

## **GOOD NEIGHBOR AGREEMENT**

This Good Neighbor Agreement (“Agreement”) is made and entered into on this 27 day of August, 2020 (the “Effective Date”), by and between **Vineyard Wind, LLC**, a Delaware limited liability company with its principal office located at 700 Pleasant Street, Suite 510, New Bedford, Massachusetts 02740 (“Vineyard Wind”), the **Town and County of Nantucket, Massachusetts** (the “Town”), the **Maria Mitchell Association** (“MMA”), and the **Nantucket Preservation Trust** (“NPT”) (collectively the “**Nantucket Parties**”).

**WHEREAS**, Vineyard Wind is the leaseholder of two commercial wind energy leases on the Outer Continental Shelf known as OCS-A 0501 and OCS-A 0522 which are located within the Massachusetts Wind Energy Area; and

**WHEREAS**, Vineyard Wind intends to develop, permit, finance, construct, operate and maintain a total of five (5) offshore wind projects within its OCS-A 0501 and OCS-A 0522 lease areas; and

**WHEREAS**, Vineyard Wind’s first 800 MW offshore wind project is located in the northern portion of the OCS-A 0501 lease area with the northern edge of the project located approximately 15 statute miles from the island of Nantucket; and

**WHEREAS**, the islands of Nantucket, Tuckernuck, and Muskeget comprise the Nantucket Historical District National Historic Landmark by the National Park Service listed in the National Register of Historic Places; and

**WHEREAS**, the Nantucket Parties support appropriately designed and sited renewable energy development and Vineyard Wind supports measures that protect, restore, and preserve cultural and historic resources, including those affected by utility-scale energy development, sea level rise, and global climate change; and

**WHEREAS**, Vineyard Wind and the Nantucket Parties will be neighbors for decades to come, the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

**NOW, THEREFORE**, in consideration of the mutual covenants and mutual consideration hereinafter contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. Purpose of the Agreement**

The purpose of this Agreement is to establish a long-term relationship between Vineyard Wind and the Nantucket Parties and more generally, the Nantucket Community, to support and promote the Parties’ mutual interests in renewable energy development, combating the effects of global climate change, enhancing coastal resiliency, and protecting, restoring, and preserving

cultural and historic resources through the establishment of the Nantucket Offshore Wind Community Fund.

## **2. Definitions**

“Community Foundation for Nantucket” means the tax exempt, nonprofit organization located at 9 Bayberry Court, Nantucket, MA 02554 and established to support broad-based charitable interests on Nantucket.

“Effective Date” means the date as written in the opening paragraph of this Agreement.

“Financial Close” means for each individual project (i.e., the Vineyard Wind 1 Project, and each of the individual subsequent Future Projects), the date on which the financing agreements are executed and designated as effective and disbursement of funds under such agreements are made available for the construction of the applicable project.

“MMA” means the Maria Mitchell Association, a private nonprofit organization located on Nantucket whose mission is to create opportunities to develop a life-long passion for science through education, research, and first-hand exploration of the sky, land, and sea of Nantucket Island.

“Nantucket Community” means the full and part-time residents, landowners, business owners, nonprofit organizations, and other stakeholders on the islands of Nantucket, Tuckernuck, and Muskeget.

“Nantucket Historical District National Historic Landmark” means the islands of Nantucket, Tuckernuck, and Muskeget together, which are listed in the National Register of Historic Places and designated a National Historic Landmark by the National Park Service.

“Nantucket Offshore Wind Community Fund” or “Fund” means the fund established pursuant to this Agreement to support projects and initiatives related to protecting, restoring, and preserving cultural and historic resources, coastal resiliency, climate adaptation, and renewable energy.

“Nantucket Parties” means the Town, MMA, and NPT.

“NPT” means the Nantucket Preservation Trust, a nonprofit, membership-based organization whose mission is to protect, promote and preserve Nantucket’s unique architectural heritage and sense of place.

“Party” means Vineyard Wind, the Town, MMA, or NPT as the case may be and “Parties” shall be construed to mean collectively Vineyard Wind, the Town, MMA, and NPT.

“Projects” means the Vineyard Wind 1 Project and the Vineyard Wind Future Projects, collectively.

“Section 106 Process” means the process mandated by Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101 *et seq.*) that requires federal agencies to take into account the effects of their permitting activities on historic properties.

“Section 110(f)” means Section 110(f) of the National Historic Preservation Act (54 U.S.C. § 306107) that requires federal agencies to require all possible planning to minimize harm to National Historic Landmarks;

“Select Board” means the elected body created by and vested with the powers enumerated in the Charter of the Town of Nantucket.

“Town” means the Town and County of Nantucket, Massachusetts, including its Boards, Commissions, and Committees as established pursuant to the Charters of the Town and County of Nantucket.

“Vineyard Wind” means Vineyard Wind, LLC, a limited liability company organized and authorized to conduct business under the laws of the State of Delaware and authorized under the operating rules of its business to hold and operate leases, right-of-way grants, and right-of-use and easement grants for activities that produce, or support production, transportation, or transmission of energy from sources other than oil and gas, on the Outer Continental Shelf (OCS), and right-of-use and easement grants for the alternate use of OCS facilities for energy or marine-related purposes.

“Vineyard Wind Future Projects” means the four (4) projects Vineyard Wind intends to develop, permit, finance, construct, operate, and maintain within its OCS-A 0501 and OCS-A 0522 lease areas with associated export cables to Massachusetts and potentially other states, the precise timing of regulatory approval, Financial Close, construction, and operation of each project being currently unknown.

“Vineyard Wind 1 Project” means Vineyard Wind’s first 800 MW offshore wind project located in the northern portion of its OCS-A 0501 lease area with an export cable through federal and Massachusetts state waters and Nantucket municipal waters connecting to the grid in Barnstable, Massachusetts, which has received all required state permits and is expected to receive all federal permits necessary in early 2021 and reach Financial Close in the second or third quarter of 2021.

### **3. The Nantucket Offshore Wind Community Fund**

- 3.1. The Nantucket Parties shall establish the Nantucket Offshore Wind Community Fund to support projects and initiatives related to protecting, restoring, and preserving cultural and historic resources, coastal resiliency, climate adaptation, renewable energy, and other such areas related to the Parties’ mutual interests.
- 3.2. The Fund shall be managed by the Community Foundation for Nantucket, or another appropriate foundation agreed to by the Parties. Funding decisions shall be made by the Fund’s Board of Directors. The Town shall appoint the initial members of the Fund’s Board of Directors, which shall include reserved seats for at least one representative from each of the Nantucket Parties and an ex officio member from Vineyard Wind. The Fund’s Board of Directors will adopt qualifying criteria for additional board members. The Fund shall be established prior to Financial Close for the Vineyard Wind 1 Project.

**4. Vineyard Wind's Obligations.** Vineyard Wind hereby covenants and agrees as follows:

- 4.1. To support the establishment of the Offshore Wind Community Fund and facilitate its viability, at Financial Close for the Vineyard Wind 1 Project Vineyard Wind shall contribute \$4 million to the Fund. To provide continued support for the fulfillment of the purposes of the Fund, Vineyard Wind shall contribute \$3 million to the Nantucket Offshore Wind Community Fund at Financial Close for each of the Vineyard Wind Future Projects. Vineyard Wind's obligations under this Section 4.1 are contingent on the U.S. Department of Interior, Bureau of Ocean Energy Management (BOEM) completing the Section 106 process and issuing a Record of Decision and Vineyard Wind reaching Financial Close for the Vineyard Wind 1 Project and for each of the Vineyard Wind Future Projects.
- 4.2. Vineyard Wind shall coordinate with the Nantucket Parties with regard to the development, permitting, construction, and operations and maintenance of the Projects, as well as to identify additional opportunities by which the Nantucket Parties and Vineyard Wind may work together to promote their mutual interests.
- 4.3. For the Vineyard Wind 1 Project, Vineyard Wind agrees to paint the turbines a non-reflective off-white/light gray color to blend into the horizon and to install an Automatic Detection and Lighting System (ADLS). For each Future Project, Vineyard Wind agrees, subject to available technology and approval by BOEM and/or the Federal Aviation Administration (FAA), to paint the turbines a non-reflective off-white/light gray or similar color that blends into the horizon and to install an ADLS or similar system to reduce nighttime lighting and minimize the potential visual impacts of the Projects on the Nantucket Historical District National Historic Landmark. If Vineyard Wind declines to paint the turbines a color that blends into the horizon and/or install an available system that would reduce nighttime lighting for a Future Project despite receiving approval from BOEM and/or the FAA to do so, the Nantucket Parties reserve their right to oppose that Future Project in any available forum and likewise, in that event, Vineyard Wind reserves its right not to make payment in accordance with section 4.1 for that Future Project. If the turbines are painted a color that blends into the horizon and an ADLS or similar system is installed, the Nantucket Parties are satisfied that all possible planning has been used to minimize adverse effects, as required by Section 110(f) of the National Historic Preservation Act.
- 4.4. No future turbines will be sited closer to Nantucket Historic District than the front row of turbines currently planned for Vineyard Wind 1 Project.

**5. Nantucket Parties' Obligations.** The Nantucket Parties hereby covenant and agree as follows:

- 5.1. The Nantucket Parties agree to establish the Nantucket Offshore Wind Community Fund in accordance with the terms of this Agreement.
- 5.2. From and after the Effective Date through the Term of this Agreement, the Nantucket Parties shall use reasonable good faith efforts to (a) ensure that Nantucket residents and

visitors are informed of the benefits of the Projects, receive opportunities to learn about and engage in the Projects, and address concerns as they arise, (b) provide Vineyard Wind with advice and guidance as how to best to engage with the Nantucket Community with respect to the Projects, and (c) convey support for the Projects and Vineyard Wind's demonstration of community engagement through the Nantucket Offshore Wind Community Fund. Nothing herein shall preclude the Nantucket Parties from being eligible for other programs and services that may be made available by Vineyard Wind, including, for example, the Affordability & Resiliency Fund, Workforce Training, and future arrangements for discounted electrical supply.

- 5.3. From and after the Effective Date through the Term of this Agreement, and in consultation with Vineyard Wind, the Nantucket Parties shall use their reasonable best efforts to inform federal, state, and local elected officials of their support for the Projects, as part of BOEM's National Environmental Policy Act and Section 106 and Section 110(f) reviews and applicable Massachusetts state and local permit and approval reviews, including where applicable Nantucket Conservation Commission reviews.
- 5.4. The Nantucket Parties agree that Vineyard Wind's commitments pursuant to Sections 4.3 and 4.4 herein are sufficient to minimize and/or mitigate the potential visual impacts of the Projects for Section 106 and Section 110(f) purposes and further agree to so inform BOEM, the National Park Service, and the Massachusetts Historical Commission of such agreement.
- 5.5. If the Nantucket Parties decline to fulfill their obligations under this Section 5 related to one or more Projects, Vineyard Wind shall have no further obligations under Section 4.1 to contribute funding to the Fund with respect to those Projects. Likewise, if Vineyard Wind declines to fulfill its obligations for one or more projects, the Nantucket Parties shall have no further obligations with respect to those Projects.

## **6. Parties' Mutual Obligations**

- 6.1. The Parties agree to communicate with one another on a regular basis on community relations and potential opportunities to advance the Parties' mutual interests.
- 6.2. The Parties agree to collaborate on sourcing additional support for the Fund.

**7. Term and Termination.** The term ("Term") of this Agreement shall commence on the Effective Date and terminate the earlier of 15 years from the Effective Date or the date upon which Vineyard Wind reaches Financial Close for its last and final Future Project to be constructed in its OCS-A 0501 or OCS-A 0522 lease areas.

**8. Representations and Warranties.** Each Party represents and warrants to the other Party that:

- (i) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable laws;

(ii) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(iii) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable laws have executed and are authorized to execute this Agreement in accordance with such laws;

(iv) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing; and

(v) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

## **9. Confidentiality.**

9.1. To the extent permitted by law, the Parties acknowledge that any oral or written information exchanged between the Parties in connection with the preparation of this Agreement is regarded as confidential information, provided that the foregoing shall not apply to any such information that: (a) was generally available to the public at the time of disclosure or subsequently became generally available to the public through no act or omission attributable to the receiving Party; (b) was rightfully in the possession of the receiving Party, without an obligation of confidentiality to the disclosing Party, prior to disclosure or prior to the date of this Agreement; (c) is hereafter received by the receiving Party from a third party which is not and was not bound by confidentiality obligations to the disclosing Party; or (d) is subject to disclosure pursuant to applicable state or federal law, government regulation or order, or by the requirements of any securities exchange, or is requested to be disclosed by a governmental authority or agency or court or any self-regulatory organization (including, without limitation, any stock exchange authority), provided the receiving Party gives the disclosing Party reasonable prior notice of such requirement and affords such Party the opportunity to seek a protective order or other appropriate means to safeguard the confidentiality of such information.

9.2. Notwithstanding the foregoing, the receiving Party may disclose any oral or written information exchanged between the Parties in connection with the preparation of this Agreement to its financial, accounting or legal advisers, and to its and its affiliates' owners, members, directors, officers, employees, independent contractors, counsel, and agents, as well as existing or potential debt or equity financing parties, provided in each case that such entity or individual is under a legally binding contractual or professional ethical obligation to maintain the confidentiality and restrict its use of such information consistent with the obligations of the receiving Party under this Section 9 and provided further that the receiving Party shall be liable for any disclosure or use of such information inconsistent with its obligations hereunder.

- 10. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except by a written instrument signed by each of the Parties.
- 11. Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement, and the other provisions hereof shall remain effective and enforceable to the greatest extent permitted by law.
- 12. Joint Work Product.** This Agreement shall be considered the joint work product of the Parties hereto and shall not be construed against either Party by reason thereof.
- 13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective affiliates, successors and permitted transferees and assigns.
- 14. Assignment.** No Party may assign, delegate or otherwise transfer or dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Parties.
- 15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding, to the maximum extent permitted by law, any provisions and principles thereof that would otherwise require the application of the laws of another jurisdiction.
- 16. Waivers.** The Parties recognize that the development of offshore wind power projects are subject to many risks and uncertainties, that there is no assurance that the Projects will obtain permits and approvals necessary for development and construction or receive necessary financing, and that Vineyard Wind may abandon a Project at any time, at its sole discretion. In no event will any Party or its affiliates be liable to the other Party or its affiliates for (i) any claim based on a failure to obtain a lease or a failure to receive financing, utility agreements or other approvals, or decision to abandon a Project, (ii) any claim based on a failure of an assignment to be approved or realized, or (iii) special, incidental, consequential or punitive damages, whether or not foreseeable.
- 17. WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF, INCLUDING THE REPUDIATION OF THIS AGREEMENT. EACH PARTY AGREES TO NON-BINDING MEDIATION PRIOR TO LITIGATION.

- 18. Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be delivered to the addresses set forth on the signature page to this Agreement. Such notice and other communications shall be deemed properly served (i) if delivered by hand, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. In each case, a copy of such notice or other communication shall be sent by email to the intended recipient at the address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Agreement by giving notice thereof in the manner required herein.
- 19. Further Assurances.** Each Party agrees to perform all further acts, and to execute, acknowledge and deliver any documents, which may be reasonably requested by any of the other Parties to carry out the provisions of this Agreement.
- 20. Titles and Headings.** The titles and headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 21. Counterparts; Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement. This Agreement, once executed by each Party, may be delivered by such Party by facsimile or similar electronic means of transmission pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of a Party, the other Party will confirm facsimile or scanned image signatures by signing an original instrument and submitting it to the requesting Party.
- 22. Payments.** All payments made in accordance with this Agreement shall be made in immediately available U.S. Dollars by wire or electronic fund transfer to a dedicated escrow account of legal counsel to the Town, Cultural Heritage Partners, PLLC, from which that firm will convey payments to the Community Foundation for Nantucket or other foundation agreed to by the Parties for the Nantucket Offshore Wind Community Fund.
- 23. No Partnership.** The relationship between the Parties shall not be that of partners, agents, or joint ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including tax purposes.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**VINEYARD WIND LLC**

**TOWN AND COUNTY OF NANTUCKET**

\_\_\_\_\_  
Name: Lars Thanning Pedersen  
Title: CEO

\_\_\_\_\_  
Name: Dawn Hill Holdgate  
Title: Chair, Nantucket Select Board

Address for Notices:

Address for Notices:

700 Pleasant Street, Suite 510  
New Bedford, MA 02740

16 Broad Street  
Nantucket, MA 02554

E-mail: [lpedersen@vineyardwind.com](mailto:lpedersen@vineyardwind.com)

E-mail: [dhillholdgate@nantucket-ma.gov](mailto:dhillholdgate@nantucket-ma.gov)

**NANTUCKET PRESERVATION TRUST**

**MARIA MITCHELL ASSOCIATION**

\_\_\_\_\_  
Name: Mary Bergman  
Title: Executive Director

\_\_\_\_\_  
Name: Jason Bridges  
Title: Executive Director

Address for Notices:

Address for Notices:

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