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EXECUTION VERSION

Agreement No. 231327

**OFFSHORE WIND RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE AGREEMENT**

BY AND BETWEEN

THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

AND

SUNRISE WIND LLC

Dated: May 31, 2024

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ARTICLE XX PUBLICITY60

ARTICLE XXI CONFIDENTIALITY60

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This Offshore Wind Renewable Energy Certificate Purchase and Sale Agreement (“Agreement”) is entered into as of May 31, 2024 (the “Effective Date”) by and between the New York State Energy Research and Development Authority (“NYSERDA”), a public benefit corporation, having a principal business address of 17 Columbia Circle, Albany, New York 12203, and Sunrise Wind LLC (“Seller”), a Delaware limited liability company, having a principal business address of 437 Madison Avenue, Suite 1903, New York, NY 10022. NYSEDA and Seller are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

WHEREAS, the New York State Public Service Commission (“PSC”) through its “Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement”¹ (“Phase 1 Order”) established, as part of its Clean Energy Standard,² an Offshore Wind Standard with a goal of having 2,400 megawatts (“MW”) of offshore wind facilities operational and delivering energy to New York State by 2030; and

WHEREAS, in 2019 the New York State Legislature enacted the Climate Leadership and Community Protection Act, which directed the achievement of 9 Gigawatts of offshore wind delivered into New York State by the year 2035; and

WHEREAS, on April 23, 2020 the PSC issued an order (“2020 Offshore Wind Order”)³ that approved certain modifications to the manner in which NYSEDA, as the central procurement administrator, conducts solicitations for the procurement of the renewable energy certificates representing the attributes associated with the generation of electric energy by offshore wind facilities (hereinafter defined in Article I as “ORECs”); and

WHEREAS, on October 15, 2020 the PSC issued an order (“CES Modification Order”)⁴ that directed and authorized NYSEDA to issue solicitations for the procurement of ORECs on an ongoing basis; and

WHEREAS, on January 20, 2022 the PSC issued an order (“Power Grid Study Order”)⁵ that directed NYSEDA to incorporate certain new requirements and criteria into its OREC procurements and contracts; and

WHEREAS, NYSEDA has conducted a competitive solicitation in the form of ORECRFP23-1 to procure ORECs; and

WHEREAS, Seller has participated in ORECRFP23-1 and has been selected by NYSEDA for an award with respect to the Sunrise Wind Project (hereinafter defined in Article I as the “Selected Project”); and

WHEREAS, the Parties entered into that certain Conditional Termination Agreement dated as of January 25, 2024, whereby Seller agreed to increase the contract security held by NYSEDA

¹ See Case 18-E-0071, In the Matter of Offshore Wind Energy, issued and effective July 12, 2018.

² See Case 15-E-0302, et al., Large-Scale Renewable Program and Clean Energy Standard, Order Adopting a Clean Energy Standard issued and effective August 1, 2016.

³ See Case 18-E-0071, In the Matter of Offshore Wind Energy, Order Authorizing Offshore Wind Solicitation in 2020, issued and effective April 23, 2020; Order on Power Grid Study Recommendations issued on January 20, 2022.

⁴ See Case 15-E-0302, et al., Order Adopting Modifications to the Clean Energy Standard (issued October 15, 2020).

⁵ See Case 18-E-0071, et al., Order on Power Grid Study Recommendations (issued January 20, 2022).

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pursuant to this Agreement in an amount equal to the contract security currently held by NYSERDA pursuant to the terminated Offshore Wind Renewable Energy Certificate Purchase and Sale Agreement dated as of October 23, 2019 (the "Terminated PSA") by and between the Parties; and

WHEREAS, Seller agrees to sell to NYSERDA, and NYSERDA agrees to purchase from Seller, the ORECs associated with the energy production of the Selected Project during the Contract Delivery Term, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, this Agreement has been entered into by the Parties to define, among other things, their rights and obligations concerning the ORECs associated with the generation of electric energy by the Selected Project, the delivery by Seller of ORECs to NYSERDA, and payments by NYSERDA to Seller during the term of this Agreement.

Article I

Definitions

The terms defined in the recitals, the preamble, this Article I or any other Articles of this Agreement, whenever used in this Agreement (including in any Exhibit hereto), shall have the respective meanings indicated in such provision for all purposes of this Agreement (each such meaning to be equally applicable to the singular and the plural forms of the respective terms so defined). All references herein to a Section, Article or Exhibit are to a Section, Article or Exhibit of or to this Agreement, unless otherwise indicated. The headings of Articles, Sections and subsections are for convenience only and shall be ignored in construing this Agreement. The words "hereby", "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole (including any Exhibit) and not merely to the specific section, paragraph or clause in which such word appears unless so specified. The words "include", "includes", and "including" shall be deemed, in every instance, to be followed by the phrase "without limitation." Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to "dollars" and "\$" shall be deemed references to the lawful money of the United States of America. Unless expressly stated otherwise, references to a person include its successors and permitted assigns and, in the case of a governmental entity, any person succeeding to its functions and capacities. As used in this Agreement, references to "days" shall mean calendar days, unless the term "Business Days" or "business days" is used. If the time for performing a payment or notice obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

Acceptable Guaranty: An unconditional, irrevocable, direct-pay guaranty (a) in the form of Exhibit G duly executed by an Acceptable Guarantor; and (b) as to which NYSERDA has received (i) such financial statements in respect of such Acceptable Guarantor as it has reasonably requested, (ii) customary legal opinions with respect to capacity, authority and enforceability of such guaranty and as to such other matters as reasonably requested by NYSERDA, and (iii) corporate documents, resolutions, copies of any necessary consents and approvals and customary certificates by and in respect of such Acceptable Guarantor as may be reasonably requested by NYSERDA.

Acceptable Guarantor: A corporation, business trust, partnership, limited liability company or other

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legal entity that has outstanding senior unguaranteed and unsecured long-term debt that is rated at least “BBB” by S&P or “Baa2” by Moody’s.

Actual Production: The amount of electric energy production in MWh generated by the Selected Project during any Contract Year.

Affiliate: Each Person that directly or indirectly controls, is controlled by, or is under common control with, such designated Person, with “control” meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities (if applicable) or by contract or otherwise. The Affiliates of Seller shall not include (a) the Danish government or any member or instrumentality thereof, or (b) any Persons controlled by the Danish government or any member or instrumentality thereof other than Ørsted A/S and the Persons that it directly or indirectly controls.

Annual Operating Report: An operating report submitted by Seller to NYSERDA on an annual basis, in a form substantially similar to Exhibit S to this Agreement, that includes information depicting the performance of the Selected Project for the reporting year, major operations and maintenance activities performed and planned, planned or unplanned outages, curtailment directives, or dispatch issues.

Annual OREC Cap: An amount of ORECs equal to the product of 1.10 and the P10 Annual OREC Exceedance. The Annual OREC Cap under this Agreement shall be 4,527,324 ORECs unless and until the P10 Annual OREC Exceedance is adjusted by Seller in accordance with Section 2.01(e). Seller will retain ownership and all rights to ORECs that exceed the Annual OREC Cap.

Applicable Law: All applicable provisions of all constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, and codes and any order, writ, injunction, decree, judgment, award, permit, approval, authorization, decision or determination of any court of jurisdiction or any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or instrumentality, including the NYISO tariffs.

Applicable OREC Price: The methodology for determining the Monthly OREC Price as set out in Section 4.01 of this Agreement.

Applicable Zone: The NYISO load zone that includes the Delivery Point included in Exhibit H to this Agreement. The Applicable Zone for purposes of this Agreement shall be Zone K. In the event that Seller elects to change the Delivery Point to one that is located in a different NYISO load zone, Seller may elect to retain the Applicable Zone stated above, or the Parties may mutually agree to modify the Applicable Zone stated above; provided, however that in no circumstance will NYSERDA modify the Agreement in a manner that would increase its expected net levelized cost of procuring ORECs under this Agreement.

Bid Submission Date: The date on which Proposals were due to be submitted under ORECRFP23-1, which was January 25, 2024.

BOEM: The Bureau of Ocean Energy Management within the U.S. Department of the Interior.

Business Day: Means any day except a Saturday, Sunday or a New York State or NERC recognized holiday.

Capacity Accreditation Factor: The Capacity Accreditation Factor established by NYISO in accordance with applicable NYISO tariffs.

Capacity Accreditation Resource Class: The Capacity Accreditation Resource Class established by NYISO in accordance with applicable NYISO tariffs.

Change of Control: Any transfer, sale, assignment, pledge, or other disposition of shares of or equity interests in Seller having the result (directly or indirectly and either immediately or after giving effect to the exercise of any options that have vested) of changing the entity or entities which possess the power (directly or indirectly and either immediately or after giving effect to the exercise of any options that have vested) to direct or cause the direction of the management or policies of Seller (from the entity or entities possessing such power as to Seller as of the Effective Date), whether such change is voluntary or involuntary on the part of Seller; provided, however, that a Change of Control with respect to Seller shall not include any transfer, sale assignment, pledge or other disposition if: (a) such transfer, sale, assignment, pledge or other disposition is in connection with a financing of the Selected Project, or is the result of the exercise of remedies by financing parties providing a financing; (b) such transfer, sale, assignment, pledge or disposition is pursuant to a tax equity financing of the Selected Project, or is the result of the exercise of remedies by a tax equity investor upon a default under such tax equity financing documents; or (c) following such transfer, sale assignment, pledge or other disposition, the management and policies of Seller continue to be directly or indirectly controlled solely by an entity or entities that possessed such power as to Seller as of the Effective Date.

Clean Electrolytic Hydrogen: Hydrogen produced from water through electrolysis, utilizing renewable electricity to electrochemically split water into hydrogen and oxygen.

Commercial Operation: A state of operational readiness under which (i) any portion of the Selected Project has been mechanically constructed and interconnected, (ii) any portion of the Selected Project is available to physically produce and deliver electric energy to the Delivery Point and generate associated ORECs, and (iii) all rights, abilities, permits and approvals to schedule and deliver energy to the Delivery Point have been obtained.

Construction and Operations Plan (COP): The Construction and Operations Plan required to be submitted to BOEM.

Consulting State Agency: The New York State Department of State, the New York State Department of Environmental Conservation, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Office of General Services, and NYSERDA, and any other state agency that NYSERDA directs Seller to include.

Contingent Award Notification Date: The date on which NYSERDA notified Seller that it had been selected for an award contingent on the negotiation of this Agreement. For purposes of this Agreement, the Contingent Award Notification Date was February 28, 2024.

Contract Delivery Term: A period that shall commence on the first day of the month after any portion of the Selected Project commences Commercial Operation and end at the earlier of (i) the date upon which the Contract Tenor has elapsed, or (ii) the Outer Limit Date. If less than twenty-five percent (25%) of the Selected Project has commenced Commercial Operation (as determined on an installed capacity basis as compared to the Offer Capacity), Seller may elect to delay the commencement of the Contract Delivery Term for a period not to exceed one (1) year after any portion of the Selected Project

has achieved Commercial Operation.

Seller must make such election in writing in conformance with the requirements of Article XIX of this Agreement.

Contract Security: All amounts provided to NYSERDA, in the form of cash, Letter of Credit, or an Acceptable Guaranty, as determined in Article XV of this Agreement.

Contract Tenor: The maximum duration of the Contract Delivery Term. The Contract Tenor under this Agreement shall be twenty five (25) Contract Years; provided that, once the Contract Delivery Term has begun, if a Force Majeure causes the cessation of production or delivery of at least fifty percent (50%) of the Operational Installed Capacity, the Contract Tenor for such portion of the Selected Project affected by such Force Majeure shall be extended on a day-for-day basis for the duration of such cessation of production or delivery.

Contract Year: A twelve (12) month period commencing with the beginning of the Contract Delivery Term and each anniversary thereof within the Contract Delivery Term. As used in this Agreement, the phrase "Contract Year" followed by a number shall refer to a discrete Contract Year within the Contract Delivery Term such that "Contract Year 1" refers to the first twelve (12) month period commencing with the beginning of the Contract Delivery Term, "Contract Year 2" refers to the second such twelve (12) month period, and so on.

COP Approval: BOEM's approval of the Selected Project's Construction and Operations Plan.

Delivery Point: For Selected Projects that inject energy directly into the NYCA, the generator bus or location where (a) the administrator of the wholesale power market, or (b) the operator of the transmission/distribution utility, public authority or municipal electric company, measures, or otherwise determines, energy production from the Selected Project. For Selected Projects that inject energy outside of the NYCA, the generator bus or location where the NYISO measures energy delivery from the Selected Project into the NYCA.

Disadvantaged Communities: The term "Disadvantaged Communities" shall have the meaning established by the New York Climate Leadership and Community Protection Act in § 75-0101(5) of the New York Environmental Conservation Law.

Disadvantaged Community Commitment: Specific, quantifiable commitments to providing benefits to Disadvantaged Communities as specified in Section 6.05 of this Agreement regardless of whether such investment or expenditures were made by Seller, an Affiliate, or a third party.

DOS: New York State Department of State.

Economic Benefits: Financial expenditures benefitting New York State (for this purpose, expenditures for iron and steel manufactured in the United States shall be deemed to benefit New York State even if incurred outside of New York State), as specified in Exhibit I, that Seller can demonstrate accrued after the Economic Benefits Start Date.

Economic Benefits Claim: An expenditure or set of expenditures described in a single row of Part V of the Offer Data Form and associated with a specific EB1 ID.

Economic Benefits Reports: Confidential reports submitted by Seller to NYSERDA in accordance

with Section 12.01 and Exhibit I of this Agreement.

Economic Benefits Start Date: May 15, 2019.

Economic Benefits Shortfall: Means either an Expected Near-Term Dollars Shortfall, Economic Benefits Subcategory Shortfall, or Other Economic Benefits Shortfall.

Economic Benefits Subcategory Shortfall: Means either an Expected Labor Dollars Shortfall, Expected U.S. Iron and Steel Dollars Shortfall, or Expected MWBE and SDVOB Dollars Shortfall.

Environmental Attributes: All environmental characteristics, claims, credits, benefits, emissions reductions, offsets, allowances, and allocations, however characterized, denominated, measured or entitled, attributable to the generation of Actual Production by the Selected Project, including but not limited to: (i) any direct emissions or any avoided emissions of pollutants to the air, soil or water including but not limited to sulfur oxides (“SOx”), nitrogen oxides (“NOx”), carbon monoxide (“CO”), particulate matter and other pollutants; (ii) any direct or avoided emissions of carbon dioxide (“CO2”), methane (“CH4”) and other greenhouse gases that have been or may be determined by the United Nations Intergovernmental Panel on Climate Change to contribute to altering the Earth’s climate by trapping heat in the atmosphere; (iii) all set-aside allowances and/or allocations from emissions trading programs made unnecessary for compliance in such program as a result of performance under this Agreement, including but not limited to allocations available under 6 NYCRR §§ 204, 237 and 238; and (iv) all credits, certificates, registrations, recordations, or other memorializations of whatever type or sort, representing any of the above; provided, however, that Environmental Attributes shall not include: (a) any federal production tax credits; (b) any state or federal investment tax credits or other tax credits associated with the construction or ownership of the Selected Project; (c) any depreciation deductions under Applicable Laws (including any bonus or accelerated depreciation); or (d) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Selected Project or the output thereof, in each case whether arising before or after the Effective Date.

ESD: Empire State Development.

Expected Labor Dollars: The Expected Total Dollars associated with labor expenditures described in Section II.a of Exhibit I. The amount of Expected Labor Dollars under this Agreement is Two Hundred Seventy-Nine Million Four Hundred Forty-Three Thousand Two Hundred Dollars (\$279,443,200).

Expected Labor Dollars Shortfall: The amount by which the Verified Labor Dollars is less than the product of 0.85 and the Expected Labor Dollars.

Expected MWBE and SDVOB Dollars: The Expected Total Dollars expected to accrue specifically to MWBEs and SDVOBs. The amount of Expected MWBE and SDVOB Dollars under this Agreement is Seventeen Million Two Hundred Twenty Thousand Dollars (\$17,220,000).

Expected MWBE and SDVOB Dollars Shortfall: The amount by which the Verified MWBE and SDVOB Dollars is less than the product of 0.85 and the Expected MWBE and SDVOB Dollars.

Expected Near-Term Dollars: The total amount, in nominal dollars, of Economic Benefits (as described in Exhibit I) expected to accrue to New York State as a result of the development, construction, installation, modification, interconnection, operation and maintenance of the Selected Project during

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the Near-Term Period. The amount of Expected Near-Term Dollars under this Agreement is Six Hundred Twenty-Six Million Two Hundred Thirty-Eight Thousand Four Hundred Dollars (\$626,238,400).

Expected Near-Term Dollars Shortfall: The amount by which the Verified Near-Term Dollars is less than the product of 0.85 and the Expected Near-Term Dollars.

Expected Total Dollars: The total amount, in nominal dollars, of Economic Benefits (as described in Exhibit I) expected to accrue to New York State as a result of the development, construction, installation, modification, interconnection, operation and maintenance of the Selected Project from the Economic Benefits Start Date through the end of the first three (3) Contract Years. The amount of Expected Total Dollars under this Agreement is Eight Hundred Seventy-Five Million Three Hundred Thirty-Eight Thousand Eight Hundred Dollars (\$875,338,800).

Expected Total Subcategory Dollars: The total amount of Expected Labor Dollars, Expected MWBE and SDVOB Dollars and Expected U.S. Iron and Steel Dollars.

Expected U.S. Iron and Steel Dollars: The Expected Total Dollars associated with expenditures for iron and steel manufactured in the United States. The amount of Expected U.S. Iron and Steel Dollars under this Agreement is Ninety-Five Million Seven Hundred Sixty Thousand Dollars (\$95,760,000).

Expected U.S. Iron and Steel Dollars Shortfall: The amount by which the Verified U.S. Iron and Steel Dollars is less than the Expected U.S. Iron and Steel Dollars.

Forward Certificate Transfer: An automated monthly transfer of ORECs to NYSERDA as described in Section 9.3 of the NYGATS Operating Rules, as such rules may be amended or changed from time to time.

General Terms of Use: The terms of use for the NYGATS, operated and administered by APX, Inc. (or its successor) for NYSERDA.

HVDC: High voltage direct current.

Independent Engineer: A licensed professional engineer with expertise in the development of offshore wind energy projects, reasonably selected by and retained by Seller in order to determine the Operational Installed Capacity of the Selected Project as provided in Section 2.01(c) of this Agreement.

Independent System Operator/Transmission Owner Agreement (“ISO/TO Agreement”): The agreement, which includes Appendices A-1 and A-2, that establishes the terms and conditions under which the transmission owners transferred to the ISO Operational Control (as defined in the ISO/TO Agreement) over designated transmission facilities.

Index OREC Price: An adjustable price in dollars per OREC that nets a fixed, as-offered strike price monthly against a reference price expressed in a market index as determined pursuant to Section 4.03 of this Agreement.

Index OREC Strike Price: The fixed strike price set forth in Section 4.03(a)(i) of this Agreement.

Interconnection Cost Allocation: The total costs actually allocated to and borne by the Selected Project

(either directly or through reimbursement to a transmission owner or other party) pursuant to the Selected Project's Class Year Interconnection Facilities Study, interconnection agreement and/or other relevant agreement(s) (such as an engineering, procurement and construction contract) with NYISO or any relevant transmission owner, including any allocated costs of Connecting Transmission Owner's Attachment Facilities, Distribution Upgrades, System Upgrade Facilities and/or System Deliverability Upgrades; provided that any costs (i) attributable to Developer's Attachment Facilities or (ii) of operation, maintenance or other ongoing compliance requirements shall not be included in the Interconnection Cost Allocation.

Terms capitalized but not defined in this definition shall have the meanings assigned to them by applicable NYISO tariffs.

Interconnection Cost Allocation Baseline: The estimated amount of Interconnection Cost Allocation established for the Selected Project in ORECRFP23-1. The Interconnection Cost Allocation Baseline under this Agreement is [REDACTED]

Interconnection Net Savings: The amount, if positive, resulting from the following equation: (i) Interconnection Cost Allocation Baseline *minus* (ii) Interconnection Cost Allocation *minus* (iii) only if the Selected Project has switched its Delivery Point from that set forth in Exhibit H to this Agreement, any additional costs incurred as a result of such change and any reasonably-incurred development costs (e.g., NYISO interconnection study fees) spent with respect to the Delivery Point set forth in Exhibit H to this Agreement.

Interconnection Price Reduction: The reduction in dollars per OREC to the Index OREC Strike Price (as applicable) as calculated pursuant to Section 5.04(c) of this Agreement.

Internal Revenue Code: The Internal Revenue Code of 1986, as may be amended from time to time.

Major Supplier: Any supplier to the Seller of goods and/or services with an anticipated aggregate contract value of at least \$1,000,000; provided, however, for reporting of information or activities that are not related to New York State, "Major Supplier" shall mean any supplier to the Seller of goods and/or services with an anticipated aggregate contract value of at least \$5,000,000.

Maximum Project Capacity: The product of the Offer Capacity and 1.10. The Maximum Project Capacity for the Selected Project is 924 MW.

Monitoring Plan has the meaning given in Section 12.10.

Monthly OREC Price: A price in dollars per OREC for each month of the Contract Delivery Term. The Monthly OREC Price shall be calculated pursuant to Section 4.03 of this Agreement.

MWBE: Minority- and/or Women-Owned Businesses Enterprises as such terms are defined under New York State Executive Law Article 15-A.

Near-Term Economic Benefits Report: As defined in Section 12.01(a).

Near-Term Period: January 1, 2024 through December 31, 2026.

NEPA: The National Environmental Policy Act of 1970.

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New York Control Area (NYCA): The geographic bounds of the electricity system that is under the control of the NYISO, which includes transmission facilities listed in the ISO/TO Agreement Appendices A-1 and A-2, as may be amended from time to time.

New York Generation Attribute Tracking System (NYGATS): The tracking system, administered under the auspices of NYSERDA, that records electricity generation attribute information within New York State, and processes generation attribute information from energy imported and consumed within New York State, as a basis for creating generation attribute certificates, including ORECs. NYGATS will create exactly one (1) OREC per MWh of generation attributable to the Selected Project and delivered to the Delivery Point in accordance with the applicable electricity delivery requirement set forth in Article III of this Agreement.

New York State Environmental Disclosure Rules: The program rules adopted by the PSC in Case 94-E-0952, Opinion No. 98-19, Opinion and Order Adopting Environmental Disclosure Requirements and Establishing a Tracking Mechanism, (issued December 15, 1998) Appendix pp. 2-3, as amended from time to time.

New York Offshore Wind Supply Chain Database: the database maintained by NYSERDA listing companies with capabilities to serve the offshore wind industry.

North American Electric Reliability Corporation (NERC): The Electric Reliability Organization for North America certified by the Federal Energy Regulatory Commission to establish and enforce reliability standards for the bulk power system or any successor in that capacity.

NYGATS Operating Rules: The operating rules, the General Terms of Use, and other guidelines published by NYGATS and as amended from time to time.

NYDPS: New York State Department of Public Service.

NYISO: The New York Independent System Operator, Inc. is the administrator of the wholesale power markets in New York and manages the physical electrical operations of the New York Control Area or any successor in that capacity.

NYISO Capacity Market: Collectively, the wholesale markets for capacity administered by NYISO.

NYISO Energy Market: Collectively, the wholesale markets for electric energy administered by NYISO.

NYSDEC: New York State Department of Environmental Conservation.

NYSERDA NYGATS Account: The NYGATS account established by NYSERDA into which Seller shall Transfer ORECs as performance under this Agreement.

Offer Capacity: The electric generating capacity ascribed to the Selected Project in the Proposal. The Offer Capacity under this Agreement shall be 840 MW, unless and until reduced by Seller pursuant to Section 15.07(b) of this Agreement.

Offer Data Form: The offer data form submitted with the Proposal and assigned the proposal code SRW-840-K-2.

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Offshore Wind Renewable Energy Certificate (OREC): The electronic record of generation data created by NYGATS and representing all of the attributes including the Environmental Attributes of one MWh of electricity generation from the Selected Project.

Offshore Wind Standard: The program of OREC procurements and purchase obligations established by the PSC in Case 18-E-0071, as modified and amended from time to time.

OGS: New York State Office of General Services.

Operational Installed Capacity: The gross generating capacity, in MW, of the Selected Project that has achieved Commercial Operation and for which an Independent Engineer's report has been submitted to NYSERDA pursuant to Section 2.01(c) of this Agreement.

OPRHP: New York State Office of Parks, Recreation and Historic Preservation.

Other Economic Benefits Shortfall: The amount by which the Verified Total Dollars, other than Verified Total Subcategory Dollars, of Economic Benefits is less than the product of 0.85 and the Expected Total Dollars other than Expected Total Subcategory Dollars. For the avoidance of doubt, any Verified Labor Dollars in excess of Expected Labor Dollars, any Verified MWBE and SDVOB Dollars in excess of Expected MWBE and SDVOB Dollars and/or any Verified U.S. Iron and Steel Dollars in excess of Expected U.S. Iron and Steel Dollars, as the case may be and without duplication, shall be included in Verified Total Dollars for all purposes, including the calculation of any Other Economic Benefits Shortfall.

Outer Limit Date: A backstop date upon which the Contract Delivery Term ends, regardless of whether the Contract Tenor has elapsed. The Outer Limit Date is January 1, 2058, subject to any extension applicable under Section 5.06(c) and/or 18.12.

Permitted Transferee: Any Person who: (a) has, or whose parent entity has, (i) creditworthiness equal to or higher than that of Seller, as determined by NYSERDA in its reasonable discretion applying its credit standards and policies consistently or (ii) creditworthiness equal to or higher than that level of creditworthiness required by NYSERDA's then-current credit standards and policies; (b) together with its Affiliates, has at least two (2) years of experience in the operation of or development of contractually-committed capacity of at least two hundred (200) MWs of offshore wind projects of similar technology to the Selected Project, or has retained third-party contractors who, individually or collectively, have such experience with respect to such technology; and (c) as of the date of such assignment, has not been a party adverse to NYSERDA in litigation or regulatory proceedings within the preceding five (5) years and is not currently a party adverse to NYSERDA in any pending litigation, arbitration, administrative, regulatory, or formal dispute resolution proceeding (in each case other than ordinary course and routine filings and proceedings).

Person: means a natural person, corporation, electric cooperative, partnership, trust, association, joint venture, real estate investment trust or business trust (including any beneficiary thereof), unincorporated association, municipal corporation, municipally-owned utility, municipality or other governmental authority, and any other form of business or legal entity.

Prevailing Wage: As described in Section 18.10 of this Agreement.

Project Labor Agreement or PLA: As described in Section 18.11 of this Agreement, a collective

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bargaining agreement (including a pre-hire agreement) covering Seller, contractors in the construction industry working on the Selected Project, and a bona fide building and construction trade labor organization representing craft workers on the Selected Project.

Proposal: Documents submitted by Seller in response to ORECRFP23-1 with respect to the Selected Project, described as SRW-840-K-2.

P10 Annual OREC Exceedance: An amount of electrical energy (in MWh), such that the estimated probability in any given year that generation from the Selected Project delivered to the Delivery Point would exceed that amount is ten (10) percent. As of the Effective Date, the P10 Annual OREC Exceedance for the Selected Project is 4,115,749 MWh and may be updated as provided in Section 2.01(e) of this Agreement.

P50 Annual OREC Exceedance: An amount of electrical energy (in MWh), such that the estimated probability in any given year that generation from the Selected Project delivered to the Delivery Point would exceed that amount is fifty (50) percent. As of the Effective Date, the P50 Annual OREC Exceedance for the Selected Project is [REDACTED] and may be updated as provided in Section 2.01(e) of this Agreement.

Qualifying Federal Support: Any direct federal financial support to the Selected Project in the form of Renewable Tax Benefits or direct financial benefits expressly intended to incentivize (i) the development and operation of (x) energy infrastructure (including electrical transmission, storage and/or generation and/or the production of fuels from electrical energy) and/or (y) facilities that manufacture equipment or components used for such purposes, and (ii) which either (a) arises from a law enacted by the U.S. Congress after the Bid Submission Date or (b) arises from Section 45(b)(9) (or its successor at Section 45Y(g)(11)), Section 45(b)(11) (or its successor at Section 45Y(g)(7)), Section 48(a)(12) (or its successor at Section 48E(a)(3)(B)) or Section 48(a)(14) (or its successor at Section 48E(a)(3)(A)) of the Internal Revenue Code in existence on the Bid Submission Date. Notwithstanding the foregoing, any support arising solely from Section 45(b)(11) or Section 48(a)(14) (or their successors as identified above) of the Internal Revenue Code as in existence on the Bid Submission Date shall not be considered Qualifying Federal Support to the extent such support is (I) obtained in reliance, in all material respects, on meeting conditions that were sufficient for qualification under the applicable Internal Revenue Code section pursuant to official IRS guidance issued prior to the Bid Submission Date and (II) not obtained as a result of material reconfigurations of the Selected Project such as a change in the Selected Project's point of interconnection. Qualifying Federal Support shall not include ordinary course tax deductions, federal loans, federal loan guarantees, or federal research and development grants that are awarded competitively.

Qualifying Federal Support Amount (QFS Amount): The total economic value realized by the Seller or any of its Affiliates from the Qualifying Federal Support or the monetization thereof. Subject to the foregoing, the QFS Amount shall include, without limitation or duplication: (i) any reduction in tax liability realized by Seller or its Affiliates in connection with the Qualifying Federal Support; (ii) any amounts received directly from the U.S. government in connection with the Qualifying Federal Support, (iii) any excess economic value realized by the Seller or its Affiliates in any tax equity financing or other transaction the primary purpose of which is for a party to realize the value of Qualifying Federal Support and in which the Qualifying Federal Support is exchanged for economic value (relative to a scenario with no Qualifying Federal Support) and includes without limitation any leasing transaction (including a sale-leaseback, inverted lease or the like) that has the result of the foregoing; and (iv) any reduction in procurement, equipment supply, or other direct costs related to

the Selected Project and realized by the Seller or its Affiliates as a result of the Qualifying Federal Support.

Qualifying Federal Support Price Reduction (QFS Price Reduction): The reduction in dollars per OREC to the Index OREC Strike Price (as applicable) as calculated pursuant to Section 5.07 of this Agreement.

Reference Capacity Price: An index of NYISO Capacity Market prices for the Applicable Zone calculated as set forth in Section 4.03 of this Agreement.

Reference Energy Price: An index of NYISO Energy Market prices for the Applicable Zone calculated as set forth in Section 4.03 of this Agreement.

Renewable Tax Benefits: means (i) any investment tax credits under Section 48 (or its successor found at Section 48E) of the Internal Revenue Code, as amended from time to time, (ii) any production tax credits under Section 45 (or its successor found at Section 45Y) of the Internal Revenue Code, as amended from time to time, (iii) any other federal production tax credits, depreciation deductions or other tax credits that are intended to provide a specific tax benefit (A) to an owner of, operator of, or security interest holder in a project or facility that is producing or storing electricity, and (B) would not otherwise be available to such person for tax purposes but for the development and operation of the project or facility or production or storage of electricity, (iv) any direct payments or grants that are in lieu of or in addition to the any of the incentives or assistance described in (i), (ii) and (iii), above, and (v) cash grants, cash payments and other financial incentives from the federal government available to the owner of, operator of, or security interest holder in, a project or facility that is producing or storing electricity.

SDVOB: Service-Disabled Veteran Owned Businesses as defined under the Service-Disabled Veteran Owned Business Act of New York State.

Selected Project: The offshore wind generation facility and associated infrastructure selected for award by NYSERDA in ORECRFP23-1 and as described in Exhibit H to this Agreement.

Supply Chain Investment: Any investment in, or purchase of goods or services from, an offshore wind port or other offshore wind supply chain facility (including facilities that provide training or workforce development, conduct scientific research and/or conduct environmental conservation activities) located in New York State that is either a new (greenfield) facility or requires significant upgrades to an existing facility to accommodate the contemplated usage regardless of whether such investment or expenditures were made by Seller, an Affiliate, or a third party.

Transfer/Transferred: The delivery of ORECs to the NYSERDA NYGATS Account designated by NYSERDA.

Treasury Regulations: The rules and regulations promulgated by the U.S. Department of Treasury.

Uncompleted Offer Capacity: The amount by which the product of 0.95 and the Offer Capacity exceeds the Operational Installed Capacity.

Unfulfilled Dollar Value: The amount equal to (i) the value of a Supply Chain Investment or Disadvantaged Community Commitment as specified in Section 6.05(a) or Section 6.06(a), as

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applicable, minus (ii) any amounts spent towards fulfilling such Supply Chain Investment or Disadvantaged Community Commitment following the Economic Benefits Start Date.

U.S. Iron and Steel Contractor Certification: A certification signed by the responsible contractor with respect to an iron or steel component substantially in the form attached hereto as Exhibit O.

U.S. Iron and Steel Manufacturer Certification: A certification signed by the manufacturer(s) of an iron or steel component substantially in the form attached hereto as Exhibit O.

Verified Labor Dollars: The Verified Total Dollars associated with labor expenditures described in Section II.a of Exhibit I from the Economic Benefits Start Date through the end of the first three (3) Contract Years.

Verified MWBE and SDVOB Dollars: The Verified Total Dollars that accrue specifically to certified MWBEs and certified SDVOBs from the Economic Benefits Start Date through the end of the first three (3) Contract Years. For the avoidance of doubt, an entity that at the time of the applicable expenditure qualifies as a MWBE or SDVOB as those terms are defined under New York State law as of the Effective Date shall be considered an MWBE or SDVOB for purposes of Verified MWBE and SDVOB Dollars.

Verified Near-Term Dollars: The total dollar amount of Economic Benefits as calculated pursuant to Exhibit I and verified to have accrued to New York as a result of the development, construction, modification, interconnection, and operation of the Selected Project during the Near-Term Period.

Verified Total Dollars: The total dollar amount of Economic Benefits as calculated pursuant to Exhibit I and verified to have accrued to New York as a result of the development, construction, modification, interconnection, and operation of the Selected Project from the Economic Benefits Start Date through the end of the first three (3) Contract Years. For the avoidance of doubt, Verified Total Dollars include Verified Total Subcategory Dollars and Verified Near-Term Dollars.

Verified Total Subcategory Dollars: The total amount of Verified Labor Dollars, Verified MWBE and SDVOB Dollars and Verified U.S. Iron and Steel Dollars.

Verified U.S. Iron and Steel Dollars: The Verified Total Dollars associated with expenditures on procurement of iron and steel manufactured in the United States for the Selected Project from the Economic Benefits Start Date through the date of the commencement of the Contract Delivery Term. Only expenditures substantiated by a U.S. Iron and Steel Manufacturer Certification shall be considered Verified U.S. Iron and Steel Dollars.

Article II

Purchase and Sale of ORECs

Section 2.01. Purchase and Sale Obligations.

- (a) On the terms and subject to the conditions of this Agreement, Seller agrees to sell, assign, convey, deliver and Transfer to NYSERDA, and NYSERDA agrees to purchase from Seller, all right, title and interest in the ORECs produced by the Selected Project during each month of the Contract Delivery Term.

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- (b) For the avoidance of doubt, the only products Seller is selling and NYSERDA is buying under this Agreement are ORECs and all rights, title, and interest associated with those ORECs and the Environmental Attributes of the Actual Production as further described in Section 2.04. Seller is not selling to NYSERDA and NYSERDA is not purchasing any electric energy, capacity, or ancillary services associated with the Selected Project.
- (c) As a condition precedent to NYSERDA's purchase obligation in Section 2.01(a), Seller shall deliver to NYSERDA the report of an Independent Engineer demonstrating that the Operational Installed Capacity of the Selected Project is no greater than the Maximum Project Capacity.
 - (i) If Seller elects to build the Selected Project in phases, Seller may deliver an Independent Engineer's report for each phase; provided that NYSERDA shall purchase ORECs only from those portions of the Selected Project for which the Operational Installed Capacity has been confirmed by an Independent Engineer's report.
 - (ii) If Seller elects to install additional offshore wind facilities within the same leased area as the Selected Project, Seller shall deliver to NYSERDA, in writing, a plan for verifying that the generation and associated ORECs from the Selected Project will be accounted for separately from any generation and ORECs produced by such additional facilities.
- (d) Notwithstanding Section 2.01(a), in no Contract Year shall NYSERDA be obligated under this Agreement to purchase from Seller, nor Seller obligated under this Agreement to sell to NYSERDA, more ORECs than the Annual OREC Cap. Seller shall be free to sell, assign, transfer or otherwise subject to any encumbrance any ORECs produced by the Selected Project in excess of the Annual OREC Cap.
- (e) With NYSERDA's written consent, which shall not be unreasonably withheld, conditioned, or delayed, Seller may, at any time prior to Commercial Operation of the Selected Project, adjust the P10 Annual OREC Exceedance (and, thereby, the Annual OREC Cap) and the P50 Annual OREC Exceedance to reflect changes in the technical or meteorological assumptions upon which the prior estimate was based or changes in the capacity of the Selected Project up to the Maximum Project Capacity.

Section 2.02. NYSERDA's Rights, Title and Interest in ORECs. The right, title, and interest to the ORECs NYSERDA is acquiring under this Agreement shall include perpetual and exclusive rights to such ORECs and the underlying Environmental Attributes of the Actual Production up to the Annual OREC Cap, including but not limited to the exclusive rights to claim or represent, consistent with New York State Environmental Disclosure Rules: (i) that the ORECs are associated with energy generated by the Selected Project; and (ii) that New York State and/or the Offshore Wind Standard is responsible for the environmental benefits, including reductions in emissions and/or other pollution or any other environmental benefit resulting from the generation of the energy associated with the ORECs.

Section 2.03. Transfer. Seller shall register the Selected Project in NYGATS. Transfer shall be a necessary part of Seller performance. Seller shall Transfer ORECs, up to the Annual OREC Cap, to

the NYSERDA NYGATS Account on a monthly basis via a Forward Certificate Transfer. At the time of Transfer by Seller to NYSERDA, the ORECs shall be free and clear of all liens, judgments, encumbrances and restrictions. Seller shall not discontinue its election to utilize a NYGATS Forward Certificate Transfer without prior written permission from NYSERDA.

Section 2.04. Other Attributes. The Parties agree that this Agreement entitles NYSERDA to all Environmental Attributes of the Actual Production up to the energy equivalent (in MWh) of the Annual OREC Cap. Accordingly, Seller shall not sell, transfer, retire or otherwise dispose of any Environmental Attributes associated with the Actual Production during the Contract Delivery Term unless (a) approved by NYSERDA, or (b) if such other Environmental Attributes are associated with the Actual Production produced in excess of the energy equivalent (in MWh) of the Annual OREC Cap. In the event that, because of the Environmental Attributes of the Actual Production, Seller becomes eligible for credits, allowances or other benefits under any emission-trading, emission-recordation, renewable energy, or other greenhouse gas emissions reduction regime other than the Clean Energy Standard and the Offshore Wind Standard (“Credits”), NYSERDA may request that Seller take all commercially reasonable actions necessary to apply for and secure such title to such Credits, to the maximum extent to which the Selected Project is entitled. In the event the incremental costs to Seller of obtaining such Credits exceeds a de minimis administrative cost, Seller shall provide written notice to NYSERDA prior to incurring any such incremental costs, and the Parties shall discuss in good faith reimbursement for such incremental costs. Seller shall provide NYSERDA with evidence of taking such actions. NYSERDA and Seller shall reasonably cooperate to cause title to such Credits to be conveyed to NYSERDA after such title is secured by Seller.

Section 2.05. Assignment of ORECs. NYSERDA shall be free to sell, assign, transfer or otherwise subject to any encumbrance, any of the ORECs NYSERDA acquires under this Agreement, at any time and from time to time to any entity and on such terms and conditions as NYSERDA may desire. Any financial or other consideration received by NYSERDA from any such action shall inure solely to NYSERDA’s benefit, to be applied as determined by NYSERDA as the central procurement administrator of the Offshore Wind Standard program or a successor and shall not affect Seller’s rights or obligations under the terms of this Agreement.

Article III

Electricity Delivery Requirements

Section 3.01. Selected Project Interconnecting in the New York Control Area. The Actual Production associated with the ORECs for the Selected Project must either be (a) delivered into a market administered by the NYISO for end-use in New York State, (b) delivered through a wholesale meter under the control of a utility, public authority or municipal electric company such that it can be measured, and such that consumption within New York State can be tracked and verified by such entity or by the NYISO, or (c) delivered through a dedicated generation meter at the Delivery Point that shall be compliant with the requirements and standards stated in Section 5.3 of the NYGATS Operating Rules, as such rules may be amended or changed from time to time.

Section 3.02. Reserved.

Section 3.03. Bilateral Sales. Nothing in this Agreement shall be read to prohibit bilateral sales by Seller for electric energy, capacity, or ancillary services produced by the Selected Project; provided that electric energy used for any purpose other than delivery to the Delivery Point shall be subject to

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Section 3.04. Electric energy from the Selected Project sold on a bilateral basis will produce ORECs and NYSERDA will purchase such ORECs in accordance with Article II of this Agreement until the Annual OREC Cap is reached, provided that the energy is delivered and sold within the NYCA in accordance with this Article.

Section 3.04. Alternate Uses. Unless otherwise agreed to in writing by NYSERDA, use of the Selected Project's electric energy for any purpose other than delivery to the Delivery Point (for example, to produce Clean Electrolytic Hydrogen) shall be limited to electric energy that is (i) in excess of the amount of energy associated with ORECs sold hereunder up to the Annual OREC Cap or (ii) generated at times during which the delivery of such electrical energy at the Delivery Point is not possible due to curtailment of the Selected Project by the administrator of the local control area. Prior to engaging in any such alternate use, Seller agrees to (i) provide notice to NYSERDA of its intent to do so and (ii) establish specific mechanisms reasonably acceptable to NYSERDA for measuring and allocating electric energy to ensure that the alternate use is associated only with electric energy falling within the two categories referenced in this Section 3.04.

Article IV

Pricing and Payment

Section 4.01. Determination of Applicable OREC Price. The Applicable OREC Price shall be the Index OREC Price, as selected by NYSERDA pursuant to ORECRFP23-1 and as set forth in Section 4.03 of this Agreement.

Section 4.02. Reserved.

Section 4.03. Index OREC Price.

- (a) For each month, the Monthly OREC Price shall equal the Index OREC Strike Price minus the Reference Energy Price minus the Reference Capacity Price; provided that in no case shall the Monthly OREC Price exceed the Index OREC Strike Price.
 - (i) The Index OREC Strike Price, for each month in the respective Contract Years shall be \$146.00/MWh.
 - (ii) Using data published by NYISO for its day-ahead energy market, NYSERDA shall calculate the Reference Energy Price for each month by:
 - (A) identifying the locational-based marginal price ("LBMP") for each hour of the month in the Applicable Zone; and
 - (B) calculating the around the clock simple (not load-weighted) average of each such hourly LBMP during the entire month to determine the Reference Energy Price.
 - (iii) The Reference Capacity Price for each month shall be calculated by NYSERDA using data published by NYISO for its spot market unforced capacity ("UCAP") prices. NYSERDA shall:
 - (A) identify the UCAP price (in dollars per kW-month) for such month in the

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Applicable Zone (“Reference UCAP Price”);

(B) take the product of⁶ (1) the Reference UCAP Price (\$/kW-month), (2) Reserved, (3) the Operational Installed Capacity (MW), (4) a conversion factor of one thousand (1,000) kW/MW and (5) the Capacity Accreditation Factor for the Selected Project’s Capacity Accreditation Resource Class (“CARC”); and

(C) divide the total amount of dollars calculated in (B) by the total amount of ORECs produced from the Selected Project for that month (including any ORECs produced in excess of the Annual OREC Cap) to determine the Reference Capacity Price.

(b) The following formulae depict the calculation of the Monthly OREC Price based on the Index OREC Price in accordance with Section 4.03(a).

$$\text{Monthly OREC Price} = \text{OSP}^{\text{Index}} - \text{REP} - \text{RCP}$$

where:

$\text{OSP}^{\text{Index}}$ = Index OREC Strike Price (\$/MWh)

REP = Reference Energy Price (\$/MWh)

RCP = Reference Capacity Price (\$/MWh)

$$\text{RCP} = \frac{\text{RUP} \times \text{IC} \times 1,000 \times \text{CAF}}{\text{Total ORECs}}$$

where:

RUP = Reference UCAP Price (\$/kW-month)

IC = Installed capacity (ICAP) of the generator (MW)

Total ORECs = Total amount of ORECs produced by the Selected Project in the subject month (MWh)

1,000 = kW to MW conversion factor

CAF = Capacity Accreditation Factor for the Selected Project’s CARC

Section 4.04. Invoices.

(a) Within fifteen (15) days after NYSERDA has received the information for the Selected

⁶ Because the Relative UCAP Production Factor (rUPF) value will be set to 1 for the duration of the contract tenor, no reference to rUPF is needed.

Project necessary to compute a Monthly OREC Price, NYSERDA shall inform Seller of the Monthly OREC Price for that month.

- (b) Seller shall submit monthly invoices for the ORECs Transferred by Seller into the NYSERDA NYGATS Account and associated with the Actual Production delivered to the Delivery Point in each month during the Contract Delivery Term. Invoices shall not be submitted before NYSERDA provides Seller with the Monthly OREC Price for a given month in accordance with Section 4.04(a) of this Agreement; invoices submitted before NYSERDA provides Seller with the Monthly OREC Price for a given month shall not be considered proper invoices for purposes of NYSERDA's Prompt Payment Policy. Invoices shall be submitted electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/> or, if this Selected Project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Portal with Seller's log-in credentials. Invoices shall include a statement of the amount due and payable by NYSERDA to Seller, which amount shall be calculated in accordance with Section 4.05. Invoices must reflect the quantity of ORECs Transferred to the NYSERDA NYGATS Account for that month. NYSERDA may request additional information and data sufficient for NYSERDA to verify compliance with the electricity delivery requirements in Article III and other requirements in this Agreement. With the exception of an invoice submitted in accordance with Article V of this Agreement, NYSERDA shall have no obligation to pay any invoice submitted more than one hundred twenty (120) calendar days after NYSERDA provides Seller with the Monthly OREC Price for a given month for which payment is requested. Invoices submitted by Seller shall be deemed to have been submitted on its initial date of receipt by NYSERDA even if Seller subsequently adjusts such initial invoice (including pursuant to Section 5.01, or to comply with this Section 4.04(b)).

Section 4.05. Payment. The amount payable to Seller with respect to each monthly invoice shall be the product of: (i) the number of ORECs associated with the Actual Production during the month and Transferred to the NYSERDA NYGATS Account in accordance with Section 2.01, and (ii) the Monthly OREC Price for the vintage month of the ORECs Transferred. NYSERDA will not pay for ORECs beyond the Annual OREC Cap for any Contract Year. If, for any month, the amount payable to Seller is a negative amount because the Monthly OREC Price for that month was negative, NYSERDA shall make no payment to Seller for that month and instead shall record a debit in such amount ("Monthly Debit"). Any Monthly Debit shall be deducted from each subsequent month's payment by NYSERDA until the Monthly Debit is fully recovered. Any Monthly Debit that goes unrecovered for twelve (12) months shall be settled by Seller in cash within thirty (30) days after the conclusion of such twelve (12) month period, except that all Monthly Debts outstanding at the conclusion of the Contract Delivery Term shall be settled by Seller in cash within thirty (30) days after the conclusion of the Contract Delivery Term.

Section 4.06. Prompt Payment Policy. Subject to Section 4.04, NYSERDA shall make payments to Seller in accordance with and subject to its Prompt Payment Policy Statement, attached hereto as Exhibit C. Such payments shall be made by wire transfer to an account designated by Seller. NYSERDA shall have no obligation to pay any invoice not accompanied by all information requested by NYSERDA in accordance with Section 6.01.

Section 4.07. Changes in Law.

- (a) In the event that a change in Applicable Law after the Effective Date changes, or on the date

such change takes effect (“Change in Law Date”) will change, the price structure or methodology, settlement, zonal structure, or terminology used in either the NYISO Energy Market or NYISO Capacity Market such that the calculation of Reference Energy Price or Reference Capacity Price becomes impossible or no longer reasonably reflects the objective of providing a market-based index of energy and/or capacity prices in the Applicable Zone, in each case as they existed on the Effective Date, the Parties shall negotiate in good faith to amend this Agreement, prospective from the Change in Law Date, to make such conforming changes as are necessary to achieve that objective.

- (b) In the event that a change in Applicable Law after the Effective Date eliminates the NYISO Capacity Market entirely and without replacement, the Parties agree that the Reference Capacity Price shall be zero. In the event that a change in Applicable Law after the Effective Date replaces the NYISO Capacity Market with a new resource adequacy construct or materially modifies its design, the Parties agree to negotiate in good faith to amend this Agreement, prospective from the Change in Law Date, to make such conforming changes as are necessary to replace the current Reference Capacity Price formula with a formula that reasonably comprises an index of prices available to, or actual capacity revenue received by, offshore wind generators in the Applicable Zone under the new resource adequacy construct.
- (c) In the event that a change in Applicable Law after the Effective Date subjects or, on the date such change takes effect, will subject offshore wind generators to buyer-side market power mitigation (or similar restriction limiting the ability of such resources to clear the NYISO Capacity Market) the Parties shall amend this Agreement in a manner that will cause the Reference Capacity Price to be appropriately reduced by a mitigation factor or similar mechanism to reflect the application of such mitigation or restriction to offshore wind generators in the Applicable Zone.

Article V

Adjustments

Section 5.01. True-Up Adjustments. NYSERDA may (and, at the request of Seller, shall) review past invoices, including, but not limited to, the calculation of the Reference Energy Price and Reference Capacity Price, to determine if a true-up adjustment is necessary. If necessary, NYSERDA shall adjust, including by means of set-off, payments to subsequent invoices consistent with adjustments by NYGATS based on NYISO or other local control area billing settlement true-up procedures, based on actual metered production data measured at the Delivery Point, actual and verified data reflecting compliance with the electricity delivery requirements set forth in Article III, and/or based on the number of ORECs Transferred.

Section 5.02. Time Period for Disputes and Adjustment of Invoices. A Party may seek a correction of any invoice, or any adjustment to an invoice, rendered under this Agreement within twelve (12) months of the date the invoice or adjustment to an invoice was rendered. Unless a party has submitted a written request for review of an invoice or an adjustment to an invoice within twelve (12) months of the date of the invoice or adjustment to the invoice, the invoice or adjustment shall be considered final and not subject to further adjustment.

Section 5.03. Reserved.

Section 5.04. Interconnection Cost Adjustment.

(a) The Seller shall make commercially reasonable efforts to cause Interconnection Net Savings to occur, including but not limited to changing its Delivery Point where appropriate.

(b) On or before the date that is ninety (90) days prior to the commencement of the Contract Delivery Term, Seller shall make available or cause to be made available to NYSERDA all books and records reasonably necessary for NYSERDA to quantify the Interconnection Cost Allocation.

(c) To the extent Interconnection Net Savings exist, the Index OREC Strike Price will be reduced by the Interconnection Price Reduction, calculated as follows:

$$\text{Interconnection Price Reduction} = \frac{\text{NYSERDA Interconnection Savings Share (\$)} \times \text{RF}}{\text{P50 Annual OREC Exceedance}}$$

where:

NYSERDA Interconnection Savings Share = the greater of (i) 80% of the Interconnection Net Savings and (ii) Interconnection Net Savings minus \$50,000,000.

RF = Recovery Factor of 0.0781.

(d) Reserved.

Section 5.05. Reserved.

Section 5.06. Offshore Transmission System Integration and Adjustment.

(a) In the event that NYSERDA and Seller mutually agree that changes to the design or scope of the Selected Project are necessary or appropriate to prepare for or implement a future offshore transmission system, the schedule, delivery and/or pricing provisions of this Agreement shall be adjusted to account for any delays and/or reasonably expected increases or decreases in project cost established based on a cost estimate or other study carried out on behalf of the Selected Project and reviewed by a third party mutually acceptable to the Seller and NYSERDA.

(b) Prior to the Selected Project being connected to an offshore transmission system, the Parties shall negotiate in good faith to amend the pricing and delivery provisions of this Agreement, prospective from the date on which the Selected Project would be connected to such a system (the "Offshore System Date"), to ensure that (i) the economic value to the Seller of the Selected Project is not reduced for reasons attributable to the implementation of the offshore transmission system (for example, changes in expected dispatch, ability to provide capacity services, nodal vs. zonal pricing basis risk, potential out-of-state delivery, and/or project delays) and (ii) to the extent economic value accrues to the Selected Project from implementing the offshore transmission system, that those additional economic benefits are passed through to ratepayers.

(c) In the event that implementation of an offshore transmission system causes delays in commencement of Commercial Operation of the Selected Project, the Outer Limit Date

shall be extended by the period of such delay. For the avoidance of doubt, any such extension to the Outer Limit Date as set forth in this Section 5.06(c) shall not be included in the two (2) year aggregate Outer Limit Date extension specified in Section 18.12.

(d) In the event that implementation of an offshore transmission system causes the Selected Project to experience downtime or a delay in the commencement of Commercial Operation of the Selected Project, the OREC price will be adjusted, or the Seller will be otherwise compensated, on terms established in the amendment to this Agreement negotiated pursuant to Section 5.06(b).

Section 5.07. Qualifying Federal Support.

(a) In the event that Seller or any of its Affiliates receives Qualifying Federal Support, Seller shall determine the QFS Amount and provide notice of the same to NYSERDA, including supporting calculations thereto. Seller shall also make available or cause to be made available to NYSERDA all books and records in its control that are reasonably necessary to determine the QFS Amount and shall use commercially reasonable efforts to provide NYSERDA with any other books and records reasonably requested by NYSERDA. Such books and records shall include all tax and other filings made with respect to obtaining any of the Renewable Tax Benefits that Seller or any tax equity party is claiming or proposing to claim as well as all work papers and other due diligence and compliance records, files and data related to the qualification for the Renewable Tax Benefits to which Seller has in its possession or reasonably has access.

(b) Except with respect to transaction costs and expenses incurred by Seller or its Affiliates in connection with obtaining Qualifying Federal Support, which shall be for Seller's account, the QFS Amount shall be calculated on a net basis, taking into account any reduction in current or future economic value or costs incurred as a result of Seller's or its Affiliates' realization of the applicable Qualifying Federal Support. For example, the Parties acknowledge and agree that, in order to qualify for a higher level of Qualifying Federal Support, Seller or its Affiliates may be required to incur increased costs related to development, construction or operation of the Selected Project including costs related to new U.S. content or similar sourcing requirements, prevailing wage requirements or apprenticeship requirements. For the avoidance of doubt, if Seller or its Affiliates incur such increased costs for the purpose of qualifying for such higher level of support, the Qualifying Federal Support Amount shall be reasonably adjusted by Seller to reflect the total economic value of the Qualifying Federal Support after accounting for such increased costs.

If applicable, the QFS Price Reduction shall be applied prospectively from the beginning of the Contract Year immediately following the date that the economic value of the Qualifying Federal Support benefit is realized, computed in accordance with the following formula:

$$\text{QFS Price Reduction} = \frac{\text{QFS Amount (\$)} \times 0.75 \times \text{RF}}{\text{P50 Annual OREC Exceedance}}$$

provided that with respect to Qualifying Federal Support that arises from Section 45(b)(9) (or its successor at 45Y(g)(11)), Section 45(b)(11) (or its successor at Section 45Y(g)(7)), Section 48(a)(12) (or its successor at Section 48E(a)(3)(B)) or Section 48(a)(14) (or its successor at Section 48E(a)(3)(A)) of the Internal Revenue Code in existence on the Bid Submission Date and is realized other than through, for domestic content requirements, a waiver process as described in 49 C.F.R. § 661.7 (or similar process) offered by the U.S. Department of Treasury, the Internal Revenue Service or other

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federal authority under which the steel, iron, or manufactured products of the Selected Project were not produced in the United States and did not meet the requirements of 49 C.F.R. § 661.5(b)-(d), or for energy communities, a waiver or exception process, 0.75 will be replaced with 0.50.

where:

RF = Recovery Factor determined in accordance with the following table, in which the Annuitization Term shall equal the number of full Contract Years remaining in the Contract Delivery Term:

Table of Recovery Factors for Qualifying Federal Support

Nominal Annual Discount Rate 7.25%

Full Contract Years Remaining in Contract Delivery Term	Recovery Factor
1	1.0725
2	0.5550
3	0.3828
4	0.2969
5	0.2455
6	0.2114
7	0.1872
8	0.1691
9	0.1551
10	0.1440
11	0.1350
12	0.1276
13	0.1214
14	0.1161
15	0.1115
16	0.1076
17	0.1042
18	0.1012
19	0.0986
20	0.0962
21	0.0942
22	0.0923
23	0.0906
24	0.0891
25	0.0878

(c) In the event that any Qualifying Federal Support changes (including through modification, repeal and/or any other action) after the determination of the QFS Amount and/or the application of the QFS Price Reduction, Seller shall provide notice of such occurrence to NYSERDA and

redetermine the QFS Amount based on such development using the process set forth in Sections 5.07(a) and (b). In such event, the adjusted QFS Price Reduction shall be applied prospectively in a manner that reflects the effect of such change.

Article VI

Records and Reports

Section 6.01. Monthly Reports. Seller shall, at NYSERDA's request, provide NYSERDA access to generation and delivery data, including detailed monthly market accounting settlement or other pertinent data from the administrator(s) of the energy market into which energy from the Selected Project was delivered, from the entity or party in control of any meter through which the energy from the Selected Project was delivered, and from the administrator of any attribute accounting system operating in such control area. Seller may be required to waive confidentiality, as to NYSERDA, for the direct transfer to NYSERDA by an energy market administrator or the operator of the transmission and/or distribution system into which the energy from the Selected Project is delivered of transactional and/or delivery information and data pertinent to the verification of attribute creation and electricity delivery.

Section 6.02. Progress Reports. Beginning on the first such date following the Effective Date, and continuing through the date on which the Contract Delivery Term has commenced, Seller shall provide quarterly written progress reports to NYSERDA, on March 1, June 1, September 1, and December 1 (with such report covering the immediately preceding calendar quarter). Progress reports shall be made based on facts known to Seller on the date of submittal to NYSERDA, and NYSERDA acknowledges that the facts underlying the subject matter of such reports are constantly changing. The first two reports may be in the form of quarterly reports previously provided by Seller to NYSERDA under the Terminated PSA. Starting with the third such report, such reports shall be substantially in the form of Exhibit K to this Agreement, and shall describe at a minimum:

- (a) Seller's progress in obtaining all required environmental or other permits and/or local approvals;
- (b) the status of development and/or construction planning or activities with regard to the Selected Project;
- (c) the status of the interconnection process between the Selected Project and the administrator of the control area;
- (d) purchases, delivery, and/or installation of any major equipment associated with the Selected Project, including actions taken pursuant to Section 12.11;
- (e) activities undertaken pursuant to Seller's Stakeholder Engagement Plan, including how Seller has taken into account the interests of Disadvantaged Communities, updates on Seller's consultations with the Consulting State Agencies and reasonable notice, with a preference of two (2) weeks before (if such notice is less than two (2) weeks, Seller to provide reasoning of why two (2) week notice was not practicable), of upcoming meetings and known outreach events and activities for the next quarter;
- (f) information relating to the employment on the Selected Project, as both contractors and sub-

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contractors, of MWBEs and SDVOBs registered with the DOS, including identifying information for such firms, the expenditure on such firms, and the time period in which such firms were engaged, Seller's diversity, equity, and inclusion efforts, and other information described in Exhibit K;

- (g) updates with respect to expenditures on community benefit funds, grants, apprenticeships and internships, educational cooperative efforts, Supply Chain Investments, and/or training initiatives;
- (h) updates with respect to jobs created and retained;
- (i) the status of specific industry growth activities including industry event dates and attendees, negotiating of contracts, establishment of facilities, steering members and board members, hiring of employees, establishment of funds, dollars spent, submitted and awarded proposals, launch dates, and workers trained;
- (j) engagements with fisheries and environmental stakeholders and any updates to Seller's Fisheries Mitigation Plan, Environmental Mitigation Plan and/or Seller's Data Availability Plan;
- (k) updates on Seller's monitoring of fish and invertebrates that support economically important fisheries and wildlife of conservation concern; and
- (l) an estimated date for Commercial Operation, including the reason for any changes to the date compared with prior reports.

Such reports shall also include copies of any permits or approvals granted and/or copies of any correspondence of any type denying or refusing any permit or approval. Seller shall notify NYSERDA within twenty (20) days of discovering any event that could reasonably cause a material delay in any of the activities listed above. Commencing with the first progress report that indicates that construction activities falling within the scope of Section 18.10 have commenced and with each subsequent progress report submitted on June 1 and December 1 thereafter, Seller shall include a written attestation prepared by a New York State independent certified public accountant or other qualified party, in a form to be agreed upon, confirming that the Prevailing Wage requirement of Section 18.10 is being met.

Section 6.02-a. Annual Operating Reports. Seller shall provide NYSERDA with an Annual Operating Report on March 15 of each year within the Contract Delivery Term and one year thereafter covering the activities of the immediately preceding Calendar Year in which any ORECs were transferred to NYSERDA. Annual Operating Reports shall be submitted in a form substantially similar to Exhibit S to this Agreement, as may be modified by NYSERDA from time to time. To maximize efficiencies, NYSERDA will consider accepting, upon Seller request, Annual Operating Report formats that differ from that contained in Exhibit S to match the format of existing reporting formats utilized by Seller or its Affiliates.

Section 6.03. Additional Documents. Within thirty (30) days of the Effective Date, Seller shall provide to NYSERDA:

- (a) a certificate, dated as of the most recent practicable date prior to the Effective Date,

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issued by the jurisdiction of the Seller's organization confirming the corporate good standing of Seller;

- (b) a certificate of an appropriate officer or authorized representative of Seller, dated as of the most recent practicable date prior to the Effective Date, in form and substance reasonably satisfactory to NYSERDA and certifying: (i) the names and signatures of the officers or authorized representatives of Seller authorized to sign any documents to be delivered hereunder, and (ii) the accuracy and completeness of resolutions of Seller, authorizing and approving all matters in connection with the transactions contemplated thereby; and
- (c) a rendering of the site layout plan required by Section 6.4.4 of ORECRFP23-1 in shapefile format for geographic information system software.

Seller shall promptly provide NYSERDA with updated and corrected versions of the above-referenced materials upon any change in the information provided therein.

Section 6.04. Maintenance of Records. Except as excused by NYSERDA in writing, Seller shall keep, maintain, and preserve throughout the term of this Agreement and for a period of seven (7) years following the expiration of this Agreement, full and detailed books, accounts, and records pertaining to Seller's performance under the Agreement, including without limitation, all bills, invoices, payrolls, subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by Seller in the course of such performance. The foregoing records may be kept, maintained, or preserved on any information storage device, or one or more electronic networks or databases, provided that such records can be converted into clearly legible form within a reasonable time. Seller may destroy or otherwise dispose of a record falling within the scope of this Section seven (7) years following the creation thereof with the written consent of NYSERDA, such consent not to be unreasonably withheld, conditioned or delayed.

Section 6.05. Disadvantaged Community Commitments. The Parties acknowledge the importance of designing the relevant investments made by the Selected Project to provide benefits to and reduce burdens on Disadvantaged Communities in accordance with the PSC's "Order Adopting Modifications to the Clean Energy Standard".⁷ Consistent with this goal:

- (a) Seller agrees to fulfill (directly or indirectly through an Affiliate or third party) the following Disadvantaged Community Commitments from and after the Economic Benefits Start Date:
 - (i) payment of the following investments, grants and other funding in workforce development applicable to future offshore wind development in New York State:
 - (1) *NOWTC.* Seller will provide a total of [REDACTED] to the National Offshore Wind Training Center (NOWTC) in Brentwood, New York (a Disadvantaged Community), which focuses on the recruitment of, and providing necessary skills to, tradespeople that match anticipated offshore wind industry needs and expand on training and recruitment programs and standards. Seller has

⁷ See Case 15-E-0302, Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and Clean Energy Standard, Order Adopting Modifications to the Clean Energy Standard (issued October 15, 2020).

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already provided a portion of this funding commitment as of the Effective Date;

- (2) *Downstate Workforce Development Fund*. Seller will fund [REDACTED] in the aggregate to support credentialing, training and educational programs, and supportive services for workers who will help construct the Selected Project, as well those who will help to operate the Selected Project and/or future offshore wind projects. Residents of Disadvantaged Communities will be prioritized for funding eligibility;
 - (3) *Disadvantaged Communities Investment Fund (Statewide)*. Seller will invest a total of [REDACTED] to support Disadvantaged Communities and MWBEs and SDVOBs from Disadvantaged Communities. This investment will include economic development activities, approaches to improve access to clean energy solutions, opportunities to address existing environmental justice issues, and the adoption of host community benefit agreements;
 - (4) *Upper Hudson Workforce Development*. Seller will provide [REDACTED] in total to the Upper Hudson Workforce Development fund to support the recruitment and training of skilled trades in communities along the upper Hudson River who are interested in entering and benefiting from the offshore wind industry. As of the Effective Date, a portion of this funding has been committed to the Multi-craft Apprenticeship Preparation Program to support the training and inclusion of low-income residents in the Capital Region (primarily South Albany) in union construction apprenticeships; and
 - (5) *Waterfront Edge Design (WEDG) Scholarships*. Seller will fund [REDACTED] Waterfront Edge Design Guidelines (WEDG®) Professional Course scholarships for owners and employees of MWBEs and SDVOBs who live or work in Disadvantaged Communities, over the [REDACTED] year period commencing as of the Effective Date, at a total cost of [REDACTED]
- (ii) payment of the following amounts under the Host Community Agreement for the Selected Project, which amounts the Parties have agreed are allocable to Disadvantaged Communities:
- (1) Three Million Dollars (\$3,000,000) in total on account of “Parks Capital”;
 - (2) Two Million Dollars (\$2,000,000) in total on account of “Tri-Hamlet Package”;
 - (3) an aggregate portion of the PILOT payments in the amount of Three Million Six Hundred Eleven Thousand Eight Hundred Forty Dollars (\$3,611,840), which shall be calculated in accordance with the

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“Taxes/PILOT/Capital Improvement” methodology set forth in Exhibit T; and

- (4) an aggregate portion of the “Impact Fees” payments in the amount of Seventeen Million Five Hundred Thirty-Four Thousand Eight Hundred Thirty-Six Dollars (\$17,534,836), which shall be calculated in accordance with the “Taxes/PILOT/Capital Improvement” methodology set forth in Exhibit T; and
 - (iii) payment of [REDACTED] in the aggregate on account of labor provided by union workers in connection with the development, construction, operation and/or maintenance of the Selected Project, including the upgrading, renovation and other refurbishment of the operation and maintenance facility for the Selected Project and affiliated offshore wind projects located at 22 Research Way, East Setauket, New York (the “O&M Hub”), all of which shall be determined in accordance with the “Labor” methodology set forth in Exhibit T. Seller will determine whether individual workers reside within a Disadvantaged Community to the extent commercially practicable and in accordance with Applicable Law.
- (b) With NYSERDA’s consent (which shall not be unreasonably withheld, conditioned, or delayed), Seller may substitute a Disadvantaged Community Commitment identified in Section 6.05(a) with a substitute Disadvantaged Community Commitment of equal or greater value to Disadvantaged Community(ies) in New York State. A community that meets the definition of a Disadvantaged Community as of the Effective Date will constitute a Disadvantaged Community for purposes of the Disadvantaged Community Commitments set forth in clauses (ii) and (iii) of Section 6.05(a).
 - (c) Should Seller fail to fulfill any Disadvantaged Community Commitment it is obligated to fulfill under Section 6.05(a) or 6.05(b), unless addressed through a cure pursuant to Section 12.02 of this Agreement, Seller shall make payment to NYSERDA in the amount of the applicable Unfulfilled Dollar Value, or propose a replacement Disadvantaged Community Commitment of equivalent value, no later than sixty (60) days after the Selected Project commences Commercial Operation or the date identified in such commitment, whichever is later. Any payment to NYSERDA or replacement Disadvantaged Community Commitment made pursuant to this section shall be eligible to count towards meeting Seller’s Economic Benefits commitments under this Agreement. For the avoidance of doubt, (i) any Economic Benefits associated with any replacement Disadvantaged Community Commitment made pursuant to this section shall be eligible to count as Verified Total Dollars and subcategories thereof to the extent such investment meets the definition of Verified Total Dollars or an applicable subcategory thereof and (ii) any payment made pursuant to this section shall be eligible to count as Verified Total Dollars and, to the extent meeting the definition thereof, Verified Near-Term Dollars. If Seller fails to make a specific investment that is listed in both Section 6.05(a) and Section 6.06(a), (i) Seller’s payment of the applicable Unfulfilled Dollar Value of that specific investment shall satisfy both Section 6.05(c) and Section 6.06(c) without the need for a second duplicate payment, and (ii) any single replacement investment that constitutes both a Disadvantaged Community Commitment and a Supply Chain Investment shall satisfy both Section 6.05(c) and Section

6.06(c) without the need for a second replacement investment.

- (d) Seller intends to make investments in New York State to help ensure that members of Disadvantaged Communities share in the Economic Benefits that will be generated as a result of this Agreement. Seller will make reasonable efforts to ensure that members of Disadvantaged Communities are apprised of employment opportunities in connection with the Selected Project and to put in place processes to ensure that businesses in Disadvantaged Communities have the opportunity and awareness to compete for contracting opportunities and, to advance the interests of Disadvantaged Communities when making the investments set out in Exhibit D of this Agreement in accordance with Section 12.01(c). In connection with such activities and obligations, Seller shall conduct ongoing stakeholder and community engagement and must agree to coordinate with NYSERDA throughout implementation of the Selected Project to reasonably align the investments and associated benefits claimed with NYSERDA's broader approach for the delivery, measurement, tracking, and reporting of benefits to Disadvantaged Communities, pursuant to the provisions of the Climate Leadership and Community Protection Act.
- (e) As part of the quarterly progress reports described in Section 6.02, Seller shall describe the activities undertaken in accordance with this Section 6.05 associated with Disadvantaged Communities.

Section 6.06. Supply Chain Investments.

- (a) Seller agrees to fulfill (directly or indirectly through an Affiliate or third party) the following Supply Chain Investments from and after the Economic Benefits Start Date:
 - (i) purchasing advanced foundation components from Riggs Distler and Company, Inc ("Riggs") from its operation at the Port of Coeymans, New York in connection with offshore foundation work for construction of the Selected Project, having a total contracted value [REDACTED] of not less than [REDACTED];
 - (ii) making rent/lease and other payments and expenses [REDACTED] made to [REDACTED] with respect to the Port of Coeymans, New York in connection with the Selected Project, in an aggregate amount of not less than [REDACTED];
 - (iii) acquiring the O&M Hub at a total purchase price (including conveyance taxes and other typical closing costs and adjustments) of [REDACTED];
 - (iv) investing a total amount (including the costs of development, upgrade, renovation and other refurbishment, with associated labor, goods, services and taxes) of not less than [REDACTED] in the O&M Hub after acquisition of the real property;
 - (v) providing [REDACTED] in total grant funding for expanded

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research and development activities at the Advanced Energy Research and Technology Consortium at Stonybrook University; and

- (vi) making the investments, grants and other funding set forth in clauses (1), (2) and (4) in Section 6.05(a)(i) of this Agreement.
- (b) With NYSERDA's consent (which shall not be unreasonably withheld, conditioned, or delayed), Seller may substitute a Supply Chain Investment identified in Section 6.06(a) with a substitute Supply Chain Investment of equal or greater value in New York State.
- (c) Should Seller fail to fulfill any Supply Chain Investment, it is obligated to fulfill under Section 6.06(a) or 6.06(b), unless addressed through a cure pursuant to Section 12.02 of this Agreement, Seller shall make payment to NYSERDA in the amount of the applicable Unfulfilled Dollar Value, or propose a replacement Supply Chain Investment of equivalent value, no later than sixty (60) days after the Selected Project commences Commercial Operation or the date identified in such commitment, whichever is later. Any payment to NYSERDA or replacement Supply Chain Investment made pursuant to this section shall be eligible to count towards meeting Seller's Economic Benefits commitments under this Agreement. For the avoidance of doubt, (i) any Economic Benefits associated with any replacement Supply Chain Investment made pursuant to this section shall be eligible to count as Verified Total Dollars and subcategories thereof to the extent such investment meets the definition of Verified Total Dollars or an applicable subcategory thereof and (ii) any payment made pursuant to this section shall be eligible to count as Verified Total Dollars and, to the extent meeting the definition thereof, Verified Near-Term Dollars. If Seller fails to make a specific investment that is listed in both Section 6.05(a) and Section 6.06(a), (i) Seller's payment of the applicable Unfulfilled Dollar Value of that specific investment shall satisfy both Section 6.05(c) and Section 6.06(c) without the need for a second duplicate payment, and (ii) any single replacement investment that constitutes both a Disadvantaged Community Commitment and a Supply Chain Investment shall satisfy both Section 6.05(c) and Section 6.06(c) without the need for a second replacement investment.
- (d) As part of the quarterly progress reports described in Section 6.02, Seller shall describe the activities undertaken in accordance with this Section 6.06 associated with Supply Chain Investments.

Section 6.07. Reporting Failures. In the event that at any time after the Effective Date Seller (a) fails to provide information expressly required by this Agreement to be reported to NYSERDA, or (b) fails to provide information reasonably requested by NYSERDA in connection with the matters contemplated by this Agreement, in either case within the time period required by this Agreement or, if a time period is not specified in this Agreement, as otherwise reasonably required by NYSERDA (but in no case earlier than ten (10) Business Days after a written request from NYSERDA) and Seller does not cure the failure within thirty (30) days of receipt of written notice from NYSERDA of such failure (or such longer period if such failure is not capable of being cured within such thirty (30) day period and Seller is diligently pursuing such cure), NYSERDA shall be permitted to draw from Seller's Contract Security (or, if elected by Seller or if no Contract Security is in place, Seller shall pay NYSERDA) an amount equal to ten thousand dollars (\$10,000) per uncured failure to provide information; provided that the amount shall increase to twenty thousand dollars (\$20,000) per uncured failure after the first three (3) times this provision is triggered. The payments contemplated in Section

6.07 for reporting failures are designed to help compensate NYSERDA for, among other things, the damages that result from the failure to timely submit information to NYSERDA and do not constitute a penalty payment; such payments shall be NYSERDA's sole and exclusive remedy for Seller's failure to provide information falling within the scope of Section 6.07. Seller may request a fifteen (15)-day extension to any of its reporting deadlines to account for reporting delays outside of Seller's control. Seller's first such extension request will be deemed automatically approved, and subsequent requests will be approved or denied in NYSERDA's sole discretion. If Seller makes commercially reasonable efforts to provide information falling within the scope of Section 6.07(b) to NYSERDA but is unable to obtain or provide such information despite Seller's efforts, NYSERDA shall not draw on Seller's Contract Security or demand payment from Seller under this section. If information falling within the scope of Section 6.07(a) related to contracts resulting from a procurement tender issued prior to the Effective Date of this Agreement is not in the possession, custody, or control of Seller (or its Affiliates) and Seller is unable to obtain or provide such information despite making commercially reasonable efforts to do so, NYSERDA shall not draw on Seller's Contract Security or demand payment from Seller under this section.

Section 6.08. Outages. Seller agrees to provide notice to NYSERDA of any planned or unplanned outages or deratings of the Selected Project that are reportable to the NYISO. Such notice shall be provided reasonably promptly after, but in no event later than twenty-four (24) hours after, the outage or derating is reported to the NYISO.

Article VII

Audits

Section 7.01. Audits. NYSERDA shall have the right from time to time and at all reasonable times during the term of the Agreement and a period of seven (7) years thereafter to inspect and audit any and all books, accounts and records pertaining to Seller's performance under this Agreement, at the office or offices of Seller where they are then being kept, maintained and preserved in accordance with Section 6.04. If such books, accounts and records are not kept at an office within the State of New York, within a reasonable time of a request by NYSERDA, Seller shall make such books, accounts and records available to NYSERDA at NYSERDA's offices or at an agreed upon location within the State of New York. Except to the extent any invoice or adjustment to an invoice is final under Section 5.02, any invoice rendered under this Agreement shall be subject to retroactive adjustment (reduction or increase) regarding amounts included therein that are found by NYSERDA on the basis of any audit of Seller by an agency of the United States, the State of New York or NYSERDA not to constitute a properly invoiced amount.

Article VIII

Assignment and Change of Control

Section 8.01. General Restrictions. Except as specifically permitted by this Article VIII, (a) the assignment, transfer, conveyance, or other disposal of this Agreement or any of Seller's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the prior express written consent of NYSERDA is prohibited and shall be void *ab initio* and of no effect as to NYSERDA and (b) any Change of Control without the prior express written consent of NYSERDA shall constitute an Event of Default under this Agreement. Any such consent shall not be unreasonably withheld, conditioned, or delayed. Seller agrees to reimburse NYSERDA for NYSERDA's reasonable out of

pocket costs and expenses incurred by its use of outside attorneys, consultants, accountants and advisors in connection with any of Seller's requests for NYSERDA's consent made pursuant to this Section 8.01, without regard to whether such consent is provided. NYSERDA shall provide an invoice to Seller for such charges, with appropriate documentation, and Seller shall pay such invoice within thirty (30) days. Without limiting NYSERDA's right to reasonably withhold any requested consent, any NYSERDA consent will, in any event, be conditioned on (x) the execution and delivery by Seller and its proposed assignee of an instrument of assignment pursuant to which such assignee assumes all of Seller's duties and obligations under this Agreement, (y) delivery by such assignee of Contract Security to NYSERDA in substitution of the Contract Security provided by Seller hereunder, and (z) the execution and delivery by Seller and NYSERDA of mutual releases of liability with respect to this Agreement, in each case, in form and substance satisfactory to NYSERDA.

Section 8.02. Permitted Assignments by Seller. Notwithstanding Section 8.01, NYSERDA's consent shall not be required for Seller to either (a) pledge or assign the Selected Project, this Agreement, or the accounts, revenues, or proceeds from this Agreement in connection with financing arrangements, or (b) assign the Selected Project and this Agreement to an Affiliate if the then-current Contract Security remains in place. Upon Seller's reasonable request, NYSERDA shall execute a consent to assignment associated with a financing in a commercially reasonable form acceptable to NYSERDA and Seller.

Section 8.03. Permitted Change of Control. Notwithstanding Section 8.01, NYSERDA's consent shall not be required for any Change of Control (a) that constitutes a disposition to a Permitted Transferee, or (b) resulting from the acquisition of direct or indirect control of Seller by Orsted Holdings N.A. Inc. In the case of Section 8.03(a), if Seller provides NYSERDA with written notice of its intent to effectuate a Change of Control setting forth a description of the transferee describing how it fits within the definition of Permitted Transferee and NYSERDA does not respond within fifteen (15) Business Days, NYSERDA shall be deemed to have confirmed that the proposed Change of Control does not require NYSERDA's consent. NYSERDA agrees to execute a confidentiality agreement, as reasonably determined by Seller as necessary, to protect the disclosures required by this Section.

Section 8.04. Change in Tax Identification Number. Seller must notify NYSERDA within five (5) Business Days of any change in the Seller's federal tax identification number (W-9 form), and Seller shall promptly provide NYSERDA with a replacement W-9 form.

Section 8.05. Advance Notice. To the extent not prohibited by the U.S. securities laws and regulations or other Applicable Law (and to the extent Seller determines any such prohibition exists, Seller agrees to confer with NYSERDA to the extent permitted under Applicable Law), Seller agrees to provide NYSERDA advance notice, in accordance with Section 19.01 of this Agreement, of (i) any assignment, transfer, conveyance, or other disposal of this Agreement or any of Seller's rights, obligations, interests or responsibilities hereunder, in whole or in part and (ii) any Change of Control in which Seller has or should reasonably have actual knowledge of such transaction likely to cause the Change in Control, in each case regardless of whether or not NYSERDA's consent is required hereunder. NYSERDA agrees to execute a confidentiality agreement, as reasonably determined by Seller as necessary, to protect the disclosures required by this Section.

Article IX

Seller's Representations, Warranties and Guarantees

Section 9.01. Seller Representations, Warranties and Guarantees. As a material inducement to NYSERDA to enter into this Agreement, Seller makes the following representations, warranties and guarantees, as of the Effective Date, all of which shall survive the execution and delivery of this Agreement:

- (a) that Seller (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) has or will have all requisite corporate power, and has or will have all material governmental permits necessary to own its assets or lease and operate its properties and carry on its business as now being or as proposed to be conducted, to construct, finance, own, maintain and operate the Selected Project, to execute and deliver this Agreement, and to consummate the transactions contemplated herein; and (iii) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary;
- (b) that the execution, delivery and performance by Seller, the entry into this Agreement by Seller, and the consummation of the transactions contemplated by this Agreement will not:
 - (i) violate any Applicable Law or any provision of the limited liability company agreement or any other governing documents of Seller; (ii) violate, conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default or an event of default under any indenture, agreement, mortgage, deed of trust, note, lease, contract or other instrument to which Seller is a party or by which it or any of its property is bound; or (iii) result in the creation or imposition of any lien upon any property or assets of Seller;
- (c) that Seller has, or reasonably expects to have prior to the time needed, all real property rights to construct, interconnect, and operate the Selected Project;
- (d) that the ORECs Transferred to NYSERDA under this Agreement, will be free and clear of any liens, encumbrances and/or defects of title as of the date of Transfer;
- (e) that the attributes included in the ORECs Transferred to NYSERDA under this Agreement have not been, committed to be, nor will they be sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction;
- (f) that this Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein;
- (g) as of the Effective Date, that there are no undisclosed material legal actions, claims, or encumbrances, or liabilities pending or, to the best of Seller's knowledge after due inquiry, threatened, that may adversely affect Seller's performance of this Agreement or NYSERDA's rights hereunder;

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- (h) as of the Effective Date, that Seller has no knowledge that any information or document or statement furnished by Seller in connection with this Agreement or the documents submitted to NYSERDA under ORECRFP23-1 contain any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading;
- (i) Reserved;
- (j) that Seller is familiar with and will comply with the Code of Conduct for NYSERDA Contractors, Consultants, and Vendors dated November 2019 with respect to the performance of this Agreement (<https://www.nyserda.ny.gov/-/media/Project/Nyserda/files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>); and
- (k) Seller certifies that all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

Section 9.02. Continuing Nature of Representations, Warranties and Guarantees. The representations, warranties and guarantees set forth in this Article are made as of the Effective Date and deemed made continually throughout the Contract Delivery Term, except to the extent that such representation, warranty or guarantee states that it is permitted or required to be made only as of a specific date. If at any time during the Contract Delivery Term, Seller has knowledge of any event or information that causes any of the representations, warranties or guarantees of an ongoing nature in this Article IX to be untrue or misleading, Seller shall provide NYSERDA with prompt written notice of the event or information, the representations, warranties or guarantees affected, and the corrective action Seller shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

Section 9.03. Limitation on Warranties and Guarantees. Except as expressly set forth herein, there is no warranty of merchantability or fitness for a particular purpose with respect to the ORECs Transferred hereunder, and any and all implied warranties are disclaimed.

Article X

NYSERDA's Representations, Warranties and Guarantees

Section 10.01. NYSERDA Representations, Warranties and Guarantees. As a material inducement to Seller to enter into this Agreement, NYSERDA makes the following representations, warranties and guarantees, as of the Effective Date, all of which shall survive the execution and delivery of this Agreement:

- (a) that NYSERDA is an instrumentality of the State of New York and a public authority and public benefit corporation, created under the New York State Public Authorities Law, validly existing and in good standing under the laws of the State of New York;
- (b) that NYSERDA has all necessary power and authority to execute and deliver this Agreement and all other agreements contemplated herein and hereby and to consummate the transactions contemplated hereby and thereby. The execution and delivery by NYSERDA of this Agreement and all other agreements contemplated herein and hereby and the consummation of the transactions contemplated hereby and thereby have been or, if not yet executed and

delivered, will be when executed and delivered, duly authorized by all necessary actions on the part of NYSERDA, and no other actions or proceedings on the part of NYSERDA are necessary to authorize this Agreement or any other agreement contemplated herein and hereby or the consummation of the transactions contemplated hereby and thereby;

- (c) that the execution, delivery and performance by NYSERDA of this Agreement does not (i) violate any Applicable Law; (ii) violate, conflict with, result in a material breach of or constitute (alone or with notice or lapse of time or both) a material default or event of default under any indenture, agreement, mortgage, deed of trust, note, lease, contract or other instrument to which NYSERDA is a party or by which NYSERDA or any of its property is bound; or (iii) result in the creation or imposition of any lien upon any property or assets of NYSERDA. This Agreement will not conflict with any other agreement or contract to which NYSERDA is a party;
- (d) that this Agreement has been duly executed and delivered by NYSERDA and constitutes the legal, valid and binding obligation of NYSERDA enforceable against NYSERDA in accordance with the terms herein;
- (e) that NYSERDA is familiar with and in compliance with all Applicable Law, except where the failure to so comply would not result in a material adverse effect on NYSERDA's ability to perform its obligations; and
- (f) that there is no action, suit or claim at law or in equity, or before or by a governmental authority pending or, to the best knowledge of NYSERDA after due inquiry, threatened against NYSERDA or affecting any of its properties or assets that could reasonably be expected to result in a material adverse effect on NYSERDA's ability to perform its obligations.

Section 10.02. Continuing Nature of Representations, Warranties and Guarantees. The representations, warranties and guarantees set forth in this Article are made as of the Effective Date and deemed made continually throughout the Contract Delivery Term, except to the extent that such representation, warranty or guarantee states that it is permitted or required to be made only as of a specific date. If at any time during the Contract Delivery Term, NYSERDA has knowledge of any event or information that causes any of the representations warranties or guarantees in this Article X to be untrue or misleading, NYSERDA shall provide Seller with prompt written notice of the event or information, the representations, warranties and guarantees affected, and the corrective action NYSERDA shall take. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

Article XI

Indemnification and Insurance

Section 11.01. Indemnification. Seller shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all third party liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and/or experts' fees and expenses) ("Loss") imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, or arising out of or relating to Seller's breach of this Agreement or to the extent caused by the alleged negligence, unlawful act or omission, or intentional misconduct of Seller in the course of the development of the Selected Project, or the

production or delivery of ORECs under this Agreement. Seller shall have no obligation to protect, indemnify, or hold harmless NYSERDA or the State of New York with respect to any claims asserted against NYSERDA or the State of New York challenging (i) the legal validity of (a) this Agreement, (b) the purchase or sale of ORECs, or (c) the competitive solicitation process held by NYSERDA to procure ORECs, or (d) the 2020 Offshore Wind Order, the CES Modification Order and/or the Power Grid Study Order; or (ii) the administration of NYGATS and/or the OREC program under the Phase 1 Order and related regulatory proceedings (including any dispute arising out of the resale of ORECs by NYSERDA). The obligations of Seller under this Article shall survive any expiration or termination of this Agreement and shall not be limited by the amount of Seller's insurance coverage.

Section 11.02. Indemnification Procedures. NYSERDA shall give reasonable notice to Seller of any claim or notice of the commencement of any action, administrative or legal proceeding or investigation as to which indemnification under this Article may apply or promptly after NYSERDA has actual knowledge of any other Loss that would result in a claim for indemnification. NYSERDA shall reasonably cooperate with Seller in the defense of any such claim. Seller shall use counsel reasonably satisfactory to NYSERDA to defend any such claim (with consent to counsel not to be unreasonably withheld, conditioned, or delayed) and shall control the defense of any such claim. NYSERDA may participate in the defense of any such claim at its own expense. Seller may not agree to any settlement or compromise of any claim without NYSERDA's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed) that is not an unconditional release of NYSERDA from any and all liabilities upon the payment of money that will be paid by Seller.

Section 11.03. Failure to Defend. If Seller fails to assume the defense of a claim meriting indemnification, NYSERDA may at the expense of Seller contest, settle or pay such claim, and Seller shall promptly reimburse NYSERDA for all costs reasonably incurred and documented by NYSERDA associated therewith.

Section 11.04. Insurance. Seller, at no cost to NYSERDA, shall maintain or cause to be maintained, on or before the date upon which construction begins and continuing throughout the duration of the Contract Delivery Term, commercial general liability insurance in an amount customary for projects of this type and size. All such insurance shall be evidenced by certificates of insurance, each of which shall: (a) name or be endorsed to cover NYSERDA and the State of New York as additional insureds; and (b) provide that such insurance may not be cancelled or modified until at least thirty (30) days after receipt by NYSERDA of written notice thereof.

Article XII

Economic Benefits, Fisheries, Environmental, Design and Stakeholder Obligations

Section 12.01. Economic Benefits Report and Verification.

- (a) No later than the second December 31st following the Effective Date, Seller shall submit an initial Economic Benefits Report for the Selected Project. No later than December 31st of each subsequent calendar year prior to the year in which the third anniversary of the commencement of the Contract Delivery Term occurs, Seller shall submit supplemental Economic Benefits Reports to NYSERDA (collectively, with the initial Economic Benefits Report, the "Preliminary Economic Benefits Reports"); provided that the obligation to submit a supplemental Economic Benefits Report in a particular year may be waived by mutual

agreement of the Parties. Within one hundred twenty (120) days after the end of the third Contract Year of the Contract Delivery Term, Seller shall submit a final Economic Benefits Report to NYSERDA detailing any Economic Benefits associated with the Selected Project that accrue through the end of the first three (3) Contract Years that have not been reflected in prior Economic Benefits Reports. Each Economic Benefits Report shall be funded at the Seller's expense and prepared in accordance with Exhibit I. Within one hundred twenty (120) days after the Near-Term Period, and in lieu of the Preliminary Economic Benefits Report due on December 31, 2026, Seller shall submit an Economic Benefits Report to NYSERDA detailing any Economic Benefits associated with the Selected Project that accrued during the Near-Term Period (the "Near-Term Economic Benefits Report"); provided, however, at any time prior to Seller's delivery of the Near-Term Economic Benefits Report Seller shall have the right to submit a preliminary proposal requesting NYSERDA's validation of proposed Economic Benefits associated with the Selected Project set to accrue during the Near-Term Period and NYSERDA shall use commercially reasonable efforts to review and respond within thirty (30) days confirming if such proposed Economic Benefits will count for the Near-Term Period. The Economic Benefits Report shall calculate and verify the actual Economic Benefits, in dollars, that have resulted from Seller's activities.

- (b) Within sixty (60) Business Days of receipt of each Economic Benefits Report, NYSERDA will either accept the Economic Benefits Report in its entirety or respond with a description of any Economic Benefits claimed by Seller that have been preliminarily determined to be invalid or improperly documented, if any. If NYSERDA's preliminary determination is inconsistent with the Agreed-Upon Procedures Report, such response also will explain NYSERDA's basis for such variance. Seller will be given a reasonable opportunity to dispute NYSERDA's preliminary conclusion and/or to revise and resubmit the Economic Benefits Report. NYSERDA will reach a final determination regarding the validity or adequacy of documentation for any claimed Economic Benefit within sixty (60) Business Days of receipt of Seller's reply or re-submission of the Economic Benefits Report.
- (c) Seller agrees to make reasonable efforts to undertake and complete all activities and perform all obligations described in Exhibit D (Industry Growth Activities) to this Agreement.
- (d) When in receipt of all Preliminary Economic Benefits Reports and the final Economic Benefits Report for the Selected Project, and after having verified the claimed Economic Benefits as described in Sections 12.01(b) and 12.01(e) of this Agreement, NYSERDA shall determine whether there are any Economic Benefits Subcategory Shortfalls and/or an Other Economic Benefits Shortfall.
- (e) When in receipt of the Near-Term Economic Benefits Report for the Selected Project, and after having verified the claimed Economic Benefits as described in Section 12.01(b) of this Agreement, NYSERDA shall determine whether there is an Expected Near-Term Dollars Shortfall.

Section 12.02. Economic Benefits Shortfalls.

- (a) For each Expected Near-Term Dollars Shortfall, Economic Benefits Subcategory Shortfall or Other Economic Benefits Shortfall, Seller shall: (1) provide to NYSERDA for NYSERDA's approval a plan to make expenditures in New York State (or, in the case of an Expected U.S. Iron and Steel Dollars Shortfall, expenditures that benefit the U.S. Iron and Steel industry or

otherwise are reasonably acceptable to NYSERDA) in an amount reasonably comparable to the amount of the applicable Expected Near-Term Dollars Shortfall, Economic Benefits Subcategory Shortfall or Other Economic Benefits Shortfall, which in the case of any Expected Near-Term Dollars Shortfall must comply with Section 12.02(b); or (2) upon the mutual agreement of the Parties, pay the amount of the applicable Expected Near-Term Dollars Shortfall, Economic Benefits Subcategory Shortfall or Other Economic Benefits Shortfall or cause such amount to be paid into an account for the receipt of such funds created by NYSERDA, within six (6) months of NYSERDA's final notification of the amount owed under Section 12.01(d) of this Agreement or, in the case of an Expected Near-Term Dollars Shortfall, within sixty (60) days of NYSERDA's final notification of the amount owed under Section 12.01(e) of this Agreement; such amounts may, at Seller's direction, be deducted by NYSERDA from payments owed to Seller under Article IV of this Agreement. For the avoidance of doubt, for purposes of (1) above, a single expenditure may count towards the cure of more than one type of Economic Benefits Shortfall if the nature of the expenditure aligns with more than one category of Economic Benefits Shortfall. For purposes of (2) above, if the failure to make the total expenditures associated with an Economic Benefits Claim contributes to more than one type of Economic Benefits Shortfall, the total amount due from Seller for all such resulting Economic Benefits Shortfalls shall not exceed (i) the amount specified in the column labeled "Total Dollars" in the Offer Data Form for such Economic Benefits Claim minus (ii) any Verified Total Dollars within the scope of such Economic Benefits Claim.

- (b) In the case of any Expected Near-Term Dollars Shortfall, Seller's plan shall be submitted to NYSERDA no later than sixty (60) days after NYSERDA notifies Seller of the amount of the Expected Near-Term Dollars Shortfall under Section 12.01(e) of this Agreement. NYSERDA shall approve a plan submitted pursuant to Section 12.02(a) to address an Expected Near-Term Dollars Shortfall if (1) Seller proposes to make expenditures that are reasonably comparable to the amount of the applicable Expected Near-Term Dollars Shortfall and (2) Seller demonstrates that, (a) at the time of the submission of the plan, Seller or its Affiliates have legally binding commitments to make such expenditures or (b) Seller or its Affiliates have a plan to, within sixty (60) days after NYSERDA's acceptance of the plan, make such expenditures or to enter into legally binding commitments to make such expenditures. In any case, NYSERDA's approval of a plan submitted pursuant to Section 12.02(a) shall not be unreasonably withheld, conditioned, or delayed. If, at the time that Seller submits its plan, Seller or its Affiliates have not made or do not have legally binding commitments to make such expenditures and Seller demonstrates that Seller or its Affiliates will be unable to enter into legally binding commitments or make such expenditures within sixty (60) days of NYSERDA's acceptance of the plan due to circumstances beyond their reasonable control, such deadline may be extended with NYSERDA's consent (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 12.03. Consultation with New York State Agencies. The Parties acknowledge and agree that Seller has complied with Section 12.03 to date and that after the Effective Date, the Seller shall continue to carry out activities described in Section 12.03 to the extent appropriate in light of the circumstances.

- (a) Seller shall consult with the Consulting State Agencies at the request of such agencies regarding the planning and development of the Selected Project, and will make best efforts to respond to feedback timely provided by the Consulting State Agencies. Concurrent with its

initial submission of the COP for the Selected Project to BOEM, including a draft COP, Seller shall share such COP with NYSERDA for distribution to any Consulting State Agency that may request a copy of same. NYSERDA acknowledges that, after submission of the COP, the review process organized under the NEPA will present a forum for some New York State Agencies to participate in the analysis of the Selected Project's environmental impacts, including as cooperating agencies in the scoping, data collection, and alternatives-evaluation aspects of the NEPA process. Accordingly, NYSERDA will rely on the NEPA review process to create opportunities for the Consulting State Agencies to engage with and analyze the COP for the Selected Project to the greatest extent practicable. Nevertheless, without compromising the centrality of the NEPA review process with respect to the COP, Seller agrees to meet with Consulting State Agencies, at their reasonable request, during the development, construction, and operational phases of the Selected Project.

- (b) At a minimum, Seller shall consult with the following agencies relating to agency goals and responsibilities on the following topics: DOS with respect to the Selected Project's consistency with the policies set forth in New York State's Coastal Management Program:
 - (i) NYSDEC with respect to assessment and mitigation of potential environmental impacts, including but not limited to, water quality, air quality, benthic communities, fish, fisheries and wildlife impacts of the Selected Project;
 - (ii) OPRHP with respect to the assessment and mitigation of effects on sites of historic or archeological significance;
 - (iii) NYDPS with respect to the Selected Project's electrical interconnection and any applicable regulatory requirements under the Public Service Law;
 - (iv) OGS with respect to the Selected Project's electrical interconnection involving State land;
 - (v) NYSERDA as a point of contact with respect to the Selected Project's general consistency with the New York State Offshore Wind Master Plan and stakeholder feedback; and
 - (vi) NYSERDA with respect to identifying and delivering benefits to Disadvantaged Communities.
- (c) More specifically, the required consultation will consist of the following steps:
 - (i) At the time it submits a proposed Site Assessment Plan (SAP) to BOEM, Seller shall also submit the proposed SAP to DOS, NYSDEC, OPRHP, NYDPS, OGS, NYSERDA, and any other Consulting State Agency, so that each such Consulting State Agency may provide input on the SAP concurrently with BOEM's review. Each Consulting State Agency will provide to Seller the agency's initial comments on the proposed SAP – either jointly or individually – within sixty (60) calendar days of receipt. Seller then must meet or engage with each Consulting State Agency that requests a meeting at reasonable times and intervals in an effort to attempt to resolve any issues.
 - (ii) At the time Seller submits a proposed COP to BOEM, Seller shall submit the proposed

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COP to the Consulting State Agencies, so that each Consulting State Agency may provide input on the SAP concurrently with BOEM's review. Each Consulting State Agency will provide to the Seller that agency's initial comments on the proposed COP – jointly or individually – within sixty (60) days of receipt. Seller then must meet or engage with those Consulting State Agencies that request such a meeting, at reasonable times and intervals in order to attempt to resolve any issues.

- (iii) The requirements and processes set forth in paragraphs (i) and (ii) above will apply to any component, or resubmittal of a SAP or a COP, respectively, that Seller submits to BOEM, including, but not limited to, any required surveys or documentation required under NEPA. Thus, Seller will submit all SAP and COP components and revisions to the Consulting State Agencies concurrent with submission to BOEM.
- (iv) The consultation requirements set forth above in this Section 12.03 do not obviate or replace the federal Coastal Zone Management Act regulatory requirement in 15 CFR Part 930 and in the event of conflicting timeframes, the federal regulations will prevail.
- (v) Seller will provide NYSERDA updates on these consultations in the quarterly progress reports required by Section 6.02.

Section 12.04. Technical Working Group Participation. Upon NYSERDA's request, Seller shall participate in any technical working groups convened by NYSERDA and related to offshore wind development, and through such technical working groups engage with the relevant stakeholder groups regarding the Selected Project.

Section 12.05. Fisheries Mitigation Plan. Seller has provided as Exhibit E to this Agreement a Fisheries Mitigation Plan. The Parties contemplate that the Fisheries Mitigation Plan will evolve due to various factors, including, but not limited to, the consultation with the Consulting State Agencies and technical working group participation described above, and through interactions with BOEM and other federal agencies during the federal review of the Site Assessment Plan ("SAP") and COP. Seller shall amend the Fisheries Mitigation Plan from time to time to reflect such continuing consultation and processes and shall provide updated Fisheries Mitigation Plans to NYSERDA. Seller may also amend the Fisheries Mitigation Plan in ways that do not derive from consultation with state or federal agencies if (i) such amendment does not materially reduce Seller's mitigation commitments in the Fisheries Mitigation Plan, or (ii) NYSERDA consents in writing (such consent not to be unreasonably withheld, conditioned, or delayed). Updates to the Fisheries Mitigation Plan shall be noted in the quarterly progress reports required by Section 6.02. Seller shall undertake all activities and perform all obligations described in the Fisheries Mitigation Plan, as provided in Exhibit E and updated from time to time, unless excused by NYSERDA on the grounds that such activities or obligations are impractical in light of project objectives or unnecessary to protect fishery resources. In the case of any inconsistency between Exhibit E and the body of this Agreement, the body of this Agreement shall control.

Section 12.06. Environmental Mitigation Plan. Seller has provided as Exhibit F to this Agreement an Environmental Mitigation Plan. The Parties contemplate that the Environmental Mitigation Plan will evolve due to various factors, including, but not limited to, the consultation with the Consulting State Agencies and technical working group participation described above, and through interactions with BOEM and other federal Agencies during the federal review of the SAP and COP.

Seller shall amend the Environmental Mitigation Plan from time to time to reflect such continuing consultation and processes and shall provide updated Environmental Mitigation Plans to NYSERDA. Seller may also amend the Environmental Mitigation Plan in ways that do not derive from consultation with state or federal agencies if (i) such amendment does not materially reduce Seller's mitigation commitments in the Environmental Mitigation Plan, or (ii) NYSERDA consents in writing (such consent not to be unreasonably withheld, conditioned, or delayed). Updates to the Environmental Mitigation Plan shall be noted in the quarterly progress reports required by Section 6.02. Seller shall undertake all activities and perform all obligations described in the Environmental Mitigation Plan, as provided in Exhibit F and updated from time to time, unless excused by NYSERDA on the grounds that such activities or obligations are impractical in light of project objectives or unnecessary to protect environmental resources. In the case of any inconsistency between Exhibit F and the body of this Agreement, the body of this Agreement shall control.

Section 12.07. Site and Environmental Data.

- (a) Seller agrees to make publicly available information or data and supporting metadata that is developed in furtherance of the Selected Project relating to environmental characteristics, or use by wildlife, of any offshore, nearshore or onshore areas, as well as any data sponsored or developed by Seller relating to the potential impacts of the construction, operation, or decommissioning of the Selected Project on the environment and wildlife of such areas (separately and collectively, "Site and Environmental Data") in accordance with the Data Availability Plan provided by Seller pursuant to Section 12.07(b). Data or information shall not be subject to the requirements of this Section 12.07 to the extent that (i) a state or federal agency has requested that such data or information be kept confidential and not disclosed, (ii) such data or information is restricted from public disclosure due to its culturally sensitive nature (such as certain archaeological data and information of importance to Tribal Nations), (iii) such data or information has been requested for a reason other than a legitimate scientific need, or (iv) if such data or information is reasonably designated by Seller as commercially sensitive or proprietary.
- (b) Within ninety (90) days of the Effective Date, Seller, in consultation with NYSERDA, shall develop a "Data Availability Plan" detailing when and how previously-collected Site and Environmental Data will be made available, and how new Site and Environmental Data will be made available on an ongoing basis as soon after collection as is practicable for use by third parties in decision-making around adaptive management. The Data Availability Plan shall detail how Seller will make Site and Environmental Data available and must follow the guidelines in Wildlife Data Standardization and Sharing: *Environmental Data Transparency for New York State Offshore Wind Development*.⁸ The Data Availability Plan must include a list of relevant data that has been collected or is expected to be collected with commitments to submit raw data to appropriate database(s) as soon as feasible, but not more than two (2) years after collection. The Data Availability Plan will provide for making publicly available information relating to topics such as air quality and emissions, water quality, fish and fish habitats, birds and bats, marine mammals and sea turtles, and benthic communities. All data should include comprehensive metadata using Federal Geographic Data Committee standards, or others, as appropriate. After consultation with NYSERDA, updates to the Data

⁸ <https://www.nyserdera.ny.gov/-/media/project/nyserdera/Files/Programs/offshore-wind/21-11-Wildlife-Data-Standardization-and-Sharing-Environmental-Data-Transparency-for-NYS-OSW-Energy.pdf>

Availability Plan shall be submitted with quarterly progress reports required by Section 6.02.

- (c) Real- or near real-time reporting of marine mammal sighting and detections may be required and the timing of the availability of other data will be determined through consultations with DOS, NYSDEC or NYSERDA, either individually or as a group. Other environmental data must be made available by the Seller as soon after collection as is reasonable, on an ongoing and routine basis as appropriate to the collection method and as discussed with DOS, NYSDEC, NYDPS, or NYSERDA, either individually or as a group.
- (d) Seller may choose to use existing publicly accessible data repositories and/or developer sponsored websites as venues to host the data and metadata. The intention of this requirement is to allow independent data users the opportunity to develop an understanding of the environmental characteristics of potential offshore wind energy development areas, including areas within which Selected Projects may be located, and to independently assess the impacts of offshore wind energy development on those characteristics in a timely manner. Site and Environmental Data includes information that Seller develops before, during, and after the ORECRFP23-1 process, and includes, but is not limited to, information relating to the following topics: (i) air quality and emissions; (ii) water quality; (iii) fish and fish habitats; (iv) birds and bats; (v) marine mammals and sea turtles; and (vi) benthic communities.
- (e) Reserved.
- (f) Upon commissioning of the Selected Project, Seller agrees to make commercially reasonable efforts to work with NYSERDA to validate a final accounting of the Selected Project's (i) carbon footprint and (ii) energy and carbon payback periods. Seller further agrees to public disclosure of NYSERDA's determination of the Selected Project's carbon footprint, and energy and carbon payback periods.

Section 12.08. Lighting Controls. Seller shall install lighting controls on the Selected Project to minimize nighttime visibility from shore and risk to wildlife. Subject to the immediately following sentence, the Selected Project will employ aircraft detection lighting systems (ADLS) in order to meet Federal Aviation Administration obstruction lighting requirements while minimizing lighting-related visual impact and impacts on avian species. In the event that ADLS systems do not meet Federal Aviation Administration Requirements or another technology produces a better outcome, the best available approved technology may be used upon consultation and approval of NYSERDA. ADLS, or an alternative approved by NYSERDA, shall be included in the Seller's COP submitted to BOEM.

Section 12.09. Site Perimeter. Seller's Proposal included a site layout plan that delineated the perimeter of the area in which offshore wind turbines may be placed for the Selected Project ("Site Perimeter"). Pursuant to Section 6.03 of this Agreement, Seller has agreed to render the site layout plan, including the Site Perimeter, in a shapefile format for geographic information system software. Seller agrees that no more than five percent (5%) of the offshore wind electric generation facilities that comprise the Selected Project, measured on an installed capacity basis, shall be located outside the Site Perimeter, as determined according to the geographic information system file submitted by Seller, without NYSERDA's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

Section 12.10. Support for Monitoring of Key Commercial Fish Stocks and Wildlife of

Conservation Concern. Within ninety (90) days of the Effective Date, Seller shall provide for NYSERDA's consent, which shall not be unreasonably withheld, conditioned, or delayed, a plan for the commitment of the funding required by this Section 12.10 ("Monitoring Plan"). The Monitoring Plan shall require the commitment of fifty percent (50%) of the funding required by this Section 12.10 within one (1) year of the Effective Date, and the remaining fifty percent (50%) within two (2) years of the Effective Date. In accordance with the Monitoring Plan, Seller shall make a financial commitment for monitoring fish and invertebrates that support economically important fisheries and wildlife of conservation concern in an amount no less than ten thousand dollars (\$10,000) per MW of Offer Capacity. Of that amount, no less than five thousand dollars (\$5,000) per MW of Offer Capacity shall be allocated to support regional monitoring of fish and invertebrates that support economically important fisheries to better understand how offshore wind energy development is potentially altering the biomass and/or distribution of these stocks, and no less than five thousand dollars (\$5,000) per MW of Offer Capacity shall be allocated to support regional monitoring of wildlife of conservation concern to better understand how offshore wind energy development effects distribution and abundance of sensitive species. Seller understands that this financial support is above any site-specific monitoring or survey programs that are required by state and federal regulatory agencies in order for the Selected Project to meet permitting requirements. These monitoring efforts may be committed via regional monitoring organizations (e.g., Regional Wildlife Science Collaborative for Offshore Wind or Responsible Offshore Science Alliance) or independently by Seller (or some combination) upon NYSERDA approval. In any case, such funding shall be directed to advance the responsible development of the offshore wind energy industry, and not limited exclusively to the Selected Project. The financial support required by this Section 12.10 may be provided by any combination of (i) donation by Seller to a not-for-profit organization with the capacity for undertaking the monitoring work described herein, and (ii) direct expenditure by Seller to finance the monitoring work described. Seller shall report the specific spending activity, including amount, purpose and result of investment, in the quarterly progress reports required by Section 6.02.

Section 12.11. Supply Chain Facilities and Iron and Steel Usage. For contracts with Major Suppliers resulting from a procurement tender issued after the Effective Date of this Agreement, Seller agrees to and shall consult the New York Offshore Wind Supply Chain Database and shall use commercially reasonable efforts to (a) source and procure components, materials, equipment, spare parts and other items necessary to construct the Selected Project from supply chain and manufacturing facilities located in New York State and (b) utilize iron and steel manufactured in the United States. Seller shall report Major Supplier procurement efforts in accordance with Section 6.02. Seller shall include this requirement in all contracts with its Major Suppliers resulting from a procurement tender issued after the Effective Date of this Agreement. Seller shall require any construction contractor that procures U.S. Iron and Steel components that Seller counts as Expected U.S. Iron and Steel Dollars to execute and furnish to Seller who shall in turn furnish to NYSERDA a duly executed U.S. Iron and Steel Contractor Certification. Seller shall communicate all opportunities for subcontracts related to the Selected Project with an anticipated contract value of \$1 million or greater arising under contracts with Major Suppliers resulting from a procurement tender issued after the Effective Date of this Agreement to New York State companies using the New York Offshore Wind Supply Chain Database.

Section 12.12. New York Jobs and Workforce Plan. Seller shall undertake all activities and perform all obligations required of Seller as described in the New York Jobs and Workforce Plan, as

provided in Exhibit M, which may be updated from time to time with NYSERDA's prior written consent.

Section 12.13. Stakeholder Engagement Plan. Seller shall undertake all activities and perform all obligations required of Seller as described in the Stakeholder Engagement Plan, as provided in Exhibit N, which may be updated from time to time with NYSERDA's prior written consent. Seller further agrees to conduct ongoing stakeholder and community engagement to inform the public about activities being undertaken by the Seller, gain community and stakeholder input on how these activities can benefit communities, and connect residents and communities to these benefits. These engagement activities will be focused on Disadvantaged Communities and other communities directly affected by the Selected Project and will include, but not necessarily be limited to:

- (a) Convening of regular and ongoing stakeholder meetings and regular and ongoing engagement and participation in public meetings and briefings of local officials and stakeholders to keep communities and residents apprised of the Selected Project's progress; to identify opportunities for Disadvantaged Communities and other affected communities and residents to benefit from activities being undertaken by the Selected Project;
- (b) Formation of one or more advisory or working groups with representation from Disadvantaged Communities and other affected communities to inform community benefit investments, including workforce development activities, made as part of the Selected Project;
- (c) Maintenance of a website and social media channels through which residents and communities may stay apprised of the Selected Project's progress and submit questions and comments during the development, construction, and operation of the Selected Project;
- (d) Making reasonable efforts to hire from within communities directly affected by the Selected Project, including through the publicizing of job opportunities within Disadvantaged Communities and other affected communities;
- (e) Coordinating closely with NYSERDA prior to scheduling public events to avoid redundancy and facilitate appropriate outreach; and
- (f) Documenting the input and feedback received from stakeholder and community engagement activities and making reasonable attempts to address feedback received through these activities.

Section 12.14. Site Access. Seller agrees to (i) not unreasonably withhold site accessibility (including vessels buoys and other structures) for the advancement of third-party scientific and technological study, including installation of cellular capabilities, near-real time data sharing functionality, power sources for platform or benthic monitoring equipment, weather reporting equipment for increased navigational safety, use of other navigational aids beyond current regulations (such as automatic identification systems) and environmental sensors and (ii) work with state, federal and other stakeholders to assess the most appropriate means of third-party scientific monitoring plan development and implementation including addressing potential health and safety requirements. For purposes of clause (i) above, Seller shall not be deemed to have unreasonably withheld site accessibility solely on the basis that Seller requires that such access and/or installation (a) does not interfere in any respect with the operation and/or functionality of the Selected Project, (b) fully complies with all permits applicable to, and Seller's health, safety and security requirements of, the

Selected Project, and (c) fully reimburses and otherwise protects Seller and its Affiliates with respect to all material costs and liabilities associated with such activities.

Section 12.15. HVDC Cabling. Seller agrees that:

- (a) any transmission cabling used by the Selected Project that traverses the Narrows, the East River between the Brooklyn and Throgs Neck Bridges, or the Hudson River north of Battery Park shall utilize HVDC technology; and
- (b) any transmission cabling that traverses the Lower Bay, Raritan Bay, Arthur Kill, the Narrows, the Upper Bay (New York Harbor), the East or Hudson Rivers, Block Island Sound or the Long Island Sound shall utilize HVDC technology unless (i) such transmission cabling is required to connect the Selected Project's converter station to a point of interconnection and (ii) the Seller demonstrates to NYSERDA's reasonable satisfaction that there is adequate remaining right of way to install at least two additional marine HVDC cables, beyond any cabling already planned under existing contracts to NYSERDA, in the same location(s) as the proposed HVAC cable(s).
- (c) Reserved.

Section 12.16. Additional Undertakings.

- (a) *Fisheries Compensation.* Seller shall follow the guidance developed by BOEM for the mitigation of impacts from offshore wind energy projects on commercial and recreational fishing communities as further described in its June 23, 2022 Draft Fisheries Mitigation Guidance (<https://www.boem.gov/renewable-energy/reducing-or-avoiding-impacts-offshore-wind-energy-fisheries>); provided that to the extent aspects of such guidance are memorialized in the Selected Project's COP Approval, the requirements of the COP Approval shall prevail.
- (b) *Responsible Offshore Science Alliance and Regional Wildlife Science Collaborative Membership.* Seller shall become, or shall cause one of its Affiliates to become on Seller's behalf, in each case to the extent not already, an active member of the Advisory Council of the Responsible Offshore Science Alliance and an active member of a caucus of the Regional Wildlife Science Collaborative for Offshore Wind in good financial standing. Seller shall not voluntarily terminate such membership without the prior approval of NYSERDA (which shall not be unreasonably withheld, conditioned, or delayed).
- (c) *Noise Mitigation.* Seller shall not commence offshore activities related to the Selected Project that generate significant noise, including but not limited to unexploded ordinance detonation and impact pile driving, during poor visibility conditions such as darkness, fog, and heavy rain, except as authorized by BOEM and the National Oceanic and Atmospheric Administration (NOAA) pursuant to the COP Approval.
- (d) *Acoustic Monitoring.* If Seller will use pile driving or other methods of installation that result in high underwater noise levels, Seller will monitor underwater acoustics during foundation installation to measure variations in sound pressure levels, record sound levels in the water column and assess the effectiveness of a noise mitigation system to reduce underwater noise generated during pile installation. NYSERDA acknowledges that (i) any such monitoring

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shall be done in accordance with, and only to the extent authorized by, Applicable Law and (ii) that if the COP Approval identifies a noise mitigation system for this purpose Seller shall not be required to assess a noise mitigation system other than such system identified in the COP Approval. Sixty (60) days prior to the monitoring effort, Seller will provide NYSERDA an “Underwater Acoustic Monitoring Plan” detailing how Seller’s acoustic monitoring data will be collected and made available as soon after collection as is practicable for use by third parties. The plan must include commitments to make publicly available Seller’s acoustic monitoring data, including raw and metadata, no more than six (6) months after installation is complete to the extent such public release is not restricted by BOEM, NOAA or other federal or local authorities, or otherwise limited in accordance with Applicable Law. To the extent that other plans and noise mitigation permit conditions and protocols approved by BOEM and/or NOAA cover the same information that would be included in the Underwater Acoustic Monitoring Plan, a copy of such plans, conditions and protocols may be provided in lieu of including such information in a separate Underwater Acoustic Monitoring Plan.

- (e) *Commercial Fishing Gear Loss.* Seller shall report the number and value of claims submitted, number and value of claims paid, and a general description of each incident and status/resolution in each quarterly progress report submitted pursuant to Section 6.02 of this Agreement.
- (f) *Regional Collaboration.* Upon a reasonable request by NYSERDA, including sufficient advance notice to Seller, Seller (directly or through an Affiliate) shall endeavor to participate in a multi-state or regional coordination and/or collaboration effort concerning fisheries and/or environmental issues related to offshore wind; provided that Seller shall have no obligation to participate in a coordination and/or collaboration effort unless NYSERDA is actively participating in such effort.

Section 12.17. MWBE and SDVOB Requirements. For procurement tenders issued after the Effective Date of this Agreement involving service contracts valued over \$100,000, and for goods contracts valued over \$250,000, Seller agrees to and shall consult with the ESD MWBE Database and the OGS SDVOB directory and shall make commercially reasonable efforts to contract with MWBEs and SDVOBs. Seller agrees to consult the New York Offshore Wind Supply Chain Database, the ESD MWBE Database, and the OGS SDVOB directory for subcontracting opportunities for goods and services related to Project development, manufacturing, construction, maintenance and operations, including for iron and steel pursuant to Section 12.11, to the extent that such opportunities arise under contracts resulting from a procurement tender issued after the Effective Date of this Agreement. Seller agrees to use commercially reasonable efforts to maximize opportunities for MWBEs and SDVOBs in relation to the Selected Project; such opportunities include but are not limited to subcontracting opportunities, mentorship programs, joint venturing, and other business development activities. Seller shall document commercially reasonable efforts undertaken pursuant to this Section in each quarterly progress report submitted pursuant to Section 6.02 of this Agreement. Seller agrees to flow down the requirements in this Section 12.17 in contracts with Major Suppliers resulting from a procurement tender issued after the Effective Date of this Agreement.

Section 12.18. Health and Safety Organization. Seller will become, or will cause one of its Affiliates to become on Seller’s behalf, a member (if not a member already) and remain a member of the G+ Global Offshore Wind Health and Safety Organization or an equivalent organization.

Article XIII

Events of Default

Section 13.01. Event of Default. For the purposes of this Agreement, “Event of Default” shall mean any of the following:

- (a) Representations, Warranties and Guarantees. Any representation, warranty, or guarantee made in this Agreement, or any attestation made pursuant to Section 15.06 of this Agreement, that shall prove to have been false or misleading in any material respect as of the time made or deemed to be made, and such false or misleading representation, warranty, or guarantee is not fully cured within ten (10) days after the responsible Party discovers its error, provided, however, that such period shall be extended for an additional period of up to sixty (60) days if the responsible Party is unable to cure within the initial ten (10) day period so long as such cure is diligently pursued by the responsible Party until such breach has been corrected; or
- (b) Other Obligations. A Party shall default in the performance of any of its obligations under Sections 2.01, 2.03, 4.05, 6.04, 6.05, 7.01, 12.02, 12.15, or any other material obligations under this Agreement and such default shall continue un-remedied for a period of thirty (30) days after the defaulting Party receives notice thereof from the non-defaulting Party; provided, however, that such period shall be extended for an additional period of up to thirty (30) days if, despite using commercially reasonable efforts, the defaulting Party is unable to cure within the initial thirty (30) day period so long as such cure is diligently pursued by the defaulting Party until such breach has been corrected; or
- (c) Voluntary Proceedings. A Party shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) make a general assignment for the benefit of its creditors; (iii) commence a voluntary case under the Bankruptcy Code; (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts; (v) fail to convert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (vi) take any corporate action for the purpose of effecting any of the foregoing; or
- (d) Involuntary Proceedings. A proceeding or case shall be commenced against a Party, without its application or consent, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of all or any substantial part of its assets; or (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue un-dismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue un- stayed and in effect, for a period of sixty (60) or more days; or an order for relief against a Party, shall be entered in an involuntary case under the Bankruptcy Code; or
- (e) Reserved; or

- (f) Reserved; or
- (g) Abandonment. On or after the Effective Date, (i) the permanent relinquishment by Seller of all or a material portion of its possession and control of the Selected Project, other than a transfer permitted under this Agreement or to the extent caused by Force Majeure or an Event of Default by NYSERDA, (ii) the participation of the Selected Project in any offshore wind solicitation other than a solicitation issued by NYSERDA, or (iii) a senior officer of the Seller issues a press release or makes a public filing stating that Seller no longer intends to develop the Selected Project or that the Selected Project is not economically viable; or
- (h) Failure to Provide Additional Contract Security. Failure by Seller to provide to NYSERDA, on or before January 1, 2025, and periodically thereafter, additional Contract Security, by the dates and in the amounts set out in Section 15.02, and such failure is not remedied within ten (10) Business Days of the respective due dates of such additional Contract Security; or
- (i) Reserved; or
- (j) Prevailing Wage Default. Failure by Seller to ensure that any failure to pay the Prevailing Wage in accordance with Section 18.10 is cured within twelve (12) months from the date of written notification by NYSERDA; or
- (k) Non-Permitted Change of Control. A Change of Control of the Seller, other than as specifically permitted by Article VIII, occurs.
- (l) Reserved.

Section 13.02. Effect of an Event of Default. In addition to any other remedy available to it under this Agreement or under Applicable Law, upon any occurrence of an Event of Default, the non-defaulting Party shall be entitled to suspend performance of its obligations under this Agreement until the earlier of such time as (a) such Event of Default has been cured, or (b) the non-defaulting Party has elected to terminate this Agreement pursuant to Article XIV below.

Notwithstanding the foregoing, (i) for any Event of Default by Seller prior to commencement of Commercial Operation of the Selected Project (or any portion thereof), NYSERDA shall be entitled only to stipulated damages pursuant to Article XV; and (ii) for any Event of Default after commencement of Commercial Operation of the Selected Project (or any portion thereof), if NYSERDA elects not to suspend performance of its obligations and Seller Transfers ORECs to NYSERDA, NYSERDA shall be obligated to accept such ORECs and pay for such ORECs in accordance with this Agreement.

Section 13.03. Specific Performance. The Parties agree that, in the case of a default of Seller, irreparable damage would occur in the event that NYSERDA could not obtain ORECs pursuant to this Agreement from the date of such Event of Default in which Seller was the defaulting Party, and accordingly, each Party hereby agrees that NYSERDA shall be entitled to elect specific performance of this Agreement to compel the Transfer of all ORECs produced by the Selected Project following the date of any such an Event of Default in accordance with the terms hereof, including payment, together with any other remedy at law or equity available to NYSERDA in connection therewith, without the necessity of demonstrating the inadequacy of money damages. Notwithstanding the foregoing, for any Event of Default by Seller prior to the date of commencement of Commercial

Operations, NYSERDA shall be entitled only to stipulated damages pursuant to Article XV.

Article XIV

Termination

Section 14.01. Termination. This Agreement may be terminated:

- (a) at any time by either NYSERDA or Seller if: (i) an Event of Default occurs (and following the expiration of any applicable cure period), (ii) the Party seeking to terminate this Agreement hereunder is the non-defaulting Party, and (iii) the non-defaulting Party has not waived such Event of Default in writing;
- (b) at any time by the mutual written consent of Seller and NYSERDA;
- (c) at any time prior to Commercial Operation of the Selected Project by Seller upon an attestation from an appropriate representative of Seller that (i) the Selected Project is less than twenty-five percent (25%) constructed on an installed capacity basis, and (ii) Seller has relinquished any and all effort to further develop or construct the Selected Project;
- (d) by NYSERDA in the event it is found that the certification filed by Seller in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete; and
- (e) by NYSERDA in the event it is found that Seller made material misrepresentations in the certification filed by Seller in accordance with New York State Tax Law Section 5-a that were intentionally false when made.

Section 14.02. Effect of Termination. Except as otherwise set forth in Section 18.03 below, in the event of a termination of this Agreement as provided in Section 14.01 above, neither Party shall have any further right or obligation hereunder.

Section 14.03. Good Faith Negotiation. Both Parties agree that, should any dispute arise during the term of this Agreement, the Parties will make a good faith, though non-binding effort to reconcile any difference or dispute before the filing of an action in any court.

Section 14.04. Damages. Neither Party shall be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages arising from the breach of this Agreement; provided, however, that nothing in this Section 14.04 shall limit (i) Seller's obligations under Section 11.01 of this Agreement, or (ii) either Party's liability for fraud.

Section 14.05. No Recourse. The Parties agree that their obligations arising under (or relating to) this Agreement shall be without recourse to any member, unitholder, director, officer, shareholder, authorized representative or partner of either Party, any controlling person thereof, or any successor of any such member, unitholder, director, officer, shareholder, authorized representative, partner or controlling Person (each a member of the "Extended Group"); and no member of the Extended Group shall have any liability in such capacity for the obligations of either Party; provided, however, that notwithstanding the foregoing, nothing in this Section 14.05 shall negate, excuse, limit, reduce, or otherwise affect (a) the obligations and liability of any member of the Extended Group under any guaranty executed by such member of the Extended Group pursuant to Section 15.05 below; or (b)

NYSERDA's right and ability to pursue, enforce, and obtain any and all remedies and relief against any member of the Extended Group under any guaranty executed by such member of the Extended Group pursuant to Section 15.05 below. The Parties reserve the right to modify or terminate this Agreement without the consent of any member of the Extended Group.

Article XV

Contract Security

Section 15.01. Initial Contract Security. No more than five (5) Business Days after the Effective Date, unless otherwise agreed to by NYSERDA, Seller must provide Contract Security, in the form of cash, certified funds, a Letter of Credit conforming to the requirements of Section 15.03, or an Acceptable Guaranty conforming to the requirements of Section 15.05, in an amount equal to \$64,400,000, representing (i) the product of the Offer Capacity (in MW) and forty thousand dollars (\$40,000) plus (ii) an additional \$30,800,000 representing the amount of contract security that was previously provided pursuant to the Terminated PSA. Seller may provide the Contract Security through any combination of the forms set forth in the preceding sentence.

Section 15.02. Additional Contract Security. Seller shall provide additional Contract Security in an amount equal to the product of the Uncompleted Offer Capacity (in MW) (less any Offer Capacity Reduction as defined in Section 15.07(b)) and twenty-thousand dollars (\$20,000) on or before January 1, 2025. Every twelve (12) months thereafter, Seller shall provide incremental additional Contract Security in an amount equal to the product of the Uncompleted Offer Capacity (in MW) (less any Offer Capacity Reduction as defined in Section 15.07(b)) and ten-thousand dollars (\$10,000), until such time as the Operational Installed Capacity equals or exceeds the product of 0.95 and the Offer Capacity (less any Offer Capacity Reduction as defined in Section 15.07(b)). If prior to the time additional Contract Security is due NYSERDA, in its sole discretion, confirms in writing that in the time period following Seller's prior provision of Contract Security Seller has provided information to NYSERDA in a timely and responsive manner and has otherwise performed at a high standard, the amount of additional Contract Security required at that time shall be reduce by ten percent (10%).

Section 15.03. Letter of Credit. Any Letter of Credit shall be a clean, unconditional and irrevocable standby letter of credit in favor of NYSERDA as beneficiary, issued for direct payment by a bank that is either (a) a member of the New York Clearinghouse Association or (b) holds a credit rating of A or better by Standard and Poor's, A or better by Fitch, or A2 or better by Moody's, and is a United States bank, or a United States branch of a foreign bank, with a New York branch preferred. Such letter of credit shall be substantially in the form of the letter of credit attached hereto as Exhibit B ("Letter of Credit"), in a face amount that, either individually or in combination with another form of Contract Security under Section 15.01, is equal to the Contract Security amount, and which Letter of Credit shall provide that the issuing bank will pay to NYSERDA amounts in aggregate up to that same face amount upon presentation of only the Sight Draft in the amount to be drawn and the Payment Certificate, in the form of Annex A and Annex B, respectively, to such Letter of Credit, and have an expiration date not shorter than one (1) year together with an automatic renewal provision. At any time prior to NYSERDA drawing on the Letter of Credit, Seller shall be permitted to substitute the Letter of Credit with a Letter of Credit from another bank that is either (i) a member of the New York Clearinghouse Association or (ii) holds a credit rating of A or better by Standard and Poor's, A or better by Fitch, or A2 or better by Moody's, and is a United States bank, or a United States branch of

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a foreign bank, with a New York branch preferred; *provided* that the substitute Letter of Credit is substantially in the form of Exhibit B and for the same face amount as the Letter of Credit it is replacing. Should the Operational Installed Capacity be less than the product of 0.95 multiplied by the Offer Capacity by a date thirty (30) days prior to the expiration date of the Letter of Credit, and Seller not having provided NYSERDA or arranged with NYSERDA to provide a substitute Letter of Credit prior to such expiration, NYSERDA shall be thereupon entitled to draw on the Letter of Credit for the full amount then outstanding and the funds received shall be held by NYSERDA until a substitute Letter of Credit has been provided, or for application against subsequent obligations of Seller.

Section 15.04. Replacement Letter of Credit. Any assignee within Article VIII of this Agreement shall, simultaneously with its assignment becoming effective, deliver to NYSERDA a replacement Letter of Credit meeting the requirements of this Article, and NYSERDA shall, within twenty (20) Business Days after receipt of a compliant replacement Letter of Credit, return the original Letter of Credit to Seller. Upon the failure of an assignee to deliver a compliant replacement Letter of Credit to NYSERDA simultaneously with its assignment becoming effective, NYSERDA shall be thereupon entitled to draw on the Letter of Credit for the full amount then outstanding and the funds received shall be held by NYSERDA for application against subsequent obligations of Seller and/or the assignee under this Agreement.

Section 15.05. Acceptable Guaranty. Seller may fulfill the requirements of Sections 15.01 and Section 15.02 through one or more Acceptable Guaranties. If at any time a guaranty provided under this Section 15.05 ceases to be an Acceptable Guaranty, Seller shall provide to NYSERDA replacement Contract Security in the form of cash, certified funds, a substitute Acceptable Guaranty, or Letters of Credit conforming to the requirements of Section 15.01 and Section 15.03 within five (5) Business Days.

Section 15.06. Refund of Security. Amounts required by Seller as Contract Security will be reduced and refunded by NYSERDA to Seller as follows:

- (a) In their entirety, within thirty (30) Business Days of NYSERDA's receipt of an Independent Engineer's report (which may be the same report submitted for purposes of Section 2.01(c) of this Agreement) demonstrating that the Operational Installed Capacity equals or exceeds the product of 0.95 and the Offer Capacity.
- (b) On a prorated basis, expressed as a fraction of the Contract Security equal to the Operational Installed Capacity divided by the product of 0.95 and the Offer Capacity, within thirty (30) Business Days of NYSERDA's receipt of an attestation from the appropriate representative of Seller that the Operational Installed Capacity is greater than zero and less than the product of 0.95 and the Offer Capacity. For clarity, the cumulative total amount of Contract Security returned to Seller under this Section 15.06(b) at any point in time shall not exceed the amount equal to the Contract Security multiplied by the Operational Installed Capacity at that point in time divided by the product of 0.95 and the Offer Capacity.

Section 15.07. Retention of Security. Amounts provided by Seller as Contract Security and not refunded pursuant to Section 15.06 above will be retained by NYSERDA as follows:

- (a) In their entirety, (i) upon termination of this Agreement under Section 14.01(a) of this Agreement due to the occurrence of a Seller Event of Default if such Event of Default remains uncured after the expiration of the applicable cure period, or (ii) upon termination under

Section 14.01(c);

- (b) On a prorated basis if either, (i) Seller notifies NYSERDA in writing that Seller intends to build the Selected Project such that, within twelve (12) months of commencement of the Contract Delivery Term (unless such period is extended under Section 15.07(c)), the Operational Installed Capacity will be less than the product of 0.95 and the Offer Capacity (such amount by which the Operational Installed Capacity is less than ninety-five percent (95%) of the Offer Capacity being the “Offer Capacity Reduction”) or (ii) the Operational Installed Capacity has not exceeded the product of 0.95 and the Offer Capacity within twelve (12) months after commencement of the Contract Delivery Term (unless such period is extended under Section 15.07(c)). The amount that will be retained, expressed as a fraction of the total Contract Security held by NYSERDA as of the date of such notification or after the expiration of such twelve (12) month period, as applicable, shall equal the Offer Capacity Reduction divided by the Offer Capacity. In the event that Seller has provided the Contract Security in the form of a Letter of Credit or an Acceptable Guaranty, NYSERDA shall be entitled to draw on the Letter of Credit or obtain payment under the Acceptable Guaranty, respectively, for the prorated amount of the Contract Security calculated in accordance with this Section 15.07(b) either as of the date of Seller’s written notification to NYSERDA of Seller’s intent in respect of the Offer Capacity Reduction or at any time after the expiration of the twelve (12) month period described above; and
- (c) If, after Commercial Operation, construction of the Selected Project is delayed such that the Operational Installed Capacity will not exceed the product of 0.95 and the Offer Capacity by the end of the twelve (12) month period described in Section 15.07(b), Seller shall notify NYSERDA of such circumstance and the reasons for such delay. If the delay is due to circumstances beyond Seller’s reasonable control, NYSERDA may extend the twelve (12) month period described in Section 15.07(b) (with such extension not to be unreasonably withheld, conditioned, or delayed).

Section 15.08. Stipulated Damages. NYSERDA and Seller hereby agree, acknowledge and stipulate that NYSERDA’s retention of amounts provided by Seller as Contract Security pursuant to this Article XV, in the proportions stated within this Article, is fair and reasonable under the circumstances and in light of the uncertainty and inability to quantify adequately the harm that would result to NYSERDA as a result of the events that permit NYSERDA to retain such amounts of the Contract Security.

Section 15.09. Failure to Extend BOEM Lease. In the event that the Contract Delivery Term exceeds the duration of Seller’s offshore wind lease issued by BOEM, Seller shall use commercially reasonable efforts to seek an extension of the lease as necessary to allow the Seller to fulfill its obligations under this Agreement. If Seller is unable, wholly or in part, to perform its obligations under this Agreement due to expiration of the operations term of such lease or denial of its extension request, such non-performance shall be excused. Seller shall not be liable for any losses or damages arising out of a failure to perform that occurs due to expiration of the operations term of its offshore wind lease.

Article XVI

Force Majeure

Section 16.01. Force Majeure Defined. “Force Majeure” means an event or circumstance that was not reasonably anticipated as of the Effective Date: (a) that was not within the control of the Party claiming its occurrence; (b) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (c) that directly prohibits or prevents such Party from performing its obligations under this Agreement. For avoidance of doubt, to the extent meeting the foregoing requirements, examples of events that may constitute Force Majeure include: acts of God, an act or threatened act of the public enemy, war (imminent, declared or otherwise), blockade, accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to, or adjuncts of, shipping or navigation, perils of the sea, air crash, shipwreck, train wrecks or other failures or delays of transportation, nuclear emergency, radioactive contamination, cyber-attack, ionizing radiation, release of hazardous waste or materials, sabotage, terrorist acts, invasion, insurrection, riot, non-site specific industrial disturbance by a union or organized labor (including any non-site specific strike or boycott), fire, flood, lightning, earthquake, hurricane, tornado, waves or winds of extreme force, access to the Selected Project being limited due to weather or sea state conditions, extreme accumulation of snow or ice, naturally occurring epidemic, explosion or any similar cataclysmic occurrence, acts, inaction or restraints of a governmental authority (which do not constitute a change in Applicable Law falling within the scope of Section 4.07 of this Agreement) which temporarily or permanently prevent required performance under this Agreement, including limitations on the scheduling of Selected Project installation and maintenance directly arising out of or resulting from such Force Majeure or unavailability of NYGATS.

Under no circumstances shall Force Majeure include (w) any full or partial curtailment in the electric output of the Selected Project that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such curtailment or mishap would otherwise qualify as a Force Majeure, (x) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, or (y) any occurrence or event that was caused by or contributed to by the Party claiming the Force Majeure. In addition, a delay or inability to perform attributable to a Party’s lack of preparation, a Party’s failure to timely obtain and maintain all necessary permits or qualifications, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure or be the basis for a claim of Force Majeure.

Section 16.02. Effect of Force Majeure. If either Party is unable, wholly or in part, by Force Majeure to perform obligations under this Agreement, such performance shall be excused and suspended so long as the circumstances that give rise to such inability exist or would exist if the Party claiming the Force Majeure used commercially reasonable efforts to cure such circumstances, but for no longer period. The Party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. Such inability shall be promptly corrected to the extent it may be corrected through the exercise of commercially reasonable due diligence. Neither Party shall be liable for any losses or damages arising out of a suspension of

performance that occurs because of Force Majeure.

Article XVII

Compliance with Certain Laws

Section 17.01. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed in New York State without regard to its conflicts of laws principles. The Parties irrevocably acknowledge and accept that all actions arising under or relating to this Agreement, and the transactions contemplated hereby and thereby, shall be brought exclusively in a United States District Court or New York State Court located in Albany, New York having subject matter jurisdiction over such matters, and each of the Parties hereby consents to and accepts such personal jurisdiction of, and waives any objection as to the laying of venue in, such courts for purposes of such action.

Section 17.02. Laws of the State of New York. Seller shall comply with all of the requirements set forth in Exhibit A hereto.

Section 17.03. All Legal Provisions Deemed Included. It is the intent and understanding of Seller and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or Seller, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions. In such event, the Parties shall negotiate such amendment in good faith with the intent that such amendment reflects, as closely as possible, the terms and conditions of this Agreement in effect prior to such amendment; provided that such amendment shall not in any event alter (a) the purchase and sale obligations of the Parties pursuant to this Agreement, or (b) the pricing and payment provisions of this Agreement.

Section 17.04. Permits and Approvals. Seller will comply with all Applicable Law that may in any material way affect the performance of this Agreement. Seller shall be responsible to obtain all applicable permits and regulatory approvals that may be required in order to develop and/or operate the Selected Project over the duration of the Contract Delivery Term, and NYSERDA's obligations to purchase ORECs is conditional on Seller's acquisition of such permits and approvals. Nothing in this Agreement in any way replaces or modifies the necessity or applicability of any permit or approval process. Seller shall provide prompt notice to NYSERDA of the initiation of any criminal or regulatory investigation, hearing, proceeding, or review process ("Process") by any Federal or State entity regarding any actual or alleged violation of any permit or approval obtained or applied for with respect to the Selected Project, as well as of any modification, penalty and/or fine that may be imposed or occur as a result of such a Process or violation.

Section 17.05. Other Legal Requirements. The references to particular laws of the State of New York in this Article and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of each Party to comply with all legal requirements.

Article XVIII

Additional Provisions

Section 18.01. Forward Contract. Each Party represents and warrants to the other that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code, that this Agreement is a “forward contract” within the meaning of the United States Bankruptcy Code, and that the remedies identified in this Agreement shall be “contractual rights” as provided for in 11 U.S.C. § 556 as that provision may be amended from time to time.

Section 18.02. Taxes/Costs. Seller shall be responsible for and obligated to pay all present and future taxes, fees, levies and costs that may be assessed by any entity including but not limited to NYGATS with respect to Seller’s provision of ORECs to NYSERDA, or with respect to the measurement, tracking, and verification and participation in NYGATS necessary for the creation and Transfer of the ORECs and/or the energy with which they are associated, into the NYSERDA NYGATS account.

Section 18.03. Term. Unless terminated earlier under this Article, this Agreement shall expire upon the expiration of the Contract Delivery Term. Upon such date or upon earlier termination of this Agreement under Article XIV, neither Party shall have any further obligation to the other, except that Article I, Sections 2.02, 2.03, 5.01, 7.01, 11.01, 11.02, 14.02, 15.06, 17.01, 18.03, 18.04, 19.01, 19.02, 20.01, 21.02, 21.03, 21.04, and all payment obligations under Article IV shall survive.

Section 18.04. Waiver. Either Party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. No provision of this Agreement will be deemed to have been waived unless the waiver is in writing; no delay by either Party in exercising its rights hereunder, including the right to terminate this Agreement, shall be deemed to constitute or evidence any waiver by such Party of any right hereunder. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing Party may otherwise have at law or in equity or by statute.

Section 18.05. Independent Contractor. The status of Seller under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Seller and its respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers’ compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. Nothing in this Agreement shall be construed as creating a partnership, joint venture or other relationship between NYSERDA and Seller for any reason.

Section 18.06. Severability. Without limiting the terms of Section 4.01, if any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as will enable it to be enforced.

Section 18.07. Seller Expense. Seller shall, at its own expense, make all arrangements necessary to: (a) register the Selected Project and Transfer ORECs to the NYSERDA NYGATS Account, and (b) interconnect the Selected Project and comply with the electricity delivery requirements set out in Article III. This requirement encompasses Seller's purchasing or arranging for all services including, without limitation, transmission, ancillary services, any control area services, line losses and transaction fees necessary to deliver energy to the New York Control Area, in accordance with all rules and protocols of the NYISO, throughout the Contract Delivery Term. NYSERDA shall, at its own expense, make all arrangements necessary to accept the Transfer of ORECs pursuant to this Agreement, and shall be responsible for any applicable fees or charges incident to the purchase or subsequent sale of ORECs to third parties.

Section 18.08. Environmental Disclosure. The Parties agree that, at the time of the execution of this Agreement, New York employs NYGATS for the tracking, registration, and trading of generation attributes, including renewable or environmental attributes or credits, and that NYGATS will be used by the New York State Department of Public Service to accomplish verification of the transactions consummated hereunder as part of the New York State Environmental Disclosure Rules.

Section 18.09. No Third Party Beneficiaries. Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in any persons not party to this Agreement.

Section 18.10. Prevailing Wage. Although this is not a public work covered by NYS Labor Law Article 8, and unless otherwise provided in a PLA covering the construction of the Selected Project, all laborers, workmen and mechanics (within the meaning of those terms under NYS Labor Law Article 8) performing construction activities within the United States (including federal waters) with respect to the Selected Project, including, but not limited to, the assembly, staging, installation, erection, and placement of the Selected Project and its electrical interconnection as well as those construction activities related to start-up and commissioning of the Selected Project, whether through long-term or short-term employment, must be paid wages and benefits in an amount not less than the prevailing rates that would be applicable in the area where the Selected Project construction activities occur. For construction activities occurring in New York, the prevailing rates shall be determined under NYS Labor Law § 220. For construction activities that occur outside of New York, the prevailing rates shall be determined under the prevailing wage law of the state in which the Selected Project construction activities occur that would be applicable to a public work. For construction activities in federal waters, the rates shall be those applicable at the location of the port or ports from which the laborers, workmen, or mechanics are based for purposes of that offshore work. For the avoidance of doubt, a laborer, workman, or mechanic will not be deemed to be based at a port due solely to his or her short-lived or incidental presence at, or transit through, the port (or state in which the port is located). Unless provided otherwise in any negotiated PLA, it is generally expected that covered construction, for the purpose of this Section, will include United States-based offsite fabrication traditionally performed on-site by construction craft when that fabrication produces items specifically designed for construction of the Selected Project, fabrication occurs off-site for the convenience of the contractor, and the fabrication is part of a single integrated construction process. This requirement applies (unless otherwise provided in a PLA covering the construction of the

Selected Project): (1) to all laborers, workmen and mechanics performing construction activities, whether direct employees of the Seller or of Seller's subcontractor(s), and (2) regardless of whether or not such employment was claimed as an Economic Benefit in its Proposal.

Section 18.11. Project Labor Agreement.

- (a) Unless extended by NYSERDA, Seller shall, no later than thirty (30) days after the Effective Date of this Agreement, present to NYSERDA for its review a plan outlining its intentions with respect to the negotiation of one or more PLAs to cover all construction activities within the United States (including in federal waters) on the Selected Project. NYSERDA should be kept reasonably apprised of negotiations as they proceed, and NYSERDA shall have the right to have one or more representatives attend negotiation sessions as it determines is in its best interests. A final form of each PLA, agreed to by Seller and the trades, consistent with the description in Exhibit J to this Agreement shall be presented to NYSERDA for review and approval no later than one hundred eighty (180) days after BOEM's approval of the COP for the Selected Project (unless extended by NYSERDA, which request for extension shall not be unreasonably withheld, conditioned, or delayed).
- (b) NYSERDA may appoint a mediator of its own choosing who shall endeavor to assist the parties in their negotiations: (i) at any time upon mutual agreement of Seller and the trades; (ii) at the request of either Seller or the trades at any point after active negotiations on a PLA have been ongoing for no less than ninety (90) days; or (iii) at the request of either Seller or the trades at any point more than one hundred eighty (180) days after BOEM's approval of the COP for the Selected Project. In the event that mediation does not result in a final form of PLA agreed to by the Seller and the trades within three (3) months of the date that the mediator is appointed, NYSERDA shall determine whether the time for negotiations should be extended. In the event that NYSERDA decides not to extend the time for negotiation, NYSERDA may determine that, notwithstanding good faith efforts by Seller, satisfactory completion of PLA negotiations is no longer practicable.
- (c) NYSERDA's review of any agreed-upon final form of PLA will be based on the specific terms of the negotiated PLA and will take into account the best interests of NYSERDA with respect to the Selected Project, and the public it serves, and will include consideration of project viability, the cost-effectiveness of the PLA, and the need for timely completion of the Selected Project. NYSERDA will complete and provide the results of such review to Seller within thirty (30) days or the final form of PLA as presented shall be deemed approved. If NYSERDA disapproves the final form of PLA, NYSERDA will identify changes to the final form of PLA that would render it approvable, and Seller will promptly resume negotiations with the trades. No more than sixty (60) days after such disapproval, so long as Seller and the trades have negotiated in good faith during that period, NYSERDA will render a determination under Section 18.11(b) of this Agreement regarding whether satisfactory completion of PLA negotiations is no longer practicable.
- (d) Seller may appoint or delegate to a contractor or third party the authority to conduct negotiations and/or execute the PLA(s); however, the responsibility to comply with all the requirements of this Section 18.11 will remain with Seller.
- (e) Seller will be required to report quarterly on all eight items required in PLA(s), as described in Exhibit J, including the number of in-state jobs provided, MWBE and SDVOB

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employment statistics, education and apprenticeship programs, quantitative and qualitative data regarding engagement with, *inter alia*, New York labor groups which are reflective of ongoing compliance with the PLA(s).

(f) In accordance with this Section 18.11, the Parties acknowledge and agree, the following PLAs have already been approved by NYSERDA:

- The Sunrise Wind National Offshore Wind Agreement between Orsted North America Inc. and signatory unions covering offshore construction of the Selected Project.
- Riggs Distler / Greater Capital Region Building and Construction Trades Council PLA.
- Nassau and Suffolk Counties Building and Construction Trades Council PLA for Onshore Converter Station, Underground Electrical Duct Bank & Civil, Export Cable Installation and Interconnect Cable.
- Nassau and Suffolk Counties Building and Construction Trades Council PLA for 22 Research Way O&M Facility.

Section 18.11-a. Labor Peace Agreement. Pursuant to New York State Public Service Law 66-r (3), the Parties understand and agree that the owner of the Selected Project, or a third party acting on the Seller's behalf, will be obligated to enter into a labor peace agreement ("Labor Peace Agreement" or "LPA") with at least one bona fide labor organization either where such bona fide labor organization is actively representing employees providing necessary operations and maintenance services for the renewable energy system at the time of such agreement or upon notice by a bona fide labor organization that is attempting to represent employees who will provide necessary operations and maintenance services for the renewable energy system employed in the state. The Labor Peace Agreement will, at a minimum, protect the State of New York's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the construction or operation of the Selected Project. The Parties further understand and agree that, pursuant to and to the extent legally required by New York State Public Service Law 66-r (3), the maintenance of such a LPA shall be an ongoing material condition of any continuation of payments under this Agreement. Seller agrees to notify NYSERDA of any event triggering Seller's obligation under this Section, or an obligation under New York State Public Service Law § 66-r (3), within fifteen (15) Business Days of the occurrence of such an event. Within thirty (30) days after the occurrence of any event triggering Seller's obligation under this Section, Seller, as owner, shall submit to NYSERDA a confidential plan to complete negotiations with its counterparty under New York State Public Service Law § 66-r (3), which shall provide for the execution of an LPA within: (1) the later of (a) one hundred and twenty (120) days after the triggering event or (b) one hundred and twenty (120) days prior to Commercial Operation (unless extended with the consent of NYSERDA, which request for extension shall not be unreasonably withheld, conditioned, or delayed); or (2) sooner if required by Applicable Law.

Section 18.12. Outer Limit Date Extensions. The Outer Limit Date may be extended by up to two (2) years in the aggregate as a result of any of the following circumstances causing a delay of Commercial Operation beyond Seller's reasonable control:

- (a) Reserved;
- (b) Delays caused by third parties in completion of infrastructure required for the Selected Project to interconnect at the Delivery Point;
- (c) Actions taken by a permitting authority that affect the Selected Project but also apply to the offshore wind industry as a whole;
- (d) Action or inaction of the NYISO or an interconnecting transmission owner that delays the ability of the Selected Project to obtain interconnection service; and
- (e) Delays due to Force Majeure.

Article XIX

Notices, Entire Agreement, Amendment, Counterparts

Section 19.01. Notices.

- (a) All notices, requests, consents, approvals and other communications that may or are required to be given by either Party to the other under this Agreement shall be in writing and shall be transmitted either:
 - (1) via certified or registered United States mail, return receipt requested;
 - (2) by personal delivery;
 - (3) by expedited delivery service; or
 - (4) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the Parties may from time-to-time designate as set forth in paragraph (c) below:

To Seller: c/o Orsted North America Inc.
 Attn: Group Legal
 437 Madison Avenue
 Suite 1903
 New York, NY 10022
 email address: US_legal_notices@orsted.com

With copies to: Eversource Energy Service Company
 800 Boylston Street, 17th Floor
 Boston, MA 02199
 Attn: Deputy General Counsel
 email address: elizabeth.maldonado@eversource.com

Ørsted A/S
Nesa Allé 1
2820 Gentofte
Denmark
Attn: General Counsel

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email address: ANZHA@orsted.dk

To NYSERDA: NYSERDA
Attn: Office of the General Counsel
17 Columbia Circle
Albany, New York 12203-6399
email address: ceslegal@nyserda.ny.gov

With a copy to: NYSERDA
Attn: Large-Scale Renewables Director
17 Columbia Circle
Albany, New York 12203-6399
email address: offshorewind@nyserda.ny.gov

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt of an email acknowledgement of receipt.
- (c) The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to designate individuals mutually as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 19.02. Entire Agreement; Amendment. This Agreement, including the Exhibits and Schedules hereto, embodies the entire agreement and understanding between NYSERDA and Seller and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be amended, modified, changed, waived, discharged or terminated only by an instrument in writing, signed by the Party against which enforcement of such amendment, modification, change, waiver, discharge or termination is sought.

Section 19.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures for all purposes of this Agreement.

Article XX

Publicity

Section 20.01. Publicity. Seller and/or the Selected Project owner will collaborate with NYSERDA with regard to the preparation of any press release, public announcement, publication or media interview with respect to the Parties' entry into this Agreement or the subject matter thereof or which concerns NYSERDA or the Offshore Wind Standard program. To the extent applicable, in any such press release, public announcement publication, or media interview Seller and/or its employees shall credit NYSERDA and the funding participation of the Offshore Wind Standard program in the activities of the Selected Project. Seller may not represent that positions taken or advanced by Seller represent the opinion or position of NYSERDA, the PSC, or the State of New York.

Section 20.02. Publication of Agreement. Seller acknowledges that NYSERDA may file this Agreement publicly with the PSC or otherwise publish the Agreement. Prior to such publication, NYSERDA will redact any critical electric infrastructure information contained in the Agreement, including in the exhibits hereto, and will consider Seller's requests for the redaction of confidential business information; provided, however that NYSERDA shall not accept any such request to redact price information contained in this Agreement.

Article XXI

Confidentiality

Section 21.01. Seller Authorization. Seller may be required to authorize the direct transfer to NYSERDA by an energy market administrator or the operator of the transmission and/or distribution system into which the energy from the Selected Project is delivered of transactional and/or delivery information and data pertinent to the verification of attribute creation and electricity delivery, and thereby to waive confidentiality with respect to the disclosure of such information to NYSERDA. To the maximum extent allowed by law, NYSERDA shall treat any such information so received in accordance with the applicable confidentiality requirements of the energy market administrator or transmission operator.

Section 21.02. Freedom of Information Law. Seller acknowledges that NYSERDA is subject to and must comply with the requirements of New York's Freedom of Information Law ("FOIL"). See Public Officers' Law Article 6.

Section 21.03. Trade Secrets/Commercial Information. The FOIL (Public Officers Law § 87(2)(d)) provides an exception to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." If NYSERDA receives a request from a third party for information or a document received from Seller that has been marked "Confidential" or "Proprietary," NYSERDA will process such request under the procedures provided by NYSERDA's FOIL regulations. In connection with any such request, to the extent Seller marks its material as "Confidential" or "Proprietary", Seller agrees to provide NYSERDA with a full set of specific, proposed redactions of the applicable material along with Seller's justification for each proposed redaction. To the extent Seller fails to comply with the immediately preceding sentence, Seller consents to NYSERDA's


disclosure of the material in NYSERDA's sole discretion.

Section 21.04. Claim of Confidentiality. Information of any tangible form including any document that Seller wishes to be protected from disclosure to third parties, including any information provided as a part of a Proposal submitted in response to ORECRFP23-1, must be marked "Confidential" or "Proprietary" at the time such information is provided to NYSERDA. NYSERDA reserves the right to make public, after the fifth anniversary of the Contingent Award Notification Date, this Agreement, in its entirety or in part.

[Signature Page Follows]

The Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives.

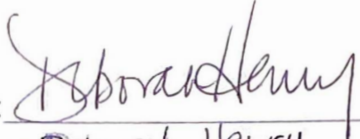
**NEW YORK STATE ENERGY
RESEARCH AND DEVELOPMENT
AUTHORITY:**

Doreen M.
By: Harris  Digitally signed by Doreen M.
Harris
Date: 2024.05.31 16:09:15
-04'00'

Name:
Title:
Date:

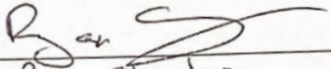
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SUNRISE WIND LLC:

By: 
Name: Deborah Henry
Title: Authorized Signatory
Date: 5/30/24

By: _____
Name:
Title:
Date:

SUNRISE WIND LLC:

By: 
Name: Ryan Chantors
Title: Authorized Signatory
Date: 5/30/2024

By: _____
Name:
Title:
Date:

**EXHIBITS TO OFFSHORE WIND RENEWABLE ENERGY CERTIFICATE
STANDARD FORM PURCHASE AND SALE AGREEMENT**

Exhibit A	Standard Terms and Conditions for all NYSERDA Agreements
Exhibit B	Form of Irrevocable Standby Letter of Credit
Exhibit C	NYSERDA Prompt Payment Policy
Exhibit D	Seller's Industry Growth Activity Commitments
Exhibit E	Fisheries Mitigation Plan
Exhibit F	Environmental Mitigation Plan
Exhibit G	Form of Guaranty
Exhibit H	Description of Selected Project
Exhibit I	Economic Benefits Claims and Verification
Exhibit J	Project Labor Agreement Requirements
Exhibit K	Progress Report Template
Exhibit L	Reserved
Exhibit M	New York Jobs and Workforce Plan
Exhibit N	Stakeholder Engagement Plan
Exhibit O	U.S. Iron and Steel Certification Form
Exhibit P	Reserved
Exhibit Q	Reserved
Exhibit R	Reserved
Exhibit S	Annual Operating Report
Exhibit T	Disadvantaged Community Benefits Guidance

EXHIBIT A

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSEDA of any NYSEDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." See Public Officers Law, § 87(2)(d). Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without

obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, Exhibit A shall control except in circumstances where the Agreement itself states that the Agreement controls in a particular circumstance.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway

Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a. Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b. Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c. Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT B
LETTER OF CREDIT

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE: _____, 20__

BENEFICIARY:
THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
17 COLUMBIA CIRCLE, ALBANY, NEW YORK 12203-6399

LADIES AND GENTLEMEN:

BY THE ORDER OF:
[SELLER]
[SELLER'S ADDRESS]

WE HEREBY ISSUE OUR IRREVOCABLE CREDIT NO: _____ IN YOUR FAVOR FOR THE ACCOUNT OF _____ (THE "SELLER") FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE [STATE IN WORDS] U.S. DOLLARS AVAILABLE BY YOUR DRAFTS AT SIGHT ON [INSERT NAME AND ADDRESS OF ISSUING BANK], NEW YORK, NEW YORK, USA, WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. YOUR SIGHT DRAFT DRAWN ON US IN THE FORM OF ANNEX A HERETO (THE "SIGHT DRAFT"); AND
2. A DATED PAYMENT CERTIFICATE PURPORTEDLY SIGNED BY A DULY AUTHORIZED OFFICER OF NYSEDA IN THE FORM OF ANNEX B HERETO (THE "PAYMENT CERTIFICATE").

MULTIPLE DRAWINGS ARE PERMITTED IN AMOUNTS NOT TO EXCEED, IN COMBINATION, THE AGGREGATE AMOUNT.

DRAWINGS PRESENTED BY FACSIMILE TO FACSIMILE NUMBER _____ ARE ACCEPTABLE; PROVIDED THAT SUCH FAX PRESENTATION IS RECEIVED ON OR BEFORE THE EXPIRY DATE ON THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, IT BEING UNDERSTOOD THAT ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT BE PRESENTED.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST YOUR PAYMENT CERTIFICATE AND SIGHT DRAFT PRESENTED IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT ON OR BEFORE 5:00 P.M., NEW YORK TIME, ON THE EXPIRATION DATE HEREOF. THIS LETTER OF CREDIT WILL EXPIRE ON [INSERT DATE] SUBJECT TO THE FOLLOWING SENTENCE. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE ADDITIONAL PERIODS OF 1 YEAR FROM ANY FUTURE EXPIRATION DATE HEREOF, WITHOUT AMENDMENT, UNLESS AT LEAST 90 DAYS PRIOR TO ANY SUCH EXPIRATION DATE WE NOTIFY YOU BY COURIER OR REGISTERED MAIL THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.

PAYMENT AGAINST CONFORMING DOCUMENTS PRESENTED UNDER THIS LETTER OF CREDIT SHALL BE MADE BY US AT OR BEFORE 5:00 P.M., NEW YORK TIME, ON THE SECOND (OR, IN THE CASE OF A PRESENTATION AFTER 10:30 A.M., NEW YORK TIME, THE THIRD) BANKING DAY AFTER PRESENTATION.

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

ALL PAYMENTS MADE BY US UNDER THIS LETTER OF CREDIT WILL BE MADE IN IMMEDIATELY AVAILABLE FUNDS AND WILL BE DISBURSED FROM OUR OWN FUNDS. IF REQUESTED BY YOU, PAYMENT UNDER THIS LETTER OF CREDIT MAY BE MADE BY WIRE TRANSFER OF FEDERAL RESERVE BANK OF NEW YORK FUNDS TO YOUR ACCOUNT IN A BANK ON THE FEDERAL RESERVE WIRE SYSTEM. BENEFICIARY'S BANK [INSERT NAME AND ACCOUNT NUMBER].

THIS LETTER OF CREDIT IS NOT TRANSFERABLE. ONLY YOU MAY MAKE ANY PAYMENT CERTIFICATE AND SIGHT DRAFT UNDER THIS LETTER OF CREDIT.

ANY SIGHT DRAFT DRAWN HEREUNDER MUST BE MARKED "DRAWN UNDER [INSERT NAME AND ADDRESS OF ISSUING BANK], STANDBY LETTER OF CREDIT NUMBER [INSERT] DATE [INSERT]."

ALL BANK CHARGES INCLUDING BUT NOT LIMITED TO, FEES OR COMMISSIONS, SHALL BE FOR APPLICANT'S ACCOUNT.

MISCELLANEOUS

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED OR TO WHICH IT RELATES (INCLUDING, WITHOUT LIMITATION, THE AGREEMENT) AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE HEREBY AGREE WITH YOU THAT EACH DULY COMPLETED PAYMENT CERTIFICATE AND SIGHT DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US ON OR BEFORE THE EXPIRY DATE. THE OBLIGATION OF [ISSUING BANK] UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF [ISSUING BANK] AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 600 (PROVIDED, HOWEVER, THAT DRAWINGS PERMITTED HEREUNDER SHALL NOT BE DEEMED TO BE DRAWINGS BY INSTALLMENTS WITHIN ARTICLE 32 OF THE UCP) AND AS TO MATTERS NOT GOVERNED BY THE UCP, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAW.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF OUR STANDBY LETTER OF CREDIT UNIT, INCLUDING THE LETTER OF CREDIT REFERENCE NUMBER AS IT APPEARS ABOVE.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, INDIVIDUALS, ENTITIES, AND VESSELS. OUR ENTITIES, INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.

[NAME AND ADDRESS OF ISSUING BANK]

AUTHORIZED SIGNATURE
OF OFFICER OF ISSUING BANK

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Annex A to Exhibit B - Irrevocable Standby Letter of Credit

SIGHT DRAFT

Letter of Credit No. _____

Date of Letter of Credit: _____

Date of Draft: _____

FOR VALUE RECEIVED

Pay on Demand to: THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT
AUTHORITY, U.S. _____ Dollars (U.S. \$_____). The amount of
this draft does not exceed the amount available to be drawn by the Beneficiary under the Letter of Credit.

Charge to account of [Name of Seller].

Drawn under [Name of Bank] Letter of Credit No. _____.

Payment by the bank pursuant to this drawing shall be made to _____, ABA
Number _____, Account Number _____, Attention:
_____, Re: _____.

To: [Issuing Bank]
[Address]
Attention: _____

As Beneficiary

By: _____
[Name and Title]

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Annex B to Exhibit B - Irrevocable Standby Letter of Credit

PAYMENT CERTIFICATE

To:
[Issuing Bank]
[Address]

Re: Irrevocable Standby Letter of Credit No: _____ [Insert]

The undersigned, a duly authorized officer of the undersigned Beneficiary, hereby certifies to [Issuing Bank], with reference to the Irrevocable Standby Letter of Credit No: [Insert] (“Letter of Credit”), that Seller, having provided the Letter of Credit to the New York State Energy Research and Development Authority (“NYSERDA”) as Security for performance under NYSEDA Agreement No. _____ (“Agreement”) in the aggregate amount of \$ _____, (“Letter of Credit Amount”) either [check the appropriate space]:

_____ Seller failed to provide and maintain contract security in the manner required by Article XV of Agreement, under which circumstance NYSEDA is authorized and entitled to draw an amount equal to one-hundred (100) percent of the Letter of Credit Amount.

_____ The Agreement has been terminated prior to Commercial Operation; under which circumstance NYSEDA is authorized and entitled to draw an amount equal to one-hundred (100) percent of the Letter of Credit Amount.

_____ Seller failed to provide to NYSEDA proof that the system reliability impact study was accepted by the NYISO Transmission Planning Advisory Subcommittee within the timeline prescribed by Section 13.01(e) of the Agreement.

_____ Seller failed to submit its Construction and Operations Plan to the Bureau of Ocean Energy Management within the U.S. Department of the Interior within the timeline prescribed by Section 13.01(f) of the Agreement.

_____ The Operational Installed Capacity is less than 95% of the Offer Capacity or Seller has notified NYSEDA in writing that Seller intends to build the Selected Project such that, once complete, the Operational Installed Capacity will be less than 95% of the Offer Capacity; under either which circumstance, NYSEDA is authorized to draw a percentage of the Letter of Credit Amount, such percentage will be equal to 95% of the Offer Capacity minus the actual or intended Operational Installed Capacity, divided by the Offer Capacity.

_____ Seller failed to submit its certificate application to the New York Public Service Commission within the timeline prescribed by Section 13.01(i) of the Agreement.

_____ Seller has assigned its rights under the Agreement and the assignee has not delivered to the undersigned Beneficiary a replacement letter of credit satisfying the requirements of the Agreement; under which circumstance NYSEDA is authorized and entitled to draw an amount equal to one-hundred (100) percent of the Letter of Credit Amount;

_____ the Letter of Credit is currently set to expire within thirty (30) days and the Seller has not made arrangements acceptable to the undersigned Beneficiary to provide a substitute letter of credit prior to such expiration; under which circumstance NYSEDA is authorized and entitled to draw an amount equal to one-hundred (100) percent of the Letter of Credit Amount.

The terms used herein which are not specifically defined herein are defined in the Letter of Credit or the Agreement, referenced above.

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this payment Certificate as of the ____ day of _____.

As Beneficiary

By: _____
[Name and Title]

EXHIBIT C

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability.

(a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.⁹

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

⁹ This is only a summary; the full text of Part 504 can be accessed at: <https://www.nyserda.ny.gov/About/New-York-State-Regulations>.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(g)(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the

inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Article XIX of this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

EXHIBIT D
SELLER'S INDUSTRY GROWTH ACTIVITY COMMITMENTS

Seller's Industry Growth Activities have provided, and will continue to provide, opportunities for New York State supply chain, workforce, and research and development.

1. Business Engagement Plan

In connection with the construction and operation of the Selected Project, Seller will continue to engage New York State businesses to further seed the New York supply chain for the offshore industry.

Supplier Events

Seller will require Orsted Wind Power North America LLC, an Affiliate of Seller that will operate and maintain the Selected Project, or its successor operator (the "O&M Provider") to host and participate in a supplier forum for New York State Firms focused on the operation phase of the Selected Project ("O&M Supplier Forum"). This O&M Supplier Forum will be organized to account for the activities of the O&M Provider at the operation and maintenance ("O&M") base established at 22 Research Way in Suffolk County, Long Island, New York to serve the Selected Project and affiliated offshore wind projects. The O&M Supplier Forum will also include services required by the operator of the Selected Project's service operations vessel(s). This forum will identify potentially available scopes of work in which New York State Firms can support the O&M of the Selected Project. In addition, the O&M Supplier Forum will include informational sessions held by the O&M Provider (will be an Affiliate of Seller) and where relevant include primary component manufacturers for New York manufacturing firms seeking to learn more about the requirements to provide parts, what components could benefit from local refurbishment or remanufacturing and what components could be free issue items that could be provided locally.

To foster the engagement with MWBE, SDVOB and New York State Firms located in Disadvantaged Communities regarding the opportunities to work in the offshore wind industry, Seller will target holding this O&M Supplier Forum in a Disadvantaged Community. The O&M Supplier Forum will be coordinated with NYSERDA and stakeholders to promote and support offshore wind supply chain opportunities within New York.

Seller also will participate in NYSERDA-led supplier forums as reasonably requested by NYSERDA.

Identification of Applicable New York State Firms

Seller will identify New York State Firms with the applicable experience by providing to Empire State Development (ESD) and the New York State Energy Research and Development Authority (NYSERDA) a confidential detailed description of all services, regardless of contract status or framework agreements, expected to be used in connection with the O&M of the Selected Project, and requesting that ESD provide access to contact information of New York State Firms registered or otherwise qualified to provide such services—including registered small businesses, MWBEs and SDVOBs.

Seller will use several different procurement approaches after the Effective Date in order to develop the New York supplier market (including the flow-down requirements described below). That can involve a typical

competitive approach (through solicitation of proposals), but also a collaborative supplier approach which can be necessary to incentivize key suppliers to invest or partner up with local New York state suppliers. Framework/master agreements also will be used when appropriate based on the Selected Project's schedule and the scope of work (including adherence to quality standards established through past relationships).

In compliance with its obligations under Sections 12.11 and 12.17 of this Agreement, Seller also will consult the New York Offshore Wind Supply Chain Database to identify New York State Firms to source and procure (to the extent not excluded below) components, materials, equipment, spare parts and other items necessary to O&M the Selected Project from supply chain and manufacturing facilities located in New York State. Although Seller has contracted nearly all required construction services for the Selected Project, Seller will continue to consult (and require its Major Suppliers to consult) the New York Offshore Wind Supply Chain Database for any opportunities arising during construction that are not already under subcontract.

Additionally, [REDACTED] in fulfillment of its obligations under Section 12.17 of this Agreement, Seller will, and will cause its Major Suppliers (for supplier opportunities that arise during construction after the Effective Date) and the O&M Provider to each communicate to MWBE and SDVOB using the [MWBE Certified Database maintained by Empire State Development \(ESD\)](#) and the [Directory of New York State Certified Service-Disabled Veteran Owned Business \(SDVOB\)](#) maintained by the Office of General Services (OGS).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

█ [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Reporting

In its first report issued under Section 6.02 of this Agreement, Seller will confirm:

- (a) the contracts that were entered before the Effective Date with respect to the construction of the Selected Project;

█ [REDACTED]

█ [REDACTED]

- (d) a preliminary list of any remaining work on the Selected Project not under contract or subject to a pending solicitation that Seller or one of its Major Suppliers intends to communicate to New York State Firms consistent with the scope of opportunities set forth in this Exhibit D. That initial report will include, for each package:

- i. The expected scope of work; and

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- ii. The status of the procurement process (including, if applicable, confirmation that the then anticipated awarded contract value is expected to equal or exceed \$1 million).

When the procurement process for any scope of work on such preliminary list has progressed to the point of communicating such opportunity to New York State Firms, then each report issued under Section 6.02 of this Agreement (including the first report, if applicable) will include for such package:

- A. Evidence that New York State Firms have been made aware of the opportunity;
- B. The names of New York State Firms invited to tender; and
- C. To the extent expressly authorized to be released to NYSERDA by a New York State Firm, the response from such New York State Firm invited to tender as to their interest in participating and reasoning why or why not.

Seller also will report on New York State Supplier Opportunity activities under this Exhibit D as a part of the progress reports to be provided under Section 6.02 of this Agreement.

2. Workforce Development Plan

Seller's New York Jobs and Workforce Plan (Exhibit M of this Agreement) represents the continuation of a comprehensive approach by the Seller's organization to engage New York State labor in the development, construction, and operation of the Selected Project.

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EXHIBIT E

Fisheries Mitigation Plan for Sunrise Wind Version 2.1

Prepared pursuant to Agreement No. 231327, May __, 2024
with

New York State Energy Research and Development Authority
Albany, NY

Prepared by
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**Sunrise
Wind** | Powered by
Ørsted &
Eversource

May __, 2024

Record of Revision		
Revision Date	Description of changes	Revision on pages
December 01, 2020	2.0 Original Issue: No Changes	[page(s)]
August 2021	2.1	All Pages
April 2024	3.0 Update based on new format included in ORECRFP23-1	All Pages

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Communication Officers, Contact Information, Links		
Name/Title	Role	Contact Information
Ed LeBlanc Marine Affairs Manager- Northeast	Lead for marine stakeholder communications and fisheries department; F-TWG attendee	Phone: 978-447-2737 Email: EDWLE@orsted.com
Ross Pearsall Fisheries Relations Manager	Lead for marine stakeholder communications and fisheries department; F-TWG attendee	Phone: 857-278-2442 Email: ROSPE@orsted.com
Julia Prince NY/CT Fisheries Liaison	Collect data about the structure of fishing communities associated with the Project area.	Phone: 857-348-3263 Email: JULPR@orsted.com
Chris Sarro MA/RI Fisheries Liaison	Collect data about the structure of fishing communities associated with the Project area.	Phone: 857-276-1332 Email: CHSAR@orsted.com
Paul Farnham (NY)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	paulfarnham1@gmail.com
Sid Holbrook (CT)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	sidholbrook@gmail.com
Massachusetts Lobstermen Association (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	beth.casoni@lobstermen.com
Martha's Vineyard Fishermen Preservation Trust (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	shelley.edmundson@gmail.com
New Bedford Port Authority (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Pamela.Lafreniere@newbedford-ma.gov
Rodman Sykes (RI)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	crfisheries@gmail.com

Links to project information:

Project website: <https://sunrisewindny.com/>

Fisheries website: <https://us.orsted.com/Mariners>

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1. Fisheries Mitigation Plan Summary

1.1. Overall philosophy and principles

This section should describe the overall philosophy and principles the developer will follow to avoid, minimize, restore, and off-set potential fisheries impacts.

- Sunrise Wind is committed to maintaining a strong working relationship with all commercial and recreational fishermen who may be affected by a wind farm or wind farm activities in and around a lease area. Sunrise wind believes that good communication is essential to creating understanding between those who provide food for our tables and those who provide electricity for our homes. While not all conflicts can be resolved through communication alone, open and honest interaction helps to manage conflicts when they arise and identify ways to avoid or mitigate impacts that may occur.
- Communications, coordination, collaboration, and coexistence are the core principles of Sunrise Wind's fisheries engagement philosophy.

1.2. Overall approach to incorporating data and stakeholder feedback

This section should describe how the developer will use research, data, and stakeholder feedback to update the FMP and support decision-making throughout the life cycle of the project (pre-construction, surveys, site design, construction, operations, and decommissioning).

- Sunrise Wind shall seek consultation and coordinate with relevant stakeholders.
- Sunrise Wind shall review existing research and data and seek input from stakeholders regarding data gaps to inform decisions made throughout the Project life cycle.
- Sunrise Wind shall review and seek input from stakeholders on proposed and conducted survey rationales and methodologies as well as design, construction and operation, and decommissioning plans for the Project.
- To the extent that the timeline allows, pre- and post-construction monitoring shall be designed to improve the understanding of impacts of offshore wind energy development and operations on fisheries.

Sunrise Wind provides the following additional information related to overall approach to incorporating data and stakeholder feedback:

- Sunrise Wind has and will continue to build sustainable working relationships with stakeholders throughout the phases of the Project – with a focus on meaningful engagement that produces mutual benefits;
- Sunrise Wind will adopt a collaborative science approach with the fishing industry throughout all phases of the Project and share non-proprietary research and information;
- Sunrise Wind has and will continue to engage and listen to representatives of the many different types of fishing activities that take place in the Project area;
- Sunrise Wind will aim, where possible, to mitigate and reduce potential impacts to fishing activities;
- Sunrise Wind has and will continue to share relevant information about the proposed activities that could affect the fishing industry and coordinate activities with a view to minimizing impacts on fishermen;

- Sunrise Wind has and will continue to seek input from Fisheries Representatives and Liaisons and other industry organizations to continually improve coordination with commercial and recreational fishermen of all gear types;
- Sunrise Wind has and will continue to strive to fairly and quickly resolve conflicts between the Project and individual fishermen; and

1.3. Existing guidance and best practices that will be followed

This section should present a list of existing guidance documents, publications, tools, and/or plans that will be followed to support the FMP. Include links, if available, for all references.

- Sunrise Wind will follow the “Fisheries Communication and Outreach Plan” developed by Ørsted. This plan guides engagement and feedback with the commercial and recreational fishing community.
 - <https://us.ørsted.com/wind-projects/mariners>
 - [A Sunrise Wind-specific Fisheries Outreach and Communication Plan has also been submitted with the SRW COP as Appendix B.](#)
- Sunrise Wind will implement mitigation strategies as discussed in:
 - Bureau of Ocean Energy Management (BOEM) Guidelines for Providing Information on Fisheries Social and Economic Conditions for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 Code of Federal Regulations (CFR) Part 585.
 - <https://www.boem.gov/Social-and-Economic-Conditions-Fishery-Communication-Guidelines/>
 - Development of Mitigation Measures to Address Potential Use Conflicts between Commercial Wind Energy Lessees/Grantees and Commercial Fishermen on the Atlantic Outer Continental Shelf Report on Best Management Practices and Mitigation Measures: A final report for the U.S. Department of the Interior, Bureau of Ocean Energy Management, Office of Renewal Energy Programs, Herndon, VA. OCS Study BOEM
 - <https://www.boem.gov/OCS-Study-BOEM-2014-654/>
- Sunrise Wind will seek input from the New York State Fisheries Technical Working Group (NYSERDA 2019) pursuant to Section 12.04 of the Agreement.
 - <https://nyfisheriestwg.ene.com/>

2. Communications and Collaboration Approach

2.1. Overview and communication plan objectives

This section should provide an overview of the communication plan and objectives and its importance in fisheries mitigation.

- Sunrise Wind shall seek methods and processes to allow for a two-way flow of information between key stakeholders and developers, highlighting how feedback informs their decision making.
- Sunrise Wind shall provide updates to the fishing industry stakeholders in an appropriate manner that is easily accessed and widely distributed.
- Sunrise Wind shall seek collaboration with the fishing industry to use technical applications to enhance communication and coordination for all on-water activities.

Sunrise Wind provides the following additional information related to communication plan objectives:

- It is the goal of Sunrise Wind is to establish a “good neighbor” working relationship with commercial and recreational fisheries operating in and near our projects. The Ørsted “Fisheries Outreach and Communication Plan” (linked in Section 1.3) outlines how the Sunrise team seeks to minimize disruption of fishing activities during all phases of development and maximize ease of access and safe navigation for fishing activities during wind farm operations.
- Additionally, Sunrise Wind has developed a Project-specific Fisheries Communications and Outreach appendix”, consistent with the approach used by Ørsted in other offshore wind projects, and with location-specific details. This Project-specific appendix was submitted with the SRW COP and is available at: <https://www.boem.gov/renewable-energy/state-activities/appendix-b-fisheries-communication-plan>.

2.2. Communication officers/positions, responsibilities, and contact information

This section should provide a list of communication officers, their role, and name and contact information. The list should provide stakeholders with an understanding of who should be called for a particular issue or question. It should also include links to the project website so readers know where to find additional information.

Name/Title	Role/Responsibilities	Contact Information
Ed LeBlanc Marine Affairs Manager- Northeast	Head for marine stakeholder communications and fisheries department; F-TWG attendee	Phone: 978-447-2737 Email: EDWLE@orsted.com
Ross Pearsall Fisheries Relations Manager	Lead for marine stakeholder communications and fisheries department; F-TWG attendee	Phone: 857-278-2442 Email: ROSPE@orsted.com
Julia Prince CT/NY Fisheries Liaison	Collect data about the structure of fishing communities associated with the Project area.	Phone: 851-348-3263 Email: JULPR@orsted.com

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Name/Title	Role/Responsibilities	Contact Information
Chris Sarro MA/RI Fisheries	Collect data about the structure of fishing communities associated with the Project area.	Phone: 857-276-1332 Email: CHSAR@orsted.com
Paul Farnham (NY)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: paulfarnham1@gmail.com
Sid Holbrook (CT)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: sidholbrook@gmail.com
Massachusetts Lobstermen Association (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: beth.casoni@lobstermen.com
Martha's Vineyard Fishermen Preservation Trust (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: shelley.edmundson@gmail.com
New Bedford Port Authority (MA)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: Pamela.Lafreniere@newbedford-ma.gov
Rodman Sykes (RI)	Fisheries Representative- Collect and disseminate information and serve as a conduit for concerns.	Email: crfisheries@gmail.com

1.1. Project website: <https://sunrisewindny.com/>

Fisheries website: <https://us.orsted.com/Mariners>

2.3. Identification of fishing industry stakeholders

This section should describe the process by which stakeholders relevant to fisheries and the fishing industry will be identified and classified by stakeholder group.

- Sunrise Wind has and will continue to collect data about the structure of fishing communities associated with the Project area through its extensive network of Fisheries Liaisons (FLs) and Fisheries Representatives (FRs), as described in the “Fisheries Outreach and Engagement Plan” (linked in Section 1.3). This plan includes a detailed outline of the responsibilities and qualifications of the FLs and FRs and recognizes the importance of these roles and credentials for successful outreach due to the complexities of the fishing industry with multiple gear types, port sizes, locations, and many small businesses.
- Regulatory/agency and other stakeholders have been identified based on assessments to determine permits, approvals, authorizations, or consultations required for the Project at the local, state or federal levels.
- Sunrise Wind has and will continue to work with the New York State Fisheries Technical Working Group (F-TWG) pursuant to Section 12.04 of the Agreement to identify relevant stakeholders including advocacy groups and research entities.
- Sunrise Wind also recognizes the Responsible Offshore Development Alliance (RODA) and Responsible Offshore Science Alliance (ROSA) as important regional stakeholders working on behalf of the commercial fishing community. Ørsted’s Gregory DeCelles and Chris Sarro are actively

involved in ROSA, which establishes science priorities collaboratively with agencies and the fishing industry and maximizes the value of the investment spent on fisheries science.

2.4. Participation in stakeholder and technical working groups

2.4.1 Communication with F-TWG

This should describe the communication and collaboration approach with members of the F-TWG and consultations.

- Sunrise Wind shall dedicate project specific technical resources to the F-TWG.
- To the extent practicable, Sunrise Wind shall work with and attend future F-TWG meetings and sponsored conferences.
- Sunrise Wind shall identify specific individuals to serve at least one-year terms in the role of primary and secondary core members.
- Sunrise Wind shall work with NYSERDA to plan and host Project-specific EMP consultations.

Sunrise Wind provides the following additional information related to communication with F-TWG:

- Sunrise Wind's Project representatives attended the F-TWG kick off meeting in November 2018 and numerous subsequent F-TWG meetings in 2019 and 2020.
- Sunrise Wind will continue working with the F-TWG and attend future meetings and workshops pursuant to Section 12.04 of the Agreement.
- Updates to this Plan are based on engagement with the F-TWG.

2.4.2 Communication with other New York State agencies

This should describe communication with New York State agencies during each phase of the project.

- Sunrise Wind has consulted and will continue to consult with NYS agencies pursuant to Section 12.03 of the Agreement.
- Pursuant to Section 12.03 of the Agreement, Sunrise Wind has consulted and will continue to consult with NYS Department of Environmental Conservation the NYS Department of State (DOS), and the NYS Department of Public Service (DPS). Such communication has included discussion of potential impacts to fisheries from survey activities and construction of the Project, including communication protocols and survey protocols.

2.4.3 Communication with other stakeholder and working groups

This should describe any relevant participation with other stakeholder groups, such as international fisheries groups, that would help inform the FMP.

- Sunrise Wind shall seek to collaborate with other regulatory agencies and stakeholder groups and participate in such collaborative efforts (e.g., E-TWG, F-TWG, ROSA, RWSC, etc.).
- Sunrise Wind shall include communication activities in Quarterly Reports.

Sunrise Wind provides the following additional information related to communication with other stakeholder and working groups:

- Sunrise Wind has coordinated with and/or will coordinate with the National Oceanic & Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries), National Park Service (NPS), Massachusetts Department Marine Fisheries (MADMF), Massachusetts Coastal Zone Management (MACZM), the Massachusetts Fisheries Working Group, Rhode Island Department Marine Fisheries (RIDMF), Rhode Island Coastal Resources Management Council (RICRMC), the

Rhode Island Fisheries and Habitat Advisory Boards, and Connecticut DEEP, if required, regarding the identification and engagement of fishery stakeholders.

- Sunrise Wind has been collaborating and will continue to collaborate with Responsible Offshore Development Alliance (RODA) and Responsible Offshore Science Alliance (ROSA) as well as local, state and federal agencies in development of regional science and monitoring strategies.

2.4.4 Communication and collaboration with other developers

This should describe any relevant participation and collaboration with other developers in the offshore space, with a focus on communication and collaboration with adjacent leaseholders. This may include but is not limited to shared research efforts, coordination of survey methods, or standardization of navigational and safety protocols.

- Sunrise Wind shall seek to maximize the impact of research efforts such as data collection, methodology, analysis and dissemination by collaborating with other developers, particularly those in adjacent lease areas, taking on similar initiatives.
- [Proposer statements, if any]

2.5. Communication methods and tools

2.5.1 Methods by phase

This section should describe the communication and outreach methods and tools that will be employed for each stakeholder group during each phase of the project.

Proposed Outreach Methods/Tools	Phase*			
	1	2	3	4
Notices and facilitation (as necessary) of discussions and meetings with local fishermen in Project-associated ports	X	X		
Notification and information about survey activities distributed through digital listservs	X	X		
Notification and information about survey activities directly to fishermen active in the survey area	X	X		
Wide distribution of contact information for Fisheries Representatives/Liaisons	X	X		
Engagement of a network of Fisheries Representatives/Liaisons for information distribution	X	X		
When appropriate, placement of experienced fishing captains on survey vessels to assist in communications and de-confliction during survey activities	X	X		
Use of very high frequency (VHF) radio to communicate vessel intentions at designated intervals during on water activity	X	X		
Local Mariners Briefings posted on website	X	X		
Develop and follow written procedures for gear interactions that may occur in the Project Area	X	X	X	X
Work with fishing gear groups to consider potential conflicts with gear types in the context of seasonal schedules	X	X		
Social mapping through interviews and other information sources	X	X		
A local Marine Coordination Center that will be used as a base of communications for all Project vessel activity to maritime stakeholders which may include technology such as		X	X	X

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VHF/UHF marine radio and automatic identification system (AIS) monitoring.				
Regular stakeholder meetings to provide information on non-routine maintenance and servicing activities (if necessary), to identify issues or concerns.			X	X
Fisheries Liaison to enable prompt response to stakeholder questions or concerns.	X	X	X	X
The Fisheries Outreach network for distribution of information on operations activities and maintenance vessel deployment as needed.			X	X
An open-door policy for feedback on the Project	X	X	X	X
<i>*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission</i>				

2.5.2 Communication with vessels

This section should describe communication methods/tools with vessels actively fishing in areas in or adjacent to the Project area during site assessment and construction activities and facilitate proper notification to vessels and resource managers.

- To avoid fisheries conflicts, to the greatest extent practicable Sunrise Wind shall seek to employ a fishing captain or other experienced fishing industry representative to be onboard vessels during key time/activities where potential conflicts could be greatest.

Sunrise Wind provides the following additional information related to communication with vessels:

- The “Fishing and Outreach Plan” (linked in Section 1.3) describes the Project team’s communication objectives, methods and tactics and during site assessment and construction activities.
- Additionally, a fishing captain or other experienced representative from the fishing industry will be onboard survey vessels, when available, to advise the vessel master and crew on fishing activity encountered. Representation depends in part on berth availability on vessels.
- The fisherman or other experienced representative from the fishing industry, chosen for his/her depth of knowledge of the local fishery, assists in avoiding gear interactions, serves as a trustworthy point-of-contact for fishermen on the marine radio, and collects valuable data on vessels and fisheries active in the survey area.

3. Monitoring and Research Pre-, During, and Post-Construction

3.1. Identification of scope of monitoring activities/studies

This section should provide an overview of the anticipated monitoring activities, including how the specific scope of monitoring activities will be identified and what types of scientific questions will be addressed.

- Monitoring methods and scientific designs shall meet the highest scientific standards and should follow guidance mentioned in the [Offshore Wind Project Monitoring Framework and Guidelines](#) developed by ROSA.
- To the greatest extent practicable, fisheries and related research will be performed onboard commercial and recreational fishing vessels. These vessels shall meet all appropriate regulatory safety and scientific standards prior to the beginning of any monitoring or research activity.

Sunrise Wind provides the following additional information related to identification of scope of monitoring activities/studies:

- Sunrise Wind will develop study topics and monitoring methodologies through an iterative process that includes input from fisheries stakeholders, the F-TWG, and regulatory authorities.
- The “Fisheries Outreach and Engagement Plan” (linked in Section 1.3) further describes Sunrise Wind’s commitment to collaborative science and monitoring to better understand the impact of offshore wind projects on fish and fish habitats.
- Sunrise Wind is committed to collaborative science with the commercial and recreational fishing industries prior to, during, and following construction. Fisheries monitoring studies are being planned to assess the impacts associated with the Project on economically and ecologically important fisheries resources within the SRWF and along the SRWEC. These studies would be conducted in collaboration with the local fishing industry and would build upon monitoring efforts being conducted by other wind farms in the northeast region. A number of monitoring techniques (e.g., trawl survey, ventless trap survey, dredge survey, optical surveys) can be utilized to evaluate changes to environmental resources in the Selected Project area. As practicable, the survey designs used by Sunrise Wind will be made compatible with other regional surveys (e.g., NEFSC trawl survey) to facilitate information integration with, and comparison to, information from existing data collection efforts.

3.2. Baseline data and characterization approach

This section should describe how baseline data will be established on the spatial and temporal presence of fish and invertebrates in the proposed area of the Project at multiple life history stages included egg, larval, juvenile, adult, and spawning stages, as well as associated fish and invertebrate habitats.

3.2.1. Existing literature and data of benthic and fisheries resources

Describe key existing literature and datasets that are available for baseline characterization.

- Studies are available to assess the baseline characteristics for fish, invertebrates and their habitats occurring within the Project area. Such studies include, but are not limited to, the following documents:
 - NYSERDA and/or NYSDEC studies on marine wildlife;
 - New York State Department of Environmental Conservation (NYSDEC). 2008. Coastal Fish & Wildlife Habitat Assessment Form – Carmans River. December 15.

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- https://www.dos.ny.gov/opd/programs/consistency/Habitats/LongIsland/Carnans_River.pdf
- NYSERDA. 2017a. New York State Offshore Wind Master Plan: Fish and Fisheries Study. NYSERDA Report 17-25q.
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/About-Offshore-Wind/Master-Plan>
- BOEM studies on marine habitats and species including fish, lobsters and crabs (<https://www.boem.gov/environment/environmental-studies/renewable-energy-research-completed-studies>);
 - Collie, J.S. and J.W. King. 2016. Spatial and Temporal Distributions of Lobsters and Crabs in the Rhode Island Massachusetts Wind Energy Area. U.S. Dept. of the Interior, Bureau of Ocean Energy Management, Atlantic OCS Region, Sterling, Virginia. OCS Study BOEM 2016-073.
 - Guida, V., A. Drohan, H. Welch, J. McHenry, D. Johnson, V. Kentner, J. Brink, D. Timmons, and E. Estela-Gomez. 2017. Habitat Mapping and Assessment of Northeast Wind Energy Areas. Sterling, VA: US Department of the Interior, Bureau of Ocean Energy Management. OCS Study BOEM 2017-088. 312 p.
- NOAA and Northeast Fisheries Science Center studies and stock assessment reports, including:
 - Cargnelli, L.M., S.J. Griesbach, P.L. Berrien, W.W. Morse, and D.L. Johnson. 1999a. Essential fish habitat source document: Haddock, *Melanogrammus aeglefinus*, life history and habitat characteristics. NOAA Tech Memo NMFS-NE-128. 31 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, P.L. Berrien, D.L. Johnson, and W.W. Morse. 1999b. Essential Fish Habitat Source Document: Pollock, *Pollachius virens*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-131. 38 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, P.L. Berrien, W.W. Morse, and D.L. Johnson. 1999c. Essential Fish Habitat Source Document: Witch Flounder, *Glyptocephalus cynoglossus*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-139. 38 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, and E. Weissberger. 1999d. NOAA Tech Memo NMFS-NE-142.22 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, and E. Weissberger. 1999e. Essential Fish Habitat Source Document: Ocean Quahog, *Arctica islandica*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-148. 20 p.
 - National Oceanic and Atmospheric Administration (NOAA). 2009. Consolidated Atlantic Highly Migratory Species Fishery Management Plan, Amendment 1, Chapter 5.
 - National Marine Fisheries Service (NOAA Fisheries). 2017. Amendment 10 to the 2006 Consolidated Atlantic Highly Migratory Species Fishery Management Plan: Essential Fish Habitat. Office of Sustainable Fisheries, Atlantic Highly Migratory Species Management Division. 442 p. Accessed July 2019.
 - https://www.habitat.noaa.gov/application/efhinventory/docs/a10_hms_efh.pdf
 - National Marine Fisheries Service (NOAA Fisheries). 2019. 2019 Stock Assessment and Fishery Evaluation Report for Atlantic Highly Migratory Species.

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- <https://www.fisheries.noaa.gov/resource/document/2019-stock-assessment-and-fishery-evaluation-report-atlantic-highly-migratory>.
- National Marine Fisheries Service (NOAA Fisheries). 2020a. Essential Fish (EFH) Habitat Mapper. Accessed June 2020.
 - <https://www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper>.
- NOAA Fisheries. 2020. Species Directory. Accessed June 2020.
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- Northeast Fisheries Science Center (NEFSC). 2016. 61st Northeast Regional Stock Assessment Workshop (61st SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 16-13. 26 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1613/crd1613.pdf>
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 - <https://www.nefsc.noaa.gov/publications/crd/crd1717/>.
- Northeast Fisheries Science Center (NEFSC). 2017b. 62nd Northeast Regional Stock Assessment Workshop (62nd SAW) Assessment Report. Northeast Fisheries Science Center Reference Document 17-03. 822 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1703/>.
- Northeast Fisheries Science Center (NEFSC). 2017c. Scup Stock Assessment Update for 2017. Accessed June 2020.
 - https://static1.squarespace.com/static/511cdc7fe4b00307a2628ac6/t/596fb26bc534a5fa937b2c07/1500492396171/5Scup_2017_Assessment_Update.pdf.
- Northeast Fisheries Science Center (NEFSC). 2017d. 63rd Northeast Regional Stock Assessment Workshop (63rd SAW) Assessment Report. Northeast Fisheries Science Center Reference Document 17-10. 409 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1710/>.
- Northeast Fisheries Science Center (NEFSC). 2018a. 65th Northeast Regional Stock Assessment Workshop (65th SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 18-08. 38 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1808/>.
- Northeast Fisheries Science Center (NEFSC). 2018b. 64th Northeast Regional Stock Assessment Workshop (64th SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 18-03. 27 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications>
- Northeast Fisheries Science Center (NEFSC). 2020. Operational assessment of the black sea bass, scup, bluefish, and monkfish stocks, updated through 2018. NEFSC Ref Doc 20-01; 160 p. Available from:
 - <http://www.nefsc.noaa.gov/publications/>
- Additional and regional studies and other published data for waters of the northeast Atlantic related to offshore wind development;
 - Atlantic States Marine Fisheries Commission (ASMFC). 2012. Habitat Addendum IV to Amendment 1 to the Interstate Fishery Management Plan for Atlantic Sturgeon. Accessed July 2020.

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- http://www.asmf.org/uploads/file/sturgeonHabitatAddendumIV_Sept2012.pdf
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 - https://www.nao.usace.army.mil/Portals/31/docs/civilworks/JamesRiver/NMFS_Atlantic_sturgeon_status_review_2007.pdf
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- Studies that Sunrise Wind or its affiliates have conducted in the Lease Areas and surrounding waters of the north Atlantic as outlined in 3.2.2
- Information hosted on the Northeast Ocean Data Portal, the Mid-Atlantic Ocean Data Portal, and the New York State of Opportunity Geographic Information Gateway can be used to characterize the benthic habitats, as well as biotic and abiotic variables that influence the distribution and abundance of fisheries resources within Project area.

In addition to this, Sunrise Wind incorporated existing data of the fishing industry:

- Without limitation, the following studies are available to develop a baseline characterization of the commercial and recreational fishing industry in the area:
- Public AIS, WindPlot data from fishermen, NMFS VTR and VMS data, state VTR data, and by consulting with various fishing stakeholders to determine where and how they fish and how they transit to and from their fishing grounds.

3.2.2. Data collected of benthic and fisheries resources

This section should describe survey activities undertaken or that will be undertaken by the developer that will inform the baseline characterization of benthic and fisheries resources.

- Since August 2016, Sunrise Wind and its affiliates have been completing geophysical, geotechnical, and benthic surveys, as well as desktop analyses, to identify areas of sensitive benthic habitat in the Project Area in accordance with the relevant BOEM guidelines.

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- Sunrise Wind has and will continue to conduct appropriate site assessment surveys to establish baseline conditions of benthic and fisheries resources within the Project Area.
- Sunrise Wind has and will continue to conduct high resolution geophysical surveys (HRG) and geotechnical surveys in the Project area in accordance with BOEM's *Guidelines for Providing Geophysical, Geotechnical, and Geohazard Information Pursuant to 30 CFR Part 585* (BOEM 2020). Sunrise Wind has completed several surveys to characterize the benthic habitat in the Project Area. The survey protocols were reviewed in several rounds and meetings by federal and state agencies, including BOEM, NOAA, NPS, NYSDEC, NYSDOS, NYSERDA, and RI and MA state agencies, and feedback was incorporated into the survey plan. The surveys included:
 - Benthic habitat surveys, which included SPI, PV, and grab samples in NYS waters, to characterize the benthic habitat in the Lease Area and along the export cable in accordance with BOEM's *Guidelines for Providing Benthic Habitat Survey Information for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585* (BOEM 2019);
 - A targeted video survey of habitat areas of interest within the Lease Area based on benthic habitat survey results and geophysical survey results; and
 - A submerged aquatic vegetation survey in the intracoastal waterway north of Fire Island.
- Sunrise Wind has and will complete benthic habitat mapping which will integrate the results of the benthic surveys and final geophysical data in accordance with NOAA's *Recommendations for Mapping Fish Habitat* (NOAA's National Marine Fisheries Greater Atlantic Regional Fisheries Office Habitat Conservation and Ecosystem Services Division 2020);
- Sunrise has and will utilize the benthic survey information collected from the Project area and from South Fork Wind Project, Revolution Wind Project, Bay State Wind Project, and Block Island Wind Farm for additional information on the regional benthic environment of the Northwest Atlantic Outer Continental Shelf off Southern New England. These surveys include:
 - Bay State Wind LLC. 2019. Construction and Operations Plan, Bay State Offshore Wind Farm. Submitted to Bureau of Ocean Energy Management. Submitted by Bay State Wind LLC. Submitted March 2019, Revised July 2019.
 - Deepwater Wind South Fork, LLC. 2019. Construction and Operations Plan, 30 CFR Part 585. Submitted to Bureau of Ocean Energy Management. Submitted by Deepwater Wind South Fork, LLC. Submitted June 2018, Revised September 2018, Revision 2 Submitted May 2019.
 - DWW Rev I, LLC. 2020. Construction and Operations Plan, Revolution Wind Farm. Prepared by VHB, Providence, RI. Submitted to the Bureau of Ocean Energy Management, Sterling, VA. March 2020.
 - CoastalVision and Germano & Associates. 2010. Sediment Profile & Plan View Imaging Report: Evaluation of Sediment and Benthos Characteristics along Potential Cable Routes and Turbine Locations for the Proposed Block Island Wind Farm. Report prepared for Deepwater Wind, Providence, RI.
 - Sunrise Wind LLC. 2020. Construction and Operations Plan, Sunrise Wind Farm Project. Submitted to Bureau of Ocean Energy Management. Submitted by Sunrise Wind LLC. Submitted September 2020.
- Sunrise Wind has completed a Project-specific Essential Fish Habitat Assessment that describes the species and life stages with designated EFH that may occur within the Project area and assesses the potential impacts from construction and operation and maintenance of the Project on EFH.

- Sunrise Wind will incorporate additional data from MADMF and other agencies that have proposed conducting regional studies on the impacts of offshore wind development along the northern Atlantic OCS.

Sunrise Wind will coordinate with federal and state agencies and other stakeholders (e.g., universities) to further develop a baseline characterization of the fisheries resources in the Project Area. To the extent practicable, these surveys will be carried out in cooperation with the local commercial fishing industry, and can use multiple data collection techniques (e.g., otter trawls, ventless traps, underwater video, etc.) to better characterize the commercially and recreationally important fish and invertebrate species in the Project area. The research techniques to be implemented are still being considered, based on input received from agencies, guidance that is being developed through ROSA (of which SRW is an active participant), monitoring being conducted at affiliated lease sites, and monitoring being carried out by other offshore wind developers. The sampling methodology will be described, and to the extent practicable, efforts will be made to use sampling methods that are consistent with existing state and federal surveys to enhance the compatibility of the data that is collected.

In addition to this Sunrise Wind collected fishing industry data:

- Sunrise Wind has and will rely on information from interviews with fishermen that frequent the Project Area which have been conducted, as well as future interviews.
- Sunrise Wind has and will log data and information collected during other outreach activities and feedback from the fishing industry.
- Sunrise Wind believes that the more data that can be collected and interpreted will help both industries coexist together.
- Additionally, the Sunrise Wind will rely on the other forms of data collection described in section 3.2.

3.3. Monitor for potential impacts during each phase

This section should describe how potential impacts will be monitored on these types of life history stages during each phase of physical work for the Project (site assessment, construction, operation, and decommissioning) to inform mitigation planning for later phases of the Project as well as for future Projects.

- Sunrise Wind shall seek to collaborate with other regulatory agencies and stakeholder groups (e.g., E-TWG, F-TWG, and ROSA) to identify research needs and opportunities.

Sunrise Wind provides the following additional information related to impacts during each phase:

- Sunrise Wind plans to conduct site-specific studies during each project phase, the scope and methodologies for which will be determined in collaboration with state and federal agencies, input from regional fisheries science entities such as ROSA, and fisheries stakeholders.
- Pre-construction monitoring in the lease area will be performed to strengthen the existing baseline of information on the abundance, distribution, demographics, and community structure of fish and invertebrate resources.. This fishery monitoring research will be performed in accordance with guidelines set forth by BOEM, and the relevant state agencies. As part of the fisheries monitoring studies, baseline data will be collected for at least two years, and across all four seasons to better characterize the species assemblage present within the lease area. Sampling can occur using a range of gear types (e.g., ventless strap, otter trawl, underwater video) and will be designed to sample for commercially, recreationally, and ecologically

important fish and invertebrate species within the lease area. The research techniques to be implemented are still being considered, based on input received from agencies, guidance that is being developed through ROSA (of which SRW is an active participant), monitoring being conducted at other Ørsted lease sites, and monitoring being carried out by other offshore wind developers. The sampling methodology will be described in detail, and to the extent practicable, efforts will be made to use sampling methods that are consistent with existing state and federal surveys to enhance the compatibility of the data that is collected.

- Sunrise Wind will work with local stakeholders, including fishermen, to identify monitoring priorities using outreach, surveys and questionnaires to assist in building consensus.
- Sunrise Wind also intends to use other agencies and stakeholder groups (e.g., E-TWG and F-TWG) to identify research needs and opportunities.

3.4. Assess and quantify changes to fishery resources

This section should describe how changes to fisheries resources will be quantified using statistically sound methods.

- Ideally, specific questions and focal taxa shall be chosen for the Project either based on site-specific fisheries risk assessment, or in relation to broader regional efforts to assess variation between sites and understand cumulative impacts for sensitive species.
- Monitoring will, to the extent practicable, use appropriate study designs and methodologies to effectively analyze risk prior to construction and evaluate impacts during construction and operation by testing hypotheses and helping to assure statistical power for meaningful data analysis.
- Outside expertise will, if practicable, be consulted during study design and data analysis processes.

Sunrise Wind provides the following additional information related to assessing and quantifying changes to fishery resources:

- Sunrise Wind plans to conduct site-specific monitoring studies and the scope will be determined in consultation with commercial and recreational fishermen, regulatory authorities, and the F-TWG. The objectives, hypotheses, and proposed methodology associated with each monitoring study will be clearly defined. The sampling design (e.g., Before After Control Impact (BACI) or Before After Gradient (BAG) etc....) will be informed by the hypotheses to be addressed, and the sample size will be informed by the objectives, research question(s) and species of interest. The sampling methodology will be described, and to the extent practicable, efforts will be made to use sampling methods that are consistent with existing state and federal surveys to enhance the compatibility of the data that is collected. Fisheries monitoring strategies will be informed by the BOEM guidelines, and also the emerging guidance from the ROSA “Interim Fisheries Working Group”, of which Sunrise Wind is an active participant.

3.5. Assess potential changes to commercial and recreational fishing activities

3.5.1. Current and historical usage

This section should describe how the proposed Project area is used by commercial and recreational fisheries in the region, including current and historic usage as well as how associated transit routes will be determined.

- Sunrise Wind has and will continue conduct research to assess current use of Project Area using the methods outlined below;
 - Sunrise Wind has and will continue to proactively set up and engage in discussions and participate in workshops with fishermen and local organizations to inform the understanding of commercial and recreational fisheries in the region and typical transit routes taken by fishermen.

- Sunrise Wind has reviewed public AIS, federal and state VMS and landings data, viewing WindPlot data from fishermen, and consulting with various fishing stakeholders to analyze where and how they fish and how they transit to and from their fishing grounds, and has considered such information into project design, layout and navigational risk assessments.
- Sunrise Wind has evaluated and identified commercial fisheries in the Project Area, details of which can be found in Section 4.7.4 Commercial and Recreational Fisheries and Appendix V Commercial and Recreational Fisheries Data Report of the Sunrise Wind COP. These will become publicly available at the publication of the NOI.
- Sunrise Wind has and will continue to participate in transit studies, such as the MARIPARS, and will continue discussions regarding current and historic commercial and recreational fisheries usage of the area as part of the F-TWG.

3.5.2. Changes in usage

This section should describe how changes in commercial and recreational fishing patterns will be calculated postconstruction using statistically sound methods.

- Sunrise Wind is committed to monitoring navigation data and information and continuing to consult with fishery stakeholders to analyze the extent and impact of deviations to transiting routes and fishing patterns resulting from the Project Area.
- Sunrise Wind will engage with fishermen to gain a greater understanding of how commercial and recreational fisheries are used in waters in and around the Project Area.

3.6. Addressing data gaps

This section should describe how data gaps will be addressed.

- Sunrise Wind shall seek to work with stakeholders, including regulatory agencies, to identify data gaps to be addressed through surveys or permitting applications.

Sunrise Wind provides the following additional information related to addressing data gaps:

- Sunrise Wind has worked with and will continue to work with stakeholders, including regulatory agencies and local groups, in the design phase of the Project to identify data gaps to be addressed through surveys or permitting applications.
- The fisheries monitoring studies that Sunrise Wind plans to conduct will help fill regional data gaps.

3.7. Data availability

This section should describe how fisheries data will be made available in accordance with Section 2.2.8 of the RFP.

- Sunrise Wind shall make non-proprietary environmental and fisheries data publicly available in a format and manner best suited for efficient distribution.

Sunrise Wind provides the following additional information related to data availability:

- Sunrise Wind will make environmental data available in accordance with Section 12.07 of the Agreement.
- Sunrise Wind is setting up a data portal. This site will provide information on available non-proprietary data that is either publicly available or available upon request. This portal is intended to integrate with existing platforms (including Northeastern Regional Association of Coastal Ocean Observing System [NERACOOS], Southeast Coastal Ocean Observing Regional Association [SERACOOS], Mid-Atlantic Coastal Ocean Observing System [MARACOOS], Northeast Regional Ocean Council [NROC], and Mid-Atlantic Ocean Data Portal [MARCO]) and will serve as :

- A central guide to available Sunrise Wind fisheries and environmental data

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- A link to portals/website where data is visualized live
- A link to available and archived data sets or a link to request access to available data
- Sunrise Wind will use meta-data standards, where they are established, set by NOAA and NCEI for met/ocean data and biological data (<https://www.ncei.noaa.gov/resources/metadata>).
- Sunrise Wind will engage with U.S. Integrated Ocean Observing System (IOOS), NERACOOS, NROC and trust agencies to address any meta-data gaps and ensure future consistency of environmental data collection.
- Sunrise Wind will coordinate with NERACOOS to make available any non -proprietary data from met-ocean instruments (e.g. FLIDAR) in near real-time once deployed for use by mariners as well as the National Weather Service for forecast modelling as applicable.
- Sunrise Wind participated in a joint Regional Ocean Observing Systems (NERACOOS/MARACOOS) and Ocean Data Portals (NROC/MARCO) Coordination of data platforms webinar on October 2, 2020.

4. Supporting Other Research

4.1. Support of collaborative research

This section should describe how opportunities for developing or investing in collaborative research with the fishing industry to collect ecological and/or fishing data will be identified and undertaken. The description must account for the need to coordinate with members of the F- TWG during data gathering and assessment.

- Sunrise Wind shall commit to being an active member of regional science organizations (e.g. Regional Wildlife Science Collaborative, Responsible Offshore Science Alliance)

Sunrise Wind provides the following additional information related to collaborative research:

- Sunrise Wind is committed to supporting third party research associated with development of the Project and intends to take a collaborative approach to science. Sunrise Wind has committed to providing funds to support third party research as outlined in Section 4.4.
- Sunrise Wind supports the Regional Wildlife Science Collaborative, and the Responsible Offshore Science Alliance (ROSA), which establishes regional science priorities collaboratively with state and federal agencies, offshore wind developers, academic scientists, representatives of the fishery management councils, and the fishing industry. The work done by ROSA helps to establish regional monitoring guidance and maximizes the value of the investment spent on fisheries science.
- Sunrise Wind has engaged and will continue to engage with the F-TWG, in accordance with Section 12.04 of the Agreement, regarding potential research topics, scopes and methodologies.
- Sunrise Wind has and will continue to participate in transit studies, such as the MARIPARS, and will continue discussions regarding current and historic commercial and recreational fisheries usage of the area as part of the F-TWG.
- Sunrise Wind will use a Science Coordinator to facilitate reasonable requests for data and other forms of participation in science initiatives designed to enhance understanding of impacts from offshore wind.
- Non-proprietary data collected as part of fisheries monitoring research will be made available to interested stakeholders and scientists in accordance with Section 12.07 of the Agreement. Sunrise Wind is aware that further regional guidance on the sharing and dissemination of fisheries monitoring data is currently being developed through ROSA.

4.2. Handing/processing requests

This section should describe how requests for coordination with third-party supported scientists will be processed - including providing reasonably-requested Project data and access to the Project area for independent scientists examining environmental sensitivities and/or the impacts of offshore wind energy development on fish, invertebrates and fisheries for the purpose of publication in peer-reviewed journals or other scientifically vigorous products.

- Sunrise Wind will use a designated Science Coordinator to receive, process and collaborate on reasonable requests for Project data.
- Sunrise Wind will establish a workspace to coordinate and facilitate data sharing.
 - This site will provide information on available non-proprietary data that is either publicly available or available upon request. This portal is intended to integrate with existing platforms (including Northeastern Regional Association of Coastal Ocean Observing System [NERACOOS], Southeast Coastal Ocean Observing Regional Association

[SERACOOS], Mid-Atlantic Coastal Ocean Observing System [MARACOOS], Northeast Regional Ocean Council [NROC], and Mid-Atlantic Ocean Data Portal [MARCO]) platforms and is intended to integrate with those platforms but will instead serve as :

- A central guide to available lease environmental data
 - A link to portals/website where data is visualized live
 - A link to available and archived data sets or a link to request access to available data
- Sunrise Wind intends to coordinate with other vessels, including research vessels, for independent scientists to examine any environmental sensitivities as a result of the project. For example, Sunrise Wind and its affiliates have coordinated extensively with researchers from the University of Massachusetts Dartmouth, Massachusetts Divisions of Marine Fisheries, the Northeast Fisheries Science Center and the Woods Hole Oceanographic Institution who are using passive acoustic telemetry and an Autonomous Underwater Vehicle in the Sunrise Wind lease area and the surrounding lease areas to understand the seasonal distribution and spawning behavior of Atlantic cod in Southern New England. Likewise, we have coordinated with researchers from the New England Aquarium and Inspire Environmental who are conducting acoustic telemetry studies for Highly Migratory Species in the Sunrise Wind lease area and the surrounding lease areas. This communication and coordination has helped reduce conflicts between Sunrise Wind's and its affiliates' site investigations activities and the researchers' telemetry equipment, allowing the researchers to continue to gather the data that is needed to meet their research objectives.
 - To the extent practicable, fisheries monitoring research will be conducted in collaboration with local fishing vessels.

4.3. Proposed restrictions

This section should describe any restrictions on data provision or access that may be required to protect trade secrets or maintain site security.

- Sunrise Wind shall seek to explain why identified data types are considered commercially sensitive.

Sunrise Wind provides the following additional information related to proposed restrictions:

- Sunrise Wind will use a Science Coordinator who will consider any restrictions on data provision or access that Sunrise Wind believes may be required to protect trade secrets or maintain site security as part of that process.

4.4. Financial commitment for third party research

This section should provide a level of financial commitment, if elected, that will be appropriated to leverage third-party environmental research funding related to fish, invertebrates and fisheries, including federal or State-supported research. Or, if elected, provide the level of commitment to a general fund for supporting third-party research into relevant fish and invertebrate communities and associated commercial and recreational fisheries and the effects of offshore wind energy development. These financial commitments are outside those identified in Section 2.2.7 of the RFP and beyond those identified to fulfill state and federal regulatory permitting requirements.

- Sunrise Wind has made commitments to third-party environmental research funding. The details of some of these commitments are outlined below, while others are being finalized and will be announced at a future date.

- Sunrise Wind and its affiliates have provided funding for 10 Vemco VR16-4H tags to the University of Massachusetts Dartmouth to support telemetry research at Cox Ledge.

4.5. Proposed or existing commitments/collaborations

This section should describe proposed or existing commitments and collaborations with third-party researchers in support of monitoring activities and assessing impacts.

- Sunrise Wind is developing site-specific studies which would examine fisheries and benthic resource topics, such as larval distributions, benthic habitat quality, distribution of nonindigenous/invasive species, and distribution, demographics, and abundance of selected commercially and recreationally important fisheries species within the region of influence of the Project. The studies will be developed around clear research questions and testable hypotheses. The analytical methods and the data analysis will be clearly stated in the monitoring plan.
- To the extent practicable, Sunrise Wind will aim to employ techniques that integrate with ongoing data collection efforts and will consider having spatial and temporal overlap with existing surveys when possible.
- Sunrise Wind will coordinate with research vessels, including fishing vessels used for research, for independent scientists to examine fishery sensitivities and other environmental topics. For example, Sunrise Wind and its affiliates have coordinated extensively with researchers from the University of Massachusetts Dartmouth, Massachusetts Divisions of Marine Fisheries, the Northeast Fisheries Science Center and the Woods Hole Oceanographic Institution who are using passive acoustic telemetry and an Autonomous Underwater Vehicle in the Sunrise Wind lease area and the surrounding lease areas to understand the seasonal distribution and spawning behavior of Atlantic cod in Southern New England. Likewise, we have coordinated with researchers from the New England Aquarium and Inspire Environmental who are conducting acoustic telemetry studies for Highly Migratory Species in the Sunrise Wind lease area and the surrounding lease areas. This communication and coordination has helped reduce conflicts between Sunrise Wind's and its affiliates' site investigations activities and the researchers telemetry equipment, allowing the researchers to continue to gather the data that is needed to meet their research objectives.
- Sunrise Wind will use commercial and recreational fishing vessels for the research it conducts whenever feasible, available, and appropriate.
- Sunrise Wind is developing additional commitments and collaborations with third-party researchers which will be announced when details of the collaborations are finalized.

5. Proposed Mitigation of Impacts to Benthic/Fisheries Resources

5.1. Potential impacts/risks and mitigation measures by project stage

The table below should list the potential impacts and risks to benthic/fisheries resources and proposed mitigation measures. To this end, a description of how the potential adverse impacts of infrastructure design elements (e.g., turbine spacing and layout, turbine foundation type, cable burial and protection methods, and cable crossing designs) on fishing in the proposed Project area will be considered in mitigating impacts should be included. The mitigation measures should also demonstrate that the Project area and proposed site design allows for reasonable flexibility in the site layout (e.g., orientation of turbine lines, distance between turbines, and navigation areas) to accommodate changes that may be needed in the future. The section should also describe the planned operational protocol to avoid, minimize, and mitigate impacts to fish, invertebrates and fisheries during Project construction and operation phases, such as vessel transit routes, designation and monitoring of safety zones, gear monitoring and retrieval, and communication with fishing vessels and resource managers.

Sunrise Wind provides additional information related to impacts/risks and mitigation measures by project stage in this table.

Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Micro-siting conflicts with habitats and fishery resources	<ul style="list-style-type: none"> Sunrise Wind shall seek input from regulatory authorities, the fishing industry, and maritime industry to locate foundations and cable routes in the least impactful manner that is practicable. Conducting geophysical and geotechnical surveys, benthic surveys, and desktop analyses to inform site design and layout Seeking input from regulators, the fishing industry, and maritime industry to locate foundations and cable routes in the least impactful manner that is practicable. Project infrastructure will be sited to avoid and minimize impacts to sensitive habitats (e.g., complex, hard bottom habitats) to the extent practicable. Design elements for consideration include an indicative layout scenario with WTGs and offshore platforms sited in a uniform east-west/north-south grid by 1.15-mi (1 by 1-nm; 1.85 by 1.85-km) spacing that aligns with other proposed adjacent offshore wind projects in the RI-MA WEA and MA WEA. This layout has been confirmed through expert analysis and the USCG (USCG 2020) to allow for safe navigation without the need for additional designated transit lanes. This layout will also provide a uniform, wide spacing among structures to facilitate search and rescue operations and is consistent with study recommendations in the USCG Massachusetts and Rhode Island Port Access Route Study (USCG 2020). 	X			

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Temporary, Alteration of the seabed and localized increases in noise and turbidity	<ul style="list-style-type: none"> • Sunrise Wind shall seek to use noise attenuation technologies to reduce sound from pile driving of foundations (if such methods are used) • Mobile fish and invertebrates are expected to temporarily leave the area in response to construction or decommissioning activity. Soft-start/ramp up procedures utilized for pile driving for marine mammals and sea turtles are expected to benefit fish and invertebrates and allow them to temporarily leave the area of activity. Because identical or similar habitat is widely available in the immediate area as identified in Project surveys and existing studies, the temporary displacement is not considered significant. • Committed to noise attenuation technologies to reduce sound from pile driving of foundations, pursuant to regulatory concurrence. • Time of year restrictions (TOYR) on construction will reduce impacts on some biological resources. Time of year restrictions will be pursuant to regulatory concurrence. If the TOYR cannot be met, then Sunrise Wind will work with the relevant agencies to develop appropriate avoidance and minimization plans. 	X	X	X	X
Changes to water quality from accidental spills and/or releases, and erosion and run-off during onshore construction	<ul style="list-style-type: none"> • Require all construction and O&M vessels to comply with applicable International Convention for the Prevention of Pollution from Ships (IMO MARPOL), federal (USCG and EPA), and state regulations and standards for the management, treatment, discharge, and disposal of onboard solid and liquid wastes and the prevention and control of spills and discharges. • Implementation of a Stormwater Pollution Prevention Plan (SWPPP), including erosion and sedimentation control best management practices (BMPs) and revegetation measures (if required), to minimize potential water quality impacts from construction and O&M of the onshore portions of the Project. • Accidental spill or release of oils or other hazardous material will be managed onshore through implementation of a Spill Prevention, Control, and Countermeasure (SPCC) Plan during construction and operation. • Accidental spill or release of oils or other hazardous materials will be managed offshore through an Emergency Response Plan/ an Oil Spill Response Plan (OSRP) during construction and operation. 		X	X	X
Long-term changes to seabed habitat	<ul style="list-style-type: none"> • Sunrise Wind shall, to the extent possible, avoid sensitive benthic habitats. 	X	X	X	X
EMF Impacts	<ul style="list-style-type: none"> • Sunrise Wind shall use proper shielding to reduce EMF. • Target burial depths for the export cables and inter-array cables will minimize EMF impacts (e.g. Snyder, D.B. et. Al 	X	X	X	

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
	2019) <ul style="list-style-type: none"> Sunrise Wind shall conduct EMF modeling and assessments to identify potential mitigation requirements. Populations of benthic organisms would not be significantly diminished by the small area of sea floor that will be disturbed by the Project construction. Use of horizontal direction drill at the landfall to minimize impacts to sensitive shoreline vegetation and shellfish resources. 				
Cable Burial	<ul style="list-style-type: none"> Sunrise Wind shall bury export and inter-array cables to an appropriate minimal depth to reduce exposure risk. If depth cannot be reached, Sunrise Wind shall add protective materials over the cable. 		X	X	
Turbine Scour Protection	<ul style="list-style-type: none"> Sunrise Wind shall seek collaboration with state and federal regulatory authorities and key stakeholders to assess the use of ecological enhancements for turbine scour protection to provide offsets from potential adverse impacts. 	X	X	X	X
Mobile fish and invertebrates expected to leave area and return within several months of construction	<ul style="list-style-type: none"> Because identical or similar habitat is widely available in the immediate area, the temporary displacement is not considered significant. 		X		
Distribution of mobile species, including lobsters, groundfish, and pelagic predators	<ul style="list-style-type: none"> Within several months of completion of construction, the abundance and distribution of mobile benthic invertebrates is expected to return to pre-construction conditions (e.g., Roach, M. 2019) Methods under evaluation to limit impacts include: <ul style="list-style-type: none"> Micrositing WTG and export cable locations to avoid sensitive habitats where feasible; Burying cables wherever feasible using the most appropriate tools and methods; Conducting pre- and post- construction fisheries monitoring surveys; Slow start (ramp up) of pile driving equipment; Emplacement of scour protection; and Reduction of marine debris. 		X	X	X
	<ul style="list-style-type: none"> 				
*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission					

5.2. Coordination with F-TWG and other stakeholders

This section should describe how the developer will engage with stakeholder groups such as the F-TWG and other regional fishermen that address stakeholder concerns related to benthic and fisheries resources. Specifically, describe the key types of information and design decisions where feedback will be solicited from stakeholders.

- Sunrise Wind shall coordinate with the F-TWG stakeholders to address concerns and mitigate impacts to benthic/fisheries resources.

Sunrise Wind provides the following additional information related to coordination with F-TWG and other stakeholders:

- Engage with stakeholder groups and F-TWG, regional fishermen and other maritime stakeholders such as maritime experts, consultants and marine safety committees to refine Project layouts.
- Undertake Navigational Safety Risk Assessment (NSRA) with the USCG and other agencies.
- Work with fisherman and other stakeholders through the dedicated Marine Affairs Department to address key concerns such as navigation, vessel access and safety.
- Obtain input and feedback on project design through membership and presentation in maritime committees, organizations and associations along the US East Coast, including the Propeller Club which has a chapter in New York.

6. Proposed Mitigation of Impacts to the Recreational and Commercial Fishing Industry

6.1. Potential impacts/risks and mitigation measures by project stage

The table below should list the potential impacts and risks to recreational and commercial fisheries and proposed mitigation measures. To this end, this section should describe of how the potential adverse impacts of infrastructure design elements (e.g., turbine spacing and layout, turbine foundation type, cable burial and protection methods, and cable crossing designs) on fishing in the proposed Project area will be considered in mitigating impacts. The mitigation measures should also demonstrate that the Project area and proposed site design allows for reasonable flexibility in the site layout (e.g., orientation of turbine lines, distance between turbines, and navigation areas) to accommodate changes that may be needed in the future. The section should also describe the planned operational protocol to avoid, minimize, and mitigate impacts to fisheries during Project construction and operation phases, such as vessel transit routes, designation and monitoring of safety zones, gear monitoring and retrieval, and communication with fishing vessels and resource managers.

Sunrise Wind provides additional information related to impacts/risks and mitigation measures by project stage in this table.

Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Fishing gear loss	<ul style="list-style-type: none"> Sunrise Wind shall seek consultation with regulatory authorities and fisheries stakeholders for the development and use of a Gear Loss Prevention and Claim Procedure. Sunrise wind and its affiliates have developed a Gear Loss and Prevention Procedure in consultation with regulatory authorities and fisheries stakeholders. The Gear Loss Prevention and Claim Procedure may be updated as appropriate with input from regulatory authorities and fisheries stakeholders. Training and communication following Gear Loss Prevention and Claim Procedure Use of scout vessels to spot gear Use of on-board Fisheries Representatives, when practicable, to spot gear Will bury export cables to appropriate depth to minimize risk. If depth cannot be reached, will add protective materials over cable (e.g. mattresses, rock placement, and rock/grout bags) 	X	X	X	X

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Fishing vessel accidents/impacts during construction	<ul style="list-style-type: none"> Engage in notification campaigns to alert fishermen of the schedule of construction activities Communicate with vessels, including fishing vessels near construction areas using “multiple forms of media” 		X		
Transit routes for fisherman	<ul style="list-style-type: none"> Design elements for consideration include an indicative layout scenario with WTGs and offshore platforms sited in a uniform east-west/north-south grid by 1.15-mi (1 by 1-nm; 1.85 by 1.85-km) spacing that aligns with other proposed adjacent offshore wind projects in the RI-MA WEA and MA WEA. This layout has been confirmed through expert analysis and the USCG (USCG 2020) to allow for safe navigation without the need for additional designated transit lanes. This layout will also provide a uniform, wide spacing among structures to facilitate search and rescue operations and is consistent with study recommendations in the USCG Massachusetts and Rhode Island Port Access Route Study (USCG 2020). Navigation lights, markings, sound signals, and other ATON, including AIS on select WTGs, will be installed and maintained as prescribed within the PATON permit issued by the USCG for each WTG and offshore platform. 	X	X	X	
General impacts	<ul style="list-style-type: none"> Utilize local Marine Coordination Center to consider and take into account stakeholder concerns 		X	X	
Navigational safety concerns	<ul style="list-style-type: none"> Sunrise Wind shall develop a Navigational Enhancement Plan in consultation with regulatory authorities and fisheries stakeholders. The plan may include payments to enable the acquisition of navigation equipment, the development of appropriate training for use of navigation equipment or other navigational aids, or the creation of other programs to enable fishermen to safely continue effective navigation and fishing activities to encourage project coexistence. Sunrise Wind shall seek consultation with appropriate regulators, F-TWG and fishing community, to minimize the overall area of temporary closed areas. 	X	X	X	X

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Displacement/loss of access to traditional fishing grounds during survey and construction activities	<ul style="list-style-type: none"> • Sunrise Wind shall coordinate with fishing stakeholders to determine spatial and temporal use. • Sunrise Wind shall, to the extent practicable, avoid heavily fished areas. 	X	X	X	X

Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
EMF Impacts	<ul style="list-style-type: none"> Sunrise Wind shall use proper shielding to reduce EMF impacts. Sunrise Wind shall conduct EMF modeling and/or assessments to identify potential mitigation requirements. Cables will be buried to an appropriate depth range, and where achieving target burial depths is prevented due to constraints, for example hard bottom, practical low impact solutions such as appropriate cable mattresses will be utilized 	X	X	X	
Cable Burial	<ul style="list-style-type: none"> Sunrise Wind shall bury export and interarray cables to an appropriate minimal depth to reduce risk. If depth cannot be reached, Sunrise Wind shall add protective materials over cable 		X	X	
Impacts to sensitive areas	<ul style="list-style-type: none"> Sunrise Wind shall collaborate with state regulatory authorities and key stakeholders to collect data and avoid sensitive areas to the extent that is reasonably practicable. Work with stakeholders to collect data and avoid siting the project in sensitive areas to the extent reasonably practicable 	X	X		X
Turbine Scour Protection	<ul style="list-style-type: none"> Sunrise Wind shall seek collaboration with state and federal regulatory authorities and key stakeholders to assess the use of ecological enhancements for turbine scour protection to provide offsets from potential adverse impacts. 	X	X	X	X

*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission

6.1.1. General approach to avoiding and mitigating fishing gear loss

This section should describe how potential loss of fishing gear due to snags on turbine structures, associated cables or cable mattresses, or related structures installed or deployed as a result of offshore wind energy development, will be minimized.

- Sunrise Wind shall endeavor to bury export cables to sufficient to minimize exposure risk. If the “appropriate depth” cannot be reached, Sunrise Wind will add protective materials over the cable which to the extent practicable also allows for fishing to occur.

Sunrise Wind provides the following additional information related to avoiding and mitigating fishing gear loss:

- Sunrise Wind published a “Gear Loss Prevention and Claim Procedure”, which it will follow. <https://orstedcdn.azureedge.net/-/media/www/docs/corp/us/mariners/gear-loss-claim-1220.ashx?la=en&rev=d1a83b4a98b24a7aa441faf858a2bcb3&hash=F750409DAFEE5DCA16ACD0A520921C5A>
 - Sunrise Wind will engage with communication and training to seek to minimize impacts.
 - Sunrise Wind’s communication activities to prevent potential fishing gear loss has included and will continue to include:
 - Dockside: Fisheries Liaisons work with port Fisheries Representatives to identify mariners who fish in areas where on-water work is planned and to communicate with those fishermen directly.

- Website: Information for Mariners page includes project specific information and details for on water activities including vessel names and how to contact them: <https://us.orsted.com/Mariners>
 - VHF updates provided daily.
 - Transit routes: Project vessels attempt to follow general transit routes to and from port, as safe navigation practices permit.
 - The locations of the SRW export cable, offshore structures, and associated cable protections will be provided to NOAA's Office of Coast Survey after installation is completed so that they may be marked on nautical charts.
 - Jump drives will be loaded with the locations of existing facilities and distributed to local fishermen.
- Sunrise Wind has and will continue to undertake the following training activities:
 - Personnel working offshore will be trained on the procedures and on how to identify/avoid fishing gear.
 - Contractors will be given a briefing on the importance of the local fishing communities and instructed to communicate early and often with fishing vessels while always following USCG Rules of the Road.
 - Sunrise Wind has and will continue to gather feedback on lessons learned, which will be incorporated into training and communications.
 - Sunrise Wind will bury export cables to appropriate depth to minimize risk. If the "appropriate depth" cannot be reached, Sunrise Wind will add protective materials over cable.

6.1.2. Processing claims for lost fishing gear

This section should describe how the developer will approach claims of lost gear in the event of a snag that provides for a fair and timely review and appeals of the claim and appropriate compensation of impacted parties.

- Sunrise Wind shall work with F-TWG and fishing community to establish the appropriate procedures in advance of the start of construction activities. When practical, the procedures shall be standardized across projects, fisheries, gear types, and geographic regions.
- Sunrise Wind shall use a third-party reviewer to assess claims and appeals when practicable.

Sunrise Wind provides the following additional information related to processing claims:

- The Fisheries Liaisons and Fisheries Representatives will be key members of the gear claim review process.
- A qualified, independent third-party will be engaged for any claims appeals.
- The Fishing Gear Conflict Prevention and Claim Procedure can be found on the Ørsted Mariners page and on the following link: <https://orstedcdn.azureedge.net/-/media/www/docs/corp/us/mariners/gear-loss-claim-1220.ashx?la=en&rev=d1a83b4a98b24a7aa441faf858a2bcb3&hash=F750409DAFEE5DCA16ACD0A520921C5A>

6.2. Coordination with F-TWG and other stakeholders

This section should describe how the developer will engage with stakeholder groups such as the F-TWG and other regional fishermen and shipping and navigation to determine Project layouts that address stakeholder concerns. Specifically, describe the key types of

information and design decisions where feedback will be solicited from stakeholders. Describe how changes to environmental resources will be quantified using statistically sound methods.

- Upon request Sunrise Wind shall provide a detailed, step by step breakdown of the process used to create the Project layout. Sunrise Wind shall engage with the F-TWG, regional fishermen and other maritime stakeholders such as maritime experts, consultants, and marine safety committees to refine Project layouts that aim to minimize impacts on existing fishing practices and facilitate ongoing access to traditional fishing grounds.
- Sunrise Wind shall work with fisherman and other stakeholders through Sunrise Wind's dedicated fisheries staff to help address key concerns such as navigation, vessel access, and safety.

Sunrise Wind has and will continue to coordinate with the F-TWG (in accordance with Section 12.04 of the Agreement) and stakeholders to address concerns and mitigate impacts to the fishing industry as follows:

- Engage with stakeholder groups and F-TWG, regional fishermen and other maritime stakeholders such as maritime experts, consultants and marine safety committees to refine Project layouts that aim to minimize impacts on existing fishing practices and facilitate ongoing access to traditional fishing grounds.
- Undertake Navigational Safety Risk Assessment (NSRA) with the USCG and other agencies.
- Work with fishermen and other stakeholders through the dedicated Marine Affairs Department to address key concerns such as navigation, vessel access, and safety.
- Obtain input and feedback on project design through membership and presentation in maritime committees, organizations and associations along the US East Coast, including the Propeller Club which has a chapter in New York.
- Sunrise Wind will develop study topics and methodologies through an iterative process including input from various stakeholders and agencies from multiple states, including New York, Rhode Island, and Massachusetts. Sunrise Wind will examine fisheries and benthic resource topics such as larval distributions, benthic habitat quality, distribution of nonindigenous/invasive species, distribution and abundance of selected commercial fisheries species, and impacts to resources from climate change within the region of influence of the Project. Fisheries monitoring will be performed in accordance with Guidelines for Providing Information on Fisheries for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 (BOEM 2019). As the timeline allows, the monitoring will commence at least two years prior to offshore construction. Monitoring will continue during construction, and at least two years of post-construction monitoring will be carried out, in accordance with applicable permitting requirements. The research question(s), hypotheses, sampling design, and statistical analyses will be clearly described for each survey. The sampling designs for the monitoring surveys (e.g., Before-After-Control-Impact, or Before-After-Gradient) will be based on published methodologies that have been used to investigate the impacts associated with offshore wind development. Monitoring guidance being developed through the ROSA 'Interim Fisheries Methods Working Group will also be considered in the design and implementation of fisheries monitoring studies.

6.3 Strategies to develop alternate protocols

This section should describe the process for determining when mitigation strategies are insufficient and under what conditions they might elect to rehabilitate or restore fisheries in an alternative location or when the provision of compensation of some form may be appropriate.

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- Sunrise Wind has and will continue to engage with BOEM, NOAA Fisheries, and other fisheries stakeholders to identify and implement appropriate and practicable measures to avoid, minimize, and/or mitigate impacts throughout all phases of the Project as required by applicable permits.
- Following identification of potential impacts, Sunrise Wind has and will continue to work with regulators to establish processes for evaluating the effectiveness of selected mitigation strategies. Additionally, it will coordinate with federal and state agencies to identify additional mitigation strategies or potential modifications to selected mitigation measures that may be implemented in the event the base mitigation strategies are determined to be insufficient by relevant regulatory agencies.

7. Considerations for Subsea Cables

7.1. Mitigation strategies for subsea and overland cables

This section should describe any additional fish and fisheries mitigation strategies for proposed subsea cable routes that support the offshore wind project.

Sunrise Wind provides the following additional information related to mitigation strategies for proposed subsea and overland cable routes:

- Sunrise Wind conducted assessment of multiple offshore cable routes, landfall sites, and onshore cable routes, as described in Section 2 of the COP.
- Sunrise Wind has and will continue to engage with fishers and other relevant stakeholders, including Federal and State agencies regarding mitigation strategies that should be implemented

8. Project Decommissioning

8.1. Potential impacts based on available information and experience

This section should describe potential impacts to benthic/fisheries and the fishing industry from decommissioning the project, based on available information and relevant experience (if any).

- Sunrise Wind's waste handling processes during decommissioning shall focus on re-use or recycling, with disposal as the last option.
- Sunrise Wind shall collaborate with regulatory authorities and key fisheries stakeholder groups to better understand the effects and potential impacts associated with decommissioning.

Sunrise Wind provides the following additional information related to potential impacts:

- In March 2017, Orsted became the first developer to decommission an offshore wind project, the Vindeby Offshore Wind Farm near Lolland, Denmark (Vindeby Project).
- Sunrise Wind waste handling processes during decommissioning will focus on re-use or recycling and use disposal as the last option.
- Sunrise Wind anticipates that impacts to marine mammals, sea turtles, birds, bats and fisheries would be similar to the construction phase.

8.2. Approach for developing plan and coordination with stakeholders

This section should describe how a decommissioning plan will be developed to identify and mitigate potential impacts, including coordination with fisheries stakeholders, and any elements of its contemplated decommissioning plan that can be identified at this stage.

- Sunrise Wind shall decommission the Project in accordance with all necessary laws and regulations and generate a detailed Project-specific decommissioning plan.
- Sunrise Wind shall seek input on the detailed Project-specific decommissioning plan from regulatory agencies, fisheries and marine stakeholders, and local communities.
- Sunrise Wind shall use "lessons learned" from the construction and operation activities and apply them when appropriate to the decommissioning plan.

Sunrise Wind provides the following additional information related to coordination with stakeholders:

- Sunrise Wind will decommission the project in accordance with a detailed Project-specific decommissioning plan that will be developed in compliance with applicable laws, regulations, and generally-accepted industry practices that exist at the end of the Project's operational life.
- Sunrise Wind will develop the decommissioning plan in coordination with stakeholders including regulatory agencies, fisheries and marine stakeholders, and local communities.
- Assuming additional offshore wind projects have been decommissioned by the time Sunrise Wind will be decommissioned, these projects and their lessons learned may be used as a model for Sunrise Wind decommissioning.

Sunrise Wind understands that all facilities will need to be removed to a depth of 15 feet (4.6 meters) below the mudline, unless otherwise authorized by BOEM (30 CFR § 585.910(a)).

9. Fisheries Compensation Plan

9.1. Consideration of compensation plan

This section should describe how it will determine instances where all reasonable attempts to avoid and minimize Project impacts, or restoration to predevelopment conditions are not feasible and some type of fisheries compensation plan is warranted.

- At a minimum, Sunrise Wind will be required to follow any and all guidance being developed as part of BOEM's 2022 Draft Fisheries Mitigation Guidance : <https://www.boem.gov/renewable-energy/reducing-or-avoiding-impacts-offshore-wind-energy-fisheries>.

Sunrise Wind provides the following additional information related to consideration of a compensation plan:

- Sunrise Wind will make a decision on whether it is necessary to implement a fisheries compensation plan to offset impacts (and if so, the relevant details) at a later date, and in connection with the permitting process. Any plan, if implemented, will be based on science and evidence.

9.2. Approach to developing compensation plan

9.2.1 Coordination with stakeholders

This section should describe how a fisheries compensation plan was or will be developed; how the developer will coordinate with the F-TWG and other entities in the design or review of the fisheries compensation plan.

- Sunrise Wind will work as needed to evolve the guidance being developed as part of BOEM's 2022 Draft Fisheries Mitigation Guidance: <https://www.boem.gov/renewable-energy/reducing-or-avoiding-impacts-offshore-wind-energy-fisheries>.

Sunrise Wind provides the following additional information related to coordination with stakeholders:

- Sunrise's first priority is to ensure co-existence with the fishing industry in a positive and proactive open dialogue.
- In the event a compensation plan is determined to be warranted, Sunrise will consider a fund approach, versus individual compensation approach, which has been recommended by the fishing industry. The decision to create a fund, as well as the development of an allocation framework for such a fund would be informed by engagement with the F-TWG and the fishing industry.

9.2.2 Third-party administration

This section should describe how the compensation plan will be administered by an non-governmental third-party to provide reasonable and fair compensation for impacts that cannot be sufficiently addressed through other means.

- Sunrise Wind shall work with the state, federal, and fishing industry members to assess the most appropriate entity for administration and disbursement of fisheries mitigation funds.

Sunrise Wind provides the following additional information related to third-party administration:

- Sunrise Wind will make a determination of whether to create a fund, following the open dialogues with interested parties outlined throughout this document and will identify a third-party fund manager if an overall decision to implement a fund has been made.

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Sunrise Wind will ensure that the third party has the appropriate qualifications and capacity to make fair and reasonable decisions for impacts that the offshore wind farm may have.

10. Additional Considerations

10.1. Additional mitigation strategies and FMP refinement

This section should describe any additional mitigation strategies not otherwise described herein that would improve the Plan and reduce impacts on the fishing community. In addition, describe how the FMP will be updated and refined based on additional information and stakeholder feedback.

- Sunrise Wind shall support collaborative research on potential mitigation strategies, with other developers, agencies, and stakeholders.
- Sunrise Wind shall implement a Navigational Enhancement Plan that is designed with the engagement from the F-TWG, fisheries organizations, and regulatory authorities.

Sunrise Wind provides the following additional information related to additional considerations:

- Sunrise Wind will update and refine the FMP, pursuant to Section 12.05 of the Agreement, in response to additional information on the Project area that is collected through additional survey work and outreach, as well as further development of the permit applications and Project design.

10.2. Process for updating the FMP

This section should describe how feedback from fisheries stakeholders, F-TWG, and other agencies and working groups will be incorporated and updated in the FMP.

- Sunrise Wind shall update the FMP to reflect the results of iterative exchanges with members of the F-TWG, E-TWG, and other relevant stakeholders.
- Sunrise Wind shall engage with the F-TWG and fisheries organizations and use feedback in these discussions to evolve the FMP.
- Sunrise Wind shall update the FMP in a timely manner that reflects changes made based on key regulatory project deliverable dates.

Sunrise Wind provides the following additional information related to additional considerations:

- Sunrise Wind anticipates that stakeholder feedback will play an integral role in shaping study scopes and protocols to support fisheries mitigation measures that may be needed in response to assessment findings.
- Updates to the FMP are anticipated, pursuant to Section 12.05 of the Agreement, on an ad-hoc basis in connection with milestone events, such as preparation for permitting filings or finalization of study plans.
- Updates to the FMP are intended to reflect the results of iterative exchanges with members of the F-TWG, E-TWG and relevant stakeholders, and to be made in a manner consistent with Section 12.05 of the Agreement.

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EXHIBIT F

Environmental Mitigation Plan for Sunrise Wind

Version 3.0

Prepared pursuant to Agreement No. 231327, May __, 2023
with

New York State Energy Research and Development Authority
Albany, NY

Prepared by
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**Sunrise
Wind**

Powered by
Ørsted &
Eversource

May __, 2024

Record of Revision		
Revision Date	Description of changes	Revision on pages
[1.0; 10/23/2019]	[Original issue]	[page(s)]
2.0; 12/01/2020	Update based on E-TWG comments and COP application	All pages
2.1; 08/20/2021	August 2021	Cover page
3.0	April 2024, Update based on new format included in ORECRFP23-1	All pages

Communication Officers, Contact Information, Links		
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Sharon Whitesell Marine Mammal and Sea Turtle Lead and Environmental Manager	Receive, process, and disseminate scientific data collected in the Lease Area Marine mammal expert, E-TWG specialist; Member of RWSE planning group.	Email: SHWHI@orsted.com
Kim Peters Avian Lead and Environmental Manager	Receive, process, and disseminate scientific data collected in the relevant Lease Area(s) Lead on avian topics; E-TWG specialist.	Email: KIPET@orsted.com
Chris Sarro Fisheries Science Specialist	Receive, process, and disseminate scientific data collected in the relevant Lease Area(s) Member of the ROSA Advisory Council and Interim Fisheries Methods Working Group	Email: CHSAR@orsted.com

Links to project information:

Project Website: <https://sunrisewindny.com>

Data Portal: Under Construction

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1. Environmental Mitigation Plan Summary

1.1 Overall philosophy and principles

This section should describe the overall philosophy and principles the Developer will follow to avoid, minimize, restore, and off-set potential environmental impacts.

- At Orsted, we have a vision of a world that runs entirely on green energy. As one of the world's largest green energy developers, sustainability is deeply rooted in what we do and who we are as a company. As part of our overall philosophy we have built our sustainability targets around the UN's Sustainable Development Goals and assisted with writing the UN Sustainable Ocean Global Principles. Our annual Sustainability report can be found here - https://orstedcdn.azureedge.net/-/media/Annual_2018/Sustainability_report_2018.ashx?la=en&rev=ae72e27749aa4a34a5f2_d91783da7431&hash=75AB7D9FEE750ED5FBB41D7CA5E32980
- All energy infrastructure is built in a unique environment where we aim to do our utmost to protect the natural ecosystems. It is central that we manage environmental impacts on these ecosystems well to acquire permission to build wind farms. In 2018, we adopted a new offshore wind biodiversity policy - (<https://orstedcdn.azureedge.net/-/media/WWW/Docs/Corp/COM/Sustainability/Orsted-Offshore-Wind-Biodiversity-Policy.ashx?la=en&rev=be32532eb16a4b20b1f86eed77050e92&hash=D309C9DA9A633E1C47D168ACBD254797>).
- The policy is built on our long-term experience and understanding of the biodiversity challenges we face when building offshore wind farms.
- Sunrise Wind will prioritize avoiding and/or minimizing environmental impacts through siting, design, and real time mitigation, consistent with its environmental stewardship approach under pinned by the Orsted values outlined above.
- Sunrise Wind understands and is committed to early identification of potential impacts, in order to avoid an impact, or to plan for impact mitigation.
- Sunrise Wind will address environmental impacts in siting of the Project components in accordance with all permits and approvals required for the Project, including all permits and approvals from applicable governmental and regulatory authorities charged with protecting the environment.
- Sunrise Wind recognizes the benefits of monitoring activities for this Project as well as the value of project-specific data for informing future aspirations for offshore wind development.
- Sunrise Wind will focus on restoring potentially impacted resources and, to the extent applicable, offsetting the environmental impact when environmental impacts cannot be avoided where possible within the parameters of the Project, in all instances as provided in applicable permits and approvals.

1.2 Overall approach to incorporating data and stakeholder feedback

This section should describe how the Developer will use research, data, and stakeholder feedback to update the EMP and support decision-making throughout the life cycle of the project (preconstruction, surveys, site design, construction, operations, and decommissioning).

- Sunrise Wind shall seek consultation and coordinate with relevant stakeholders.
- Sunrise Wind shall review existing research and data and seek input from stakeholders

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regarding data gaps to inform decisions made throughout the Project life cycle.

- Sunrise Wind shall review and seek input from stakeholders on proposed and conducted survey rationales and methodologies as well as design, construction and operation, and decommissioning plans for the Project.
- To the extent that the timeline allows, pre- and post-construction monitoring shall be designed to improve the understanding of impacts of offshore wind energy development and operations on wildlife.

Sunrise Wind provides the following additional information related to incorporating data and stakeholder feedback:

- Sunrise Wind has and will continue to work proactively to identify impacts with stakeholders including, but not limited to, federal and state agencies, Native American Tribes, environmental Non-Government Organization (“e-NGOs”), scientific experts, and state groups like the NYSERDA Environmental Technical Working Group (“E-TWG”). This will involve regular update meetings and briefings to those stakeholders identified above. Additionally, Sunrise will endeavor to incorporate feedback from the stakeholders identified to reduce impacts where appropriate.
- Sunrise Wind has and will continue to review existing research and data, seek input from stakeholders, and conduct surveys of the Project Area, which will inform decisions made throughout the design, permitting, construction, operation, and decommissioning of the Project.
- Sunrise Wind has and will continue to review proposed survey rationales and methodologies with regulatory stakeholders, along with surveys already conducted, and seek input on survey work, as well as design, construction, and operation and decommissioning plans for the Project.
- Sunrise Wind has and will continue to host regular progress meetings with agencies (including relevant New York State Agencies) to provide status updates, planned project activities (i.e. field surveys, siting, etc.) and to solicit feedback as required in connection with permitting processes and permit requirements. Sunrise Wind will endeavor to incorporate feedback into Project plans where appropriate.
- Sunrise Wind has and will continue to support collaborative science to further understand the potential impacts of offshore wind and will take the results into account in the development, design, construction, and operation of the Project.

1.3 Existing guidance and best practices that will be followed

This section should present a list of existing guidance documents, publications, tools, and/or plans that will be followed to support the EMP. Include links, if available, for all references.

- Sunrise will follow relevant guidance documents and rely on publications, tools and/or plans to support development of the EMP in accordance with applicable permit requirements. Such guidance documents are expected to include, but not be limited to, the following documents. Data sources for resource baseline characterization are listed in the resource-specific sections below.

Guidance Documents:

- Draft Guidance Regarding the Use of a Project Design Envelope in a Construction and Operations Plan (BOEM 2018)

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- <https://www.boem.gov/Draft-Design-Envelope-Guidance/>
- Guidelines for Providing Information on Marine Mammals and Sea Turtles for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 (Marine Mammal and Sea Turtle Guidelines; BOEM 2019)
 - <https://www.boem.gov/BOEM-Marine-Mammals-and-Sea-Turtles-Guidelines/>
- Guidelines for Providing Avian Survey information for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 Subpart F (BOEM 2020)
 - <https://www.boem.gov/sites/default/files/documents/newsroom/Avian%20Survey%20Guidelines.pdf>
- Guidelines for Providing Information on Fisheries for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 (BOEM 2019)
 - <https://www.boem.gov/Fishery-Survey-Guidelines/>
- Guidelines for Providing Benthic Habitat Survey Information for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 (BOEM 2019)
 - <https://www.boem.gov/BOEM-Renewable-Benthic-Habitat-Guidelines/>
- Guidelines for Providing Archaeological and Historic Property Information Pursuant to 30 CFR Part 585 (BOEM 2020)
 - <https://www.boem.gov/sites/default/files/documents/about-boem/Archaeology%20and%20Historic%20Property%20Guidelines.pdf>
- Guidelines for Providing Geophysical, Geotechnical, and Geohazard Information Pursuant to 30 CFR Part 585 (BOEM 2020)
 - <https://www.boem.gov/sites/default/files/documents/about-boem/GG-Guidelines.pdf>
- Guidelines for Providing Information on Fisheries Social and Economic Conditions for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585 (BOEM 2020)
 - <https://www.boem.gov/sites/default/files/documents/about-boem/Social%20%26amp%3B%20Econ%20Fishing%20Guidelines.pdf>
- Technical Guidance for Assessing the Effects of Anthropogenic Sound on Marine Mammal Hearing (NOAA Fisheries 2018)
 - <https://www.fisheries.noaa.gov/resource/document/technical-guidance-assessing-effects-anthropogenic-sound-marine-mammal-hearing>
- Data Gathering Process: Geotechnical Departures for Offshore Wind Energy (DNVGL 2018)
 - <https://www.boem.gov/Data-Gathering-Process/>
- Geophysical and Geotechnical Investigation Methodology Assessment for Siting Renewable Energy Facilities on the Atlantic OCS
 - <https://www.boem.gov/G-and-G-Methodology-Renewable-Energy-Facilities-on-the-Atlantic-OCS/>
- Recommendations for Mapping Fish Habitat (NOAA's National Marine Fisheries Greater Atlantic Regional Fisheries Office Habitat Conservation and Ecosystem Services Division 2020)
- Draft Proposed Guidelines for Providing Information on Lighting and Marking of

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Structures Supporting Renewable Energy Development (BOEM 2019)

- <https://www.boem.gov/sites/default/files/documents/renewable-energy/Lighting-and-Marking-Guidelines.pdf>

Publications:

- U.S. Dept. of Energy “*Tethys*” database for offshore wind energy publications (USDOE-PNNL 2019)
 - <https://tethys.pnnl.gov/>
- NYSERDA Publications and Technical Reports
 - <https://www.nyserda.ny.gov/About/Publications>
 - <https://www.nyserda.ny.gov/About/Publications/Offshore-Wind-Plans-for-New-York-State>
 - [New-York-State](#)
- BOEM Renewable Energy Research (BOEM 2019)
 - <https://www.boem.gov/Renewable-Energy-Environmental-Studies/>
- Summary Report: Best Management Practices Workshop for Atlantic Offshore Wind Facilities and Marine Protected Species (BOEM 2018)
 - <https://www.boem.gov/Final-Summary-Report-for-BMP-Workshop-BOEM/>
- Development of Mitigation Measures to Address Potential Use Conflicts between Commercial Wind Energy Lessees/Grantees and Commercial Fishers on the Atlantic Outer Continental Shelf (BOEM 2013; BOEM 2014)
 - <https://www.boem.gov/Draft-Report-on-Fishing-Best-Management-Practices-and-Mitigation-Measures/>
 - <https://www.boem.gov/OCS-Study-BOEM-2014-654/>
- NYSDEC. n.d. New York Bight Whale Monitoring Program (NYSDEC n.d.)
 - <https://www.dec.ny.gov/lands/84428.html>
- NYSDEC. 2018. Summary Report of the New York Bight Sea Turtle Workshop (NYSDEC 2018)
 - https://www.dec.ny.gov/docs/fish_marine_pdf/dmrturtlereport.pdf

Tools:

- New York Office of Planning and Development Geographic Information Gateway
 - <http://opdgig.dos.ny.gov/#/home>
- Northeast Ocean Data Explorer (NROC 2019)
 - <https://www.northeastoceandata.org/>
- Mid-Atlantic Ocean Data Portal (MARCO 2019)
 - <https://portal.midatlanticocean.org/>
- BOEM/NOAA Marine Cadastre (BOEM & NOAA 2019)
 - <https://marinecadastre.gov/>
- NOAA Essential Fish Habitat (EFH) Data Inventory
 - <https://www.habitat.noaa.gov/application/efhinventory/index.html>
- Ocean Biogeographic Information System (OBIS) Mapper and Protected Species Database (OBIS 2019)
 - <https://mapper.obis.org/>
 - <https://mgel.env.duke.edu/projects-old/obis-seamap/>
- NOAA-USFWS ESA inventory/mapper and Section-7 Consultation tools – Mapper and IPaC (NOAA 2019; USFWS 2019)
 - <https://www.greateratlantic.fisheries.noaa.gov/protected/section7/listing/i>

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- [ndex.html](#)
- <https://ecos.fws.gov/ipac/>
- NOAA Marine Mammal Acoustic Technical Guidance (NOAA 2018)
 - <https://www.fisheries.noaa.gov/national/marine-mammal-protection/marine-mammal-acoustic-technical-guidance>
- NOAA Marine Mammal Annual Stock Assessments (NOAA 2019)
 - <https://www.fisheries.noaa.gov/national/marine-mammal-protection/marine-mammal-stock-assessments>
- National Oceanic Atmospheric Administration Greater Atlantic Regional Fisheries Office (NOAA GARFO). 2016. GARFO Acoustics Tool: Analyzing the effects of pile driving on ESA-listed species in the Greater Atlantic Region (webpage). National Marine Fisheries Service.
 - <https://www.greateratlantic.fisheries.noaa.gov/protected/section7/guidance/consultation/index.html>
- Additional sources such as Marine-Life Data and Analysis Team (MDAT; <http://seamap.env.duke.edu/models/mdat/>) as recommended by National Oceanic and Atmospheric Administration (NOAA) Fisheries and the Bureau of Ocean Energy Management.

Plans:

- Mid-Atlantic Regional Ocean Action Plan (MARCO 2016)
 - <http://midatlanticocean.org/ocean-planning/>
- Northeast Ocean Plan (NROC 2016)
 - <https://neoplan.org/plan/>
- New York State Offshore Wind Master Plan (NYSERDA 2017), with corresponding studies/appendices listed below
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Offshore-Wind-in-New-York-State-Overview/NYS-Offshore-Wind-Master-Plan>
 - [Master-Plan](#)
- New York State Offshore Wind Master Plan Birds and Bats Study (NYSERDA 2017)
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Studies-and-Surveys>
 - [Wind/Studies-and-Surveys](#)
- New York State Offshore Wind Master Plan Fish and Fisheries Study (NYSERDA 2017)
- <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Studies-and-Surveys> New York State Offshore wind Master Plan Marine Mammals and Sea Turtle Study (NYSERDA 2017)
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Studies-and-Surveys>
 - [Wind/Studies-and-Surveys](#)
- New York State Offshore Wind Master Plan Sand and Gravel Resources Study (NYSERDA 2017)
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Studies-and-Surveys>
 - [Wind/Studies-and-Surveys](#)
- New York State Offshore Wind Master Plan Environmental Sensitivity Analysis (NYSERDA 2017)
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Studies-and-Surveys>
 - [Wind/Studies-and-Surveys](#)
- New York Ocean Action Plan 2017 – 2027 (NYSDEC n.d.)

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- <https://www.dec.ny.gov/lands/84428.html>
- New York State (NYS). 2015. 2015 New York State Energy Plan.
 - <https://energyplan.ny.gov/Plans/2015.aspx>.

Other:

- New York State Fisheries Technical Working Group (NYSERDA 2019)
 - <https://nyfisheriestwg.ene.com/>
- New York State Environmental Technical Working Group
 - <https://www.nyetwg.com/>

2. Communications and Collaboration Approach

2.1. Overview and communication plan objectives

This section should provide an overview of the communication plan and objectives and its importance in environmental mitigation.

- Sunrise Wind shall seek methods and processes to allow for a two-way flow of information between key stakeholders and developers, specifically highlighting how Sunrise Wind uses this feedback to inform their decision making.
- Sunrise Wind shall provide updates to environmental stakeholders in an appropriate manner that would be easily accessed and widely distributed.

Sunrise Wind provides the following additional information related to overview and communication plan objectives:

- Sunrise Wind has and will continue to engage with both regulatory (including federal and state agencies) and non-regulatory stakeholders (including the fishing community, environmental groups, and local communities).
- Sunrise Wind has carried out a detailed stakeholder mapping process to promote the Project's awareness of relevant inputs, even from hard to reach groups, and consideration of appropriate information that is applicable to the Project. Stakeholder mapping will be periodically updated with newly identified stakeholders during the Project lifetime.

2.2. Communication officers/positions, responsibilities, and contact information

This section will provide a list of communication officers, their role, and name and contact information. The list should provide stakeholders with an understanding of who should be called for a particular issue or question. It will also include links to the project website so readers know where to find additional information.

Name/Title	Role	Contact Information
Michael Evans Permitting Manager	Permitting manager for Sunrise Wind	Phone: 614-218-4286 Email: MICEV@orsted.com
Steve Chmiel Manager Offshore Wind	Responsible for onshore permitting for Sunrise Wind	Phone: 508-397-4258 Email: stephen.chmiel@eversource.com
Sharon Whitesell Marine Mammal and Sea Turtle Lead and Environmental Manager	Receive, process, and disseminate scientific data collected in the Lease Area Marine mammal expert, E-TWG specialist; Member of RWSE planning group.	Email: SHWHI@orsted.com
Kim Peters Avian Lead and Environmental Manager	Receive, process, and disseminate scientific data collected in the relevant Lease Area(s) Lead on avian topics; E-TWG	Email: KIPET@orsted.com

Name/Title	Role	Contact Information
	specialist.	
Chris Sarro Fisheries Science Specialist	Receive, process, and disseminate scientific data collected in the relevant Lease Area(s) Member of the ROSA Advisory Council and Interim Fisheries Methods Working Group	Email: eHSAR@orsted.com

Project website: <https://sunrisewindny.com/>

2.3. Identification of stakeholders

This section should describe the process by which stakeholders relevant to environmental issues will be identified and classified by stakeholder group.

- Sunrise Wind is continuing to work on its engagement and consultation strategy. In developing a consultation and stakeholder strategy, Sunrise Wind has taken into account the following essential requirements:
 - the groups and individuals interested in or affected by the proposed development are identified;
 - Information issued to the public and consultees is accurate, understandable, issued at the appropriate time and does not overwhelm recipients;
 - Dialogue is held between those affected by the decisions and those responsible for making the decisions;
 - The comments provided by the public and consultees are incorporated within the final decision-making process and final decision;
 - Feedback is provided to all consultees, including the public, explaining the actions taken and how the final decision has been influenced by the process.
- Sunrise Wind has and will continue to identify stakeholders based on a detailed and overarching approach to assessing all those interested parties including information collected from the following areas:
 - Commissioned studies that identify federal, state, and local permits, approvals, and consultations required for the Project;
 - List of potential agencies and associated authorizations required for the Project;
 - NYSERDA’s recommendations;
 - E-TWG and F-TWG recommendations;
 - Attendees of Project open house events;
 - Interest groups of potentially impacted resources;
 - Recommendations provided at local community meetings;
 - Prior experience during outreach for the South Fork Wind Farm Project;

2.4. Participation in stakeholder and technical working groups

2.4.1. Communication with E-TWG

This should describe the communication and collaboration approach with members of the

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E-TWG and consultations.

- Sunrise Wind shall dedicate Project-specific technical resources to the E-TWG.
- To the extent practicable, Sunrise Wind shall work with the E-TWG and shall attend E-TWG meetings and workshops.
- Sunrise Wind shall identify specific individuals to serve at least one-year terms in the role of primary and secondary core members.
- Sunrise Wind shall work with NYSERDA to plan and host Project-specific EMP consultations.

Sunrise Wind provides the following additional information related to communication with E-TWG:

- Sunrise Wind and its affiliates have been active participants in the E-TWG and associated work groups since their inception.
- Ørsted has actively participated in the organizing committees for the 2018 and 2020 State of the Science workshop, and Ørsted's Sophie Hartfield Lewis was a keynote speaker in 2018 and Ørsted's Madeline Hodge participated in a panel on cumulative impacts in 2020.
- Sunrise Wind has dedicated Project-specific resources to the E-TWG, Liz Gowell and Michael Evans.
- Sunrise Wind has dedicated specialists contributing to the Specialist Committees, including the Marine Mammal and Sea Turtle Specialist Committee and the Bird and Bat Specialist Committee.
- Sunrise Wind will continue working with the E-TWG and attend future meetings and workshops. Specifically, Sunrise Wind will participate and engage relevant stakeholders participating in the E-TWG pursuant to Section 12.04 of the OREC Agreement.

2.4.2. Communication with other New York State agencies

This should describe communication with New York State agencies during each phase of the project.

- Sunrise Wind has hosted inter-agency Project kick-off meetings with federal and New York state regulators, and federally recognized tribes. The meetings introduced the Project and team and key components.
- Sunrise Wind has hosted and will continue to host Project update meetings with federal and New York state regulators, and federally recognized tribes to provide status updates on Project activities and design.
- Sunrise Wind will continue to consult with the Consulting New York State Agencies at the request of such agencies to provide status updates on planned Project activities (i.e. field surveys, siting, etc.) and to solicit feedback.
- Sunrise Wind will continue to consult with the Consulting New York State Agencies pursuant to Section 12.03 of the OREC Agreement.

2.4.3. Communication with other stakeholder and working groups

This should describe any relevant participation with other stakeholder groups that would help inform the EMP.

- Sunrise Wind shall seek to collaborate with other regulatory agencies and stakeholder groups and participate in such collaborative efforts (e.g., E-TWG, F-TWG, ROSA, RWSC, etc.).
- Sunrise Wind shall include communication activities in Quarterly Reports.

Sunrise Wind provides the following additional information related to communication with other stakeholder and working groups:

- Sunrise Wind has developed a Community Outreach Plan for the Project to identify and engage various interests including local communities, environmental groups, fishing communities, recreational boating groups, low income populations, and labor and local business interest.
- In development of the Community Outreach Plan, Sunrise Wind has and will continue to leverage its affiliates' experience implementing successful community outreach and engagement plans for many offshore wind projects in the US, Europe, and Asia.
- Sunrise Wind has developed a Project Involvement Plan specifically for outreach to communities on Long Island where the onshore portions of the Project will be located.

2.4.4. Communication and collaboration with other developers

This should describe any relevant participation and collaboration with other developers in the offshore space, with a focus on communication and collaboration with adjacent leaseholders. This may include but is not limited to shared research efforts, coordination of survey methods, or standardization of navigational and safety protocols.

- Sunrise Wind shall seek to maximize the impact of research efforts such as data collection, methodology, analysis and dissemination by collaborating with other developers, particularly those in adjacent lease areas, taking on similar initiatives.

2.5. Communication methods and tools by phase

This section should describe the communication and outreach methods and tools that will be

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employed for each stakeholder group during each phase of the project.

- Sunrise Wind will continually refine its Community Outreach Plan during each phase of the Project, subject to applicable permitting requirements.

Proposed Outreach Method/Tools	Phase*			
	1	2	3	4
Outreach to local communities through informational meetings	X	X	X	X
Press releases	X	X	X	X
Website promotion	X	X	X	X
Social media	X	X	X	X
Notice to Mariners	X	X	X	X
<i>*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission</i>				

3. Supporting Other Research

3.1. *Support of collaborative research*

This section should describe how opportunities for developing or investing in collaborative research with the environmental community to collect ecological data will be identified and undertaken. The description must account for the need to coordinate with members of the E-TWG during data gathering and assessment.

- Sunrise Wind shall commit to being an active member of regional science organizations (e.g. Regional Wildlife Science Collaborative, Responsible Offshore Science Alliance).

Sunrise Wind provides the following additional information related to collaborative research:

- Sunrise Wind is committed to supporting third party research associated with development of the Project and intends to take a collaborative approach to science. Sunrise Wind has committed to providing funds to support third party research as outlined in Section 3.5.
- Sunrise Wind will engage with the E-TWG, in accordance with Section 12.04 of the OREC Agreement, regarding potential research topics, scopes and methodologies.
- Sunrise Wind and its affiliates support, and Ørsted is actively involved in, the Regional Wildlife Science Collaborative (RWSC) and the Responsible Offshore Science Alliance (ROSA), which establishes science priorities collaboratively with agencies and the fishing industry and maximizes the value of the investment spent on fisheries science.
- Sunrise Wind is employing a Science Coordinator to facilitate reasonable requests for data and other forms of participation in science initiatives designed to enhance understanding of impacts from offshore wind.

3.2. *Handing/processing requests*

This section should describe how requests for coordination with third-party supported scientists will be processed - including providing reasonably-requested Project data and access to the Project area for independent scientists examining environmental sensitivities and/or the impacts of offshore wind energy development on the environment for the purpose of publication in peer-reviewed journals or other scientifically rigorous products.

- Sunrise Wind will employ a designated Science Coordinator to receive, process and collaborate on requests for Project data.
- Sunrise Wind will establish a workspace to coordinate and facilitate data sharing.
- Sunrise Wind will coordinate with non-Project vessels, including research vessels, for independent scientists to examine any environmental sensitivities as a result of the Project.

3.3. *Data availability*

This section should describe how data will be made available in accordance with Section 2.2.8 of the RFP

- Sunrise Wind will make environmental data available in accordance with Section 12.07 of the OREC Agreement.
- Sunrise Wind will set up a data portal or similar data sharing website. This site will provide information on available non-proprietary data that is either publicly available or available upon request. This portal is intended to integrate with existing platforms (including Northeastern Regional Association of Coastal Ocean Observing System [NERACOOS], Southeast Coastal

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Ocean Observing Regional Association [SERACOOS], Mid-Atlantic Coastal Ocean Observing System [MARACOOS], Northeast Regional Ocean Council [NROC], and Mid- Atlantic Ocean Data Portal [MARCO]) and will serve as :

- A central guide to available Sunrise Wind environmental data
 - A link to portals/website where data is visualized live
 - A link to available and archived data sets or a link to request access to available data
- Sunrise Wind will use meta-data standards, where they are established, set by NOAA and NCEI for met/ocean data and biological data (<https://www.ncei.noaa.gov/resources/metadata>).
 - Sunrise Wind will engage with U.S. Integrated Ocean Observing System (IOOS), NERACOOS, NROC and trust agencies to address any meta-data gaps and ensure future consistency of environmental data collection.
 - Sunrise Wind will coordinate with NERACOOS to make available any non -proprietary data from met-ocean instruments (e.g. FLIDAR) in near real-time once deployed for use by mariners as well as the National Weather Service for forecast modelling as applicable.
 - Sunrise Wind participated in a joint Regional Ocean Observing Systems (NERACOOS/MARACOOS) and Ocean Data Portals (NROC/MARCO) Coordination of data platforms webinar on October 2, 2020.

3.4. Proposed restrictions

This section should describe any restrictions on data provision or access that may be required to protect trade secrets or maintain site security.

- Sunrise Wind shall seek to explain why identified data types are considered commercially sensitive.

Sunrise Wind provides the following additional information related to proposed restrictions:

- Sunrise Wind will use a 3rd party Science Coordinator who will in coordination with Sunrise Wind staff consider and, as appropriate, implement, any restrictions on data provision or access that Sunrise Wind believes may be required to protect trade secrets or maintain site security as part of that process.

3.5. Financial commitment for third party research

This section should provide a level of financial commitment, if elected, that will be appropriated to leverage third-party environmental research funding, including federal or State-supported research. Or, if elected, provide the level of commitment to a general fund for supporting third-party research into potential environmental effects of offshore wind energy development. These financial commitments are outside those identified in Section 2.2.7 of the RFP and beyond those identified to fulfill state and federal regulatory permitting requirements.

- Sunrise Wind has made commitments to third-party environmental research funding for marine mammals and fisheries concerns. The details of these commitments are being finalized and will be announced at a future date.
- Sunrise Wind and its affiliates have provided funding for 10 Vemco VR16-4H tags to the University of Massachusetts Dartmouth to support telemetry research at Cox Ledge.

3.6. Proposed or existing commitments/collaborations

This section should describe proposed or existing commitments and collaborations with third-party researchers in support of monitoring activities and assessing impacts.

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- Sunrise Wind and its affiliates have agreed to sharing available PSO data collected to date with New England Aquarium and NMFS GARFO for analysis funded by the Marine Mammal Commission. This data will be compared to ongoing aerial surveys conducted by New England Aquarium in the RI-MA-WEA and MA-WEA.
- Sunrise Wind's affiliates have presented some summary PSO data results and data collection methods, including data collected during geophysical and geotechnical surveys for Sunrise Wind, at the 2019 World Marine Mammal Conference, including:
 - Steckler et al., 2019: New Technology Instantly Shares Sightings to Prevent Vessel Strikes.
 - Smultea et al., 2019: Review of Night Vision Technologies for Detecting Cetaceans from Vessels at Sea
 - Smultea LLC is drafting a paper for publication with a more detailed review of thermal camera systems used during Geophysical and Geotechnical surveys and based on Orsted PSO data including Sunrise Wind data.
- Sunrise Wind and its affiliates will continue to voluntarily report any and all North Atlantic Right whales and maintain ongoing engagement with WhaleAlert, New England Aquarium (NEAQ), and NMFS GARFO and Northeast Fisheries Science Center (NEFSC) to enhance and improve on real-time sharing of information across multiple data platforms.
- Orsted's Ocean Wind project recently launched the ECO-PAM project (<https://orsted-eco-pam-web-portal.srv.axds.co/>). The project includes deployment of a buoy (the Martha's Vineyard Buoy) in the vicinity of the Sunrise Wind project and near real-time sightings from the buoy are directly fed to the Mysticetus data entry platform for PSOs' awareness. Currently all active real-time passive acoustic sensors (5) south of Cape Cod are funded by offshore wind developers: <http://dcs.who.edu/>.
- Sunrise Wind is developing site-specific studies which would examine fisheries and benthic resource topics, such as larval distributions, benthic habitat quality, distribution of nonindigenous/invasive species, and distribution and abundance of selected commercially and recreationally important fisheries species within the region of influence of the Project. The studies would be developed around clear research questions and testable hypotheses. The analytical methods and the data analyses will be clearly stated in the monitoring plan.
- To the extent practicable, Sunrise Wind will aim to employ techniques that integrate with ongoing data collection efforts and will consider having spatial and temporal overlap with existing surveys when possible.
- To the extent practicable, Sunrise Wind will strive to coordinate with fisheries monitoring being carried out by other developers.
- Sunrise Wind will coordinate with non-Project vessels, including research vessels, for independent scientists to examine fishery sensitivities and other environmental topics.
- Sunrise Wind will use commercial fishing vessels for the research it conducts whenever feasible, available, and appropriate.
- Sunrise Wind and its affiliates are developing additional commitments and collaborations with third-party researchers which will be announced when details of the collaborations are finalized.
- Sunrise Wind and its affiliates will share some results of monitoring completed for the Block Island Wind Farm at a future E-TWG meeting in 2021.

4. Proposed Mitigation of Impacts to Marine Mammals and Sea Turtles

4.1. Baseline characterization

4.1.1. Available information

Describe existing key literature and datasets that are available for baseline characterization.

- Studies are available to assess the baseline characteristics for marine mammals and sea turtles potentially occurring within the Project Area. Such studies include, but are not limited to, the following documents. The full list of data sources used for baseline characterization is located in the Sunrise Wind Construction and Operations Plan (COP).
- NYSERDA and/or NYSDEC studies on marine wildlife and whales, including:
 - New York State Department of Environmental Conservation (NYSDEC). 2015. List of Endangered, Threatened and Special Concern Fish & Wildlife Species of New York State. Accessed July 2020.
 - New York State Department of Environmental Conservation (NYSDEC). 2020. Seagrass Management. Accessed June 2020.
 - <https://www.dec.ny.gov/lands/110813.html>.
 - New York State Energy Research and Development Authority (NYSERDA). 2017. Offshore Wind Master Plan. July 2020
 - <https://www.nyserdera.ny.gov/All%20Programs/Programs/Offshore%20Wind/About%20Offshore%20Wind/Master%20Plan>
 - New York Bight Whale Monitoring Program Aerial Survey (NYSDEC 2020)
 - <https://www.dec.ny.gov/lands/113818.html#Methods>
 - Normandeau and APEM 2019a. Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy. Second Annual Report Summer 2016 – Spring 2018 Fourth Interim Report. Accessed August 2020.
 - https://remote.normandeau.com/docs/NYSERDA_2016-2018_4th_Semi-Annual_report.pdf
 - Normandeau and APEM 2019b. Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy, Summer 2018 Taxonomic Analysis Summary Report. Accessed August 2020.
 - https://remote.normandeau.com/docs/NYSERDA_Summer_2018_Taxonomic_Analysis_Summary_Report.pdf
 - Normandeau and APEM 2019c. Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy, Fall 2018 Taxonomic Analysis Summary Report. Accessed August 2020.
 - https://remote.normandeau.com/docs/NYSERDA_Fall_2018_Taxonomic_Analysis_Summary_Report.pdf
 - Normandeau and APEM 2019d. Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy. Accessed August 2020.

- https://remote.normandeau.com/docs/NYSERDA_Spring_2019_Taxonomic_Analysis_Summary_Report.pdf
- Normandeau and APEM. 2020. Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy Winter 2018-2019 Taxonomic Analysis Summary Report. Accessed August 2020.
 - https://remote.normandeau.com/docs/NYSERDA_Winter_2018_19_Taxonomic_Analysis_Summary_Report.pdf
 - <https://www.dec.ny.gov/animals/7494.html>
- BOEM studies on whales, sea turtles, and marine species, including:
 - Bureau of Ocean Energy Management (BOEM). 2013. Commercial Wind Lease Issuance and Site Assessment Activities on the Atlantic Outer Continental Shelf Offshore Rhode Island and Massachusetts, Revised Environmental Assessment. Office of Renewable Energy Programs. OCSEIS/EA. BOEM 2013-1131.
 - Bureau of Ocean Energy Management (BOEM). 2014. Commercial Wind Lease Issuance and Site Assessment Activities on the Atlantic Outer Continental Shelf Offshore Massachusetts, Revised Environmental Assessment. OCS EIS/EA, BOEM 2014-603.
 - Bureau of Ocean Energy Management. 2018. Summary Report: Best Management Practices Workshop for Atlantic Offshore Wind Facilities and Marine Protected Species (2017). Sterling (VA): US Department of the Interior, Bureau of Ocean Energy Management, Atlantic OCS Region, Washington, D.C. OCS Study BOEM 2018-015.
 - <https://www.boem.gov/sites/default/files/renewable-energy-program/Final-Summary-Report-for-BMP-Workshop-BOEM-2018-015-%281%29.pdf>
 - Bureau of Ocean Energy Management (BOEM). 2019. Guidelines for Providing Information on Marine Mammals and Sea Turtles for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585. Accessed June 2020.
 - <https://www.boem.gov/sites/default/files/renewable-energy-program/Regulatory-Information/BOEM-Marine-Mammals-and-Sea-Turtles-Guidelines.pdf>
 - Bureau of Ocean Energy Management (BOEM). 2019. Vineyard Wind Offshore Wind Energy Project Biological Assessment. December 2018 (Revised March 2019) For the National Marine Fisheries Service. Accessed June 2020.
 - <https://www.boem.gov/sites/default/files/documents//Revised%20Biological%20Assessment%20Submitted%20to%20the%20U.S.%20Fish%20and%20Wildlife%20Service.pdf>
 - Bureau of Ocean Energy Management (BOEM). 2020. National Marine Fisheries Service Endangered Species Act Section 7 Consultation Biological

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- <https://www.boem.gov/sites/default/files/documents/renewable-energy/Final%20Biological%20Opinion%20from%20NOAA%20Fishes.pdf>
- Bureau of Ocean Energy Management (BOEM). 2020. Vineyard Wind 1 Offshore Wind Energy Project Supplement to the Draft Environmental Impact Statement. OCS EIS/EA BOEM 2020-025.
 - <https://www.boem.gov/sites/default/files/documents/renewable-energy/Vineyard-Wind-1-Supplement-to-EIS.pdf>
- NOAA studies on marine mammals and marine turtles, including:
 - NOAA Fisheries 2017. 2017 Annual Report of a Comprehensive Assessment of Marine Mammal, Marine Turtle, and Seabird Abundance and Spatial Distribution in US waters of the Western North Atlantic Ocean – AMAPPS II.
 - https://www.nefsc.noaa.gov/psb/AMAPPS/docs/AMAPPS%202017%20annual%20report_final.pdf
 - NOAA Fisheries. 2020. Office of Protected Resources, Marine Mammal Stock Assessment Reports. (SARs) by Species/Stock
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 - Special Area Management Plan Technical Report #10. pp 337. Sunrise Wind will comply with
 - BOEM's site characterization requirements in 30 CFR § 585.626(3).

4.1.2. Data being collected

Describe data collected, or will be collected, to support baseline characterization.

- Observations of all right whales and dead, entangled, or distressed marine mammals shall be communicated to federal authorities as soon as is practicable, and no later than 24 hours after occurrence.

Sunrise Wind provides the following additional information related to data collection:

- Sunrise Wind will continue to conduct appropriate site assessment surveys to establish baseline conditions of wildlife within the Project Area.
- The surveys conducted by Sunrise Wind to support baseline characterization have included and will continue to include PSO sightings data derived from HRG and geotechnical surveys conducted in the Project Area.
- Sunrise Wind will rely on baseline data from NYSERDA's 3-year fine scale aerial survey of marine wildlife as well as the existing literature and datasets described in Section 4.1.1, and other published scientific literature.
- Sunrise Wind has completed a Project-specific Marine Mammal, Sea Turtle, and ESA-Listed Fish Assessment and a comprehensive underwater acoustic assessment to include modeling in support of evaluation of potential impacts due to noise generated during construction of the Project.
- Sunrise Wind will apply best available marine mammal densities as provided by the Duke University MDAT project.

In addition to this, Sunrise Wind has collected the following to address data gaps:

- Sunrise Wind will continue to collect PSO sightings data derived from HRG and geotechnical surveys conducted in the relevant Lease Area(s). Sunrise Wind is considering development of potential study topics following a review of the literature on existing offshore wind farms (including the baseline materials described), regional and local stakeholder concerns, and data gaps identified by resource managers in the Project Area and vicinity. Need for additional data collection will be determined through coordination with the jurisdictional federal and state agencies through the permitting process.
- Sunrise Wind will support funding for collection of data related to the impact of noise on communication of marine and terrestrial animals for baseline characterization and impacts analysis. The details of this funding will be announced at a later date.

4.2. Species at risk

Describe which species the Developer believes to be of greatest concern and why.

- Sunrise Wind believes, of all the marine mammals and sea turtle species that have the potential to occur within the Project Area, the five ESA-listed whales and the four ESA-listed sea turtles are of greatest concern because of their currently low population status.
- Sunrise Wind notes that 36 marine mammal species (cetaceans and pinnipeds) and five sea turtle species are known to occur within the north Atlantic OCS region. All 36 marine mammal species are protected by the Marine Mammal Protection Act (MMPA), and some are additionally protected by the Endangered Species Act (ESA). All of the identified sea turtle species are protected by the ESA.
- Sunrise Wind identified 14 MMPA protected species considered to have regular or common occurrence in the waters surrounding the Project area, at least seasonally:
 - harbor porpoise (*Phocoena phocoena*),
 - Atlantic white-sided dolphin (*Lagenorhynchus acutus*),
 - Atlantic spotted dolphin (*Stenella frontalis*),
 - short-beaked common dolphin (*Delphinus delphis*),
 - bottlenose dolphin (*Tursiops truncatus*),

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- long-finned pilot whale (*Globicephala melas*),
- humpback whale (*Megaptera novaeangliae*),
- fin whale (*Balaenoptera physalus*),
- North Atlantic right whale (*Eubalaena glacialis*),
- sei whale (*Balaenoptera borealis*),
- minke whale (*Balaenoptera acutorostrata*),
- sperm whale (*Physeter catodon*),
- harbor seal (*Phoca vitulina*), and
- gray seal (*Halichoerus grypus*).
- Sunrise Wind identified five ESA-listed whale species known to occur within the waters of the north Atlantic OCS region:
 - North Atlantic right whale (*Eubalaena glacialis*),
 - blue whale (*Balaenoptera musculus*),
 - fin whale (*Balaenoptera physalus*),
 - sei whale (*Balaenoptera borealis*), and
 - sperm whale (*Physeter macrocephalus*)
- Sunrise Wind identified four ESA-listed sea turtle species that are considered possible to occur in the Project area:
 - Leatherback (most likely to be encountered in the waters surrounding the Lease Area and export cable);
 - Loggerhead (most likely to occur in the nearshore water surrounding the Lease Area and export cable during summer and fall);
 - Atlantic (Kemp's) ridley (documented presence in nearshore waters during summer and fall); and
 - green sea turtle (documented presence around seagrass beds in nearshore waters during the summer and fall, however, considered to be uncommon).
- The presence and/or absence of marine mammals within these waters can be affected by a variety of parameters including water temperature, movements or availability of prey, and human presence or disturbance.

4.3. Potential impacts and mitigation measures by phase

The table below should list the potential impacts to marine mammals and sea turtles and proposed mitigation measures. To this end, a description of proposed measures to minimize the impacts of sound on marine mammals and sea turtles during all phases to Project development should be included. In addition, provide a description of the anticipated pre- and post- construction survey techniques to establish an ecological baseline and changes to that baseline within the Project site; the minimum size of exclusion zone intended to be monitored during geophysical surveys and construction; planned approaches to understanding marine mammal and sea turtle presence and absence within development site exclusion zone during site assessment and construction (e.g. a combination of visual monitoring by protected species observers and passive acoustic monitoring, the use of night vision and infra-red cameras during nighttime activities, etc.); proposed temporal constraints on construction activities and geophysical surveys with noise levels that could cause injury to harassment in marine mammals (e.g., seasonal restrictions during periods of heightened vulnerability for priority species; commencing activities during daylight hours and good visibility conditions, dynamic adjustments following the detection of a marine mammal); and proposed equipment and technologies the Developer would use to reduce the amount of sound at the source, if any.

Sunrise Wind provides additional information related to impacts/risks and mitigation measures by project stage in this table.

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Potential Impacts	Proposed Mitigation Measures ¹	Phase*			
		1	2	3	4
Underwater noise impacts from geophysical survey equipment	<ul style="list-style-type: none"> • Exclusion, clearance, and monitoring zones shall be maintained around noise-generating activities to help measure and mitigate potential noise-related effects on marine mammals • Monitoring during noise-generating activities shall be done through an integrated monitoring approach, including the use of PAM, NMFS-approved PSOs, and other proven technologies, as appropriate, to the extent practicable and in compliance with federal regulation • Noise generating geophysical survey work shall not commence after dark or at other times of low visibility that would prevent sufficient monitoring of exclusion zones, to the extent compatible with practicability and worker safety • Exclusion and monitoring zones for marine mammals and sea turtles during all site assessment surveys, including: <ul style="list-style-type: none"> ○ A 1,640-foot (ft) (500-meter [m]) separation distance for the North Atlantic right whale and a 328-ft (100-m) separation distance for all other marine mammal species and sea turtles. ○ Pre-clearance of exclusion zones as defined by NOAA Fisheries ○ Ramp-up and shut-down procedures • A visual monitoring program conducted by NOAA Fisheries-approved PSOs • Environmental training for all vessel personnel regarding animal identification and protocol when sightings occur • Require Project vessels to comply with NOAA ship speed regulations and BOEM lease conditions specific to vessel speeds • Tow passive acoustic monitoring equipment (PAM) during geophysical surveys, pursuant to regulatory concurrence for current approved surveys** Use of night vision binoculars and infrared technology during period of poor visibility 	X	X	X	

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Potential Impacts	Proposed Mitigation Measures ¹	Phase*			
		1	2	3	4
Underwater noise impacts from construction and installation activities	<ul style="list-style-type: none"> • Sunrise Wind shall seek to use noise attenuation technologies to reduce sound from pile driving of foundations (if such methods are used) • Monitoring during noise-generating activities shall be done through an integrated monitoring approach, including the use of PAM, NMFS-approved PSOs, and other proven technologies, as appropriate, to the extent practicable • Sunrise Wind shall not commence impact pile driving for foundation installation during poor visibility conditions such as darkness, fog, and heavy rain, unless an alternative mitigation monitoring plan that does not rely on visual observation has been determined to be effective, to the extent compatible with practicability and worker safety • The Project will implement the following mitigation measures, pursuant to ongoing dialogue with BOEM and NOAA Fisheries. Each of these methods and tools has been successfully applied by Orsted, Sunrise Wind, and/or its affiliates in support of geophysical surveys and/or the construction and operation of offshore wind projects across the globe. A protected species mitigation and monitoring plan (PSMMP) will be developed in phases and will describe these measures and will be included within the Incidental Harassment Authorization (IHA) and further expanded as for the COP: <ul style="list-style-type: none"> • Exclusion and monitoring zones • Ramp-up/soft-start procedures • Shutdown procedures (if technically feasible) • Qualified and NOAA Fisheries-approved protected species observers (PSOs) • Noise attenuation technologies • Passive Acoustic Monitoring systems (fixed and mobile) • Reduced visibility monitoring tools/technologies (e.g., night vision, infrared and/or thermal cameras) • Adaptive vessel speed reductions • Utilization of software to share visual and acoustic detection data between platforms in real time. • Use of passive acoustic monitoring equipment (PAM) to measure the sound field during foundation installation, pursuant to regulatory concurrence • Committed to noise attenuation technologies to reduce sound from pile driving of foundations, pursuant to regulatory concurrence 		X		

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Potential Impacts	Proposed Mitigation Measures ¹	Phase*			
		1	2	3	4
	<ul style="list-style-type: none"> • Will evaluate attenuation of noise from a range of methods and will assess their effectiveness, commercial viability, safety risk, and practicability • Has conducted an underwater acoustic assessment in support of evaluation of potential impacts to marine mammals due to noise generated during construction and operation of the Project, particularly with regard to pile driving activities. The assessment followed NOAA Fisheries' 2018 revised Technical Guidance for Assessing the Effects of Anthropogenic Sound on Marine Mammal Hearing (NOAA Construction and Operations Plan Fisheries 2018a) and NOAA Fisheries' Greater Atlantic Regional Fisheries Office tool for assessing the potential effects to ESA-listed fish and sea turtles exposed to elevated levels of underwater sound from pile driving. Potential zones of influence described in this assessment will be reflected in the proposed mitigation measures in the mitigation and monitoring plan. 				
Vessel strikes on marine mammals and sea turtles	<ul style="list-style-type: none"> • Sunrise Wind shall ensure that all vessel personnel are trained regarding animal identification and protocols when sightings occur • Sunrise Wind shall provide reference materials on board all project vessels for identification of marine mammals and sea turtles • Provide training for all vessel personnel regarding animal identification and protocol when sightings occur • Training for personnel onboard Project vessels will include marine mammal sighting and reporting that will stress individual responsibility for marine mammal awareness and protection. • Use of trained Protected Species Observers (PSOs) as required by the Project-specific Protected Species Mitigation and Monitoring Plan (PSMMP) • Require Project vessels to comply with NOAA ship speed regulations and BOEM lease conditions specific to vessel speeds: <ul style="list-style-type: none"> ○ 10 knots for vessels 65 ft (19.8 m) or greater during the period of November 1 through April 30. ○ 10 knot (<18.5 km per hour [km/h]) speed restrictions in any Dynamic Management Area (DMA) <p>Or will implement alternative mitigation measures pursuant to engagement with BOEM</p>	X	X	X	X

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Potential Impacts	Proposed Mitigation Measures ¹	Phase*			
		1	2	3	4
	<p>and NOAA Fisheries</p> <ul style="list-style-type: none"> Require operational automatic identification system (AIS) on all vessels associated with the construction, O&M, and decommissioning of the Project, pursuant to USCG and AIS carriage requirements. AIS will be used to monitor the number of vessels and traffic patterns for analysis and compliance with vessel speed requirements. Adhere to NOAA Fisheries Operational Guidelines when in sight of marine mammals (NOAA Fisheries & NOS 2013), unless doing so would compromise human or environmental health and safety of Project personnel Adhere to NOAA Fisheries' Vessel Strike Avoidance Measures and Reporting for Mariners (NOAA Fisheries 2008). Support the Whale Alert network to enhance awareness of and reduce the risk of ship strikes in the maritime community (http://www.whalealert.org/) 				
Electromagnetic Fields (EMF), resulting in potential disturbance to marine mammals/sea turtles and/or their prey resource	<ul style="list-style-type: none"> Sunrise Wind shall use proper shielding to reduce EMF impacts. Sunrise Wind shall conduct EMF modeling and assessments to identify potential mitigation requirements. Cable shielding as well as cable burial, where feasible, will limit EMF exposure. 	X	X	X	
Direct or indirect effects from changes in water quality due to contamination or spills	Require all construction and O&M vessels to comply with applicable International Convention for the Prevention of Pollution from Ships (IMO MARPOL), federal (USCG and EPA), and state regulations and standards for the management, treatment, discharge, and disposal of onboard solid and liquid wastes and the prevention and control of spills and discharges.			X	X
*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission					

4.4. Monitor for potential impacts during each phase

Describe how potential impacts will be monitored on marine mammals and sea turtles during each phase of physical work for the Project (site assessment, construction, operation, and decommissioning) to inform mitigation planning for later phases of the Project as well as for future Projects.

- Sunrise Wind shall seek to collaborate with other regulatory agencies and stakeholder groups to identify research needs and opportunities.

4.4.1. Assess and quantify changes

Describe how changes to environmental resources will be quantified using statistically sound methods.

- Ideally, specific questions and focal taxa shall be chosen for the Project either based on site-specific fisheries risk assessment, or in relation to broader regional efforts to assess variation between sites and understand cumulative impacts for sensitive species.
- Monitoring will, to the extent practicable, use appropriate study designs and methodologies to effectively analyze risk prior to construction and evaluate impacts during construction and operation by testing hypotheses and helping to assure statistical power for meaningful data analysis.
- Outside expertise will, if practicable, be consulted during study design and data analysis processes.

Sunrise Wind provides the following additional information related to assessing and quantifying changes:

- Sunrise Wind is considering development of study topics and methodologies for pre- and post-construction monitoring of marine mammals and sea turtles. A decision to undertake pre- during and post-construction monitoring would be based on requirements from federal and state agencies. Sunrise Wind proposes to undertake a strategic process to develop methodologies and study topics, based on requirements from federal and state agencies, and utilizing a scientific advisory committee composed of technical experts, to provide objective scientific guidance for Project consideration. The final plans would be subject to additional review and input by federal and state parties during the regulatory review processes for the Project.
- Sunrise Wind will evaluate other technologies to support adaptive mitigation and monitoring to increase Project flexibility through enhanced situational awareness, including: autonomous real time marine mammal acoustic detectors (i.e., buoys and gliders); and
- real time marine mammal sightings data software/platform to share data.

4.4.2. Address data gaps

Describe how data gaps will be addressed.

- Sunrise Wind shall work with stakeholders, including regulatory agencies and local groups, in the design phase of the Project to identify data gaps to be addressed through surveys or permitting applications.

Sunrise Wind provides the following additional information related to data gaps:

- Sunrise Wind will work with stakeholders, including regulatory agencies and local groups, in the design phase of the Project to identify data gaps to be addressed through surveys or permitting

applications.

- Sunrise Wind will work with regulatory agencies when developing the monitoring and mitigation plan in an effort to address existing data gaps through pre- and post-construction monitoring in accordance with applicable permit requirements.

4.5. *Strategies for developing alternate protocols*

Describe the process for determining when mitigation strategies are insufficient and under what conditions they might elect to rehabilitate or restore impacted marine mammals and sea turtles in an alternative location.

- As necessary, Sunrise Wind shall explore this further in consultation with the E-TWG, regulatory agencies and relevant stakeholders.

Sunrise Wind provides the following additional information related to strategies for developing alternate protocols:

- Sunrise Wind will work with federal and state agencies to determine appropriate and practicable marine wildlife monitoring and mitigation methods during the construction, operation, and decommissioning phases of the Project.
- Sunrise Wind will continue to engage with BOEM, NOAA Fisheries, USFWS, and other stakeholders to identify and implement appropriate and practicable measures to avoid, minimize, and/or mitigate impacts throughout all phases of the Project as required by applicable permits.
- Following identification of potential impacts, Sunrise Wind will work with regulators to establish processes for evaluating the effectiveness of selected mitigation strategies. Additionally, it will coordinate with federal and state agencies to identify additional mitigation strategies or potential modifications to selected mitigation measures that may be implemented in the event the base mitigation strategies are determined to be insufficient by relevant regulatory agencies

5. Proposed Mitigation of Impacts to Birds and Bats

5.1. Baseline characterization

Describe how baseline data will be established on the presence of bird and bat assemblages, temporal and spatial use of the site by key species within the area of the proposed Project.

5.1.1. Available information

Describe key existing literature and datasets that are available for baseline characterization.

- Studies are available to assess the baseline characteristics for birds and bats potentially occurring within the Project Area. Such studies include, but are not limited to, the following documents. The full list of data sources used for baseline characterization is located in the Sunrise Wind COP.
 - NYSERDA and/or NYSDEC studies on marine wildlife and birds and bats;
 - Jennings, K. 2018. Presentation: 2018 Long Island Colonial Waterbird & Piping Plover Update. Harbor Herons & Other Waterbirds of the Greater NY/NJ Harbor Working Group (December 11, 2018). Prepared by New York State Department of Environmental Conservation.
 - NYSERDA. 2017. New York State Offshore Wind Master Plan: Birds and Bats Study. NYSERDA Report 17-25q.
 - <https://www.nyserderda.ny.gov/All-Programs/Programs/Offshore-Wind/About-Offshore-Wind/Master-Plan>
 - NYSERDA. 2017. New York State Offshore Wind Master Plan: Cable Landfall Permitting Study. NYSERDA Report 17-25q.
 - <https://www.nyserderda.ny.gov/All%20Programs/Programs/Offshore%20Wind/About%20Offshore%20Wind/Master%20Plan>
 - Normandeau and APEM. 2019. Remote Marine and Onshore Technology Digital Aerial Baseline Survey of Marine Wildlife in Support of Offshore Wind Energy. Prepared for New York State Energy Research and Development Authority.
 - https://remote.normandeau.com/portal_data.php?pj=6&public=1
 - BOEM and USFWS studies on marine species, seabirds, and bats;
 - Dowling, Z., P.R. Sievert, E. Baldwin, L. Johnson, S. von Oettingen, and J. Reichard. 2017. Flight Activity and Offshore Movements of Nano-Tagged Bats on Martha's Vineyard, MA. OCS Study BOEM 2017-054. U.S. Department of the Interior, Bureau of Ocean Energy Management, Sterling, VA. 39 pp.
 - Johnson, J.A., J. Storrer, K. Fahy, and B. Reitherman. 2011. Determining the Potential Effects of Artificial Lighting From Pacific Outer Continental Shelf (POCS) Region Oil and Gas Facilities on Migrating Birds. OCS Study BOEMRE2011-047. US Department of the Interior, Bureau of Ocean Energy Management, Regulations and Enforcement, Camarillo, CA, 20+ pp.
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- Pelletier, S.K., K. Omland, K.S. Watrous, and T.S. Peterson. 2013. Information Synthesis on the Potential for Bat Interactions with Offshore Wind Facilities – Final Report. U.S. Dept of the Interior, Bureau of Ocean Energy Management, Headquarters, Herndon, VA. OCS Study BOEM 2013-01163. 119 pp.
- Spiegel, C.S., A.M. Berlin, A.T. Gilbert, C.O. Gray, W.A. Montevecchi, I.J. Stenhouse, S.L. Ford, G.H. Olsen, J.L. Fiely, L. Savoy, M.W. Goodale, and C.M. Burke. 2017. Determining Fine-scale Use and Movement Patterns of Diving Bird Species in Federal Waters of the Mid-Atlantic United States Using Satellite Telemetry. OCS Study BOEM 2017-069. US Department of the Interior, Bureau of Ocean Energy Management, Sterling, VA.
- Veit, R.R., T.P. White, S.A. Perkins, S. Curley. 2016. Abundance and Distribution of Seabirds off Southeastern Massachusetts, 2011-2015. U.S. Department of the Interior, Bureau of Ocean Energy Management, Sterling, Virginia. OCS Study BOEM 2016-067. 82 pp.
- Curtice, C., J. Cleary, E. Shumchenia, and P.N. Halpin. 2019. Marine-life Data and Analysis Team (MDAT) technical report on the methods and development of marine-life data to support regional ocean planning and management.
 - <http://seamap.env.duke.edu/models/mdat/MDAT-Technical-Report.pdf>
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 - <http://www.dec.ny.gov/animals/7312.html>.
- NPS. 2018. Fire Island National Seashore Bat Population Monitoring and White-nose Syndrome. October 2018.
- Winiarski, K, P. Paton, S. McWilliams, and D. Miller. 2012. Rhode Island Ocean Special Area Management Plan: Studies Investigating the Spatial Distribution and Abundance of Marine Birds in Nearshore and Offshore Waters of Rhode Island Department of Natural Resources Science, University of Rhode Island. October 10, 2012.
- Published data of bats in offshore and nearshore environments:
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- Sjollema, A.L., J. E. Gates, R.H. Hilderbrand, and J. Sherwell. 2014. Offshore activity of bats along the mid-Atlantic coast. *Northeastern Naturalist* 21: 154– 163.
 - Stantec. 2018. Long Island Roost Study: Northern Long-eared Bats. Prepared for Cassadaga Wind LLC. August 22, 2018. 21 pp + appendices.
 - Agency coordination and communication:
 - USFWS. 2020. Information for Planning and Consultation, Letter Re: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project. March 11, 2020. New York Natural Heritage Program (NYNHP). 2020. Letter, Re: Sunrise Offshore Wind Farm. March 27, 2020.

5.1.2. Data collected

Describe data collected, or will be collected, to support baseline characterization.

- Sunrise Wind will continue to conduct appropriate site assessment surveys to establish baseline conditions of wildlife within the Project Area. The surveys conducted by Sunrise Wind or its affiliates to support baseline characterization of birds and bats include:
 - Biodiversity Research Institute (BRI). 2018. Assessment of the Potential Effects of the Bay State Wind Offshore Wind Farm on Birds: Lease Area OCS-A 0500. Report to Tetra Tech Inc. Biodiversity Research Institute, Portland, ME. 229 pp.
- 10 offshore avian boat-based surveys (conducted every 2 weeks) of a relevant Lease Area between June and October 2017 in an effort to fill a data gap for roseate terns. Over 6,500 birds from 31 species were observed in the Lease Area. Two common terns (*Sterna hirundo*) and one unidentified tern were observed, however no roseate terns were observed.
 - Bay State Wind. 2019. Construction and Operations Plan, Volume II: Site Characterization and Assessment of Impact-Producing Factors and List of References. Submitted to BOEM March 15, 2019, Revised June 28, 2019.
 - Stantec Consulting Services Inc. (Stantec) 2016. Vessel-based Acoustic Bat Monitoring: Block Island Wind Farm, Rhode Island. Prepared for: Deepwater Wind Block Island, LLC. October 5, 2016.
- Stantec. 2018. Vessel-based Acoustic Bat Monitoring: South Fork Wind Farm and South Fork Export Cable. Prepared for: Deepwater Wind Block Island, LLC. March 19, 2018.
 - Stantec. 2018. 2017 Acoustic Monitoring: Block Island Wind Farm, Rhode Island. Prepared for: Deepwater Wind Block Island, LLC. March 19, 2018.
 - Stantec. 2019. Draft Seacor Supporter Vessel-Based Acoustic Bat Monitoring. South Fork Wind Farm. Prepared for Deepwater Wind South Fork, LLC.
 - Stantec. 2019. Draft Fugro Discovery Vessel-Based Acoustic Bat Monitoring. South Fork Wind Farm. Prepared for Deepwater Wind South Fork, LLC.
 - Stantec. 2019. Draft Conti Vessel-Based Acoustic Bat Monitoring. South Fork Wind Farm. Prepared for Deepwater Wind South Fork, LLC.
 - Stantec. 2020. Draft Fugro Discovery Vessel-based Acoustic Bat Survey Sunrise Wind Farm. Prepared for Sunrise Wind LLC.
 - Stantec. 2020. Draft 2019 Fugro Discovery Vessel-based Acoustic Bat Survey Revolution Wind Farm. Prepared for Revolution Wind, LLC.

- Stantec. 2020. Draft Fugro Enterprise and Fugro Searcher Vessel-Based Acoustic Bat Survey Sunrise Wind Farm. Prepared for Sunrise Wind LLC.
- Sunrise Wind will also rely on baseline data from NYSERDA's aerial baseline survey of the NY Offshore Planning Area as well as the existing literature and datasets described in Section 5.1.1, and other published scientific literature.
- Sunrise Wind has completed a Project-specific Avian and Bat Risk Assessment to evaluate Project construction and operations and maintenance impacts on avian and bat species.
- Sunrise Wind may conduct additional avian surveys within New York state nearshore waters, including nesting bird surveys along the landing location on Long Island, pending consultation with state and federal wildlife agencies and applicable permit requirements.
- Sunrise Wind will conduct bat surveys for the onshore areas of the Project, if appropriate, pending consultation with state and federal wildlife agencies and applicable permit requirements.

In addition to this, additional data being collected to address data gaps includes:

- Sunrise Wind may conduct additional avian surveys to be conducted onshore, including nesting bird surveys along the landing location on Long Island, pending consultation with state and federal wildlife agencies and applicable permit requirements.
- Sunrise Wind will conduct a pre-construction bat survey for the onshore areas of the Project, if appropriate, pending consultation with state and federal wildlife agencies and applicable permit requirements.
- Sunrise Wind has completed a pre-construction avian and bat risk assessment to assess construction and operation impacts. Baseline data for the assessment included, but was not limited to, data sources described in Section 5.1.1 and 5.1.2. The avian and bat risk assessment covers:

Marine birds (petrels and shearwaters, loons and grebes, gannets, cormorants, sea ducks, skuas and jaegers, kittiwakes and gulls, terns and skimmers, and alcids)

- Coastal birds (shorebirds, waterfowl [geese, bay ducks, dabblers], and wading birds)
- Land birds (raptors and passerines, woodpeckers and game birds)
- Cave-dwelling bats (*Myotis*, *Perimyotis*, and *Eptesicus species*)
- Migratory tree-roosting bats (*Lasiurus* and *Lasionycteris species*)
- Sunrise Wind is developing a post-construction monitoring plan for the Project (described further in Section 5.4.1) which will identify data gaps unique to the region and Project area that will be addressed through monitoring.

5.2. *Species at risk*

Describe which species the Developer believes to be of greatest concern and why.

- Sunrise Wind identified the following ESA-listed bird species at greatest risk/concern:
 - northwestern Atlantic Ocean population of Roseate Tern (only species observed by Veit et al (2016 study in relevant Lease Area(s)));
 - Atlantic Coast population of the piping plover (*Charadrius melodus*); and
 - rufa subspecies of red knot (*Calidris canutus rufa*).
- Sunrise Wind identified the northern long-eared bat, which is listed as threatened by the ESA and NYSDEC, as of greatest concern.
 - Ahlen et al (2009) shows evidence of bats visiting wind farms located relatively close

to shore (2.5 to 4.3 mi [4 to 7 km]) in Europe, however, the Project is located 18.9 mi from Martha's Vineyard and 30.5 mi from Montauk, New York.

- Bat occurrence in offshore waters appears to be relatively low, with highest activity exhibited by migratory tree bat species.
- Migratory tree bat activity would be limited to migration period (May, August, September).
- NYSDEC has indicated that Long Island is generally an important area for the northern long-eared bat.
- Sunrise Wind has identified the following avian species to likely be present in the Project Area based on observations made during the Bay State Wind boat-based surveys (BRI 2018), MassCEC aerial surveys (Veit et al. 2016), and NYSERDA survey (Normandeau and APEM 2019):
 - 2 species of loon;
 - 2 species of grebes;
 - 9 species of petrels and shearwaters;
 - 2 species of wading birds;
 - 2 species of swans and geese;
 - 1 species of gannet;
 - 1 species of cormorants;
 - 7 species of ducks
 - 7 species of sea ducks;
 - 2 species of raptors;
 - 11 species of shorebirds and phalaropes;
 - 4 species of skuas and jaegers; 10 species of gulls;
 - 6 species of terns and skimmers;
 - 6 species of auks;
 - 1 species of nightjars; and
 - 4 species of passerines;

5.3. Potential impacts/risks and mitigation measures by project stage

The table below should list the potential impacts and mitigation measures to understand and minimize the Project's risk to birds and bats. At a minimum this should include the steps the Developer will pursue to minimize risk to birds and bats (e.g. lighting), and identification of technological approaches to assess impacts or any Proposals for other research or mitigations relating to birds or bats planned or under consideration at this time.

Sunrise Wind provides additional information related to impacts/risks and mitigation measures by project stage in this table.

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Collision risk to marine birds and bats	<ul style="list-style-type: none"> To avoid and minimize attraction- and disorientation-related impacts to birds and bats, artificial lighting on offshore wind projects shall be reduced to the extent practicable while maintaining human safety and compliance with FAA, USCG, BOEM and other regulations. Monitoring shall be conducted to determine if there is a need for perching-related deterrents to reduce attraction and minimize potential perching and loafing opportunities for birds. Physical deterrents to perching (e.g. such as spikes and netting or other best available technology) shall be implemented if there is demonstrated risk at the site (e.g., perching and roosting on infrastructure is a common occurrence) and to the extent that they do not represent a human safety hazard. Wind Turbine Generators (WTGs) will have air gaps from MSL to minimum blade swept height of at least 98 ft (30 m) which minimizes collision risk to marine birds given that many seabirds fly below this height. Committed to an indicative layout scenario with Project structures sited in an east- west/north-south oriented grid with 1.15- by 1.15-mi (1- by 1-nm; 1.85- by 1.85-km) spacing that aligns with other proposed adjacent offshore wind projects in the RI-MA WEA and MA WEA. This wide spacing of WTGs may allow avian and bat species to avoid individual WTGs and minimize risk of potential collision. Sunrise Wind will take measures to reduce perching opportunities at operating turbines, if appropriate based on further consultations with state and federal agencies. Sunrise Wind will use ADLS or related means (e.g., dimming or shielding) to limit visual impact, pursuant to approval by the FAA and BOEM and commercial and technical feasibility at the time of FDR/FIR approval, and dialogue with stakeholders. In addition to limiting visual impact, reducing lighting will also reduce the potential for impacts to birds and bats that can be attracted to light sources. Construction and operational lighting will be limited to the minimum necessary to ensure safety and compliance with applicable regulations. Limiting lighting to that which is required for safety and compliance with applicable regulations is expected to minimize impacts on avian and bat species. The Project onshore cables will not include any overhead utility lines, thus minimizing potential impacts to birds and bats associated with collision with overhead lines. Sunrise Wind will document any dead (or injured) birds or bats found incidentally on vessels and structures during construction, O&M, and decommissioning and provide an annual report to BOEM and USFWS. 		X	X	

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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Displacement of birds and bats from habitat in offshore environment	<ul style="list-style-type: none"> Committed to an indicative layout scenario with Project structures sited in an east- west/north-south oriented grid with 1.15- by 1.15-mi (1- by 1-nm; 1.85- by 1.85-km) spacing that aligns with other proposed adjacent offshore wind projects in the RI-MA WEA and MA WEA. This wide spacing of WTGs may reduce risk of barrier effects and/or displacement. 			X	
Habitat impacts, including breeding and nesting areas	<ul style="list-style-type: none"> Siting and construction of nearshore and onshore project components for offshore wind farms (including but not limited to nearshore export cable routes, landfall sites, onshore cable routes, and onshore substations) shall be conducted in such a way as to avoid or minimize the loss or alteration of bird and bat habitat, as well as avoid or minimize disturbance and direct and indirect effects to bird and bat populations and their prey. Specifically, onshore infrastructure (i.e., landfall site, cable routes, substations) and development activities should 1) maximize the use of previously developed or disturbed areas, and 2) avoid unique or protected habitats, as well as habitat for key species, where feasible. Project has sited onshore facilities and associated work spaces on previously disturbed lands (e.g. roadways, ROWs, developed industrial/commercial areas) to the extent reasonably feasible, thereby minimizing impacts to undisturbed avian habitat. Onshore vegetation clearance and cable landing activity, where reasonably practicable, will occur outside the breeding or nesting periods. If not reasonably practicable, the area will be surveyed prior to clearance, and Sunrise Wind will work with state and federal agencies to develop construction monitoring and impact minimization plans The distance of the Project offshore (greater than 15 mi [13 nm, 24.1 km]) avoids coastal and nearshore areas, which are areas that are known to concentrate birds, particularly shorebirds and sea ducks. An Invasive Species Management Plan will be implemented to manage the spread of invasive plant species that could negatively impact native plants and impact avian habitat. Accidental spill or release of oils or other hazardous materials will be managed offshore through an Emergency 		X	X	X

	<p>Response Plan /Oil Spill Response Plan and onshore through a Spill Prevention Control and Countermeasure Plan.</p> <ul style="list-style-type: none"> • Will take measures to reduce perching opportunities (e.g., install anti-perching devices), if appropriate based on further consultations with state and federal agencies • Onshore Project facilities are primarily sited within previously disturbed and developed areas (e.g., roadways, ROWs, developed industrial/commercial areas) to the extent feasible, thereby minimizing impacts to undisturbed bat habitat. • The distance of the Project offshore (greater than 15 mi [13 nm, 24.1 km]) avoids coastal and nearshore areas, which are areas where bats typically occur. • Will work with USFWS and NYSDEC and endeavor to employ protection measures for the northern long-eared bat, including: <ul style="list-style-type: none"> • from November 1 to March 31, no cutting of trees within a quarter mile of a hibernaculum; • from April 1 to October 31, no cutting of known and documented roost trees within five miles of known hibernacula, and no cutting of trees within 150 feet of a documented summer occurrence; and from April 1 to October 31, no cutting of trees within a quarter mile of a hibernaculum unless for protection of human life and property. <p>If work is anticipated to occur outside of these time-of-year restriction periods, Sunrise Wind will work with state and federal agencies to develop construction monitoring and impact minimization plans.</p> <ul style="list-style-type: none"> • An Invasive Species Management Plan will be implemented to manage the spread of invasive plant species that could negatively impact native plants and impact bat habitat. • Accidental spill or release of oils or other hazardous materials will be managed offshore through an Emergency Response Plan /Oil Spill Response Plan and onshore through a Spill Prevention Control and Countermeasure Plan. 				
<p><i>*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission</i></p>					

5.4. Monitor for impacts during each phase

Describe how potential impacts will be monitored on birds and bats during each phase of physical work for the Project (site assessment, construction, operation, and decommissioning) to inform mitigation planning for later phases of the Project as well as for future Projects.

5.4.1. Pre/Post monitoring to assess and quantify changes

Describe how changes to environmental resources will be quantified using statistically sound methods.

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- Pre- and post-construction monitoring shall be designed in such a way that it improves understanding of the impacts of offshore wind energy development on birds and bats, including identifying specific questions and taxa on which to focus monitoring efforts for the proposed project, or in relation to broader regional efforts to assess variation between sites and understand cumulative impacts for sensitive species.
- Monitoring will, to the extent practicable, use appropriate study designs and methodologies to effectively analyze risk prior to construction and evaluate impacts during construction and operation by testing hypotheses and helping to assure statistical power for meaningful data analysis.
- Outside expertise will, if practicable, be consulted during study design and data analysis processes.

Sunrise Wind provides the following additional information related to pre/post monitoring to assess and quantify changes:

- Sunrise Wind and its affiliates have conducted a pre-construction offshore avian and bat boat-based surveys, which are described in Section 5.1.2.
- Sunrise Wind has completed an avian and bat risk assessment to assess construction and operation impacts, as described in Section 5.1.3.
- Sunrise Wind anticipates additional pre-construction avian surveys to be conducted onshore, including nesting bird surveys at the landing location on Long Island, and surveys for bat species for the onshore portions of the Project, if appropriate, pending consultation with state and federal wildlife agencies and applicable permit requirements.
- Sunrise Wind is developing an avian post-construction monitoring plan for the Project that will summarize the approach to monitoring; describe overarching monitoring goals and objectives; identify the key avian species, priority questions, and data gaps unique to the region and Project area that will be addressed through monitoring; and describe methods and time frames for data collection, analysis, and reporting. Post-construction monitoring will assess impacts of the Project with the purpose of filling select information gaps and supporting validation of the avian risk assessment completed for the Project. Focus may be placed on improving knowledge of ESA-listed species occurrence and movements offshore, avian collision risk, species/species group displacement, or similar topics. Where possible, monitoring conducted by Sunrise Wind will build on and align with post-construction monitoring conducted by the other Orsted/Eversource offshore wind projects in the Northeast region. Sunrise Wind will engage with state and federal agencies and eNGOs to identify appropriate monitoring options and technologies, and to facilitate acceptance of a final plan.

5.4.2. Address data gaps

Describe how data gaps will be addressed.

- Sunrise Wind shall work with stakeholders, including regulatory agencies and local groups, in the design phase of the Project to identify data gaps to be addressed through surveys or permitting applications.

Sunrise Wind provides the following additional information related to addressing data gaps:

- Sunrise Wind will work with stakeholders, including regulatory agencies and local groups, in the

design phase of the Project to identify data gaps to be addressed through surveys or permitting applications.

- Sunrise Wind will work with regulatory agencies when developing the monitoring and mitigation plan in an effort to meet existing data gaps through pre- and post-construction monitoring in accordance with applicable permitting requirements.

5.5. *Strategies for developing alternate protocols*

Describe the process for determining when mitigation strategies are insufficient and under what conditions they might elect to rehabilitate or restore impacted birds and bats in an alternative location.

- As necessary, Sunrise Wind will explore this further in consultation with the E-TWG, regulatory agencies and relevant stakeholders.

Sunrise Wind provides the following additional information related to strategies for developing alternate protocols:

- Following identification of potential impacts, Sunrise Wind will work with regulators to establish processes for evaluating the effectiveness of selected mitigation strategies. Additionally, it will coordinate with federal and state agencies to identify additional mitigation strategies or potential modifications to selected mitigation measures that may be implemented in the event the base mitigation strategies are determined to be insufficient by relevant regulatory agencies.

6. Proposed Mitigation of Impacts to Fish, Invertebrates and their Habitats

6.1. Baseline characterization

Describe what is known about the proposed site in terms fish and invertebrate assemblage, and temporal and spatial variations in fish, invertebrates and their habitats at the proposed site. The use of collaborative monitoring models with the fishing community is encouraged to develop trusted baseline data.

6.1.1. Available information

Describe key existing literature and datasets that are available for baseline characterization.

- Studies are available to assess the baseline characteristics for fish, invertebrates and their habitats occurring within the Project Area. Such studies include, but are not limited to, the following documents. The full list of data sources used for baseline characterization is located in the Sunrise Wind COP.
 - NYSERDA and/or NYSDEC studies on marine wildlife;
 - New York State Department of Environmental Conservation (NYSDEC). 2008. Coastal Fish & Wildlife Habitat Assessment Form – Carmans River. December 15.
 - https://www.dos.ny.gov/opd/programs/consistency/Habitats/Long_Island/Carmans_River.pdf.
 - NYSERDA. 2017a. New York State Offshore Wind Master Plan: Fish and Fisheries Study. NYSERDA Report 17-25q.
 - <https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/About-Offshore-Wind/Master-Plan>
 - BOEM studies on marine habitats and lobsters and crabs;
 - Collie, J.S. and J.W. King. 2016. Spatial and Temporal Distributions of Lobsters and Crabs in the Rhode Island Massachusetts Wind Energy Area.
 - U.S. Dept. of the Interior, Bureau of Ocean Energy Management, Atlantic OCS Region, Sterling, Virginia. OCS Study BOEM 2016-073.
 - Guida, V., A. Drohan, H. Welch, J. McHenry, D. Johnson, V. Kentner, J. Brink, D. Timmons, and E. Estela-Gomez. 2017. Habitat Mapping and Assessment of Northeast Wind Energy Areas. Sterling, VA: US Department of the Interior, Bureau of Ocean Energy Management. OCS Study BOEM 2017-088. 312 p. NOAA and Northeast Fisheries Science Center studies and stock assessment reports, including:
 - Cargnelli, L.M., S.J. Griesbach, P.L. Berrien, W.W. Morse, and D.L. Johnson. 1999a. Essential fish habitat source document: Haddock, *Melanogrammus aeglefinus*, life history and habitat characteristics. NOAA Tech Memo NMFS-NE-128. 31 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, P.L. Berrien, D.L. Johnson, and W.W. Morse. 1999b. Essential Fish Habitat Source Document: Pollock, *Pollachius virens*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-131. 38 p.
 - Cargnelli, L.M., S.J. Griesbach, D.B. Packer, P.L. Berrien, W.W. Morse, and D.L. Johnson. 1999c. Essential Fish Habitat Source Document: Witch Flounder, *Glyptocephalus cynoglossus*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-139. 38 p.

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- Cargnelli, L.M., S.J. Griesbach, D.B. Packer, and E. Weissberger. 1999e. Essential Fish Habitat Source Document: Ocean Quahog, *Arctica islandica*, Life History and Habitat Characteristics. NOAA Tech Memo NMFS-NE-148. 20 p.
- National Oceanic and Atmospheric Administration (NOAA). 2009. Consolidated Atlantic Highly Migratory Species Fishery Management Plan, Amendment 1, Chapter 5.
- National Marine Fisheries Service (NOAA Fisheries). 2017. Amendment 10 to the 2006 Consolidated Atlantic Highly Migratory Species Fishery Management Plan: Essential Fish Habitat. Office of Sustainable Fisheries, Atlantic Highly Migratory Species Management Division. 442 p. Accessed July 2019.
 - https://www.habitat.noaa.gov/application/efhinventory/docs/a10_hms_efh.pdf
- National Marine Fisheries Service (NOAA Fisheries). 2019. 2019 Stock Assessment and Fishery Evaluation Report for Atlantic Highly Migratory Species.
 - <https://www.fisheries.noaa.gov/resource/document/2019-stock-assessment-and-fishery-evaluation-report-atlantic-highly-migratory>.
- National Marine Fisheries Service (NOAA Fisheries). 2020a. Essential Fish (EFH) Habitat Mapper. Accessed June 2020.
 - <https://www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper>.
- NOAA Fisheries. 2020. Species Directory. Accessed June 2020.
 - <https://www.fisheries.noaa.gov/species-directory>
- Northeast Fisheries Science Center (NEFSC). 2016. 61st Northeast Regional Stock Assessment Workshop (61st SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 16-13. 26 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1613/crd1613.pdf>
- Northeast Fisheries Science Center (NEFSC). 2017a. Operational Assessment of 19 Northeast Groundfish Stocks, Updated Through 2016. Northeast Fisheries Science Center Reference Document 17-17. 259 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1717/>.
- Northeast Fisheries Science Center (NEFSC). 2017b. 62nd Northeast Regional Stock Assessment Workshop (62nd SAW) Assessment Report. Northeast Fisheries Science Center Reference Document 17-03. 822 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1703/>.
- Northeast Fisheries Science Center (NEFSC). 2017c. Scup Stock Assessment Update for 2017. Accessed June 2020.
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- Northeast Fisheries Science Center (NEFSC). 2017d. 63rd Northeast Regional Stock Assessment Workshop (63rd SAW) Assessment Report. Northeast Fisheries Science Center Reference Document 17-10. 409 p. Accessed June 2020.
 - <https://www.nefsc.noaa.gov/publications/crd/crd1710/>.
- Northeast Fisheries Science Center (NEFSC). 2018a. 65th Northeast Regional Stock Assessment Workshop (65th SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 18-08. 38 p. Accessed June 2020.
- <https://www.nefsc.noaa.gov/publications/crd/crd1808/>
 - Northeast Fisheries Science Center (NEFSC). 2018b. 64th Northeast Regional Stock Assessment Workshop(64th SAW) Assessment Summary Report. Northeast Fisheries Science Center Reference Document 18-03. 27 p. Accessed June 2020.
- <https://www.nefsc.noaa.gov/publications>
 - Northeast Fisheries Science Center (NEFSC). 2020. Operational assessment of the black sea bass, scup, bluefish, and monkfish stocks, updated through 2018. NEFSC Ref Doc 20-01; 160 p. Available from:
 - <http://www.nefsc.noaa.gov/publications/>
 - Additional state and regional studies and other published data for the waters of the northeast Atlantic related to offshore wind development:
 - Atlantic States Marine Fisheries Commission (ASMFC). 2012. Habitat Addendum IV to Amendment 1 to the Interstate Fishery Management Plan for Atlantic Sturgeon. Accessed July 2020.
 - http://www.asmfc.org/uploads/file/sturgeonHabitatAddendumIV_Sept2012.pdf
 - Atlantic States Marine Fisheries Commission (ASMFC). 2017. 2017 Atlantic Sturgeon Benchmark Stock Assessment and Peer Review Report. Accessed July 2020.
 - http://www.asmfc.org/uploads/file/59f8d5ebAtlSturgeonBenchmarkStockAssmt_PeerReviewReport_2017.pdf.
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- Dunton, Keith J., Adrian Jordaan, David O. Conover, Kim A. McKown, Lisa A. Bonacci, and Michael G. Frisk. 2015. Marine Distribution and Habitat Use of Atlantic Sturgeon in New York Lead to Fisheries Interactions and Bycatch, *Marine and Coastal Fisheries: Dynamics, Management, and Ecosystem Science*. 7:1, 18-32.
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- Greene, J.K., Anderson, M.G., Odell, J., and Steinberg, N., eds. 2010. The Northwest Atlantic Marine Ecoregional Assessment: Species, Habitats and Ecosystems. Phase One. The Nature Conservancy, Eastern U.S. Division, Boston, MA.
- Griswold, C.A. and J. Prezioso. 1981. In-situ observations on reproductive behavior of the long- finned squid, *Loligo pealei*. *Fishery Bulletin* 78: 945–947.
- Ingram, E.C., Cerrato, R.M., Dunton, K.J., and Frisk, M.G. 2019. Endangered Atlantic Sturgeon in the New York wind energy area: implications of future development in an offshore wind energy site. *Scientific Reports, Nature Research*, 9:12432.
- International Commission for the Conservation of Atlantic Tunas (ICCAT). 2014. Report of the 2014 ICCAT East and West Atlantic Skipjack Stock Assessment Meeting. Accessed July 2019.
 - https://www.iccat.int/Documents/Meetings/Docs/2014_SKJ_ASSESS_ENG.pdf.
- International Commission for the Conservation of Atlantic Tunas (ICCAT). 2016a. Report of the 2016 ICCAT North and South Atlantic Albacore Stock Assessment Meeting. Accessed July 2019.
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 - https://www.iccat.int/Documents/Meetings/Docs/2017_SCRS_REP_ENG.pdf.
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- Studies that Sunrise Wind and its affiliates have conducted in the Project Area and surrounding waters of the north Atlantic as outlined in Section 6.1.2. Additionally, there are several fishery-independent trawl surveys that have collected information from the Lease Area and surrounding waters which can be used to characterize the baseline for fish and invertebrate communities. For example, there are biannual trawl surveys conducted by the NOAA Northeast Fisheries Science Center and the Northeast Area Monitoring and Assessment Program (NEAMAP). The New York State Department of Environmental Conservation also conducts a near shore trawl survey from Breezy to Block Island Sound.

6.1.2. Data being collected

Describe data collected, or will be collected, to support baseline characterization.

- Since August 2016, Sunrise Wind and its affiliates have been completing geophysical, geotechnical, and benthic surveys, as well as desktop analyses, to identify areas of sensitive benthic habitat in the Project area in accordance with the relevant BOEM guidelines.
- Sunrise Wind has and will continue to conduct appropriate site assessment surveys to establish baseline conditions of wildlife within the Project Area.
- Sunrise Wind has and will continue to conduct high resolution geophysical surveys (HRG) and geotechnical surveys in the Project Area in accordance with BOEM's *Guidelines for Providing Geophysical, Geotechnical, and Geohazard Information Pursuant to 30 CFR Part 585* (BOEM 2020).
- Sunrise Wind has completed several surveys to characterize the benthic habitat in the Project Area. The survey protocols were reviewed in several rounds and meetings by federal and state agencies, including BOEM, NOAA, NPS, NYSDEC, NYSDOS, NYSERDA, and RI and MA state agencies, and feedback was incorporated into the survey plan. The surveys included:
 - Benthic habitat surveys, consisting of Sediment Profile Imaging (SPI) and Plan View (PV) images throughout the Project area and grab samples in New York State waters, to characterize the benthic habitat in the Lease Area and along the export cable in accordance with BOEM's *Guidelines for Providing Benthic Habitat Survey Information for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30 CFR Part 585* (BOEM 2019);
 - A targeted video survey of habitat areas of interest within the Lease Area based on benthic habitat survey results and geophysical survey results; and
 - A submerged aquatic vegetation survey in the intracoastal waterway north of Fire Island.
- Sunrise Wind will complete comprehensive benthic habitat mapping which will integrate the results of the benthic surveys and final geophysical data in accordance with NOAA's

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Recommendations for Mapping Fish Habitat (NOAA's National Marine Fisheries Greater Atlantic Regional Fisheries Office Habitat Conservation and Ecosystem Services Division 2020)

- Sunrise Wind has utilized the benthic survey information collected by affiliates of Sunrise Wind for the South Fork Wind Project, Revolution Wind Project, Bay State Wind Project, and Block Island Wind Farm to provide additional information on the regional benthic environment of the Northwest Atlantic Outer Continental Shelf off Southern New England. These surveys include:
 - Bay State Wind LLC. 2019. Construction and Operations Plan, Bay State Offshore Wind Farm. Submitted to Bureau of Ocean Energy Management. Submitted by Bay State Wind LLC. Submitted March 2019, Revised July 2019.
 - Deepwater Wind South Fork, LLC. 2019. Construction and Operations Plan, 30 CFR Part 585. Submitted to Bureau of Ocean Energy Management. Submitted by Deepwater Wind South Fork, LLC. Submitted June 2018, Revised September 2018, Revision 2 Submitted May 2019.
 - DWW Rev I, LLC. 2020. Construction and Operations Plan, Revolution Wind Farm. Prepared by VHB, Providence, RI. Submitted to the Bureau of Ocean Energy Management, Sterling, VA. March 2020. CoastalVision and Germano & Associates. 2010. Sediment Profile & Plan View Imaging Report: Evaluation of Sediment and Benthos Characteristics along Potential Cable Routes and Turbine Locations for the Proposed Block Island Wind Farm. Report prepared for Deepwater Wind, Providence, RI.
- Sunrise Wind has completed a Project-specific Essential Fish Habitat Assessment that describes the species and life stages with designated EFH that may occur within the Project Area and assesses the potential impacts from construction and operation and maintenance of the Project on EFH.
- Sunrise Wind will incorporate additional data from the Massachusetts Division of Marine Fisheries (MADMF) and other agencies that have proposed conducting regional studies on the impacts of offshore wind development along the northern Atlantic OCS.
- Additional data being collected to address data gaps includes:
 - Sunrise Wind will continue consulting with federal and state agencies and other stakeholders (universities, commercial and recreational fishermen, etc.) to build a baseline understanding of fisheries resources and to identify sensitive habitats and areas of particular concern in the Lease Area.
 - Sunrise Wind has completed benthic surveys in the Project Area and Sunrise Wind's affiliates have completed benthic surveys in the region, as outlined in Section 6.1.2, to address data gaps related to the benthic habitats existing in the Project Area and regional environment of the Northwest Atlantic Outer Continental Shelf off Southern New England.
 - Sunrise Wind has identified potential Project site-specific studies relevant to fisheries and benthic resources to include larval distributions, benthic habitat quality, distribution of nonindigenous/invasive species, and distribution and abundance of selected commercial fisheries species within the region of influence of the Project. These study topics were selected following a review of the literature on existing offshore wind farms, regional and local stakeholder concerns, and data gaps. Fisheries monitoring will be performed in

accordance with Guidelines for Providing Information on Fisheries for Renewable Energy Development on the Atlantic Outer Continental Shelf Pursuant to 30CFR Part 585 (BOEM 2019). As the timeline allows, the monitoring will commence at least two years prior to offshore construction. Monitoring will continue during construction, and at least two years of post-construction monitoring will be carried out, in accordance with applicable permitting requirements.

6.2. *Species at risk*

Describe which species the Developer believes to be of greatest concern and why.

- Sunrise Wind identified the following essential fish habitat (EFH) species with various life stages that may occur or are expected to occur within the Project Area to be of greatest concern. These species include:
 - **New England Finfish:** American Plaice (*Hippoglossoides platessoides*); Atlantic Cod (*Gadus morhua*); Atlantic Herring (*Clupea harengus*); Atlantic Wolffish (*Anarhichas lupus*); Haddock (*Melanogrammus aeglefinus*); Monkfish (*Lophius americanus*); Ocean Pout (*Zoarces americanus*); Offshore Hake (*Merluccius albidus*); Pollock (*Pollachius virens*); Red Hake (*Urophycis chuss*); Silver Hake (*Merluccius bilinearis*); White Hake (*Urophycis tenuis*); Windowpane Flounder (*Scophthalmus aquosus*); Winter Flounder (*Pseudopleuronectes americanus*); Witch Flounder (*Glyptocephalus cynoglossus*); Yellowtail Flounder (*Limanda ferruginea*)
 - **Mid Atlantic Finfish:** Atlantic Butterfish (*Peprilus triacanthus*); Atlantic Mackerel (*Scomber scombrus*); Black Sea Bass (*Centropristis striata*); Bluefish (*Pomatomus saltatrix*); Scup (*Stenotomus chrysops*); Summer Flounder (*Paralichthys dentatus*)
 - **Invertebrates:** Atlantic Sea Scallop (*Placopecten magellanicus*); Atlantic Surfclam (*Spisula solidissima*); Longfin Inshore Squid (*Doryteuthis pealeii*); Northern Shortfin Squid (*Illex illecebrosus*); Ocean Quahog (*Arctica islandica*)
 - **Highly Migratory Species:** Albacore Tuna (*Thunnus alalunga*); Bluefin Tuna (*Thunnus thynnus*); Skipjack Tuna (*Katsuwonus pelamis*); Yellowfin Tuna (*Thunnus albacares*)
 - **Skates:** Barndoor Skate (*Dipturus laevis*); Little Skate (*Leucoraja erinacea*); Winter Skate (*Leucoraja ocellate*).
 - **Sharks:** Basking Shark (*Cetorhinus maximus*); Blue Shark (*Prionace glauca*); Common Thresher Shark (*Alopias vulpinus*); Dusky Shark (*Carcharhinus obscurus*); Porbeagle Shark (*Lamna nasus*); Sandbar Shark (*Carcharhinus plumbeus*); Sand Tiger Shark (*Carcharias Taurus*); Shortfin Mako Shark (*Isurus oxyrinchus*); Smoothhound Shark Complex (Atlantic stock) (*Mustelus canis*); Spiny Dogfish (*Squalus acanthias*); Tiger Shark (*Galeocerdo cuvier*); and White Shark (*Carcharodon carcharias*)
- Sunrise Wind identified the following five ESA listed fish species that may occur within the Project Area as also of greatest concern due to their listed status:
 - Atlantic Sturgeon (*Acipenser oxyrinchus oxyrinchus*);
 - Giant Manta Ray (*Manta birostris*);
 - Oceanic Whitetip Shark (*Carcharhinus longimanus*);
 - Shortnose Sturgeon (*Acipenser brevirostrum*); and
 - Cusk (*Brosme brosme*)

6.3. *Potential impacts/risks and mitigation measures by project stage*

The table below should list the potential impacts to fish, invertebrates, and their habitats and

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proposed mitigation measures. To this end, this section should describe how the Developers will minimize risk to fish, invertebrates and their habitats (e.g., foundation type, scour protection, cable shielding for electromagnetic fields, construction windows, siltation/turbidity controls, use of dynamic-positioning vessels and jet plow embedment).

Sunrise Wind provides additional information related to impacts/risks and mitigation measures by project stage in this table.

Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Micro-siting conflicts with habitats and fishery resources	<ul style="list-style-type: none"> Sunrise Wind shall seek input from regulatory authorities, the fishing industry, and maritime industry to locate foundations and cable routes in the least impactful manner that is practicable. Conducting geophysical and geotechnical surveys, benthic surveys, and desktop analyses to inform site design and layout Seeking input from regulatory, the fishing industry, and maritime industry to locate foundations and cable routes in the least impactful manner that is practicable Project infrastructure will be sited to avoid and minimize impacts to sensitive habitats (e.g., hard bottom habitats) to the extent practicable. 	X			
Temporary, alteration of the seabed and localized increases in noise and turbidity	<ul style="list-style-type: none"> Sunrise Wind shall seek to use noise attenuation technologies to reduce sound from pile driving of foundations (if such methods are used) To the extent feasible, installation of the Project cables will be buried using equipment such as mechanical plow, jet plow, and/or mechanical cutter. These equipment options would result in less habitat modification than dredging options. The feasibility of cable burial equipment will be determined based on an assessment of seabed conditions and the Cable Burial Risk Assessment. A plan for vessels will be developed prior to construction to identify no-anchorage areas to avoid documented sensitive resources. DP vessels will be used for installation of the Project cables to the extent practicable. DP vessels minimize seafloor impacts, as compared to use of a vessel relying on multiple anchors. <p>Mobile fish and invertebrates are expected to temporarily leave the area in response to construction or decommissioning activity. Soft-start/ramp up procedures utilized for pile driving for marine mammals and sea turtles are expected to benefit fish and invertebrates and allow them to temporarily leave the area of activity. Because identical or similar habitat is widely available in the immediate area as identified in Project surveys and existing studies, the temporary displacement is not considered significant.</p>	X	X	X	X

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	<ul style="list-style-type: none">• Committed to noise attenuation technologies to reduce sound from pile driving of foundations, pursuant to regulatory requirements• Time of year in-water restrictions on construction will be employed to the extent feasible to avoid or minimize direct impacts on species of concern, such as Atlantic sturgeon or winter flounder, during construction.. Time of year restrictions will be pursuant to regulatory requirements. If work is anticipated to occur outside of these time-of-year restriction periods, Sunrise Wind will work with state and federal agencies to develop appropriate construction monitoring and impact minimization plans.				
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Potential Impacts	Proposed Mitigation Measures	Phase*			
		1	2	3	4
Long-term changes to seabed and habitat	<ul style="list-style-type: none"> Sunrise Wind shall, to the extent possible, avoid sensitive benthic habitats. Populations of benthic organisms would not be significantly diminished by the small area of sea floor that will be disturbed by the Project construction. Use of horizontal direction drill at the landfall to minimize impacts to sensitive shoreline vegetation and shellfish resources. Construction and operational lighting will be limited to the minimum necessary to ensure safety and compliance with applicable regulations. Limiting lighting to that which is required for safety and compliance with applicable regulations is expected to minimize impacts on essential fish habitat. 	X	X	X	X
EMF Impacts	<ul style="list-style-type: none"> Sunrise Wind shall use proper shielding to reduce EMF. Sunrise Wind shall conduct EMF modeling and assessments to identify potential mitigation requirements. Cable shielding as well as cable burial, where feasible, will limit EMF exposure. 		X	X	
Cable burial	<ul style="list-style-type: none"> Sunrise Wind shall bury export and interarray cables to an appropriate minimal depth to reduce exposure risk. If depth cannot be reached, Sunrise Wind shall add protective materials over the cable. Sunrise Wind shall conduct routine surveys or inspections of sub-sea cables, and shall conduct a survey or inspection to ensure and correct for cable exposure following hurricane or other major events causing disturbance to the seabed. 	X	X	X	
Turbine Scour Protection	<ul style="list-style-type: none"> Sunrise Wind shall seek collaboration with state and federal regulatory authorities and key stakeholders to assess the use of ecological enhancements for turbine scour protection to provide offsets from potential adverse impacts. Sunrise Wind shall consult scour protection consistent with New York State’s goals and the Ocean Action Plan to ensure the ecological integrity. 	X	X	X	X
Changes to water quality from accidental spills and/or releases, and erosion and run-off during onshore construction	<ul style="list-style-type: none"> Require all construction and O&M vessels to comply with applicable International Convention for the Prevention of Pollution from Ships (IMO MARPOL), federal (USCG and EPA), and state regulations and standards for the management, treatment, discharge, and disposal of onboard solid and liquid wastes and the prevention and control of spills and discharges. Implementation of a Stormwater Pollution Prevention Plan (SWPPP), including erosion and sedimentation control BMPs and revegetation measures, to minimize potential water quality impacts from construction and O&M of the onshore portions of the Project. Implementation of an Erosion and Sediment Control Plan 		X	X	X

	<p>through the SWPPP.</p> <ul style="list-style-type: none"> Accidental spill or release of oils or other hazardous material will be managed onshore through implementation of a Spill Prevention, Control, and Countermeasure (SPCC) Plan. Accidental spill or release of oils or other hazardous materials will be managed offshore through an Emergency Response Plan/ an Oil Spill Response Plan (OSRP). 				
Colonization of encrusting invertebrates on wind turbine generators (WTG), which will quickly lead to the development of biogenic habitat and associated communities centered on the structures	<ul style="list-style-type: none"> The shift toward a structure-based community may be considered desirable by some user groups, including commercial and recreational fishermen, because it supports higher trophic level fish that are of commercial and recreational value (e.g. Reubens et al., 2013). 		X	X	X
Distribution of mobile species, including lobsters, groundfish, and pelagic predators	<ul style="list-style-type: none"> Within several months of completion of construction, the abundance and distribution of benthic invertebrates is expected to return to pre-construction conditions (e.g., Roach, M. 2019) Methods under evaluation to limit impacts, pursuant to regulatory concurrence, include: <ul style="list-style-type: none"> Micrositing WTG and export cable locations to avoid sensitive habitats where feasible; Burying cables wherever feasible using the most appropriate tools and methods; Conducting pre- and post- construction fisheries monitoring surveys; Slow start (ramp up) of pile driving equipment; Emplacement of scour protection; and Reduction of marine debris; and Time of Year (TOY) restrictions. 		X	X	X
*Phase: 1: Survey/Design; 2: Construction; 3: Operation; 4: Decommission					

6.4. Monitor for impacts during each phase

Describe how potential impacts will be monitored on these types of fish and invertebrates during each phase of physical work for the Project (site assessment, construction, operation, and decommissioning) to inform mitigation planning for later phases of the Project as well as for future Projects.

6.4.1. Pre/Post monitoring to assess and quantify changes

Describe how changes to environmental resources will be quantified using statistically sound methods.

- Ideally, specific questions and focal taxa shall be chosen for the Project either based on site-specific fisheries risk assessment, or in relation to broader regional efforts to assess variation between sites and understand cumulative impacts for sensitive species.

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- Monitoring will, to the extent practicable, use appropriate study designs and methodologies to effectively analyze risk prior to construction and evaluate impacts during construction and operation by testing hypotheses and helping to assure statistical power for meaningful data analysis.
- Outside expertise will, if practicable, be consulted during study design and data analysis processes.
- Sunrise Wind shall seek to collaborate with other regulatory agencies and stakeholder groups to identify research needs and opportunities.

Sunrise Wind provides the following additional information related to pre/post monitoring to assess and quantify changes:

- Sunrise Wind and its affiliates has and will continue to conduct pre-construction studies to supplement existing baseline information that contribute to evaluating the long-term impacts.
- Sunrise Wind will conduct a pre-construction water quality assessment and has conducted sediment transport assessment to determine the spatial and temporal impacts of potential increased sediment within the water column and identify which species may be affected by these changes during construction.
- Sunrise Wind has conducted a pre-construction EMF analysis to determine the EMF exposure levels fisheries resources would experience. The EMF analysis indicated that EMF strong enough to potentially disturb marine life are not likely to extend more than a few feet into the water column. EMF modeling results and the results of previous scientific studies suggest that EMF will be below levels detectable by finfish but may be detectable by elasmobranchs and some invertebrate species. Detection of EMF is not expected to induce population level changes.
- Sunrise Wind is committed to collaborative science with the commercial and recreational fishing industries prior to, during, and following construction. Fisheries monitoring studies are being planned to assess the impacts associated with the Project on economically and ecologically important fisheries resources within the Project Area. These studies will be conducted in collaboration with the local fishing industry and will build upon monitoring efforts being conducted by affiliates of Sunrise Wind at other wind farms in the region. A number of monitoring techniques (e.g., trawl survey, ventless trap survey, dredge survey, optical surveys) can be utilized to evaluate changes to environmental resources in the Project area. As practicable, the survey designs used by Sunrise Wind will be made compatible with other regional surveys (e.g., NEFSC trawl survey) to facilitate information integration with, and compared to, information from existing data collection efforts.
- Sunrise Wind is developing study topics and methodologies through an iterative process and will include input from various stakeholders and agencies from multiple states, including New York, Rhode Island, and Massachusetts. Sunrise Wind will examine fisheries and benthic resource topics such as larval distributions, benthic habitat quality, distribution of nonindigenous/invasive species, distribution and abundance of selected commercial fisheries species, and impacts to resources from climate change within the region of influence of the Project. As the timeline allows, surveys will commence at least 2 years prior to offshore construction and will be conducted in order to collect sufficient pre-construction baseline data. Surveys will continue throughout construction and operation of the Project, in accordance with applicable permitting requirements. The research question(s), hypotheses, sampling design, and statistical analyses will be clearly described for each survey. The sampling designs for the monitoring surveys (e.g., Before-After-Control-Impact, or Before-After-Gradient) will be based

on published methodologies that have been used to investigate the impacts associated with offshore wind development. Monitoring guidance being developed through the ROSA 'Interim Fisheries Methods Working Group will also be considered in the design and implementation of fisheries monitoring studies.

6.4.2. Addressing data gaps

Describe how data gaps will be addressed.

- Sunrise Wind shall seek to work with stakeholders, including regulatory agencies, to identify data gaps to be addressed through surveys or permitting applications.

Sunrise Wind provides the following additional information related to addressing data gaps:

- Sunrise Wind has and will continue to work with stakeholders, including regulatory agencies and local groups, in the design phase of the Project to identify data gaps to be addressed through surveys or permitting applications in accordance with applicable permitting requirements.
- Sunrise Wind will work with regulatory agencies when developing the monitoring and mitigation plan in an effort to meet existing data gaps through pre- and post-construction monitoring in accordance with applicable permitting requirements.

6.5. Strategies for developing alternate protocols

Describe the process for determining when mitigation strategies are insufficient and under what conditions they might elect to rehabilitate or restore impacted fisheries in an alternative location or when the provision of compensation of some form may be appropriate.

- As necessary, Sunrise Wind shall explore this further in consultation with the E-TWG, regulatory agencies and relevant stakeholders.

Sunrise Wind provides the following additional information related to strategies for developing alternate protocols:

- Sunrise Wind has and will continue to engage the fishing community and other relevant stakeholders including Federal and State agencies regarding mitigation measures that should be implemented to reduce potential impacts to both biological and socioeconomic resources.

7. Considerations for Subsea and Overland Cables

7.1. *Mitigation strategies for subsea and overland cables*

This section should describe any additional environmental mitigation strategies for proposed subsea and overland cable routes that support the offshore wind project.

Sunrise Wind provides the following additional information related to proposed subsea and overland cable routes:

- Sunrise Wind conducted assessment of multiple offshore cable routes, landfall sites, and onshore cable routes, as described in Section 2 of the COP.
- Sunrise Wind has and will continue to engage with local community in Brookhaven, NY and other relevant stakeholders, including Federal and State agencies regarding mitigation strategies that should be implemented to reduce potential impacts to local communities.

8. Additional Considerations

8.1. *Additional mitigation strategies and EMP refinement*

This section should describe any additional mitigation strategies not otherwise described herein that would improve the Plan and reduce impacts on wildlife. In addition, describe how the EMP will be updated and refined based on additional information and stakeholder feedback.

- Sunrise Wind will support collaborative research on potential mitigation strategies and best management practices, with other developers, agencies and stakeholders.

Sunrise Wind provides the following additional information related to mitigation strategies and EMP refinement:

- Sunrise Wind will update and refine the EMP, pursuant to Section 12.06 of the OREC Agreement, as outreach with stakeholders, including regulatory agencies and local communities and groups, continue and as information on the Project Area is collected through additional survey work and development of permit applications and permits.

8.2. *Process for updating the EMP*

This section should describe how feedback from environmental stakeholders, E-TWG, and other agencies and working groups will be incorporated and updated in the EMP.

- Sunrise Wind will continuously evaluate and evolve this EMP so that all the components of the EMP are complete and sufficient.
- Sunrise Wind expects that additional guidance and information will become available throughout the planning and regulatory process and as such will continue to consider its relevance to the EMP at the appropriate intervals.
- Updates to the EMP are intended to reflect the results of iterative exchanges with members of the E-TWG, F-TWG and relevant stakeholders.
- Sunrise Wind shall update the EMP in a timely manner that reflects changes made based on key regulatory project deliverable dates.

Sunrise Wind provides the following additional information related to process for updating the EMP:

- Sunrise Wind anticipates that stakeholder feedback will play an integral role in shaping study scopes and protocols to support environmental assessments, as well as mitigation measure that may be needed in response to assessment findings.
- Updates to the EMP are anticipated on an ad-hoc basis in connection with milestone events, such as preparation for permitting filings or finalization of study plans.
- Updates to the EMP are intended to reflect the results of iterative exchanges with members of the E-TWG, F-TWG, and relevant stakeholders.

9. Project Decommissioning

9.1 *Potential impacts on marine wildlife, birds, bats, and fisheries*

This section should describe potential impacts to marine mammals, sea turtles, birds, bats, and fisheries and habitats from decommissioning the project, based on available information and relevant experience (if any).

- Sunrise Wind's waste handling processes during decommissioning shall focus on re-use or recycling, with disposal as the last option.
- Sunrise Wind shall collaborate with regulatory authorities and key environmental stakeholder groups better understand the effects and potential impacts associated with decommissioning.

Sunrise Wind provides the following additional information related to potential impacts on marine wildlife, birds, bats, and fisheries:

- In March 2017, Ørsted became the first developer to decommission an offshore wind project, the Vindeby Offshore Wind Farm near Lolland, Denmark (Vindeby Project).
- Sunrise Wind waste handling processes during decommissioning will focus on re-use or recycling, with disposal as the last option.
- Sunrise Wind anticipates that impacts to marine mammals, sea turtles, birds, bats and fisheries would be expected to be similar to the construction phase but to a lesser extent.

9.2 *Approach for decommissioning plan and coordination with stakeholders*

This section should describe how a decommissioning plan will be developed to identify and mitigate potential impacts, including coordination with stakeholders, and any elements of its contemplated decommissioning plan that can be identified at this stage.

- Sunrise Wind shall decommission the Project in accordance with all necessary laws and regulations and generate a detailed Project-specific decommissioning plan.
- Sunrise Wind shall seek input on the detailed Project-specific decommissioning plan from regulatory agencies, fisheries and marine stakeholders, and local communities.
- Sunrise Wind shall use "lessons learned" from the construction and operations activities and apply them when appropriate to the decommissioning plan.

Sunrise Wind provides the following additional information related to decommissioning and coordination with stakeholders:

- Sunrise Wind understands that all facilities will need to be removed to a depth of 15 ft (4.6 m) below the mudline, unless otherwise authorized by BOEM (30 CFR § 585.910(a)).
- Sunrise Wind will decommission the Project in accordance with a detailed Project-specific decommissioning and removal plan that will be developed in compliance with applicable

laws, regulations, and generally accepted industry practices that exist at the end of the Project's operational life. This plan will account for changing circumstances during the operational phase of the Project and will reflect new discoveries particularly in the areas of marine environment, technological change, and any relevant amended legislation.

- Sunrise Wind will develop the decommissioning plan in coordination with stakeholders including regulatory agencies, fisheries and marine stakeholders, and local communities.

EXHIBIT G
FORM OF GUARANTY

THIS GUARANTY is dated and effective as of _____ (as amended, restated or modified from time to time, the “Guaranty”), and is made by _____, a _____ organized under the laws of the _____ (the “Guarantor”), in favor of the New York State Energy Research and Development Authority (“NYSERDA”), a New York public benefit corporation, having a principal business address of 17 Columbia Circle, Albany, New York 12203. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, pursuant to an Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement dated as of _____ (the “Agreement”) by and between Sunrise Wind LLC, a limited liability company organized under the laws of the State of Delaware (the “Seller”), and NYSEDA, the Seller has agreed to sell to NYSEDA and NYSEDA has agreed to purchase from Seller certain renewable energy certificates (“ORECs”), as more specifically set forth in the Agreement; and

WHEREAS, in order to induce NYSEDA to purchase the ORECs, and with full knowledge that NYSEDA would not purchase the ORECs without this Guaranty, Guarantor has agreed to execute and deliver this Guaranty to NYSEDA, for the benefit of NYSEDA, as security for Seller’s performance of certain of its obligations under the Agreement;

WHEREAS, Guarantor is a _____ of Seller and will significantly benefit from NYSEDA’s purchase of the ORECs from the Seller; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties each intending to be legally bound, hereby do agree as follows:

1. GUARANTY.

(a) Guarantor irrevocably, absolutely and unconditionally guarantees as a primary obligor and not merely as surety, to NYSEDA the full and prompt payment no later than two (2) business days following written demand by NYSEDA, of an amount in U.S. dollars equal to the Contract Security that (i) is calculated in accordance with Sections 15.01 and 15.02 of the Agreement, and (ii) NYSEDA is entitled to retain or, in the event that Contract Security is provided in the form of an Acceptable Guaranty, to receive, in accordance with Section 15.07 of the Agreement (the “Guaranteed Obligations”); provided that Guarantor’s aggregate liability under this Guaranty, including, without limitation, on account of the Guaranteed Obligations, shall not exceed [] Dollars (\$ _____) under any circumstances (“Guaranty Capped Value”).

(b) Guarantor understands, agrees and confirms that NYSEDA may enforce this Guaranty up to the full amount of the Guaranteed Obligations against Guarantor without

proceeding against Seller or under any other guaranty covering all or a portion of the Guaranteed Obligations. This Guaranty is a guaranty of prompt payment and performance and not of collection, and is limited to payment and performance of the Guaranteed Obligations.

2. LIABILITY OF GUARANTOR ABSOLUTE. The liability of Guarantor hereunder is primary, absolute and unconditional and is exclusive and independent of any security for or other guaranty of the obligations of Seller whether executed by Guarantor, any other guarantor or by any other party, and the liability of Guarantor hereunder shall not be affected or impaired by any circumstance or occurrence whatsoever, including, without limitation: (a) any other continuing or other guaranty, undertaking or maximum liability of Guarantor or of any other party as to the Guaranteed Obligations, (b) any payment on or in reduction of any such other guaranty or undertaking, (c) any dissolution, termination or increase, decrease or change in personnel by Seller, (d) the failure of either Guarantor to receive any benefit from or as a result of its execution, delivery and performance of this Guaranty, (e) any payment made to NYSERDA pursuant to the Agreement that NYSERDA repays Seller pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, (f) any action or inaction by NYSERDA as contemplated in Section 5 hereof, (g) any invalidity, rescission, irregularity or unenforceability of all or any part of the Guaranteed Obligations, (h) any statute of limitations affecting its liability hereunder or the enforcement thereof, which Guarantor hereby waives to the fullest extent permitted by applicable law, (i) any law that provides that the obligation of a guarantor must neither be larger in amount or in other respects more burdensome than that of the principal or that reduces a guarantor's obligation in proportion to the principal obligation, (j) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Guaranteed Obligations in or as a result of any such proceeding, (k) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code, or (l) the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF GUARANTOR. In order to induce NYSERDA to enter into the purchase of ORECs pursuant to the Agreement, Guarantor represents, warrants and covenants that:

(a) Guarantor (i) is a duly organized and validly existing corporation, partnership, or limited liability company, as the case may be, in good standing under the laws of the jurisdiction of its organization and (ii) has the corporate, trust, partnership or limited liability company power and authority, as the case may be, to own its property and assets and to transact the business in which it is engaged and presently proposes to engage;

(b) Guarantor has the corporate, trust, partnership or limited liability company power and authority, as the case may be, to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate, trust, partnership or limited liability company action, as the case may be, to authorize the execution, delivery and performance by it of this Guaranty;

(c) Guarantor has duly executed and delivered this Guaranty, and this Guaranty

constitutes the legal, valid and binding obligation of such Guarantor enforceable in accordance with its terms;

(d) neither the execution, delivery or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof, will (i) contravene any provision of any applicable law, statute, rule or regulation or any applicable order, writ, injunction or decree of any court or governmental instrumentality or (ii) conflict with, violate or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which Guarantor is a party, except where non-compliance would not reasonably be expected to have a material adverse effect upon the legality, validity, binding effect or enforceability against Guarantor of this Guaranty; and

(e) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date when required and which remain in full force and effect), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery and performance of this Guaranty by such Guarantor or (ii) the legality, validity, binding effect or enforceability of this Guaranty, in each case, except where non-compliance would not reasonably be expected to have a material adverse effect upon the legality, validity, binding effect or enforceability against Guarantor of this Guaranty.

4. WAIVERS BY GUARANTOR.

(a) Guarantor hereby waives to the fullest extent permitted by applicable law notice of acceptance of this Guaranty and notice of the existence, creation or incurrence of any new or additional liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, demand for performance, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by NYSERDA against, and any other notice to, any party liable thereon (including Guarantor, any other guarantor or Seller) and Guarantor further hereby waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice or proof of reliance by NYSERDA upon this Guaranty, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended, modified, supplemented or waived, in reliance upon this Guaranty.

(b) Guarantor waives any right to require NYSERDA to: (i) proceed against Seller, any other guarantor of the Guaranteed Obligations or any other party; (ii) file or enforce a claim in any bankruptcy or other proceeding with respect to any person; and (iii) pursue any remedy in NYSERDA's power whatsoever. Guarantor waives any and all defenses based on or arising out of any defense of Seller, any other guarantor of the Guaranteed Obligations or any other party including, without limitation, (1) defenses arising from the bankruptcy, insolvency, dissolution or liquidation of the Seller, or any injunction, stay or similar action in any bankruptcy, insolvency or other proceeding barring or limiting payment of any Guaranteed Obligation by the Seller; (2) defenses relating to the power or authority of the Seller to enter into the Agreement, and to perform the Guaranteed Obligations thereunder, including, without limitation, any lack or limitation of status or of power, or any incapacity or disability, of the Seller, or of any other guarantor or obligor in respect of any Guaranteed Obligation, or any change whatsoever in the capital structure, constitution or business of the Seller; (3) defenses arising from any release or amendment or waiver of, or consent to

departure from, any other guarantee or support document, or any exchange, release or non-perfection of any collateral, for any Guaranteed Obligation; and

(4) defenses arising from any event or circumstance constituting fraud in the inducement or any other similar event or circumstance; except that such waiver shall not include a defense of the Seller arising from (i) payment in full in cash of the Guaranteed Obligations, or (ii) Seller's entitlement to a refund of all or a portion of the Contract Security pursuant to the terms of Section 15.06 of the Agreement. NYSERDA may, at its election, exercise any right or remedy it may have against Seller or any other party, or any security, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Guaranteed Obligations have been paid in full in cash. Guarantor waives any defense arising out of any such election by NYSERDA, even though such election operates to impair or extinguish any right of reimbursement, contribution, indemnification or subrogation or other right or remedy of Guarantor against Seller, any other guarantor of the Guaranteed Obligations or any other party or any security.

(c) Guarantor has knowledge and assumes all responsibility for being and keeping itself informed of Seller's affairs and assets and of all other circumstances bearing upon the likelihood of events giving rise to NYSERDA's right to retain the amounts of the Contract Security in accordance with the terms of the Agreement, and has adequate means to obtain from Seller on an ongoing basis information relating thereto and Seller's ability to perform its obligations under the Agreement, and agrees to assume the responsibility for keeping, and to keep, so informed for so long as this Guaranty is in effect.

(d) Guarantor warrants and agrees that each of the waivers set forth in Section 2 and in this Section 4 is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by applicable law.

5. RIGHTS OF NYSERDA. NYSERDA may at any time and from time to time without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, without impairing or releasing the obligations or liabilities of Guarantor hereunder, upon or without any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment of the Contract Security pursuant to the terms of the Agreement, which may have the effect of changing the amount of the Guaranteed Obligations, and the guaranty herein made shall apply to the Guaranteed Obligations as so changed; provided that in no event shall the amount exceed the Guaranty Capped Value;

(b) exercise or refrain from exercising any rights against Seller, any other guarantor of Seller or others or otherwise act or refrain from acting;

(c) consent to or waive any breach of, or any act, omission or default under, the Agreement or any of the instruments or agreements referred to therein, or otherwise amend, modify or supplement the Agreement or any of such other instruments or agreements;

(d) act or fail to act in any manner which may deprive Guarantor of its right to subrogation against Seller to recover full indemnity for any payments made pursuant to this Guaranty; and/or

(e) take any other action or omit to take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty (including, without limitation, any action or omission whatsoever that might otherwise vary the risk of such Guarantor or constitute a legal or equitable defense to or discharge of the liabilities of a guarantor or surety or that might otherwise limit recourse against such Guarantor).

6. CONTINUING GUARANTY. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of NYSERDA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies that NYSERDA would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of NYSERDA to any other or further action in any circumstances without notice or demand.

7. EXPENSES. Guarantor hereby agrees to pay all reasonable out-of-pocket costs and expenses of NYSERDA in connection with the enforcement of this Guaranty and the protection of NYSERDA's rights hereunder and any amendment, waiver or consent relating hereto (including, in each case, without limitation, the reasonable out-of-pocket fees and disbursements of counsel employed or retained by NYSERDA).

8. TERM OF GUARANTY. This Guaranty and the rights and obligations hereunder shall terminate and be of no further force or effect (and no party hereto shall have any further liability hereunder) at such time as all of the Guaranteed Obligations have been fully performed; provided, however, that for purposes of this Guaranty the discharge or modification of the Guaranteed Obligations in a bankruptcy or insolvency proceeding shall not constitute performance thereof.

9. BENEFIT AND BINDING EFFECT. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of NYSERDA and its successors and assigns.

10. AMENDMENTS; WAIVERS. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor directly affected thereby and with the written consent of NYSERDA.

11. NOTICE. All notices and other communications shall be in writing and addressed to such party at (a) in the case of NYSERDA, as provided in the Agreement, and (b) in the case of Guarantor, at its address set forth opposite its signature page below; or in any case at such other address as any of the Persons listed above may hereafter notify the others in writing.

12. CONSENT TO JURISDICTION; SERVICE OF PROCESS.

(a) This Guaranty shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed in New York State

without regard to its conflicts of laws principles. The parties irrevocably acknowledge and accept that all actions arising under or relating to this Guaranty shall be brought exclusively in a United States District Court or New York State Court located in Albany, New York having subject matter jurisdiction over such matters, and each of the Parties hereby consents to and accepts such personal jurisdiction of, and waives any objection as to the laying of venue in, such courts for purposes of such action. Guarantor further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Guarantor at its address set forth opposite its signature below, such service to become effective 30 days after such mailing.

(b) Guarantor hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder that such service of process was in any way invalid or ineffective. Nothing herein shall affect the right of NYSERDA to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Guarantor in any other jurisdiction.

(c) Guarantor hereby irrevocably waives (to the fullest extent permitted by applicable law) any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty brought in the courts referred to in Section 12(a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum.

(d) GUARANTOR AND NYSERDA (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. COUNTERPARTS. This Guaranty may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

Address:

as Guarantor

By: _____

Name:

Title:

Accepted and Agreed to:

NYSERDA

By: _____

Name:

Title:

EXHIBIT H DESCRIPTION OF SELECTED PROJECT

Selected Project: Those turbines, identified below and with the attributes described herein, owned or controlled by Seller within the OCS-A-0487 BOEM lease area and designated by Seller to be included in the Selected Project, and related equipment necessary to deliver electric energy to the Delivery Point. Seller shall update the facility descriptions contained in this Exhibit H from time to time in accordance with the terms herein; provided, however, that any change to the Offer Capacity, Site Perimeter, transmission cabling, Delivery Point, or other project characteristics must be undertaken in conformance with this Agreement, including Article III, and Sections 2.01(c), 12.09 and 12.15.

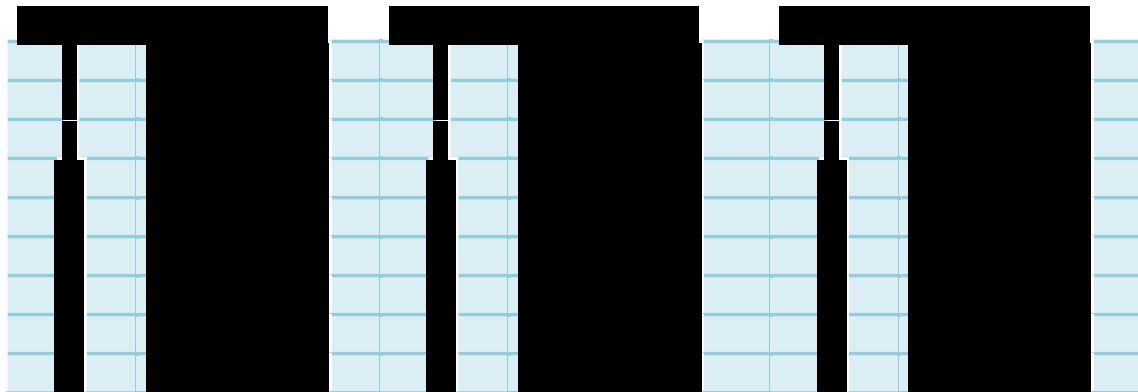
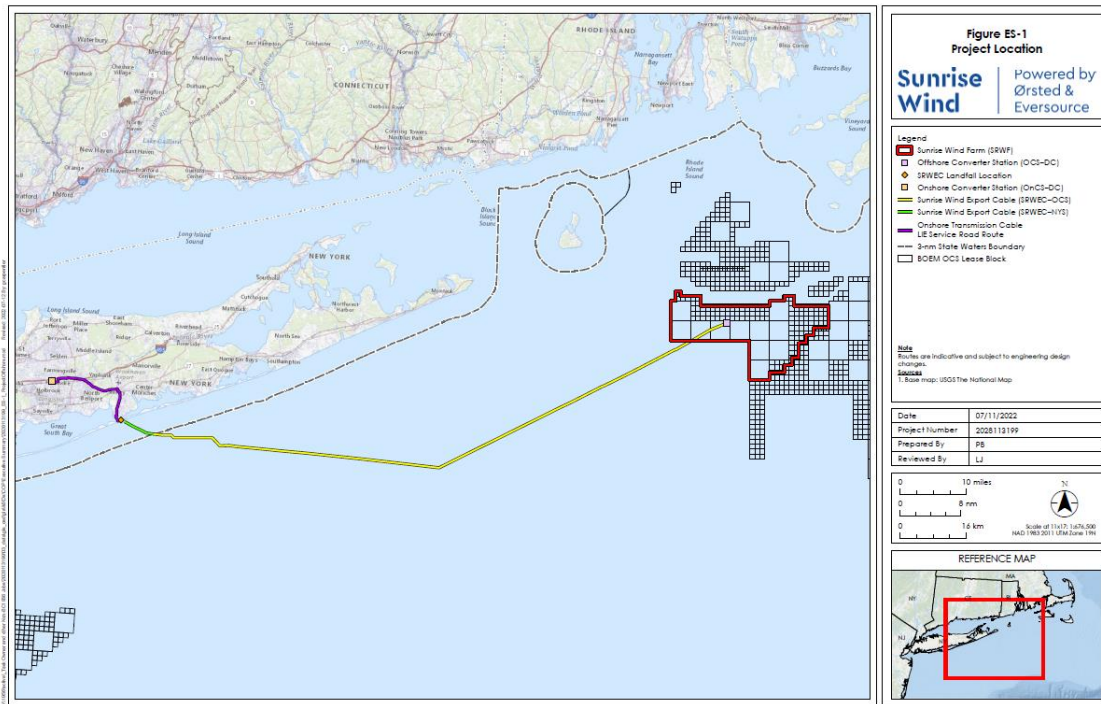
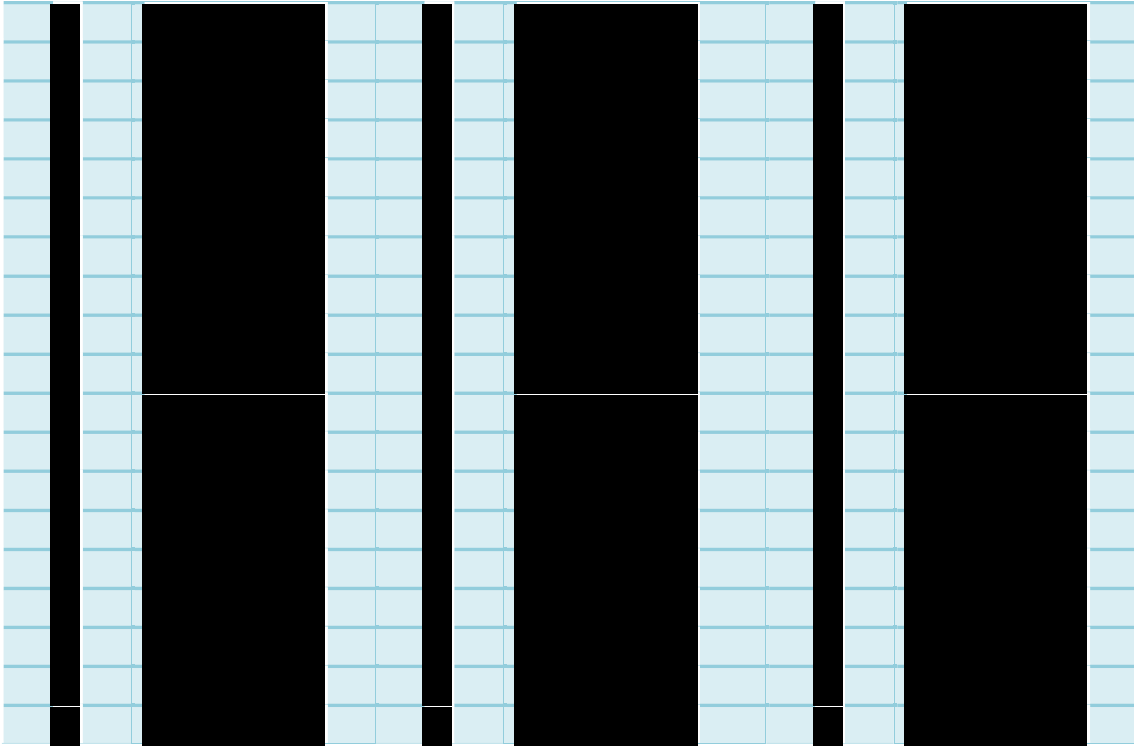


Exhibit H-1



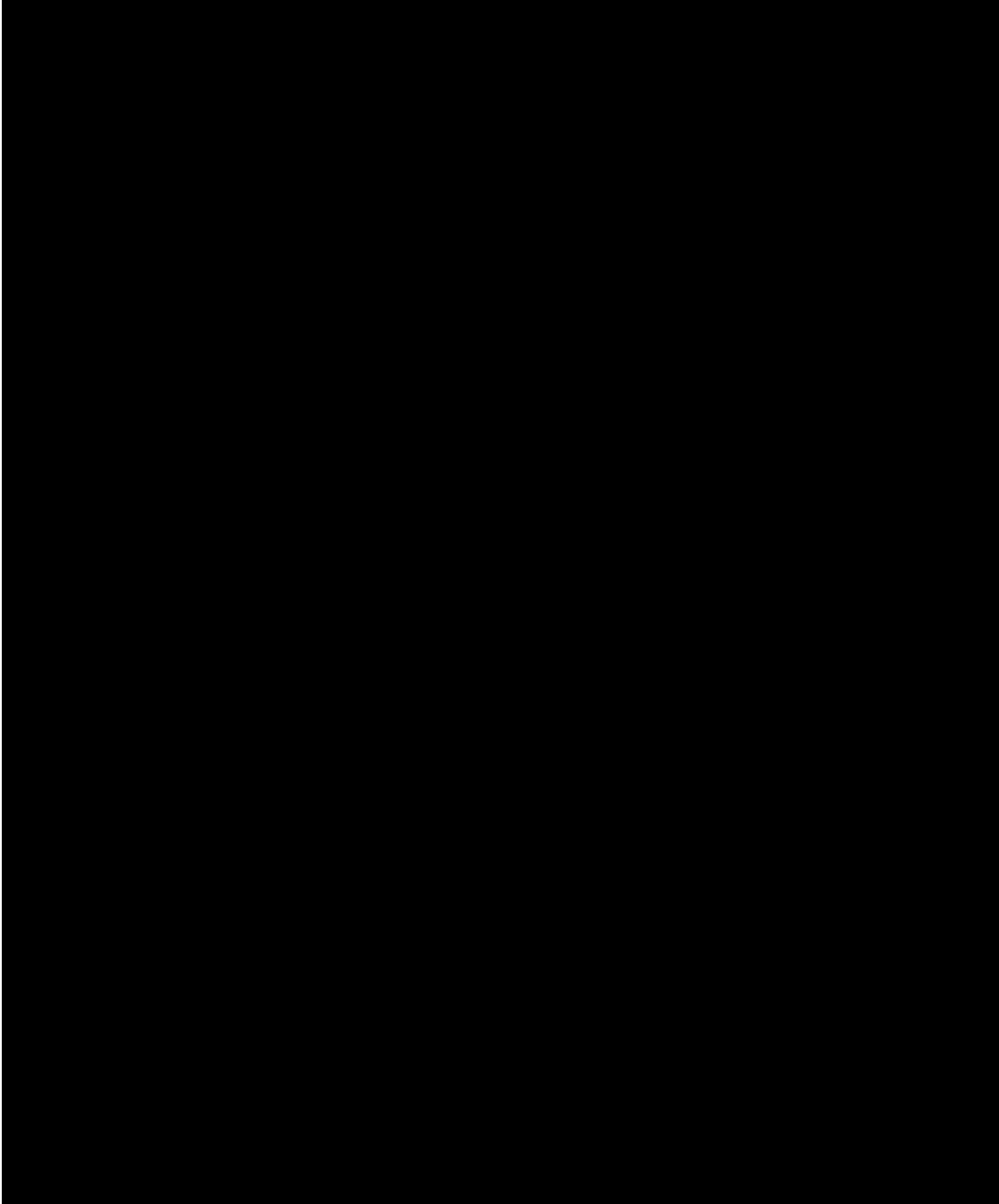
Delivery Point: LIPA Holbrook substation.

Point of Interconnection: LIPA Holbrook substation. Seller may change its proposed point of interconnection in response to the outcome of (a) the NYISO interconnection process, or (b) the process under Article VII of the Public Service Law. Any other change to the proposed points of interconnection shall be subject to NYSERDA’s approval, which shall not be unreasonably denied, conditioned, or delayed.

Offer Capacity: 840 MW.

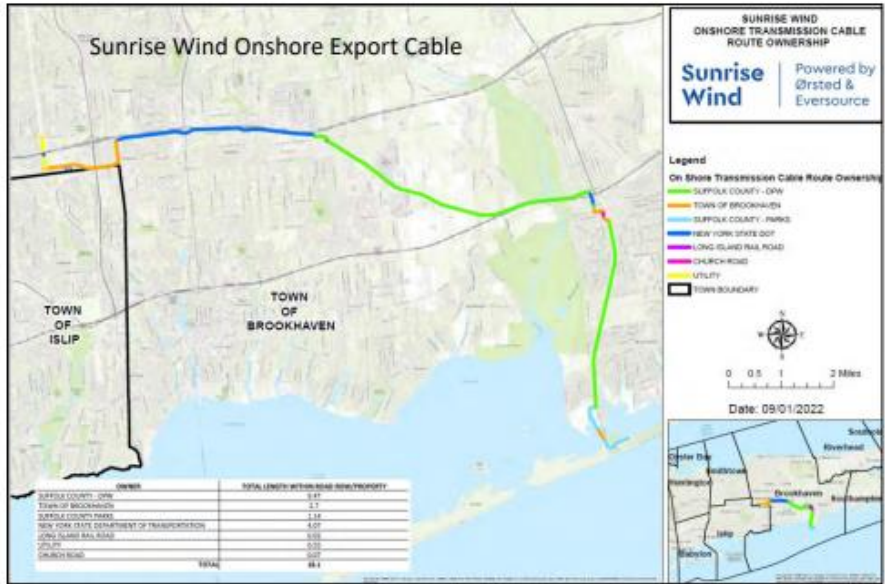
Lighting Controls: To the extent such technology is available on commercially reasonable terms, Seller shall include the installation of aircraft detection lighting systems on all turbines, unless (i) Seller and NYSERDA agree that different technology is preferable because it has demonstrated better performance, (ii) aircraft detection lighting systems are determined not to meet any applicable regulatory requirements; or (iii) having evaluated a proposal by Seller to use aircraft detection light systems, the outcome of the applicable regulatory process results in a different form of lighting control as the preferred alternative to minimize nighttime visibility and risk to wildlife.

Related Equipment (excludes Critical Energy/Electric Infrastructure Information): ■



■ [Redacted]

Cable Route:



Cable Landfall Location: Smith Point Park, Long Island.

EXHIBIT I

ECONOMIC BENEFITS CLAIMS AND VERIFICATION

I. Definitions

For purposes of this Exhibit I, the following definitions apply:

Agreed-Upon Procedures Report (AUPR) – a confidential report of findings based on specific procedures performed on a subject matter; defined by the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements, Number 18, Attestation Standards: Clarification and Recodification. Independent CPAs performing an AUPR do not provide an opinion or negative assurance. Instead, the AUPR is in the form of procedures and the Independent CPA's findings resulting from the performance of those procedures. It is produced by the Independent CPA pursuant to this Exhibit I to support Seller's Economic Benefits claims.

Claimed Expense – an expenditure included as an Eligible Economic Benefit in the Economic Benefits Reports prepared by the Seller.

Eligible Economic Benefit – an expenditure described in Section II of this Exhibit I.

General Contractor – an individual or company that has a direct contractual relationship with Seller (including any Affiliate acting on behalf of Seller) for work related to the construction and installation of the Selected Project.

Host Community Agreement – a contract between Seller and a state or municipal government entity within New York State, or with a New York State non-governmental organization, detailing the rights and obligations of each party during the construction, operation, and decommissioning of the Selected Project, including financial, health, economic development and/or environmental benefits that will be provided to the community by Seller.

Independent CPA – the independent New York State certified public accountant, funded at the Seller's expense, that performs the steps to complete the agreed upon procedures and prepare an AUPR. The Independent CPA must not be an employee of Seller or its Affiliates, and must not prepare the Economic Benefits Reports and accompanying documents.

New York State Firm – a company, business, or entity with a principal place of business in New York State. A branch, office or worksite location of a non-New York State firm that operates within New York State will be treated as a New York State Firm for the purposes of Economic Benefits verification so long as the supporting documentation from such firm makes evident that the Claimed Expense was for work performed in New York State, services provided in New York State, or for materials, goods, or equipment sourced from New York State.

Payment Application – a construction document (for example, AIA Form G702 or similar) that details payments made to a General Contractor or subcontractor.

Payments in Lieu of Taxes (PILOT) – payments made to local government(s) to compensate for some or all of the tax revenue lost as a result of tax-exempt ownership or use of land or property.

II. Types of Eligible Economic Benefits

Eligible Economic Benefits shall include expenditures made from the Economic Benefits Start Date through the end of the first three (3) Contract Years of the Contract Delivery Term within the following categories. Economic Benefits associated with the Selected Project that fall within the following categories shall qualify as Eligible Economic Benefits even if they are not solely associated with the Selected Project. Economic Benefits counted in this Agreement will not generally be eligible for attribution in future NYSERDA solicitations.

- a. Payments for labor-related expenditures for work that is performed in New York State or subject to a Project Labor Agreement or Labor Peace Agreement as described and subject to the approval in Section 18.11 and the requirements set forth in 18.11-a of this Agreement (regardless of the location of work performed under such PLAs and LPAs). Examples include gross wages (including employer-side payroll tax payments), and benefit costs incurred in association with the employment of construction, boat crews, rail and port workers, contractors and laborers, operations and maintenance personnel, engineering or environmental service providers, researchers, consultants, other employees and financial and legal service providers associated with the Selected Project. Work performed in federal waters shall be considered to be performed in New York State for purposes of this Exhibit I if the workers are based out of facilities located in New York State. For the sole purpose of economic benefits verification, a worker can be considered to be based out of a facility for this purpose if the worker's income is associated with such facility for tax purposes or if other factors reasonably establish that the worker is based out of the facility.
- b. Payments for in-state purchases of goods and services. Includes expenditures as a result of:
 - i. The purchase and consumption of local goods and services (including sales tax), such as, but not limited to, food, lodging, vehicles, equipment, fuel; and/or
 - ii. The purchase of materials sourced from within New York State such as, but not limited to, gravel, steel, iron, concrete and similar materials and/or the purchase and use of equipment and products manufactured or assembled within New York State and/or the use of rental equipment or similar supplies sourced within New York State (wind turbine components not manufactured within New York State are excluded).
- c. Payments, rents and taxes paid to local New York State entities. Includes:
 - i. Lease costs, rent for offices, utilities, and various fees and charges associated with leased premises;

- ii. New or increased payments to jurisdictions in New York State from the Economic Benefits Start Date through the end of the first three (3) Contract Years of the Contract Delivery Term, including tax payments, PILOT payments, and/or payments under Host Community Agreements;
- iii. Payments to fishing mitigation or compensation initiatives; and/or
 - iv. Payments intended to mitigate the visual, environmental, historical, cultural or other impacts associated with development, construction, operation or decommissioning of the Selected Project.
- d. Financing expenditures (fees to in-state banks related to financing transactions but not the cost of borrowing).
- e. Transmission and interconnection fees and expenditures, including those paid to NYISO or a New York utility relating to services provided within New York State. Expenditures associated with overbuilt transmission, that is, transmission in excess of what is required to accommodate the Selected Project, may not be claimed; provided, however, that fees and expenditures associated with transmission and interconnection facilities, and upgrades to such facilities, identified through the NYISO interconnection process and funded by the Seller shall qualify as Eligible Economic Benefits.
- f. Other expenditures, accompanied by supporting explanation that establishes that such expenditures are specific to the Selected Project and support spending and job creation in New York; provided, however, that in no case shall Seller's costs of preparing the Proposal be considered an Eligible Economic Benefit.
- g. Long-term capital investments by Seller and/or its Affiliates in offshore wind-enabling supply chain, infrastructure, workforce development and research and development initiatives in the state that are intended to have an enduring impact on the offshore wind industry and the New York State economy. These Economic Benefits may include:
 - i. Investments in the offshore wind-related supply chain, such as the Supply Chain Investments set out in this Agreement, ports that provide staging, assembly or other services to the offshore wind industry, and manufacturing infrastructure for components used in the manufacture of offshore wind generation or interconnection equipment. For the avoidance of doubt, spending on long-term capital investments by Seller, its Affiliates, or third parties shall be eligible to count towards meeting Seller's Economic Benefit commitments even if Seller or its Affiliates may be eligible to be reimbursed for a portion of these expenses through grant funding or other sources.
 - ii. Investment in transportation facilities capable of serving future offshore wind installation, operation and maintenance needs, such as investment in Jones Act-compliant vessels.

- iii. Investments in workforce development applicable to future offshore wind development in New York State, such as establishing a training facility, donating key components for training purposes to technical schools in New York State, building of training labs or materials testing facilities. Investments in Industry Growth Activities (see Exhibit D) may be included if they create capabilities to support future offshore wind facilities.
- iv. Investment in research and development in New York State applicable to improvements in offshore wind generation and delivery equipment and technology.
- v. Investments in development of broadly-applicable sea bed, wind and metocean data (not specific to the Selected Project), fisheries and wildlife data, that will be made publicly available, and that have beneficial impact to future offshore wind development that would benefit New York State. This category shall include expenditures undertaken pursuant to Section 12.10 of this Agreement and approved by NYSERDA as described therein.
- vi. Other capital investments of this type accompanied by an explanation demonstrating their effect to support the development of the offshore wind industry supply chain and future offshore wind investment in New York.
- vii. Other Project-specific or offshore wind industry enabling expenditures, accompanied by supporting explanation that establishes that such expenditures support spending, job creation and retention in New York.
- h. U.S. Iron and Steel. For purposes of this Agreement, expenditures for iron and steel manufactured in the United States shall be deemed to benefit New York State even if incurred outside of New York State. However, each Economic Benefit Report must include the amount of expenditures for iron and steel manufactured in New York State as well as the amount of expenditures for iron and steel manufactured elsewhere in the United States.

III. Verification

Economic Benefits Report. Seller must submit Economic Benefits Reports through the Independent CPA in accordance with the schedule set out in Section 12.01 of this Agreement.

Verification Process. The verification process for the Seller is as follows:

- a. No later than one year following the Effective Date, Seller will provide the name of its selected Independent CPA to NYSERDA. Upon engagement, Seller will provide this Agreement, highlighting the Expected Total Dollars and this Exhibit I, to the Independent CPA, with appropriate redactions of any non-public information unrelated to Economic Benefits or the Economic Benefits Report.
- b. Seller's Economic Benefits Reports will summarize in narrative form and document

the total dollar amount of actual Economic Benefits accrued to New York as a result of the development, construction, modification, and operation of the Selected Project from the Economic Benefits Start Date through (i) for each Preliminary Economic Benefits Report, the September 30 (or such other date agreed by the Parties) immediately prior to the date of such Preliminary Economic Benefits Report and (ii) for the final Economic Benefits Report, the end of the third (3rd) Contract Year of the Contract Delivery Term. Any Economic Benefits that were set forth in a previously-submitted Economic Benefits Report and verified under the verification process applicable to such Economic Benefits Report shall not be required to be re-verified. The Economic Benefits Reports shall also describe the activities of Seller in fulfillment of Section 12.01(c) of this Agreement with respect to Industry Growth Activities, described in Exhibit D, over the same period. The Independent CPA will not verify those Industry Growth Activities in the AUPR quantitatively, except to the extent such activities result in expenditures claimed as Eligible Economic Benefits.

- c. Acceptable documentation for expenditures incurred shall include by Seller, its Affiliates, and third parties shall include the following (for an individual expense within each category of expense, any one of the listed documents or any combination thereof will be acceptable):
 - i. For labor-related expenses: either W-2s, 1099s or other tax documentation; certified payroll or other payroll records; copies of subcontracts or other labor-related arrangements detailing labor provided under such contracts and that provide confirmation that labor is for work performed within New York or is covered by a Project Labor Agreement or Labor Peace Agreement as described and subject to the approval in Section 18.11 and the requirements set forth in 18.11-a of this Agreement.
 - ii. For local goods and services: either receipts for hotels, meals, fuel, rental cars, and equipment purchased in New York (per diem payments without specific, itemized expenses are not an acceptable form of documentation); a check register report per vendor for goods or services sourced from a New York State Firm (which includes the check numbers, dollar amounts, invoice numbers paid and totals); each corresponding individual invoice for services, equipment, materials and goods sourced from a New York State Firm that was submitted for payment accompanied by proof of payment; or a bank statement with applicable checks or wire transfers.
 - iii. For operations and maintenance expenses: either itemized receipts; a check register report per vendor (which includes the check numbers, dollar amounts, invoice numbers paid and totals); each corresponding individual invoice that was submitted for payment accompanied by proof of payment; or a bank statement with applicable checks or wire transfers.
 - iv. For other expenditures: such evidence of payment as the context requires, provided that such documentation must show the date and purpose of the

expenditure.

- v. Seller may redact personal, sensitive, legally protected and other non-public information (e.g., social security numbers, tax identification numbers, street addresses, apartment numbers, etc.) from documentation to comply with Applicable Law, enhance privacy protection, and otherwise inhibit the potential improper use of such information.
 - vi. Seller and/or its Affiliates may use other forms of documentation for a category of expense, subject to NYSERDA's approval, which shall not be unreasonably denied, conditioned, or delayed.
- d. Expenditures incurred by a General Contractor (and/or its subcontractor(s)) require the same documentation process as outlined above. Seller is responsible for obtaining all necessary documentation from General Contractors. In addition to the documentation described above, expenditures incurred by the General Contractor and/or its subcontractor can be documented as follows:
- i. If the General Contractor(s) is located in New York State: Acceptable documentation of in-house labor billed to the Selected Project by the contractor includes payroll records with confirmation from the General Contractor that such payments are for work on the Selected Project. General Contractor may also self-certify costs of in-house equipment use. Acceptable documentation includes records of equipment used in construction of the Selected Project. Documentation should be accompanied by a letter signed by a principal of the company attesting to the expenses.
 - ii. New York subcontractors utilized by the General Contractor: Acceptable documentation includes the General Contractor's check register reports by vendor (which includes the check numbers, dollar amounts, invoices paid and totals); the last Payment Application and final release waiver for each subcontractor to corroborate the payments in the check register report; or a bank statement with applicable checks or wire transfers.
 - iii. New York State Firms utilized by the General Contractor (lower tier subcontractors or not part of a subcontract agreement): Acceptable documentation includes the General Contractor's (and/or its direct or lower tier subcontractor's) check register reports by vendor (which includes the check numbers, dollar amounts, invoices paid and totals); corresponding individual invoices that were submitted to the General Contractor and/or its subcontractor at any tier for payment; or a bank statement with applicable checks or wire transfers.
 - iv. Labor costs that are undertaken by an out of state firm, but which nonetheless are attributable to work performed in New York and/or by workers covered by a Project Labor Agreement or Labor Peace Agreement as described and subject to the approval in Section 18.11 and the requirements set forth in 18.11-a of

this Agreement, may be documented in the manner described above, along with such additional documentation necessary to identify and support any apportionment of such costs among projects.

- e. Seller may not include indirect benefits or those created by any “multiplier effect” or other attribution method under which the creation of peripheral spending and jobs might be credited to direct capital infused into the economy.
- f. Seller should provide each Economic Benefits Report to the Independent CPA, collect all supporting documentation to support the Claimed Expenses in the Economic Benefits Report, and submit all documentation requested by the Independent CPA as needed.
- g. The Independent CPA will submit the Agreed-Upon Procedure Report to NYSERDA in accordance with the schedule set forth in Section 12.01 of this Agreement. Neither Seller nor the Independent CPA shall provide the documentation underlying the claims in the Economic Benefits Report to NYSERDA. Seller, however, must retain such documentation in accordance with Section 6.04 of this Agreement so that it can be made available to NYSERDA upon NYSERDA’s request pursuant to Section 7.01 of this Agreement.
- h. NYSERDA will examine the verified Economic Benefits Report and the Agreed-Upon Procedure Report, and confirm the calculation of the Verified Total Dollars and Verified Total Subcategory Dollars by the Independent CPA as described in Section 12.01 of this Agreement.

IV. Guidance for Independent CPA; Agreed Upon Procedures

This section sets forth the agreed upon procedures that the Independent CPA must follow in order to issue the AUPR related to the Seller’s Economic Benefits Reports.

Deadline for Submission. The Independent CPA is responsible for submitting the AUPR on or before the date the first Economic Benefits Report is submitted to NYSERDA in accordance with the schedule set forth in Section 12.01 of this Agreement. The AUPR must be received by NYSERDA on or before such date unless such deadline is waived or modified by mutual agreement of the Parties.

Organization of Report. The Independent CPA should organize its submission to NYSERDA as follows:

- AUPR
- Procedures and Findings
- Seller’s original Economic Benefits Report

Use of Sampling Techniques. The Independent CPA will review each invoice valued at more than \$1,000,000. The Independent CPA will rely on representative sampling of invoices valued at less than \$1,000,000. If sampling is used, the Independent CPA must review a sample of invoices that the Independent CPA reasonably determines would be statistically significant. If sampling is used,

the Independent CPA must also disclose its sampling methodology, including applicable population and sample size, in the AUPR.

Applying General Procedures to Specific Circumstances. This document provides guidance and specific examples of the procedures to be performed in providing NYSERDA with assurances as to the accuracy and completeness of Seller's Economic Benefits Reports. Because accounting systems and data structures vary among companies, the requirements described in this Exhibit I are not intended to be all-inclusive, but rather represent the guidance and principles to be applied in performing tests of the documentation associated with the information submitted to NYSERDA by Seller.

General Notes on Performing the AUPR.

- a. The AUPR must be produced by responding to each step in the Economic Benefits Agreed Upon Procedures that follow this Section. When submitting the AUPR to NYSERDA, a scan of a printout is acceptable, as is a PDF with electronic signatures.
- b. While performing the Agreed Upon Procedures, the Independent CPA may develop a list of questioned costs, including but not limited to unsubstantiated or inaccurate dollar value claims, etc. The Seller may choose to remove any unsubstantiated claims from its report prior to submission of a final Economic Benefits Report to NYSERDA.
- c. If the Independent CPA confronts an issue that the Independent CPA believes is not reasonably resolved by the guidance and principles contained in this Exhibit I, the Independent CPA may email designated points of contact at Seller and NYSERDA, who will make good faith efforts resolve the question by mutual agreement as quickly as possible. Any such resolution shall be memorialized in the AUPR.

Agreed Upon Procedures.

The purpose of performing the agreed upon procedures is to ensure and confirm the information submitted by the Seller in the Economic Benefits Report is accurate and falls within the categories of Eligible Economic Benefits described above.

- a. Inquire of the Seller whether each Claimed Expense is related to the development, construction, operation and/or maintenance of the Selected Project.
- b. From the Seller's Economic Benefits Report, if sampling is used, select an appropriate sample for detailed testing of underlying transactions in accordance with the sampling methodology noted above. Disclose the population as well as the sample size for each category in the AUPR.
- c. For Seller's or its Affiliates' or third party labor-related expenditures:
 - i. Compare the expenditures claimed for each transaction selected to the Seller's or its Affiliates' or third party payroll records (e.g., payroll journals, W-2 forms, or

benefits invoices) and determine:

1. The name of the employer/purchaser is the Seller or an Affiliate or third party;
2. The work was performed in New York State or the employer has certified that the employee is covered by a Project Labor Agreement or Labor Peace Agreement as described and subject to the approval in Section 18.11 and the requirements set forth in 18.11-a of this Agreement;
3. Expenditure amounts agree to the payroll records and/or other supporting acceptable documentation;
4. The payment was for services rendered during the time period described in this Exhibit I;
5. Expenditure agrees to the relevant provided financial records of Seller and/or its Affiliates or third party (which may include payroll journal, general ledger, cancelled checks, etc.); and
6. Expenditure is listed under the proper category.

d. For Seller's in-state purchases of goods, services, equipment and materials:

- i. Compare the expenditures claimed for each transaction selected to the Seller's or its Affiliates' supporting documentation accompanying the Economic Benefits Reports and determine:
 1. Seller (or an Affiliate, contractor, or vendor) is named as the employer, payor on the invoice, and/or as party to the applicable agreement;
 2. Expenditure amounts agree to the supporting acceptable documentation;
 3. The payment was for services rendered or goods received during the time period specified in this Exhibit I;
 4. Payment is associated with goods, services, equipment, materials, operations and/or maintenance expenses;
 5. The vendor is a New York State Firm; and
 6. Expenditure agrees to the relevant provided financial records of Seller and/or its Affiliates (which may include cash disbursements journal, payroll journal, general ledger, cancelled checks, etc.).
- ii. Inspect records supporting in-house equipment expenditures and obtain copy of

letter provided by the Seller (or an Affiliate, contractor, or vendor) attesting to the accuracy of the expenditures reported for in-house equipment use.

- e. For Long-term capital investments by Seller and/or its Affiliates in offshore wind-enabling supply chain, infrastructure, workforce development and research and development initiatives in the state that are intended to have an enduring impact on the offshore wind industry and the New York State economy and/or investments not covered by (c) or (d) above:
 - i. Compare each Claimed Expense to Seller's supporting documentation accompanying the Economic Benefits Report and determine:
 - 1. Seller (or an Affiliate, contractor, or vendor) made the expenditure and/or investment;
 - 2. Expenditure/investment amounts agree to the supporting acceptable documentation;
 - 3. The payment was made during the time period specified in this Exhibit I; and
 - 4. The payee or investment is in New York, or the expenditure and/or investment was made for an above-described purpose for the benefit of New York (including the establishment of a fund accessible by New York residents or entities, or for a purpose to benefit New York).
- f. For other expenditures:
 - i. Compare the expenditures claimed for each transaction selected to the Seller's supporting documentation accompanying the Economic Benefits Report and determine:
 - 1. Seller (or an Affiliate, contractor, or vendor) is named as the employer, payor on the invoice, and/or as party to the applicable agreement or other documentation;
 - 2. Expenditure amounts agree to the supporting acceptable documentation;
 - 3. The payment was for services rendered or goods received during the time period specified in this Exhibit I;
 - 4. The expenditure is an Eligible Economic Benefit as described above;
 - 5. The payee is a New York State Firm, a New York State municipality, or other counterparty as described above; and

6. Expenditure agrees to the relevant provided financial records or documentation (which may include cash disbursements journal, payroll journal, general ledger, cancelled checks, etc.).

EXHIBIT J

PROJECT LABOR AGREEMENT REQUIREMENTS

The final form of PLA presented to NYSERDA for review and approval pursuant to Section 18.11 of this Agreement should address:

1. Provisions that appropriately limit applicability of the PLA to United States-based (including Federal waters) covered work on the Selected Project (and not extending to any other work performed by contractors and subcontractors, or to the work of their affiliated entities), ensuring that Selected Project contractors or subcontractors are not required to become a signatory to any other labor agreement, and appropriately providing for the supremacy of the PLA over any potentially conflicting labor agreements that might otherwise apply to contractors and subcontractors. The PLA must apply to all covered construction and all contractors and subcontractors, of whatever tier, performing construction work on the Selected Project (subject to appropriate exceptions), and the PLA should be available to all contractors and subcontractors, of whatever tier, regardless of their union affiliation;
2. Provisions for appropriate union recognition and security (limited to Selected Project work) and the referral of skilled craft workers, including provisions for staffing in the event qualified referrals are not reasonably available and for the reasonable use of a number of core employees by contractors and subcontractors (regardless of union affiliation and referral practices that might otherwise exist);
3. Comprehensive labor harmony provisions to ensure against schedule disruption as a result of worksite disputes or other labor disputes of any kind;
4. Comprehensive provisions for the resolution of workplace disputes through third party resolution, including provisions for the resolution of jurisdictional disputes (without disruption to the schedule of the Selected Project), and appropriate provisions for labor management cooperation;
5. Appropriate provisions to allow the cost-effective and efficient coordination of multiple trades and contractors and subcontractors (notwithstanding any local labor agreements that might otherwise be applicable to contractors and subcontractors), as well as other appropriate management rights (such as appropriate provisions respecting specialty work and/or workers; adequately ensuring the contractors' or subcontractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location; use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices; the installation or use of materials, supplies or equipment regardless of their source (including as may be required by a vendor and/or to ensure warranty coverage); and to perform off-site work, subject to any restrictions imposed by law);
6. Appropriate provisions promoting minority- or women-owned business enterprise ("MWBE") employment and service-disabled veteran owned business ("SDVOB") employment, as well as the

- employment of low-income workers in New York;
7. Appropriate provisions for the use of apprentices; and
 8. Appropriate provisions for rules governing worksite access and conduct.

EXHIBIT K

Progress Report

[DEVELOPER]

Date: [March/June/September/December] 1, 20[XX]

Dear NYSERDA Offshore Wind Team,

[DEVELOPER] ("Seller") submits this Progress Report pursuant to Section 6.02 of the Offshore Wind Renewable Energy Certificate Purchase and Sale Agreement ("the Agreement") between the New York State Energy Research and Development Authority ("NYSERDA") and Seller.

Pursuant to Section 21.04 of the Agreement, all information enclosed herein that Seller wishes to protect from disclosure to third parties has been marked "confidential" or "proprietary." Seller acknowledges that NYSERDA is subject to and must comply with the requirements of New York's Freedom of Information Law ("FOIL"). See Public Officers' Law Article 6.

I, the undersigned certify that I am an Officer or otherwise authorized representative of Seller, that I am authorized to provide this Progress Report on behalf of Seller and that all statements herein are true and accurate.

Seller's Authorized Representative: _____
Representative Title: _____
Representative Signature: _____
Date of Signature: _____

Instructions:
Please complete and submit this Progress Report by 5:00 p.m. ET as of the Date referenced above to (1) NYSERDA's designated Contract Manager via email, and (2) to NYSERDA's Offshore Wind Contract Management SharePoint Platform via the link: [INSERT LINK]
NYSERDA's Offshore Wind Team will confirm its receipt pending review and approval via email to NYSERDA's designated Contract Manager. Updates in summary form should be provided to the maximum extent possible in each section. Activities where no update is relevant or where status remains unchanged should be acknowledged as "No Update" in the Summary and the relevant appendix is not required. NYSERDA reserves the right to provide comment and/solicit updates to ensure satisfactory assessment of project progress pursuant to the Agreement.
This report shall cover the immediately preceding quarter prior to the reporting deadline except as otherwise specified. For the avoidance of doubt: the report submitted on June 1 shall cover the period January through March; the September 1 report shall cover the period April through June, the December 1 report shall cover July through September, and the March 1 report will cover the immediately preceding October through December. To the extent that there have been no changes to information submitted in the relevant section of a previously submitted report, the Seller may indicate that there has been no change from the previous quarter, in such case, Seller must indicate which previously submitted quarterly report includes the relevant information.

1. Status of Development and/or Construction Planning or Activities

Please attach an updated project schedule as Appendix A.1 to this report showing the original schedule and a comparison identifying any change in dates. Major supply milestones from Section 4 should be included in the overall project schedule.

Please attach an updated financing plan as Appendix A.2 to this report.

Please attach an updated jobs summary schedule including New York State jobs as Appendix A.3 to this report. This summary should highlight the number of jobs (full-time equivalent) in New York State each quarter. To the extent that the jobs summary does not include information regarding any particular scope of work due to that information not being available from the relevant contractor or subcontractor, a specific explanation of the efforts taken to obtain such information must be included with respect to the particular information, scope of work and contractor or subcontractor at issue, the reasons for its unavailability and the steps being taken to obtain it for future reporting (unless the Seller has informed NYSEERDA in a previous quarterly report that it cannot obtain the information despite commercially reasonable efforts to do so and Seller (i) confirms that the situation remains the same as was described in such previous quarterly report and (ii) indicates which previously submitted quarterly report includes the relevant information).

Please attach an updated Site Layout Plan for offshore and onshore project components including links to associated Shape Files as Appendix A.4 to this report.

Please attach proof of office establishment (initial) or proof of office continuation (planning activities, lease agreement, lease renewal, number of FTE equivalents hired in quarter) (if applicable) in Appendix A.5 to this report.

Please attach an offshore and onshore Construction Progress Report including Site / Installation Photos as Appendix A.6 to this report.

2. Progress in Obtaining All Required Environmental or Other Permits and/or Local Approvals

Please attach any Federal and/or State and/or Local permitting/approval applications as filed within the previous quarter as Appendix B.1 to this report, including but not limited to the Bureau of Ocean Energy Management (BOEM) Construction and Operations Plan. Please attach all quarterly updates to the Construction and Operations Plan for the project to Appendix B.1 to this report in the included chart.

Please attach any completed permits and/or approvals, duly authorized by the relevant Federal and/or State and/or Local authority, as Appendix B.2 to this report including titles and dates of revisions made to the federal Construction and Operations Plan for the project as Appendix B.2.

3. Status of the Interconnection Process between the Selected Project and the Administrator of the Control Area

Please attach an updated interconnection plan including updated interconnection study submission activity, results, cable routing plan, and status of obtaining related permits as Appendix C.1 to this report.

Please attach interconnection applications as filed within the previous quarter as Appendix C.2 to this report.

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Please attach completed interconnection and/or approvals, duly authorized by the relevant authority, as Appendix C.3 to this report.

4. Purchases, Delivery, and/or Installation of any Major Services and Equipment Associated with the Selected Project, including actions taken pursuant to Section 12.11 of the Agreement

Updates in this section should be linked to elements of the Selected Project's Economic Benefits Plan.

*Please attach executed supply agreements and purchase orders or summaries thereof issued for **goods and services** within the previous quarter as Appendix D.1 to this report.*

*Please attach a list of **upcoming activities, tenders and/or supplier/buyer engagements** related to New York State supplier opportunity as Appendix D.2 to this report.*

*Please attach a description and status of major supplier items in terms of **lead times related to key project components** as Appendix D.3 to this report.*

Seller shall describe actions taken in furtherance of compliance with the last sentence of Section 12.11, including how Major Suppliers have utilized the New York Offshore Wind Supply Chain Database to identify and contact companies for potential opportunities for subcontracts related to the Selected Project with an anticipated contract value of \$1 million or greater arising for procurement tenders issued after the Effective Date of this Agreement.

Please attach a summary of exemptions for the provision of goods and services that cannot practically be performed by the New York State supply chain at this time as Appendix D.5 to this report.

Please attach a list of hosted Supplier Forums for New York State firms including proof of planning activities, event venues, date selection and attendance as Appendix D.6 to this report.

5. The Status of Specific Industry Growth Activities Including Industry Event Dates and Attendees, Negotiating of Contracts, Establishment of Facilities, Steering Members and Board Members, Supply Chain Investments, Hiring of Employees, Establishment of Funds, Dollars Spent, Submitted and Awarded Proposals, Launch Dates, and Workers Trained

Please attach a summary related to the specific industry growth activities committed to the Selected Project as Appendix E.1 to this report.

6. Updates With Respect to Expenditures on Community Benefit Funds, Grants, Apprenticeships and Internships, Educational Cooperative Efforts, and/or Training Initiatives

Please attach a list of dollars per quarter spent (not budgeted or allocated) in pursuit of community benefit funds, grants, apprenticeship and internships, educational cooperative efforts, or training as Appendix F.1 to this report.

7. Activities Undertaken Pursuant to Seller's Stakeholder Engagement Plan, Including How Seller Has Taken into Account the Interests of Disadvantaged Communities, Updates on Seller's Consultations with the Consulting State Agencies, Timely Notice of Upcoming Meetings and Known Outreach Events and Activities for the Next Quarter that Representatives of NYSERDA May Attend

Using elements from the Selected Project's Stakeholder Engagement Plan, please provide specific details on tracking Stakeholder Engagement, inclusive of engagement with Tribal Nations, for the current quarter and for the upcoming quarterly reporting period as Appendix G.1 to this report, using the templates provided.

Please attach a list of completed meetings, outreach activities, and outcomes including Consultations with New York State Agencies and Technical Working Group (TWG) Participation for the previous quarter including outcomes as Appendix G.2 to this report.

Using elements from the Selected Project's Stakeholder Engagement Plan, please provide specific details on tracking Stakeholder Marketing Efforts for the current quarter and for the upcoming quarterly reporting period as Appendix G.3 to this report.

8. Disadvantaged Community Benefits

Please attach as Appendix H.1 an update with respect to Seller's progress towards achieving its Disadvantaged Community Commitments. Seller also shall describe any other benefits to Disadvantaged Communities arising from the Selected Project to the extent reasonably available and considering the types of benefits to Disadvantaged Communities listed in Exhibit T.¹¹

9. Updates to Fisheries Mitigation Plan and Environmental Mitigation Plans

Please attach the current version (including Mitigation Plan version number) of the Fisheries Mitigation Plan as Appendix I.1 to this report. If the version has changed since the last Progress Report after consultation with NYSERDA, please attach a redline update of the Fisheries Mitigation Plan as noted in Appendix I.1.

Please include the number and value of commercial fishing gear loss claims submitted to the Selected Project. Also include general description and resolution of each incident as Appendix I.2 to this report.

Please attach the current version (including Mitigation Plan version number) of the Environmental Mitigation Plan as Appendix I.3 to this report. If the version has changed since the last Progress Report after consultation with NYSERDA, please attach a redline update of the Environmental Mitigation Plan as noted in Appendix I.3.

10. Engagements with Fisheries and Environmental Stakeholders

Please highlight the number of distinct engagements with Fishing industry representatives, working groups and panels for the quarter. Please also identify and log (if applicable) any relevant feedback from Fishing industry

¹¹ Other than to the extent expressly provided in Section 6.05, for the avoidance of doubt, Seller shall not have any obligation to demonstrate that expenditures made towards its Disadvantaged Community Commitments comply with, or are otherwise consistent with, Exhibit T.

representatives, working groups and panels for the quarter as Appendix J.1 to this report.

Please highlight the number of distinct engagements with Environmental industry representatives, working groups and panels for the quarter. Please also identify and log (if applicable) any relevant feedback from Environmental industry representatives, working groups and panels for the quarter as Appendix J.2 to this report.

11. Updates to the Fisheries and Environmental Data Availability Plan

For quarterly reports submitted after Seller's submission of a Data Availability Plan, please describe any updates to the Data Availability Plan, including a description of where data is housed and how many requests for data were received during the applicable reporting quarter.

12. Monitoring of Fish and Invertebrates That Support Economically Important Fisheries and Wildlife of Conservation Concern per Financial Commitment

Please deliver a Monitoring Plan as Appendix L.1 to this report within one year of contract Effective Date per Section 12.10 of the Agreement.

Please include dollar per MW of offer capacity spent per quarter for regional monitoring of fish and invertebrates that support economically important fisheries and wildlife of conservation concern as Appendix L.2 to this report.

Please include (if applicable) any dollars per quarter spent on Fisheries / Environmental research (i.e. coexistence / resource research) as Appendix L.3 to this report.

13. Updates With Respect to Jobs Created and Retained (by Industry Sector and Location)

Using elements from the Selected Project's New York Jobs and Workforce Plan, please provide information on jobs claims. Please include labor hours, locations, wages, benefits, and training investments. Jobs in Disadvantaged Communities, MWBEs and SDVOBs should be identified as well.¹²

Commencing with the first progress report that indicates that construction activities falling within the scope of Section 18.10 of the Agreement have commenced and with each subsequent progress report submitted on June 1 and December 1 thereafter, please attach a written attestation prepared by a New York State independent certified public accountant or other qualified party confirming that the Prevailing Wage requirement is being met as outlined in Section 18.10 of the Agreement.

Please attach the attestation as described as Appendix M.1 to this report.

Please attach an update as to Project Labor Agreement plan as Appendix M.2 to this report.

Please attach an update regarding cumulative full-time equivalent jobs (FTEs) as Appendix M.3 to this report. After the initial quarterly report including cumulative FTE information, Seller shall update Appendix M.3 on an annual basis.

To the extent that information on jobs claims and cumulative FTEs does not include information regarding any particular scope of work due to that information not being available from the relevant contractor or subcontractor, a specific

¹² For the avoidance of doubt, Seller shall not have any obligation to create a specific amount of jobs in New York State.

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explanation of the efforts taken to obtain such information must be included with respect to the particular information, scope of work and contractor or subcontractor at issue, the reasons for its unavailability and the steps being taken to obtain it for future reporting (unless the Seller has informed NYSERDA in a previous quarterly report that it cannot obtain the information despite commercially reasonable efforts to do so and Seller (i) confirms that the situation remains the same as was described in such previous quarterly report and (ii) indicates which previously submitted quarterly report includes the relevant information).

14. Information relating to the employment on the Selected Project, as both contractors and sub-contractors, of Minority and Women-Owned Business Enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”) registered with the Department of State, including identifying information for such firms, the expenditure on such firms, and the time period in which such firms were engaged, and additional reporting metrics set forth under New York State Labor Law Section 224-d (7).

Please provide this information on form provided by NYSERDA in Appendix N.1 to the extent reasonably available; after the initial quarterly report containing N.1 information, Seller shall only be required to update Appendix N.1 on an annual basis.

As part of one of the quarterly reports each year, Seller will include in Appendix N.2, to the extent reasonably available, information regarding the gender and ethnicity of workers employed in connection with the construction of the Selected Project consistent with the information reported in form EEO-1 submitted to the U.S. Equal Employment Opportunity Commission each year. Seller shall not be required to report information for contractors and subcontractors that are not subject to an obligation to submit form EEO-1 on an annual basis.

15. Estimated Date for Commercial Operation Including the Reason for any Changes to the Date Compared with Prior Reports

Provide the estimated date of commencement of Commercial Operation (as of the date of the deadline for the submission of the quarterly report) along with a description of the reason for any change in such estimated commercial operation date, as identified in Appendix A.1.

Appendix A.1 Updated Project Schedule

[Insert Update from Section 1]

Appendix A.2 Updated Financing Plan

[Insert Update from Section 1]

Appendix A.3 Updated Job Summary Schedule

[Insert Update from Section 1]

Cumulative New York State Direct Hires into Developer	Quarter/Year	Cumulative New York State Full Time Equivalent positions of Suppliers (Tier 1/2) for the Selected Project	Quarter/Year

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Appendix A.4 Updated Lease and Site Layout Plan Offshore and Onshore

[Insert Update from Section 1]

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Appendix A.5 Proof of Office Establishment / Continuation

[Insert Update from Section 1]

Appendix A.6 Offshore and Onshore Construction Progress

[Insert Update from Section 1]

Appendix B.1 State and Local Approvals

[Insert Update from Section 2]

Description	Planned	Progress

Appendix B.2 Updates on COP and other Federal Approvals

[Insert Update from Section 2]

Section Title	Planned BOEM Submission/Revision	Date of BOEM submission	Date of current working version
Construction and Operations Plan (COP)¹³			
Other Federal Approvals			

¹³ Each description should include the appropriate section or appendix as specified in the Information Guidelines for a Renewable Energy Construction and Operations Plan (COP). Available at: <https://www.boem.gov/sites/default/files/documents/about-boem/COP%20Guidelines.pdf>.

Appendix C.1 Updated Interconnection Plan and Activities

[Insert Update from Section 3]

Appendix C.2 Interconnection Applications

[Insert Update from Section 3]

Appendix C.3 Interconnection Approvals

[Insert Update from Section 3]

Appendix D.1 Executed Supply Agreements and Purchase Orders

[Insert Update from Section 4]

<u>Project Name</u>	<u>Executed Contract (Y/N)</u>	<u>Good Faith Estimate Of Expected Total Of NYS Economic Benefits (Can be a range)</u>	<u>Good Faith Estimate Of Projected Realized NYS Economic Benefit to Date (Can be a range)</u>	<u>Good Faith Estimate Of Projected Realized Labor Dollars (Can be a range)</u>	<u>Good Faith Estimate Of Projected Realized U.S. Iron and Steel Dollars (Can be a range)</u>	<u>Good Faith Estimate Of Projected Realized MWBE and SDVOB Dollars (Can be a range)</u>

Appendix D.2 New York State Supplier Opportunity Activities Summary

Appendix D.2.1: Overall Summary

Activities	Date

Appendix D.2.2: Recent Contracting

New York State suppliers that have been awarded contracts since last quarterly report

Appendix D.2.3: Upcoming Activities, Tenders and/or Supplier/Buyer Engagements Related to New York State Supplier Opportunity

Procurement Process	Communication Efforts and Outcomes

Appendix D.3 Major Supplier Items in Terms of Cost and Lead Times

[Insert Update from Section 4]

Equipment / Services	Executed Contract (Y/N)	Shipping from:	Expected Delivery Date	Comment for Status or Delays (must align with project schedule in Appendix A1)	Name/Utilization of NYS Facilities (if applicable)	Utilization of U.S. Iron and Steel (Y/N)
1. <i>Vessels</i>						
2. <i>Towers</i>						
3. <i>Blades</i>						
4. <i>Nacelles</i>						
5. <i>Inter array Cable</i>						
6. <i>Substation (topside)</i>						
7. <i>Substation (bottom side)</i>						
8. <i>Export Cable</i>						
9. <i>Onshore Substation</i>						
10. <i>Foundations</i>						
11. <i>Crew Transfer Vessel Services</i>						

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12. <i>Service Operations Vessels</i>						
13. <i>Other</i>						
<i>TOTAL</i>						

Appendix D.4 List of Contracts from New York State Supplier Database

[Insert Update from Section 4]

Appendix D.5 List of Exemptions from New York State Supplier Database

[Insert Update from Section 4]

Procurement Process	Reason for Exemption

Appendix D.6 List of Supplier Forums for New York State Firms

[Insert Update from Section 6]

Appendix E.1 List of Industry Growth Activities

[Insert Update from Section 5]

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Appendix F.1 With Respect to Expenditures on Community Benefit Funds, Grants, Apprenticeships and Internships, Educational Cooperative Efforts, and/or Training Initiatives

[Insert Update from Section 6]

Community Benefit Recipient	Description of Service / Product	Total Benefit Commitment	Amount Paid for this Reporting Period	Total Amount Paid-to-Date	% of Target	Expected Timeframe to Realize Benefit

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Appendix G.1 Stakeholder Engagement Activities By Quarter; Narrative Update

[Insert Update from Section 7]

Appendix G.2 Stakeholder Engagement Activities: Tracking Summary

[Insert update from Section 7]

Engagements with Tribal Nations

Date	Tribal Nation, Representative Name, Representative Title	Engagement Type	Topics Discussed	Response to information / Outcomes	Follow up scheduled/ provided	Change in project plan?

Engagements with Elected Officials

Date	Elected Official and district / area they represent	Supporting staff in attendance	Engagement Type (ex. Public/private, briefing/event)	Topics Discussed	Response to information / Outcomes	Follow up scheduled/ provided	Change in project plan?

Other Stakeholder Meetings, including consultation with New York State Agencies and participation in TWGs.

Date	Organization / stakeholder group	Engagement Type (ex. Public/private, briefing/event)	Topics Discussed	Response to information / Outcomes	Follow up scheduled/ provided	Change in project plan?

Hosted Public Events

Date of Event	Engagement Type	Goal/Subject of Engagement	Marketing Ahead of Event	Attendance Targeted	Final Attendance	Elected Officials Invited / Attended	Follow-Up Material Provided	Feedback Received

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Appendix G.3 Stakeholder Engagement: Marketing Efforts

[Insert Update from Section 7]

Project detail to be communicated: Project status, schedule change, or employment opportunity	Marketing Campaign Method	Frequency of Communication or Marketing Collateral	Feedback or Inquiries from campaign	Dates and Duration of Campaign	Location of Campaign

Appendix H.1 Disadvantaged Community Benefits and Engagement

Geographic Location	Progress towards achieving Disadvantaged Communities Commitments and (to the extent reasonably available) other benefits to Disadvantaged Communities					
<u>Census Tracking Code</u>	<u>Description of Engagement</u>	<u>Taxes/PILOT/Capital Improvements (In dollars \$US)</u>	<u>Labor (In dollars \$US)</u>	<u>Materials/Equipment/Services (In dollars \$US)</u>	<u>Land Purchase, Easements or Lease (In dollars \$US)</u>	<u>Other (In dollars \$US)</u>

Appendix I.1 Updates to Fisheries Mitigation Plan

[Insert Update from Section 9]

Appendix I.2 Commercial Fishing Loss Claims

[Insert Update from Section 9]

Appendix I.3 Updates to Environmental Mitigation Plan

[Insert Update from Section 9]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix J.1 Number of Distinct Engagements and Feedback from Fishing Industry
Representatives

[Insert Update from Section 10]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix J.2 Number of Distinct Engagements and Feedback from Environmental Industry Representatives

[Insert Update from Section 10]

Appendix K Updates from Fisheries and Environmental Data Acquisition Plans

[Insert Update from Section 11]

Appendix L.1 Fisheries and Environmental Monitoring Plans

[Insert Update from Section 12]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix L.2 Financial Commitments/MW for Regional Monitoring of Wildlife and Key
Commercial Fish Stocks

[Insert Update from Section 12]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix L.3 Financial Commitments by Quarter for Regional Research of Wildlife and Key Commercial Fish Stocks

[Insert Update from Section 12]

Appendix M.1 Job Reporting: Attestation

[Insert Required Attestation Form]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix M.2 Job Reporting: Project Labor Agreement Plan and Updates

[Insert Update from Section 13]

Scope	Union Counterparties	PLA Status	PLA Execution Target Date	Contractor	NYSERDA Review Date

Appendix M.3 Job Reporting: Cumulative FTEs

Occupation by SOC ¹⁴	Cumulative FTEs - Planning and Development	Cumulative FTEs - Construction and Installation	Cumulative FTEs - Manufacturing and Assembly	Cumulative FTEs - Operations and Maintenance

Census Tract	Cumulative FTEs - Planning and Development	Cumulative FTEs - Construction and Installation	Cumulative FTEs - Manufacturing and Assembly	Cumulative FTEs - Operations and Maintenance

¹⁴ The Parties acknowledge that the SOC and Census Tract codes may not be readily applicable to all persons employed in connection with the Selected Project. The Parties will work in good faith to establish a workable framework for reporting jobs in such cases.

Appendix N.1: Project MWBE/SDVOB Utilization Update
 To the extent reasonably available

Commitment to Diversity, Equity, and Inclusion Information: Please include information related to the Seller, and each contractor’s and subcontractor’s (over \$500,000) adoption of practices and policies that promote diversity, equity and inclusion.	Responses
Does your company have a policy to respond to incidents of discrimination?	
Does your company have employee diversity training or diversity awareness events?	
Does your company have strategies, policies, or programs to increase the number of:	
1. female hires?	
2. minority hires?	
3. LGBTQ+ hires?	
4. veteran hires?	
Does your company have a supplier diversity program, or a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?	
Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?	
Does your company have the following policies or programs?	
1. Mentorship programs for women	
2. Mentorship programs for minorities	
3. Mentorship programs for veterans	
4. Mentorship programs for LGBTQ+	
5. Promotion policies for women	
6. Promotion policies for minorities	
7. Promotion policies for veterans	
8. Promotion policies for LGBTQ+	

Seller will describe any actions for violations of equal employment opportunity requirements or anti-discrimination laws of which it is aware that (i) have been brought against Seller or its contractors and (ii) have resulted in a final determination by the Equal Employment Opportunity Commission, a court, or any federal, states, or municipal government or body requiring the payment of damages or other corrective action by Seller or its contractors.

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix N.1: Project MWBE/SDVOB Utilization Update
To the extent reasonably available

List all MWBE/SDVOB Contractors/Subcontractors Name, address, phone number, and email address for each contractor/subcontractor. <i>(Check appropriate box if firm is a certified MBE/WBE/SDVOB)</i>	Certifications/ Designations	Estimated Start/End Date	Agreement Amount	Brief Description of Work to be Performed
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB	Start Date: _____ End Date: _____	\$ _____	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB	Start Date: _____ End Date: _____	\$ _____	

Along with the above, please also provide a list of all Tier 1 and Tier 2 contractors / subcontractors that are not MWBE/SDVOBs reasonably identified and categorized by scope of work.

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix N.2: Project Staffing Update (To the extent reasonably available)

Exhibit K-45

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Appendix O.1 Expected Commercial Operation Date and explanation of reasons for any change

[Update from Section 15]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

EXHIBIT L
RESERVED

Exhibit L

EXHIBIT M

NEW YORK JOBS AND WORKFORCE PLAN

1. New York Jobs and Workforce Plan Summary

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Labor Engagement
Project Labor Agreements

Project Labor Agreements (PLAs) have been foundational to the approach of the Seller's organization in New York, and throughout its portfolio.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit M-5

<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

Incorporation of Labor Requirements & Best Practices

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

Prioritizing MWBE and SDVOB Opportunities
Commitments to MWBE and SDVOB Utilization

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Investing to Grow Offshore Wind MWBEs and SDVOBs

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Industry Wide Training and Education

Background on Seller's Workforce Training

Seller has a well-established track record of working with existing and relevant industry education programs.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Just Transition

Centering Workers' Priorities In A Just Transition

Seller recognizes that while the proposed offshore wind career pathways will prioritize high quality job creation, the proposition of high-quality careers alone will not suffice in bringing about a Just Transition. Jobs will inevitably be lost in fossil fuel-based businesses as the U.S. seeks to decarbonize, and workers engaged in the fossil fuel energy sector are at risk of losing employment. Moreover, Seller acknowledges that a single company, even with intentional planning, worker-centric labor policies, and deep commitment to Just Transition, cannot deliver a Just Transition on its own. Balancing the positive and negative social consequences of the transition is a challenge that requires all relevant stakeholders to join forces to ensure the transition toward a renewable energy economy is just to those affected.

[REDACTED]

[REDACTED]

To do its part in delivering a Just Transition, Seller is committed to working together with labor and community groups to understand their diverse perspectives.

In coordination with NYSEERDA and key public sector stakeholders, Seller is committed to advancing this critical conversation and organizing effort, rather than simply building the Selected Project. Strategies to do so include:

1. Engaging all affected parties, including workers, Tribes, and EJ communities;
2. Addressing underlying social injustices to avoid replicating existing systems of resource and human exploitation;
3. Providing support for workers at high risk of economical and/or geographical dislocation;
4. Mitigating losses by strengthening technical skill sets, enabling workers to successfully navigate the energy transition;
5. To the greatest extent possible, enabling workers to continue to live and work in New York State;
6. Incorporating sustainability principles; and
7. Sharing findings and strategies with workers and communities across the region who are facing similar issues.

[REDACTED]

Jobs Creation & Estimates

This Plan will enable significant direct jobs to be created and allow for workers from across New York to benefit. Seller intends to spend over \$279 million in Expected Labor Dollars and estimates over \$880 million in Total Labor Dollars over the life of this Agreement

[REDACTED]

[REDACTED]

[REDACTED]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

EXHIBIT N

**STAKEHOLDER ENGAGEMENT PLAN
FOR
SUNRISE WIND OFFSHORE WIND PROJECT**

Version 1.0

Prepared pursuant to Agreement No. 231327, May __, 2024

with

**New York State Energy Research and Development Authority
Albany, NY**

Prepared by

**Sunrise Wind LLC
437 Madison Avenue, Suite 1903
New York NY 10022**

**Sunrise
Wind**

**Powered by
Ørsted &
Eversource**

May __, 2024

STAKEHOLDER ENGAGEMENT PLAN

Record of Revision		
Revision Date	Description of changes	Revision on pages
1.0; (TBD)	[Original issue]	-

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Exhibit N-ii

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Links to Selected Project Information: See sunrisewindny.com and Twitter Handle @SunriseWindNY.

STAKEHOLDER ENGAGEMENT PLAN

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STAKEHOLDER ENGAGEMENT PLAN

1.0 Stakeholder Engagement Plan Summary

1.1 Overall Principles and Goals

Seller has been and remains committed to pursuing robust, inclusive, and transparent public involvement to understand, incorporate and respond to the diverse perspectives, needs and concerns of stakeholders at every stage of development.

As part of the Selected Project, for its Stakeholder Engagement Plan, Seller seeks to:

1. Disseminate information, opportunities, and progress to the public;
2. Advance the public's understanding and support for the Selected Project, offshore wind industry, and clean energy transition through knowledge-building;
3. Identify and engage with key stakeholders of the Selected Project by informing, listening and learning, and collaborating, with an orientation toward inclusive decision-making;
4. Encourage and collect stakeholder input (with an eye toward creating space for and elevating voices of those with less power, resources, and privilege);
5. Use stakeholder input to improve the Selected Project and avoid, minimize, or mitigate potential conflicts before they arise;
6. Obtain Federal and state approvals for the construction of the Selected Project;
7. Obtain local real estate rights for the onshore transmission route; and
8. Collaboratively design and deliver the Selected Project on-time, with widespread support and in alignment with the goals of the CLCPA.

Seller's stakeholder engagement is led by a combination of existing team members that includes locals with deep roots in the project area and extensive backgrounds in outreach—with support from subject matter experts and the best available communication tools.

In conducting its stakeholder engagement, Seller has utilized a diverse collection of methods that include both broad-based communication and engagement as well as targeted outreach methods tailored to specific stakeholders throughout the lifecycle of the Selected Project to ensure robust engagement with a wide range of diverse and representative stakeholders.

STAKEHOLDER ENGAGEMENT PLAN

Broad-based stakeholder outreach methods will continue to include:

Informing: Sharing information about the Selected Project's plans, opportunities, impacts, and progress.

- *Methods*: Selected Project website, social media accounts, newsletter, direct mailings, press releases, media advisories, op-eds, editorial board meetings, advertisements (digital, TV, radio, print), presentations, open houses, displays, and small group and one-on-one meetings. Note: Materials are available in English and Spanish.

Listening and Learning: Understanding stakeholder priorities, concerns, goals, and how the Selected Project can address them.

- *Methods*: Focus groups, intake of stakeholder inquiries (e.g., via email/social media messages), designated stakeholder liaisons, comment cards, questionnaires, polling, stakeholder input meetings, and pop-up booths and meetings. Note: Members of the outreach team are also fluent in Spanish.
- Collaborating: Partnering with stakeholders to share power and design and deliver an inclusive Selected Project that utilizes local expertise to maximize community benefits, EJ, and a just transition.
 - *Methods*: Community meetings and planning sessions, supplier forums, technical working group participation, industry events, agency outreach and consultation and stakeholder steering committees.

Seller has and will continue to aim to align its stakeholder engagement activities with expert guidance and best practices, including, as applicable, NYSERDA's 10 Guiding Principles for Offshore Wind Stakeholder Engagement, the Climate Action Council's Just Transition Principles, and the fifth and seventh foundational principles of environmental justice, which dictate the importance of self-determination and participation in any decision-making process.

1.2 Overall Approach to Incorporating Data and Stakeholder Feedback

Seller will seek to change techniques that are not effective and scale up those that are most effective and further needed, while also seeking to engage with groups in formats that are conducive to their participation.

STAKEHOLDER ENGAGEMENT PLAN

In addition:

- As described below, Seller has performed a stakeholder mapping exercise to obtain population, cultural, and economic statistics and information on communities or interest groups relevant to the Selected Project.

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

- Seller will detail the allocated resources used to continuously support long-term engagement and Selected Project initiatives.

STAKEHOLDER ENGAGEMENT PLAN

- [REDACTED]
- [REDACTED]
- Seller will review and seek input from stakeholders on avoiding, minimizing, or mitigating adverse impacts from Selected Project construction and operation, local economic development, reduced energy burden, avoided health costs, added climate resiliency, avoided environmental costs, added environmental benefits, workforce training opportunities, and economically Disadvantaged Community (DAC) participation.
 - [REDACTED]

1.3 Existing Guidance and Best Practices That Will Be Followed

The following list of documents, publications, tools, and/or plans will be referenced and used for guidance by Seller to support the Stakeholder Engagement Plan:

- [REDACTED]
- [REDACTED]
- [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

2.0 Stakeholder Identification and Stakeholder List

2.1 Overview and Stakeholder Identification Objectives

Seller has identified stakeholders through mapping exercises informed by desktop research; review of community planning documents, permitting application requirements, government websites and databases; and through the input of its team members who have years of lived experience in the Selected Project's areas (including prior to working on the Selected Project) and who have participated in extensive outreach over the six-year course of the Project's development to date.

Although non-exhaustive, below is a comprehensive list of key Selected Project stakeholders the teams' relationship management methods.

Federal, State, and Local Government Agencies

Examples: NYSEKDA, New York State Department of Public Service (NYSKPS), New York State Department of Environmental Conservation (NYSDEC), New York State Department of Transportation (NYSKOT), New York State Department of State (NYSKOS), New York State Office of Parks, Recreation and Historic Preservation, Empire State Development, Bureau of Ocean Energy Management (BOEM), United States Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), NOAA Fisheries, United States Fish and Wildlife Service (USFWS), and coastal consistency regulators in Rhode Island, Connecticut, and Massachusetts (due to lease area location).

Relationship Management Methods: liaison assignments, regular staff briefing/consultations, email updates, application filings, site visits (as needed).

Elected Officials

[REDACTED]

- Statewide: U.S. Senator Chuck Schumer, U.S. Senator Kirsten Gillibrand, New York Governor Kathy Hochul.

[REDACTED]

[REDACTED]

[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

Coastal Residents/Business Owners and Local Communities (including EJ and Proximate DACs)

[Redacted]

[Redacted]

[Redacted]

Environmental Organizations

Examples: New York League of Conservation Voters, Citizens Campaign for the Environment, Natural Resources Defense Council (NRDC), Group for the East End, The Nature Conservancy, Waterfront Alliance, Win with Wind, Wind Works Long Island/NY

[Redacted]

Tribal Nations

[Redacted]

[Redacted]

Labor Leaders/Organizations

STAKEHOLDER ENGAGEMENT PLAN

Examples: Climate Jobs NY; New York State Building and Construction Trades; Building and Construction Trades Council of Greater NY; Greater Capital Region Building and Construction Trades Council; Long Island Federation of Labor; Seafarers International Union; NYC Central Labor Council; North America's Building Trades Unions; Building & Construction Trades Council of Nassau and Suffolk County; NYS AFL-CIO; Utility Workers Union of America; United Association of Plumbers, Pipefitters and Steamfitters; International Brotherhood of Electrical Workers; United Brotherhood of Carpenters and Joiners of America; International Association of Ironworkers; United Steelworkers; International Union of Operating Engineers; and Laborers International Union of North America.

Relationship Management Methods: liaison assignments, small group and one-on-one meetings, group briefings, JSC-TWG, event participation/sponsorships.

Commercial and Recreational Fishing

Examples: Long Island Commercial Fishing Association, Responsible Offshore Wind Development Association, Responsible Offshore Science Alliance, New England and Mid-Atlantic Fisheries Management Councils, Massachusetts Lobsterman's Association, Rhode Island Commercial Fisheries Research Foundation, Saltwater Guides, and many others are groups that advocate on behalf of fishing interests. However, one-one-one engagement with fishermen is a priority for the Selected Project's Marine Affairs Team to gather and share information.²²

Relationship Management Methods: liaison assignment/marine affairs team, port hours (on the docks and

[REDACTED]

[REDACTED]

Economic and Workforce Development/Training Organizations

Examples: WE ACT for Environmental Justice, South Bronx Unite, New York City Economic Development Corporation (NYCEDC), The HOPE Program, Kingsborough Community College, LaGuardia Community College, Suffolk County Community College, Farmingdale State College, Minority Millennials, United Way of Long Island, Rocking the Boat, M.A.P.P., The Edward J. Malloy Initiative for Construction Skills, Nontraditional Employment for Women, Pathways to Apprenticeship, Helmets to Hardhats, Opportunities Long Island, The Point Community Dev. Corp., Center for Economic Growth, Long Island Association, South Bronx Overall Economic Development Corporation, The Bronx Chamber of Commerce, Workforce Development Institute, The Worker Institute at Cornell University, Educational Opportunities Center (Capital Region), Hudson Valley Community College, Capital Region Boards of Cooperative Educational Services (BOCES), New Settlement, Bronx Community College, WVI Dolphin Foundation.

[REDACTED]

Research and Development Institutions

[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

Examples: Stony Brook University, Brookhaven National Lab, SUNY Farmingdale, Newlab, Syracuse University (Susan Parker Lab), and Cornell Cooperative Extension of Suffolk County.

[REDACTED]

Maritime Industry, Tourism Operators, and Navigational Safety Committees

Examples: Maersk, Atlantic Waterway Operators, regional pilots associations, Carnival, Hornblower/New York City Ferry, Circle Line, Manhattan by Sail, Maritime Association on the Port of New York and New Jersey, SUNY Maritime, Montauk Boatmen and Captain's Association, Viking Fast Ferry, Sea Services.

[REDACTED]

[REDACTED]

[REDACTED]

Supply Chain Businesses (including Small-Medium Enterprises)

Examples: New York Small Business Association/National Federation of Independent Businesses; Business Council of New York State; Manufacturers Association of Central New York, Center for Economic Growth; Long Island Association.

[REDACTED]

Port Owners/Operators

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN



Community Liaisons

Seller has in place numerous team members with deep and hyper-local community experience within Suffolk County, thus serving already as community and stakeholder liaison officers for the purposes of the Selected Project and its stakeholders. These individuals have been instrumental in the project's success to date, supporting the effort to obtain an extensive list of local/state approvals and real estate rights, executing numerous agreements with stakeholder groups, and for establishing and maintaining broad-based support for the Selected Project. Several of these team members are long-time residents of Suffolk County with extensive lived experience in and around the Selected Project's transmission footprint, expansive personal networks and a nuanced understanding of the region. Most have also served in local or regional government where they have developed relationships and insights that provide a deeper understanding of the systems, services and people that support and reside in the area, and which give them important credibility when engaging with local officials.

Orsted's Tribal Relations Lead, Anthony Walters, has spent his career working in various capacities on Native American Affairs. In New York, he is supported by team members with hyper-local experience working with members of the Shinnecock and Unkechaug Nation.

Project Offices

A project office has been opened near the transmission footprint in Patchogue, NY. Additionally, temporary offices for Orsted's operations and maintenance staff are located in East Setauket at 45 Research Way, near the 22 Research Way facility that will serve as the permanent operations and maintenance headquarters once construction is complete. Additionally, Orsted has a corporate office located 437 Madison Ave, 19th Floor, New York, NY 10022.

2.2 Communication Officers/Positions, Responsibilities, and Contact Information

The following is a preliminary list of Seller's primary communication officers, including their role, and name and contact information. Seller will provide stakeholders with an understanding of who should be called for a particular issue or question. Table 2.1 also lists who reports to certain staff members to illustrate the organizational structure.

Seller will make this list available and keep it current to reflect organic changes and turnovers in responsibilities throughout the Selected Project life cycle.



[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

3.0 Stakeholder Engagement Goals

3.1 Defining Goals and Desired Outcomes

This section should describe goals and desired outcomes developed through a collective understanding of shared interests for each stakeholder group identified in 2.1.

Seller will develop goals and desired outcomes through a collective understanding of shared interests for each type of stakeholder group identified in 2.1.

■ [REDACTED]

In addition:

- Seller has defined the issues and/or information prioritized by each stakeholder group in its engagements/collaboration with stakeholders to date:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

+	[Redacted content]
+	[Redacted content]

STAKEHOLDER ENGAGEMENT PLAN

The table is divided into three sections, each separated by a light blue horizontal bar. Each section contains a list of items, likely stakeholders or engagement activities, with their details completely redacted with black bars. The first section has one main row and three sub-rows. The second section has one main row and four sub-rows. The third section has one main row and three sub-rows.

STAKEHOLDER ENGAGEMENT PLAN

The image shows a table with a blue header row. The table contains several rows of text, all of which have been redacted with black bars. The redaction covers the majority of the content in each row, leaving only a small portion of the text visible on the left side of each row. The table is enclosed in a black border.

STAKEHOLDER ENGAGEMENT PLAN

4.0 Stakeholder Engagement Activities, Consultations, and Partnerships

4.1 Planned Activities and Outreach

Seller will continue to pursue numerous options for engagement activities and follow-up with community members, local elected officials, institutions, local businesses, and nonprofit organizations. As part of this work, Seller will seek out a wide range of voices, including the key stakeholder groups illustrated in Section 2.1, while also directing a concerted effort towards engagement with historically marginalized groups traditionally left out of development decisions, such as frontline and DACs.

- As a mature, build-ready project, Seller has participated in extensive engagement and activities specific to stakeholder groups and with careful considerations for accessibility as described in Section 2.1, [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- Going forward, Seller will:
 - Continue to include specific measures to promote diverse and representative participation and stakeholder accessibility, tracking success metrics from its stakeholder engagement activities. For example, accessibility factors that will continue to be considered, especially for DACs, include convenience of meeting times and accessibility of locations or virtual platforms, childcare needs, language and interpretation needs, and variety of opportunities to participate and ways to provide input are considered in planned activity and outreach.
 - Continue to detail the anticipated outreach and schedule prior to informing stakeholders of planned activities including alerting NYSERDA and posting public events to the Selected Project website’s event pages.
 - Continue to detail the plan for providing consistent follow-up with the stakeholders they have engaged, especially members of DACs, to make clear how their input was considered, and/or provide learning opportunities to raise awareness of and gain support for the Selected Project with the stakeholders.
 - Continue to participate in technical working groups related to fisheries, marine, jobs and supply chain, and other potential technical working groups to ensure industry coordination.

4.2 Planned Partnerships

- The Seller's organization has engaged in numerous partnerships with community organizations, institutions, local businesses, and nonprofit organizations as part of its effort to advance the Selected Project and South Fork Wind. [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

STAKEHOLDER ENGAGEMENT PLAN

5.0 Tracking Progress and Communications

5.1 Tracking Stakeholder Engagement

Seller will continue to track relationships, activities, and both successful or unsuccessful outcomes from engagements.

- Below, Seller has detailed how it plans to track relationship progress with stakeholders and has provided a current example of such a tracker.

█ [Redacted]

█ [Redacted]

█ [Redacted]

- Seller will include tracking tables for goals defined in Section 3.1. that include when and where the goal is supported or achieved through engagement activities.
- Seller will provide a list of engagements along with the data seen in the Table 5.1 below. This will be completed over the course of the contract period.

Table 5.1 Tracking Stakeholder Engagement

Organization Type	Engagement Type	Goal/Subject of Engagement	Marketing Ahead of Event	Attendance Targeted	Final Attendance	Date of Event	Follow-up Material Provided

5.2 Tracking Stakeholder Marketing Efforts

Seller will continue to track general communications or marketing campaigns to raise awareness among communities proximal to Selected Project activities.

- Below, Seller has detailed how it plans to track marketing efforts or public awareness campaigns and provided an example of such a tracker.

STAKEHOLDER ENGAGEMENT PLAN

█ [REDACTED]

- Seller will continue to detail its public awareness campaigns leveraged to communicate or advertise project development status, hiring opportunities, and impacts on local communities. Seller aims to keep community members aware of Selected Project developments that may impact them, regardless of their individual support or interest in the activity.

█ [REDACTED]

█ [REDACTED]

- Seller will provide a list of such public campaigns or marketing efforts along with the data seen in the Table 5.2 below. This will be completed over the course of the contract period.

Table 5.2 Tracking Stakeholder Marketing Efforts

Project Detail to be Communicated: Project Status, Schedule Change, or Employment Opportunity	Marketing Campaign Method	Frequency of Communication or Marketing Collateral	Feedback or Inquiries from Campaign	Dates and Duration of Campaign	Location of Campaign

EXHIBIT O
U.S. IRON AND STEEL CERTIFICATION FORMS

Contractor's Certification

U.S. IRON AND STEEL CONTRACTOR CERTIFICATION FOR CONTRACTS FOR
CONSTRUCTION OF A COVERED RENEWABLE ENERGY SYSTEM INVOLVING THE
NEW YORK STATE ENERGY RESEARCH DEVELOPMENT AUTHORITY'S
PROCUREMENT OF RENEWABLE ENERGY CERTIFICATES

Project Title:

Contractor's Name:

Offshore Wind Project:

Developer Name:

I certify that iron and steel products that will be permanently incorporated into the offshore wind project will have been manufactured in the United States from the initial melting stage through the application of coatings (except metallurgical processes involving the refinement of steel additives), such that a minimum of \$[●] (fabricated/finished cost) of steel components are manufactured in the United States. I will also develop and maintain the necessary documentation to demonstrate that iron and steel products incorporated into the project were manufactured in the United States, in the amount specified, and make such documentation available to NYSERDA or their authorized representatives, upon request.

Signature:

Name:

Title:

Date:

Manufacturer's Certification

The following information is provided as a manufacturer's sample letter of certification for compliance with the ORECRFP23-1 requirement that that a minimum of \$114,000 per megawatt capacity (fabricated/finished cost) of iron or steel components that will be permanently incorporated into the offshore wind project will have been manufactured in the United States from the initial melting stage through the application of coatings (except metallurgical processes involving the refinement of steel additives).

Date

Company Name

Company Address City, State Zip

Subject: United States Iron and Steel Certification for [project name]

I, (company representative), certify that the following iron or steel products and/or materials shipped or provided for the subject project were manufactured in the United States, from the initial melting stage through the application of coatings (except metallurgical processes involving the refinement of steel additives).

Item, Products and/or Materials, and Manufacturing Location:

1. Xxxx
2. Xxxx
3. Xxxx

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

EXHIBIT P
RESERVED

Exhibit P

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

EXHIBIT Q
RESERVED

Exhibit Q

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

EXHIBIT R
RESERVED

Exhibit R

EXHIBIT S
ANNUAL OPERATING REPORT

1. General Site Information

- a. Project Name
- b. Owner
- c. Address
- d. Latitude-Longitude
- e. AC Capacity
- f. DC Capacity
- g. Interconnecting Utility
- h. Major Equipment
 - i. Wind
 - 1. Turbines
 - 2. Other
 - ii. Energy Storage (if applicable)
 - iii. Transformers
- i. PTID/GenID:
- j. Operator
- k. Subcontractors

2. Production

Provide the following project performance metrics for the current year.

Table 1 Production Statistics

Month	Actual MWh	Weather-Adjusted Expected MWh ¹	Expected MWh	Actual/Weather-Adjusted Expected	Capacity Factor ²
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					

December					
Total Annual					
¹ Expected production using the latest project production model adjusted for actual weather conditions on site during the current year. ² Actual MWh / (8760 x AC Capacity)					

3. Outages and Availability

Provide a summary of lost generation due to outages during the current year.

Table 2 Outage Summary

	Forced Outages (MWh)	Planned/ Maintenance Outages (MWh)	Curtailement (MWh)	Transmission / Distribution Grid Outages ² (MWh)	Other (MWh)	Total Outage Losses (MWh) ³	Effective Availability ⁴ (%)
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
Total Annual							

¹ NYISO Curtailment Order
² Utility Outages or ordered Temporary Disconnection due to emergency, forced outages, maintenance/planned outages, or reliability (adverse operating effects)
³ Sum of Outages and Curtailment
⁴ Total Outage Losses/Actual Production

Table 3 Curtailment and Grid Outages Summary

Date	Event Type: Curtailment ¹ or Transmission/Distribution Grid Outages ²	Start Date and Time	End Date and Time	Lost Generation (MWh)	Notes
Total Annual					

¹ NYISO Curtailment Order
² Utility Outages or Temporary Disconnection due to emergency, forced outages, maintenance/planned outages, or reliability (adverse operating effects)

4. Corrective Maintenance

Provide a summary of all Corrective Maintenance activities performed on major components during the current year.

Table 4 Corrective Maintenance Summary (with examples)

Equipment	Issue Description	Corrective Maintenance Description	Outage Start	Outage End	Lost Generation (MWh)	Status	Notes
Gear Box on WTG 21	Replacement	Proactive replacement of Gear Box due to failures in	8/1/22	8/20/22	800	Complete	Gearbox under warranty; replacement

		this turbine model					performed by site operator

5. Preventative Maintenance

a. Current Year

Provide a summary of all Preventative Maintenance activities performed during the current year. Weekly or monthly inspections only need to be listed once.

Table 5 Preventative Maintenance Summary – Current Year (with examples)

Equipment	Preventative Maintenance Description	Maintenance Start	Maintenance End	Lost Generation (MWh)	Status	Notes
Turbine 21	Inspection	8/1/2022	8/9/2022	340	Complete	Routine Inspection of WTG (biannual)

b. Next Calendar Year (Planned)

Provide a summary of Planned Maintenance outages expected to result in lost generation for next Calendar year.

Table 6 Preventative Maintenance Summary – Next Calendar Year (with examples)

Equipment	Preventative Maintenance Description	Planned Maintenance Start	Planned Maintenance End	Planned Lost Generation (MWh)	Notes
Turbines 2 – 27	Inspection & cleaning	8/1/2022	9/1/2022	540	

6. Environmental and Permitting Activities

Provide a summary of any environmental or permitting activities performed during the current year.

7. Detailed Production Data (8760)

Provide 8760 production data in Microsoft Excel for the current year in the format below.

Date	Day	Hour Ending	Production (MWh)	Notes

EXHIBIT T
DISADVANTAGED COMMUNITY BENEFITS GUIDANCE

Type of Benefit	Description and Methodology
Taxes / PILOT / Capital Improvement	<ul style="list-style-type: none"> • All taxes or payment in lieu of taxes (PILOT) payments made to a municipality or to a school district within a municipality that is all or partially identified as a Disadvantaged Community. • The percentage of taxes or PILOT payments made to a county/city/town/village that is equivalent to the proportion of the population²⁴ that lives in the Disadvantaged Community(ies) within the municipality. • The percentage of taxes or PILOT payments made to a school district that serves a population from a Disadvantaged Community with such percentage reflecting the student population drawn from Disadvantaged Communities.²⁵ • Any portion of an investment in a Disadvantaged Community that funds an enhancement or capital improvement project that goes above and beyond typical restoration normally required as a result of project activities to re-establish pre-existing conditions or bring the restored area into jurisdictional compliance, will be considered a Disadvantaged Community benefit (e.g., adding sidewalks, electric bike infrastructure, street lamps, or bike lanes) to the extent its programmatic cost is not already a designated Disadvantaged Community benefit (e.g., services rendered by a non- Disadvantaged Community located firm to design the sidewalks <i>etc.</i>).
Labor	<ul style="list-style-type: none"> • Construction payroll-related expenditures benefiting workers residing in Disadvantaged Communities, including wages and benefits. • Payroll expenditures associated with operations and maintenance, plant management, and long-term project development benefiting workers residing in Disadvantaged Communities. • Administrative and general payroll-related expenditures benefiting workers residing in Disadvantaged Communities, including wages and benefits. • Financial, legal, technical, and other consulting services, including wages and benefits benefiting workers residing in Disadvantaged Communities. • Investment in education and training programs that exist within and are focused on jobseekers and workers living within Disadvantaged Communities related to clean energy career pathways, including community-based job training providers, BOCES, pre-apprenticeship and apprenticeship programs, adult basic education, and workforce programs at community colleges. Wraparound services, such as shuttle buses, childcare, etc.

²⁴ Based on Census Tract population data as identified and updated by the US Census Bureau Table DP05. See the US Census Bureau Table DP05, <https://data.census.gov/cedsci/table?q=population%20of%20New%20York&y=2019&tid=ACSDP5Y2019.DP05>.

²⁵ See footnote above.

PUBLIC VERSION / CONFIDENTIAL INFORMATION REMOVED

Type of Benefit	Description and Methodology
Materials / Equipment / Services	<ul style="list-style-type: none"> • Purchases of goods and services benefiting Disadvantaged Communities associated with construction, general project-related activities, and supporting consulting services (including sales tax where applicable). • Materials, equipment, goods and services that are sourced from businesses (or divisions of businesses) located within a Disadvantaged Community during pre-construction, construction and on-going operations and maintenance. This includes financial, legal, technical, and other consulting services and encompass all phases of the Selected Project.
Land Purchase, Easements or Lease	<ul style="list-style-type: none"> • Land use payments (e.g., option payments, easement payments, lease payments) associated with the Selected Project that are paid to owners who reside in, or businesses located in, a Disadvantaged Community or for properties located in a Disadvantaged Community.