

**FIRSTAMENDMENT TO THE MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
VINEYARD WIND, LLC, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE VINEYARD WIND 1 OFFSHORE WIND ENERGY PROJECT,
LEASE AREA OCS-A 0501, OFFSHORE MASSACHUSETTS (AGREEMENT)**

WHEREAS, the Massachusetts State Historic Preservation Officer (MA SHPO), the Bureau of Ocean Energy Management (BOEM), and the Advisory Council on Historic Preservation (ACHP) executed a Memorandum of Agreement (MOA) on May 7, 2021, to mitigate adverse effects associated with the construction, operation, maintenance, and decommissioning for the wind energy project known as Vineyard Wind 1 (the Project) located approximately 14 miles from the southeast corner of Martha's Vineyard and a similar distance from the southwest side of Nantucket; and

WHEREAS, BOEM determined that an amendment to this MOA is appropriate to clarify that BOEM consulted with additional federally recognized Tribes that were inadvertently omitted from the preamble in the original MOA, as well as earlier drafts; to clarify that the terrestrial archaeological resources area of potential effects (terrestrial APE) described in Attachment 1, Section 3.3 of the MOA, and located near the new substation in Barnstable, warrants modification and additional consultation, as appropriate; and to clarify the Section 106 consultation process in the event the Project requires any future modifications; and

WHEREAS, BOEM consulted with the following federally recognized Tribes for this Project prior to executing the MOA regarding the identification and evaluation of sites of religious and cultural significance to the federally recognized Tribes and assessment of effects to these historic properties: the Mashpee Wampanoag Tribe; Mashantucket Pequot Tribal Nation; Delaware Tribe of Indians; Mohegan Tribe of Indians of Connecticut; Narragansett Indian Tribe; Shinnecock Indian Nation; and the Wampanoag Tribe of Gay Head-Aquinnah; and

WHEREAS, BOEM inadvertently omitted the Mashpee Wampanoag Tribe and the Mashantucket Pequot Tribal Nation in the preamble clause of the original MOA that listed federally recognized Tribes whom BOEM consulted with during the Section 106 consultation conducted prior to the execution of the MOA; and

WHEREAS, the lessee, Vineyard Wind, LLC (Vineyard Wind) commenced onshore construction of the Project on November 18, 2021, pursuant to the terms of this MOA which was incorporated into BOEM's conditions of approval for the Construction and Operations Plan (COP) and

WHEREAS, Vineyard Wind notified BOEM that the terrestrial APE, as defined in the MOA, does not explicitly encompass work that will occur adjacent to the new substation in Barnstable, MA, that will be connected to the nearby existing Barnstable substation by two, 115 kilovolt (kv) cables within two duct banks; and

WHEREAS, Vineyard Wind included (and BOEM analyzed) these Project related activities in the project COP and Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (42 USC 4321 et seq.) (NEPA), respectively; and

WHEREAS, BOEM determined the previous archaeological surveys (Ritchie 2018 and 2019) completed for this Project and to support the Section 106 consultation conducted prior to finalization and execution of the MOA included this portion of the Project, and that these survey reports did not identify any historic properties; and

WHEREAS, after the MOA was executed Vineyard Wind conducted additional archaeological surveys (Phase 1) for the portion of work to be conducted outside the currently delineated terrestrial APE, and, based on these surveys, BOEM determined no historic properties were identified in the area of the Project encompassing the substation-adjacent work;

NOW THEREFORE, in accordance with Stipulation X (Amendment) of the MOA, the signatories (BOEM, MA SHPO, and the ACHP) and the invited signatory (Vineyard Wind) agree to amend the MOA as follows:

1. Amend Attachment 1, Section 3.3 so it reads as follows:

The APE for the substation site is 8.1 acres of the total 8.6-acre site with a maximum ground disturbance of 4.6 m (15 ft) below the high peak of existing grade for the entirety of the roughly 8.1-acre area as well as the additional 10,110 square feet of ground disturbance for installation of the duct banks immediately north of the substation site itself that will connect the substation to the Barnstable Switching Station. Approximately 8.1 acres of the substation site and 10,110 square feet of the northwest and northeast 115kv cable duct bank routes connecting the existing Barnstable substation and new Vineyard Wind substation would be cleared and graded; this proposed land clearing is limited only to what is needed to accommodate the substation and the cable duct bank routes. To complete finished site grades and to balance earth cuts and fills at the new substation, several retaining walls would be required and excavation for and construction of these walls would be required as part of completing the site grading effort.

Construction at the substation site would also require excavation of areas required for major component foundations/footings and full volume containment, excavation of the drainage swales and basins required for site drainage, and excavation of the trench for the portions of the duct bank within the substation site and immediately north to connect to the Barnstable Switching Station.

2. Amend Attachment 1, Figure 4 so it includes the attached figure of the overview of the terrestrial archaeological resources APE.
3. Add new Stipulation XV. Section 106 Consultation for Additional Archaeological Surveys
 - A. BOEM will notify the signatories, invited signatories, and consulting parties that it has determined no historic properties were identified in this portion of the new terrestrial APE.
 1. BOEM, with the assistance of Vineyard Wind, will provide written notification and summary of BOEM's finding that no historic properties were identified in this new portion of the terrestrial APE, a description of the survey methodology used to conduct the additional archaeological survey that supports BOEM's finding, a summary of the results, and copies of the archaeological survey to the signatories and the consulting parties.


2. The signatories and consulting parties will have 30 calendar days to review and comment on BOEM's finding with supporting documentation.
 3. BOEM, with the assistance of Vineyard Wind, will conduct any consultation meetings if requested by the signatories or consulting parties.
 4. After the 30 calendar day review period has concluded and no comments require additional consultation, Vineyard Wind will notify the signatories and consulting parties that the MA SHPO has concurred with BOEM's finding and, if BOEM received any comments, provide a summary of the comments and BOEM's responses.
4. Add new Stipulation XVI. Modifications of Project
- A. If Vineyard Wind proposes any modifications to the Project that expand the Project beyond the Project Design Envelope included in the COP and/or occur outside the defined APE or the proposed modifications change the final Section 106 determinations and findings for this Project made prior to the execution of the MOA, Vineyard Wind shall notify and provide BOEM with information concerning the proposed modifications. BOEM will determine if these modifications require alteration of the conclusions reached in the Finding of Effect and, thus, will require additional consultation with the signatories, invited signatories, and consulting parties. If BOEM determines additional consultation is required, Vineyard Wind will provide the signatories, invited signatories, and consulting parties with the information concerning the proposed changes, and they will have 30 calendar days from receipt of this information to review and comment on the proposed changes. BOEM shall take into account any comments from signatories, invited signatories, and consulting parties prior to approving any proposed changes. Using the procedure below, BOEM will, as necessary, consult with the signatories, invited signatories, and consulting parties to identify and evaluate historic properties in any newly affected areas, assess the effects of the modification, and resolve any adverse effects.
1. If the Project is modified and BOEM identifies no additional historic properties or determines that no historic properties are adversely affected due to the modification, BOEM, with the assistance of Vineyard Wind, will notify and consult with the signatories and consulting parties following the consultation process set forth in this Stipulation XV.1.
 - a. Vineyard Wind will notify all the signatories and consulting parties about this proposed change and BOEM's determination by providing a written summary of the project modification including any maps, a summary of any additional surveys and/or research conducted to identify historic properties and assess effects, and copies of the surveys.
 - b. BOEM and Vineyard Wind will allow the signatories and consulting parties 30 calendar days to review and comment on the proposed change, BOEM's determination, and the documents.
 - c. After the 30 calendar review period has concluded and no comments require additional consultation, Vineyard Wind will notify the signatories and consulting parties that BOEM has approved the project modification and, if they received any comments, provide a summary of the comments and BOEM's responses.
 - d. BOEM, with the assistance of Vineyard Wind, will conduct any consultation meetings if requested by the signatories or consulting parties.

- e. This MOA will not need to be amended if no additional historic properties are identified and/or adversely affected.
- B. If BOEM determines new adverse effects to historic properties will occur due to a Project modification, BOEM with the assistance of Vineyard Wind will notify and consult with the signatories and consulting parties regarding BOEM's finding and the proposed measures to resolve the adverse effect(s) including the development of a new treatment plan(s) following the consultation process set forth in this Stipulation XV.2. .
- a. Vineyard Wind will notify all signatories and consulting parties about this proposed modification, BOEM's determination, and the proposed resolution measures for the adverse effect(s).
 - b. The signatories, invited signatories, and consulting parties will have 30 calendar days to review and comment on the adverse effect finding and the proposed resolution of adverse effect(s), including a draft treatment plan(s).
 - c. BOEM, with the assistance of Vineyard Wind, will conduct additional consultation meetings, if necessary, during consultation on the adverse effect finding and during drafting and finalization of the treatment plan(s).
 - d. BOEM, with the assistance of Vineyard Wind, will respond to the comments and make necessary edits to the documents.
 - e. Vineyard Wind will send the revised draft final documents to the other signatories and consulting parties for review and comment during a 30 calendar day review and comment period. With this same submittal of draft final documents, Vineyard Wind will provide a summary of all the comments received on the documents and BOEM's responses.
 - f. BOEM, with the assistance of Vineyard Wind, will respond to the comments on the draft final documents and make necessary edits to the documents.
 - g. Vineyard Wind will notify all the signatories and consulting parties that BOEM has approved the project modification and will provide the final document(s) including the final treatment plan(s) and a summary of comments and BOEM's responses to comments, if they receive any on the draft final documents, after BOEM has received concurrence from the MA SHPO on the finding of new adverse effect(s), BOEM has agreed to the final treatment plan(s), and BOEM has approved the Project modification.
 - h. The MOA will not need to be amended after the treatment plan(s) is finalized.
3. If any of the signatories, invited signatory, or consulting parties object to determinations, findings, or resolutions made pursuant to these measures (Stipulation XVI, BOEM will resolve any such objections pursuant to the dispute resolution process set forth in Stipulation IX.
5. All other provisions of the MOA remain in effect.

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Signatory

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Reid J. Nelson
Acting Executive Director

Date September 30, 2022

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Signatory

MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER

Brona Simon

Date September 20, 2022

Brona Simon
State Historic Preservation Officer

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Signatory

BUREAU OF OCEAN ENERGY MANAGEMENT

**WALTER
CRUICKSHANK**

Digitally signed by WALTER
CRUICKSHANK
Date: 2022.09.20 10:16:58 -04'00'


Walter Cruickshank
Deputy Director

Date September 20, 2022

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Invited Signatory

VINEYARD WIND, LLC

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Rachel J. Pachter
Chief Development Officer

Date 7/29/2022

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Attachment 1

**Amended Attachment 1, Figure 4
Overview of the Terrestrial Archaeological Resources Area of Potential Effects**

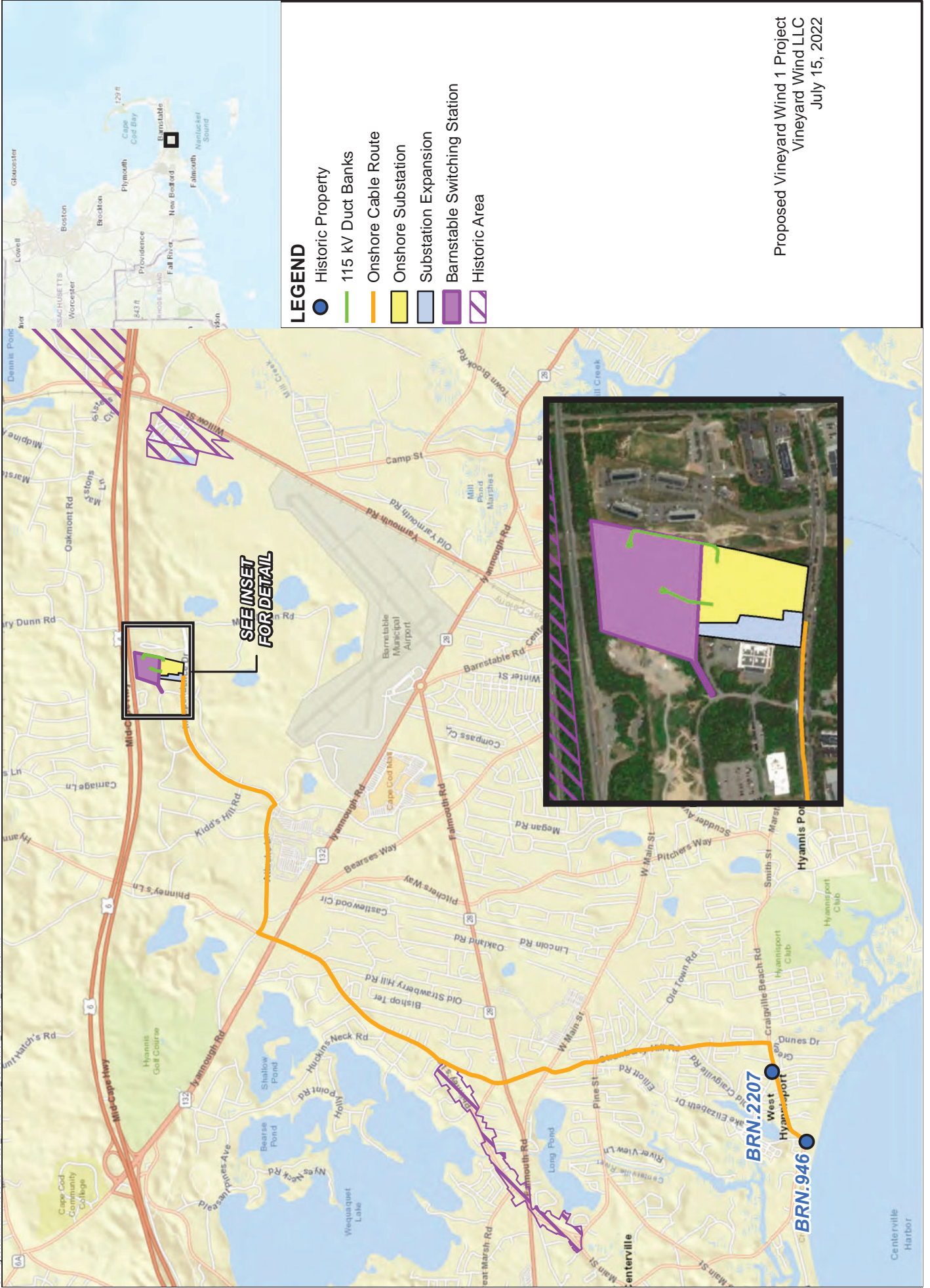


Figure 4. Overview of Terrestrial Archaeological Resources APE