply with other instructions in the O&M Manual when performing maintenance on WTG1.

40. Baldwin has breached its contractual obligations under Contract S605 due to, among other things, its failure to comply with the O&M Manual's instructions, failure to supervise and direct its work competently, using its best skill and attention, and/or failing to provide competent, qualified personnel to perform all work.

41. As a result of this and other breaches by Baldwin under Contract S605, MWRA has sustained damages, and continues to sustain damages for which Baldwin is liable to MWRA.

Count II
(Contractual Indemnity)

42. MWRA re-alleges and incorporates by reference the allegations set forth in the foregoing paragraphs as if set forth fully herein.

43. Baldwin agreed to and undertook indemnification obligations under Contract S605 whereby it assumed certain obligations and risks of loss and damages as between itself and MWRA.

44. Baldwin contractually obligated itself under Contract S605 to, *inter alia*, be responsible to MWRA for its failure, neglect and/or refusal to faithfully perform the work or other obligations under Contract S605 resulting in loss or damage to MWRA.

45. Baldwin breached Contract S605 by, among other things, failing and/or neglecting to comply with the instructions in the Manual, failing to supervise and direct its work competently, using its best skill and attention, and/or failing to provide competent, qualified personnel to perform all work.

46. As a proximate result of the failure, neglect and refusal of Baldwin to perform the work pursuant to the terms Contract S605, MWRA has suffered damages, losses, costs and

expenses, and continues to suffer damages, losses, costs and expenses for which Baldwin is liable to MWRA.

47. In violation of its contractual obligation to indemnify MWRA Baldwin has failed to make payment to MWRA of its losses, expenses and damages despite MWRA's demands.

Count III
(Negligence)

48. MWRA re-alleges and incorporates by reference the allegations set forth in in the foregoing paragraphs as if set forth fully herein.

49. Baldwin was obligated to exercise due care and diligence in the performance of its maintenance and repair services under Contract S605.

50. Baldwin failed to exercise reasonable care, judgment and diligence in the performance of its maintenance services. Among other things, Baldwin failed to install the transport fitting into WTG1 in April of 2022 when a reasonably prudent maintenance contractor would have followed the O&M Manual's instructions to do so knowing that WTG1 was going to be out of service for more than two days.

51. As a proximate result of result of Baldwin's failures to exercise reasonable care, judgment and skill in the performance of its maintenance services, MWRA suffered damage and continues to sustain damages for which Baldwin is liable to MWRA.

WHEREFORE, the Plaintiff Massachusetts Water Resources Authority prays that a judgment enter in MWRA's favor against Defendant Baldwin Energy LLC:

- (i) for all damages, interest, costs and attorneys' fees as are determined, after trial, to be recoverable against Baldwin Energy LLC; and

- (ii) for such other damages and other such further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff Massachusetts Water Resources Authority demands a trial by jury on all claims so triable.

Respectfully submitted,

MASSACHUSETTS WATER
RESOURCES AUTHORITY
By its attorneys,

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