

SECOND HOST COMMUNITY AGREEMENT

1. PARTIES

This Second Host Community Agreement (the "Agreement") is entered into by the Town of Barnstable, a Massachusetts Municipal Corporation ("Barnstable" or "Town") and Park City Wind LLC, a Delaware limited liability company ("Park City Wind" or "PCW") (together, "the Parties").

2. THE MASSACHUSETTS PROCEEDINGS

PCW proposes to construct a wind generating facility in federal waters south of Martha's Vineyard and to connect that facility via cables into state waters and eventually to the West Barnstable electrical substation in the Town in order to connect to the regional electric grid (collectively, the "Second Project", also known as the "Vineyard Connector 2" in filings with the DPU and EFSB) as more fully described as the preferred or noticed alternative route filed with the Commonwealth's Department of Public Utilities in D.P.U. 20-56 and 20-57, and with the Energy Facilities Siting Board in EFSB 20-01, or as otherwise approved in those dockets. The cables for the Second Project consist of electric power transmission lines, along with associated appurtenances including but not limited to substation equipment, telecommunications lines, duct banks, vaults, and vault access (collectively, "PCW Transmission Lines").

Notwithstanding any provision herein to the contrary, this Agreement relates solely to the Second Project as described in D.P.U. 20-56 and 20-57 and EFSB 20-01. Except as specifically identified herein, this Agreement does not relate to any matters now or hereafter filed with any Federal agencies including, without limitation, the United States Department of the Interior, the Federal Aviation Administration, or the United States Coast Guard.

3. STATEMENT OF PURPOSE

The Town wishes to support PCW in launching this important project, which will contribute to the region's renewable energy supply and bring significant revenue to the Town of Barnstable.

The Town believes that certain components of the Second Project could pose environmental risks to Nantucket Sound and to the Town's public drinking water supplies if not properly designed and managed. PCW acknowledges its responsibility to take every possible precaution to assure that, should the worst occur despite its best efforts, damage to the environment will be quickly, effectively, and comprehensively mitigated.

4. RECITATIONS

- A. WHEREAS, PCW is proposing to develop the Second Project in federal waters south of Martha's Vineyard and to connect the Second Project to the regional electric grid via PCW Transmission Lines in federal and state waters of Nantucket Sound and then across upland to electrical substations in the Town described below, and
- B. WHEREAS, the Town has previously opposed the proposed former Cape Wind project which was to be located on Horseshoe Shoals in Nantucket Sound, and

- C. WHEREAS, the Town believes that the Cape Wind project, because of its proposed location in Nantucket Sound, would have created numerous environmental risks to the public interest including, without limitation, the environment of Nantucket Sound, its beaches and estuaries, the water quality of the Town's sole source aquifer, air and marine navigation, endangered species, and the Commonwealth's Public Trust Rights and Obligations, and
- D. WHEREAS, the Town believes that the risks posed by the Cape Wind project, because of its proposed location in Nantucket Sound, would have been completely incompatible with considerations of environmental protection, public health, and public safety, and
- E. WHEREAS, PCW was not involved in the proposal or permitting of the former proposed Cape Wind project, nor is the Second Project located in the same vicinity as the former proposed Cape Wind project, and
- F. WHEREAS, if any proposed energy generating facility in Nantucket Sound (including, but not limited to wind generating facilities) was allowed to connect to the PCW Transmission Lines, both Parties agree that the Town would consider this to be an unacceptable outcome that clearly conflicts with the public interests, including the health, safety, and welfare of its residents, of the Town of Barnstable, and
- G. WHEREAS, PCW proposes to build a new electrical substation (the "PCW Substation") on a parcel of land commonly known and numbered as 8 Shootflying Hill Road, and to connect the PCW Substation to the Eversource West Barnstable substation off Oak Street where PCW's energy output will be connected to the regional electric grid, and
- H. WHEREAS, the proposed PCW Substation will house yet-to-be-identified electrical equipment, some of which is expected to be cooled by so-called dielectric fluids, and
- I. WHEREAS, PCW seeks to select a route for PCW Transmission Lines to the Eversource West Barnstable substation off Oak Street in Barnstable, and whereas the Parties desire (if possible) that said routes for said PCW Transmission Lines make landfall on property owned by the Town to support the Second Project that would not transmit energy generated from facilities located within Nantucket Sound, and
- J. WHEREAS, the Parties desire that the construction and operation of such facilities be undertaken in a manner that minimizes impact on the environment and the public, and that appropriate mitigation be put in place to protect such interests, and
- K. WHEREAS, based on the information currently made available to the Town, the Parties agree that this Agreement establishes obligations and commitments that, when implemented, will sufficiently address the Town's concerns (including but not limited to those regarding environmental risks to Nantucket Sound, the Town's public drinking water supplies, and minimization of the Second Project's impact on the environment and the public), and that the Town, by and through its Town Manager, therefore agrees to support the Second Project in furtherance of the mutual interests of the Parties with respect to these concerns and consistent with the terms of this Agreement,

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

5. NANTUCKET SOUND CABLE

PCW acknowledges that there are three material inducements to the Town of Barnstable to enter into this Agreement. The first inducement is an absolute, unconditional assurance from PCW that PCW will not voluntarily permit any entity that generates energy from a location within Nantucket Sound to connect to the PCW Transmission Lines, unless ordered to do so by a governmental authority with legal jurisdiction to order such a connection or utilization, and where either a) no stay of such order is granted pending appeal or b) if such stay is granted, a final order of a court of competent jurisdiction affirms the underlying order after appeal. Therefore, PCW expressly represents that it will not voluntarily permit any such connection or utilization to occur. The second inducement is the need to protect the Town's public water supply from any hazardous releases at the proposed PCW Substation(s). The third inducement is the payments to the Town by PCW, as more particularly described in Section 9 herein, which the Town may use for any purpose.

For the purposes of this Agreement, "Nantucket Sound" shall be defined as the area outlined in red on the NOAA Chart attached hereto as Exhibit A.

6. TRANSMISSION LINES AND DUCT BANKS

a. ROUTE SELECTION

The Town agrees to support the final landfall and route(s) proposed by PCW for the PCW Transmission Lines, including minor modifications to identified routes, and any Article 97 votes required from Town Council. PCW has not selected a final landfall and route for the PCW Transmission Lines, although the Town and PCW express a mutual preference for, and interest in prioritizing, landfall and route(s) involving Craigville Beach with electrical infrastructure at 8 Shootflying Hill Road and terminating at the West Barnstable Substation. The routes under consideration by the EFSB are the Preferred Route (and variants thereto) and the Noticed Alternative (and variants thereto), as described in PCW's petition to the Siting Board dated May 26, 2020 (Docket No. 20-01) which, for the purposes of this Agreement only, are shown in the map appended hereto as Exhibit B. If PCW is unable to utilize the Craigville Beach landfall for the PCW Transmission Lines, or if new information should arise that causes PCW to determine that Covell's Beach is a preferable landfall location for the PCW Transmission Lines for any reason, the Town will support landfall at Covell's Beach for the PCW Transmission Lines as shown more particularly as "Variant 1" for the preferred route or the noticed alternative route shown on Exhibit B. For the avoidance of doubt, in the event PCW commences physical construction of the PCW Transmission Lines utilizing the Craigville Beach landfall location, PCW agrees that PCW shall not subsequently utilize the landfall location at Covell's Beach unless and until the Parties specifically agree to allow such use through an amendment to this Agreement or a new agreement.

The Town agrees to otherwise cooperate fully and completely with PCW as reasonably requested to effectuate the purposes of this Agreement and fulfil its commitments in this Agreement, all in accordance with Section 8(c).

b. EASEMENTS AND GRANTS OF LOCATION

Contingent upon the approval of the Town Council and consistent with Sections 8(b) and 8(d), the Town agrees to grant to PCW, and PCW agrees to accept as its sole means of upland access in Town public ways and Town property, the following:

- i. As to public ways within the Town, easements (or, upon mutual agreement between PCW and the Town, grants of location) in, through, under and across said public ways (or properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town) along the considered route(s) sufficient for purposes of constructing, installing, inspecting, repairing, replacing, operating, maintaining, and from time to time relocating, the PCW Transmission Lines.
- ii. As to Town property that is not a public way, including but not limited to Covell's Beach and Craigville Beach, easements in, through, under and across said Town property along the considered route(s) sufficient for purposes of constructing, installing, inspecting, repairing, replacing, operating, maintaining, and from time to time relocating, the PCW Transmission Lines.

All easements granted under this Section shall be in form and substance reasonably acceptable to both PCW and the Town of Barnstable and shall be promptly recorded in the Barnstable County Registry of Deeds by the Town at PCW's expense. No easement or grant of location granted under this Section shall be revoked without written agreement by both the Town and PCW, except that any easement shall: (i) expire upon the expiration of Bureau of Ocean Energy Management (BOEM) lease(s) for the geographic area that on September 21, 2021 was known as BOEM lease area OCS-A-534, including any subsequent renumbering and including any existing or future extensions or renewals of the same; (ii) be for the purpose of installing, constructing, operating, maintaining, repairing and replacing, from time to time, the PCW Transmission Lines that would not transmit energy generated from facilities located within Nantucket Sound, (iii) not be utilized by PCW to serve facilities that generate energy from within Nantucket Sound, and (iv) otherwise be in form and substance reasonably acceptable to both PCW and the Town of Barnstable.

Notwithstanding any other language in Agreement, the Town may, in its sole discretion, reserve surface rights in the easements at Covell's Beach and Craigville Beach and both subsurface and surface rights in all other easements consistent with PCW's intended use. Additionally, each easement (other than easements granted prior to the effective date of this Agreement) shall contain the following language:

This easement is for the exclusive use of Park City Wind, LLC, its heirs, successors, and assigns ("PCW"). In accordance with a Host Community Agreement dated _____ to be recorded herewith, this easement shall be used solely for the purposes of the installation, construction, operation, maintenance, repair, and replacement, from time to time, of both transmission lines and duct bank capacity intended for the transmission of power generated within the geographic area that on September 21, 2021 was known as BOEM lease area number OCS-A-534 and located in federal waters approximately 14 miles south of Martha's Vineyard to the regional electric grid, whether connecting at or in the vicinity of Oak Street, Barnstable or another electrical substation. Upon completion of construction of said transmission lines and duct bank capacity, PCW shall

record with the Registry a survey specifying the final easement area as constituting that area comprised by the subsurface high voltage electric power transmission lines, associated subsurface appurtenances, and surface appurtenances for access, all as-built, and Town shall execute such instrument(s) as may be reasonably necessary to allow Grantee to record said survey. As a condition precedent to the validity of a transfer of any interest in the easement to a third party, any heir, successor, or assign to this easement shall accept in writing delivered to the Town before transfer the rights of this easement subject to all conditions upon which this easement is granted, including the conditions of the Host Community Agreement recorded herewith. Without limiting or expanding the foregoing and solely for the avoidance of all doubt, this easement does not authorize any use by any entity that generates energy from a location within Nantucket Sound. The grant of this easement is not and shall not be construed as a consent of the Town to an eminent domain taking of the easement lands pursuant to G.L. c. 164, section 72 or any other statute or regulation of similar import now or hereafter enacted.

Notwithstanding any other provision in this Agreement to the contrary, PCW expressly acknowledges and agrees that any easement or grant of location are not and shall not be construed or treated as a consent of the Town to an eminent domain taking of the same pursuant to G.L. c. 164, § 72 or any other statute or regulation of similar import.

c. DUCT BANKS

To minimize the construction impact on the Town, the scope of all easements and grants of location shall authorize PCW to install, construct, operate, maintain, repair, and replace, from time to time, both i) PCW Transmission Lines and duct bank capacity for the Second Project and ii) upon provision by the Town in writing of approval, which shall not unreasonably be withheld, additional duct bank capacity sufficient to accommodate additional Transmission Lines in the event PCW or its affiliate develops additional offshore wind turbines. For the express avoidance of doubt, nothing in this Agreement shall be construed to authorize the installation of Transmission Lines themselves for any project other than the Second Project without either an amendment to this Agreement or a new agreement between the Parties. All easements and grants of location shall be granted under the express condition that no energy transmitted through said duct banks or Transmission Lines shall be generated from facilities within Nantucket Sound, and that no use of said additional duct bank by PCW to transmit energy shall be authorized unless and until the Parties agree to an amendment to this Agreement or a new agreement. The Town will support currently noticed variants.

Notwithstanding any other provision in this Agreement to the contrary, PCW expressly acknowledges and agrees that any easement or grant of location are not and shall not be construed or treated as a consent of the Town to an eminent domain taking of the same pursuant to G.L. c. 164, § 72 or any other statute or regulation of similar import.

d. EASEMENT FOR SUBSEQUENT DUCT BANK USE

With respect to the use by PCW or its successor or assign of any easement for assets intended to support any subsequent PCW project (the "Subsequent Use Portion"), the Parties agree that authorization for any such subsequent project to utilize the Subsequent Use Portion shall require either an amendment to this Agreement or a new agreement.

PCW shall have exclusive rights to utilize or license the Subsequent Use Portion prior to the third anniversary of the commencement of construction of the Subsequent Use Portion, acknowledging that authorization for any such subsequent project to utilize the Subsequent Use Portion shall require either an amendment to this Agreement or a new agreement. PCW will notify the Town in writing of the intent to commence construction at least two weeks in advance of such date, and again when construction commences. The Town will confirm in writing delivered the date that construction started.

Until the fifth anniversary of commencement of construction, if PCW desires to negotiate with the Town to authorize the Subsequent Use Portion for another PCW project, it shall notify the Town in writing of its intent to enter into such negotiations. Upon delivery of such written notice, both parties shall suspend on a one-time basis any marketing efforts and/or negotiations with third parties to license those rights. Thereafter, the Parties shall diligently pursue such negotiations with one another. However, if such negotiations have not produced an executed contract between them within 120 days of PCW's notice of intent to negotiate (or such further time as the Parties may extend such period in writing), then either party may again market such rights to third parties.

After the third and until the fifth anniversary of the commencement of construction, if an offer to utilize the Subsequent Use Portion is submitted by a third party and accepted by either Party within this period, PCW shall have the right of first refusal (to be exercised within 90 days of such acceptance) to retain its opportunity to utilize the Subsequent Use Portion on the terms proposed by the third party in which case PCW shall pay the Town one-half of the value of all benefits and compensation proposed by such third party, less the depreciated value of PCW's costs to construct the Subsequent Use Portion as documented by PCW and accepted by the town in writing at the completion of construction. If PCW does not exercise its right of first refusal, PCW and the Town shall cooperate in licensing the use of the Subsequent Use Portion to the third party and the Town and PCW shall share equally all proceeds of such license after having first deducted PCW's cost of construction of such facilities.

After the fifth anniversary of the commencement of construction, either party may market the opportunity to utilize the Subsequent Use Portion to third parties. If PCW successfully secures a purchaser or lessee for such rights, PCW shall recover the depreciated costs of constructing the Subsequent Use Portion, and the Town and PCW shall thereafter share equally in all proceeds of such license. If the Town secures a buyer or lessee for such rights, the Town may retain all proceeds of such transaction, less PCW's depreciated costs for construction of the Subsequent Use Portion.

Notwithstanding anything to the contrary expressed or implied herein, any use of the Subsequent Use Portion by either PCW or a third party shall require either an Amendment to this Agreement, or a new agreement, and the Town may, in its sole discretion, refrain from entering such Amendment or new agreement for any reason, or no reason, without being deemed in breach of any other part of this Agreement.

e. PERMITTING OBLIGATIONS

As to any PCW construction activities on, over, or under Town-owned property or municipal roadways, PCW agrees to procure all required permits and approvals, and to coordinate construction

schedules and construction plans with the requisite Town departments in accordance with existing Town policies, practices, and procedures.

7. ELECTRICAL SUBSTATION

a. RISK TO GROUNDWATER AND PUBLIC WATER AND PUBLIC HEALTH, SAFETY, AND WELFARE

PCW acknowledges that its electrical substation will house yet-to-be-identified electrical equipment, some of which is expected to be cooled by so-called dielectric fluids. PCW agrees that neither the offshore nor the onshore electric cable system will contain any fluids. Such dielectric fluids, if not properly managed, could pose a risk to groundwater and public water supplies. The Parties agree that a release of dielectric fluids and other hazardous materials from PCW's electric substations must be avoided. "Hazardous Materials" are defined as any chemical or combination of chemicals which, in any form, is listed by trade name, chemical name, formula, or otherwise as a product regulated under environmental law as a hazard to public drinking water supplies if concentrations beyond a certain level are achieved therein. Hazardous Materials shall also include any product regulated by the United States Environmental Protection Agency, the Massachusetts Department of Environmental Protection, or by any other state or federal government agency having jurisdiction over public water supplies, to the extent one or more of those agencies issues or has issued a directive to public water suppliers to control or remediate such product. Nothing in this paragraph shall be construed to limit the applicability of Section 23(g) of this Agreement.

b. SUBSTATION CONTAINMENT

The Parties agree that containment for the proposed substation shall be constructed consistent with the excerpted provisions of PCW's Final Environmental Impact Report attached to this Agreement as Exhibit C, and in substantially similar form to the preliminary substation layout plan attached to this Agreement as Exhibit D, resulting in the same or better protection to groundwater as is shown on said Exhibit D. PCW agrees to provide the Town a copy of the final substation drawings for civil construction and containment prior to commencement of construction of the proposed substation, to provide the Town with substantive amendments (if any) to those final substation drawings for civil construction and containment necessitated by circumstances arising after commencement of construction, and to provide the Town a certified copy of the final as-built substation drawings for civil construction and containment upon completion of construction. If PCW does not acquire the 1.1 acre property at 6 Shootflying Hill Road, PCW will consult with the Town and develop a modified Exhibit C and D, if needed, that would provide the same or better protection to groundwater as is shown on said Exhibit D.

The Parties have reached a Memorandum of Understanding with respect to engineering design protocols that will be employed for this project. It is attached hereto and incorporated herein as Exhibit E and shall be fully adhered to unless subsequently modified in writing by the Parties,

8. TOWN SUPPORT

a. ZONING AND OTHER REGULATORY APPROVALS

PCW will seek individual and comprehensive zoning exemptions pursuant to G.L. c. 40A, §3 for the PCW Transmission Lines and PCW Substations from the Massachusetts Department of Public Utilities.

The Town agrees to publicly support the issuance of such exemptions. Furthermore, if PCW seeks zoning relief from the Town for PCW Substations and/or PCW Transmission Lines, the Town agrees to support such relief before applicable Town boards and departments having jurisdiction over the same including, without limitation, the Zoning Board of Appeals, the Planning Board and the Building Department.

To the extent that approvals of other Town boards and departments are required, including without limitation the Conservation Commission, the Town will similarly support PCW's requests for relief before those boards.

b. ARTICLE 97

Portions of the proposed route(s) for the Second Project are located on land that is or may be subject to Article 97 of the Amendments to the Massachusetts Constitution, including Covell's Beach and Craigville Beach. Subject to a 2/3 vote by the Town Council, the Town Manager shall submit to the Massachusetts General Court Article 97 legislation approving the grant of easements and other rights through such land for PCW Transmission Lines, and will support PCW's requests to Town boards and departments having jurisdiction over the same including, without limitation, the Conservation Commission, to approve the grant of such easements and other rights through such land for PCW Transmission Lines in accordance with Section 6. In the event approval pursuant to Article 97 is determined to be necessary but cannot be obtained, the Town and PCW agree to consult in good faith to identify and consider alternative solutions.

c. COOPERATION

The Town agrees to publicly support the Second Project in its permitting, construction, operation, and maintenance, and will provide at no material cost to the Town such assistance as may be reasonably requested to facilitate the timely development of the Second Project. Such assistance may include but is not limited to (i) facilitating permitting at state, regional and local levels; (ii) providing information and guidance to facilitate efficient planning and construction process and to minimize disruption to the Town and its residents; (iii) working cooperatively with PCW on construction scheduling, including granting licenses where necessary to facilitate construction access, and (iv) considering promptly and in good faith all requests from PCW, in addition to those identified in Section 8(d), for a) additional easements with respect to Town property identified by PCW as necessary to the Second Project and lying on one or more of the proposed PCW Second Project routes, or other such Town Property as mutually agreed by the Parties, and b) sufficient authorizations acceptable to PCW pursuant to Section 8(b) with respect to any easement granted.

The Town agrees to grant easements (or, in the event the Town Council declines to authorize such easements, and upon PCW's request, grants of location) in all Town public ways (or properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town), identified by PCW as necessary to the Second Project and as filed with and awaiting approval of the EFSB.

As to properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town, PCW shall defend, indemnify, and hold harmless the Town with respect to any challenge to the Town's authority to grant such grant of location or easement, and the Town agrees to cooperate to the extent required for PCW to defend.

The Town and PCW agree that PCW shall be responsible for taking all reasonable steps in designing and constructing the Transmission Lines to minimize the adverse impact of the installation of the Transmission Lines on existing Town-owned water and sewer infrastructure within roadways. Where the Town determines based on reasonable engineering best practices, that installation of the Transmission Lines will adversely impact existing Town-owned water and sewer infrastructure within roadways, PCW agrees to relocate or otherwise safeguard such impacted infrastructure at PCW's own expense. Nothing in this paragraph is intended to impair the rights of any third party owning water, sewer, gas, electric, or telecommunications infrastructure to pursue any relief against PCW to which they believe they are entitled by statute or at law. PCW also agrees to designate an ombudsperson who shall serve as the point of contact for any abutting property owner to the Second Project roadway right-of-way, with respect to any complaint involving damage to the abutting owner's property that may have been caused by Second Project construction. PCW agrees that the ombudsperson shall provide an initial response to any such abutting property owner within two business days. In the event PCW causes damage to private property of the abutting property owner located within the right-of-way easement, or causes the need to relocate private property of the abutting owner located within the right-of-way easement, PCW shall work with the abutting owner to repair or replace in-kind such property. PCW further agrees to coordinate with the Town, to the extent feasible, with respect to coordinating sequencing of the installation of the Transmission Lines with the Town's proposed sewer installation project, based upon the best available information about the sewer project known at the time of design of the Transmission Lines.

The Town and PCW agree that nothing in this Agreement shall preclude the Parties from entering a separate agreement pertaining to mutual coordination and cooperation with respect to the installation of the PCW Transmission Lines and the installation sewers by or for the benefit of the Town, and any matters related thereto.

d. EFFECTIVE DATE; TOWN COUNCIL APPROVALS

The effective date of this Agreement shall be the date on which the last of the respective Parties executes this Agreement.

PCW and the Town agree that to effectuate the Second Project, the following Town Council votes are likely or may be required. Acknowledging the discretion accorded to the Town Council legislative process, the Town agrees that through a duly-authorized representative, the Town shall petition the Town Council promptly upon request by PCW to place on the Town Council agenda for discussion and vote any approval or authorization that may be required, including but not limited to:

- 1) Vote authorizing Town Manager to execute this Host Community Agreement with PCW
- 2) Vote authorizing the petition to the Legislature for Article 97 approval for landfall locations as provided herein
- 3) Vote authorizing the Town Manager to negotiate and execute easements or grants-of-location for installation of Transmission Lines on property in which the Town holds rights, primarily within public ways

- 4) Vote assenting to the recording of various municipal approvals with the Barnstable County Registry of Deeds and/or Barnstable Division of the Land Court, including but not limited to Chapter 91 licenses, Orders of Condition, and Superseding Orders of Condition
- 5) Vote petitioning Barnstable County to abandon certain sections of public way and vest those said public ways in the legal control of the Town (if necessary)

The Parties acknowledge that other issues may arise that require Town Council approval other than those listed above, and PCW or the Town Manager may request additional votes from the Town Council if required.

9. FINANCIAL AGREEMENTS

a. TAXES

PCW will pay taxes based on the “fair cash valuation” of its real and personal property in the Town in accordance with G.L. c. 59, § 38. This Agreement does not waive any right of either Party pursuant any state or local taxation statute or regulation, including with respect to the valuation, assessment, or abatement of taxes.

In the event the real or personal property owned by PCW in the Town is no longer subject to taxation under G.L. c. 59, PCW shall make an annual contractual payment to the Town (the “contract payment”). Starting with the first full fiscal year in which said property became no longer subject to taxation, said contractual payment shall be calculated for each fiscal year by multiplying 1) the Town’s then-current tax rate for personal property (if personal property) or the Town’s then-current tax rate “Class Four, industrial” property consistent with G.L. c. 59, § 2A (if real property), by 2) the Town’s reasonable valuation of said property as of January 1 of calendar year immediately preceding said fiscal year using the discounted cash flow valuation methodology. PCW shall pay such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town. Provided that with respect to real property PCW has timely paid such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town, or that with respect to personal property PCW has timely paid one-half of such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town, PCW may invoke the process established in Section 18 to appeal the valuation calculation. With respect to any dispute that is resolved pursuant to said Section 18, each Party shall bear its own fees and costs. If the amount of the contractual amount paid exceeds the amount determined to be proper after the conclusion of the Section 18 process, PCW shall be entitled to statutory interest on said difference in the amount established by, and calculated pursuant to, G.L. c. 59, § 69.

b. HOST COMMUNITY AGREEMENT PAYMENTS

In addition to taxes paid annually pursuant to subsection 9(a), if the Second Project is connected to a substation located in the Town of Barnstable and so long as the Town remains in compliance with Section 8(c) of this Agreement, PCW shall provide the Town annual “HCA Payments” with respect to that Second Project. For the purposes of this subsection, the Parties define “Start Date” to mean one year from the commencement by PCW of initial physical construction within the Town. For the purposes of this subsection, “Town taxes” shall not include any fire district taxes owed by PCW and collected by the Town

Assessor pursuant to G.L. c. 48, § 73.

i. HCA Payment.

1. Craigville Beach Route. Should PCW receive all required federal, state, and local approvals and permits for the Second Project and if for the Second Project the Town has granted a landfall easement in Craigville Beach (or, if Craigville Beach is not preferable to PCW, as to Covell's Beach or an alternative acceptable to PCW), and has granted PCW all rights requested by PCW pursuant to Section 6, PCW shall provide a HCA Payment in the aggregate amount of \$16 million, paid by PCW in annual installments and calculated pursuant to this subparagraph.
2. The first annual installment of the HCA Payment shall be due within thirty (30) days of the Start Date of the Second Project, in the amount of \$640,000. PCW shall confirm the commencement of construction in writing within 60 days following commencement of such work. Subsequent annual HCA Payment installments shall be due on the anniversary of the Start Date. Once PCW has made \$16 million in total aggregate annual HCA Payment payments, PCW's obligation to make further annual HCA Payment payments shall cease.
3. Each annual HCA Payment installment other than the first such installment shall be calculated by subtracting from the figure \$1,534,000 the amount paid by PCW in Town taxes on Second Project assets in the Town fiscal year immediately preceding the Town fiscal year in which the annual HCA Payment installment due date falls, provided that once \$16 million has been paid, no further HCA Payment shall be due. If the amount of taxes paid in any given year exceeds \$1,534,000, there will be no HCA Payment installment made or credited that year and the HCA Payment balance will remain as before.
 - a. In the event that the calculated annual HCA Payment installment for a given year would, when added to the total aggregate of all annual HCA Payment payments made to that date, exceed \$16 million, PCW shall be responsible only for the portion of that given year's annual HCA Payment installment that constitutes the difference between \$16 million and the total aggregate of all annual HCA Payment payments made to that date, resulting in the aggregate of all HCA Payment payments being \$16 million.
 - b. In the event that, on the twenty-fifth anniversary of the Start Date of the Second Project, the total aggregate HCA Payment made by PCW is less than \$16 million, PCW shall on that date pay the difference between \$16 million and the total aggregate HCA Payment made to that date, resulting in the aggregate of all HCA Payment payments being \$16 million.
 - c. Commencing on the twenty-sixth anniversary of the Start Date of the Second Project, and on each anniversary thereafter, so long as the

BOEM lease OCS-A-534 remains valid (including any existing or future extensions or renewals of the same regardless of subsequent renumbering) unless PCW otherwise ceases operation of the Second Project, PCW shall on that date pay a sum equivalent to \$60,000 in 2022 dollars, as adjusted based on the annual average of the U.S. Bureau of Labor Statistics (BLS) Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, 1982-1984=100 reference base, and shall be made annually on the anniversary date of this Agreement, with subsequent annual payments increasing two and one half percent over the prior year's payment.

4. Non-Craigville Beach Route. If Town Council does *not* grant all easements and authorizations requested by PCW pursuant to Section 8(d) as to Craigville Beach for the Second Project (or, if Craigville Beach is not preferable to PCW, Covell's Beach or an alternative acceptable to PCW and the Town), or has not granted PCW all rights requested by PCW pursuant to Section 6, the HCA Payment shall be in the aggregate amount of \$6 million, paid by PCW in annual installments and calculated pursuant to this subparagraph.

The first annual installment of the HCA Payment shall be due within thirty (30) days of the Start Date of the Second Project, in the amount of \$640,000. Subsequent annual HCA Payment installments shall be due on the anniversary of the Start Date. Once PCW has made \$6 million in total aggregate annual HCA Payment payments, PCW's obligation to make further annual HCA Payment payments shall cease.

Each annual HCA Payment installment other than the first such installment shall be calculated by subtracting from the figure \$1,534,000 the amount paid by PCW in Town taxes on Second Project assets in the Town fiscal year immediately preceding the Town fiscal year in which the annual HCA Payment installment due date falls, provided that the once \$6 million has been paid, no further HCA Payment shall be due. If the amount of taxes paid in any given year exceeds \$1,534,000, there will be no HCA Payment installment made or credited that year and the HCA Payment balance will remain as before.

- a. In the event that the calculated annual HCA Payment installment for a given year would, when added to the total aggregate of all annual HCA Payment payments made to that date, exceed \$6 million, PCW shall be responsible only for the portion of that given year's annual HCA Payment installment that constitutes the difference between \$6 million and the total aggregate of all annual HCA Payment payments made to that date, resulting in the aggregate of all HCA Payment payments being \$6 million.
- b. In the event that, on the twenty-fifth anniversary of the Start Date of the Second Project, the total aggregate HCA Payment made by PCW is less than \$6 million, PCW shall on that date pay the difference between \$6

million and the total aggregate HCA Payment made to that date, resulting in the aggregate of all HCA Payment payments being \$6 million.

- c. Commencing on the twenty-sixth anniversary of the Start Date of the Second Project, and on each anniversary thereafter, so long as the BOEM lease OCS-A-534 remains valid (including any existing or future extensions or renewals of the same regardless of subsequent renumbering) unless PCW otherwise ceases operation of the Second Project, PCW shall on that date pay a sum equivalent to \$60,000 in 2022 dollars, as adjusted based on the annual average of the U.S. Bureau of Labor Statistics (BLS) Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, 1982-1984=100 reference base, and shall be made annually on the anniversary date of this Agreement, with subsequent annual payments increasing two and one half percent over the prior year's payment.

c. FEES

Nothing in this Agreement waives the obligation of PCW to pay any otherwise-applicable permit fee or license fee payable to the Town pursuant to either state or local law or regulation.

d. SPECIAL MITIGATION

With respect to the Second Project, PCW states its intent to commence construction at the landfall location beach no sooner than September 15, and no later than December 15, of any given year, with the further intent and expectation of completing said construction no later than April 30 of the following year. Starting no later than April 1, and at least every two weeks thereafter, PCW will provide status reports to the Town as to the progress of construction and any anticipated requirement for construction beyond April 30, to enable the Town and PCW to identify mutually acceptable alternate actions to provide for resident access to the landfall location beach after the first Friday in May. If construction in the landfall location beach parking lot in any given year is not anticipated to be completed before May 15, PCW agrees to make temporary repairs at the expense of PCW to any physical disturbances to the parking lot caused by PCW, so as to return any disturbed portions of said lot to their condition at the time, or to confer promptly with the Town to identify mutually acceptable alternate actions to provide for resident access to the landfall location beach proper after said date. PCW agrees that if a resumption of construction is required in the next subsequent construction season, that all construction shall be concluded on or before April 30 of that construction season unless further authorized by the Town. Further, PCW agrees to limit any staging on the landfall location beach parking lot to equipment and materials required for construction within the landfall location beach easement and the seaward portion thereof, with all other staging required for the Second Project to occur at another location, unless mutually agreed otherwise with the Town. And further, should landfall be made at Craigville Beach, PCW agrees, upon completion of all PCW construction at Craigville Beach, to fully repave to the Town's satisfaction the western half of the parking lot at Craigville Beach (the eastern portion having been recently repaved, and which will not be disturbed by PCW), unless otherwise agreed by the Town. VW will make all reasonable efforts to perform scheduled planned maintenance activities with respect to facilities within the landfall location beach and its parking lot between September 15 and May 15. All maintenance

activities within the landfall beach location and its parking lot (except in emergency circumstances) shall be coordinated with the Barnstable Department of Public Works.

If PCW selects a Second Project route in which cable landfall is made on property owned by the Town, and if PCW commences construction within the Town on said route, PCW will provide the Town \$100,000 for the purpose of making improvements to public facilities on the route selected by PCW for cable installation or to an area within reasonable proximity of the cable route. Notwithstanding the foregoing, however, if PCW is required under either state or local law to compensate the Town for any right, interest, or approval required to authorize PCW to utilize said landing (“the Compensation Payment”), the Town will credit PCW on a dollar-for-dollar basis a maximum of \$100,000 against the Compensation Payment.

10. THE ENVIRONMENTAL JUSTICE COMMUNITY

To the extent the Second Project triggers the Commonwealth’s Environmental Justice Policy of EOEEA, PCW agrees to adhere to said policy.

11. ROADWAYS AND PUBLIC LANDS

PCW has not received a final route assignment from the EFSB for the PCW Transmission Lines and therefore site-specific conditions cannot be identified at this time. PCW and the Town will review such plans when available and the Town agrees that its approval of these plans shall not be unreasonably withheld.

Notwithstanding the above, the Parties agree that all work will conform to MassDOT and Town specifications for new road construction. PCW agrees to full-width surface restoration of impacted roadways (other than non-impacted lanes of divided roadways) or a mutually acceptable alternative consistent with then-existing Town policies and procedures with respect to historic roadway and streetscape restoration.

12. MAGNETIC FIELDS

PCW has declared in its filings before the Energy Facilities Siting Board that it has engineered the Second Project’s proposed electric transmission cables to comply fully with generally accepted state, federal, and international standards on magnetic fields. For the avoidance of doubt, PCW confirms that it will adhere with all decisions and orders of the EFSB with respect to the Second Project pertaining to magnetic fields, including the monitoring thereof. To the extent the Second Project is governed by applicable state or federal laws and government regulations with respect to magnetic fields, PCW shall comply with said laws and government regulations. Nothing in this paragraph shall be construed to limit the applicability of Section 23(g) of this Agreement.

13. [RESERVED]

14. OTHER TOWN AGENCIES

PCW acknowledges and agrees that to the extent that it is required to appear before and obtain permitting from the Barnstable Conservation Commission, Barnstable Site Plan Review, Barnstable Board

of Health, or Barnstable Department of Public Works, it agrees to provide full and complete information required by any Barnstable boards pursuant to applicable statute or regulation in support of its application(s). The Town acknowledges that PCW must reserve its right to seek a Comprehensive Permit from the Siting Board with respect to the subject matter of each such permit or permission; to the maximum extent feasible, however, PCW agrees to solicit full adoption of the Town's permit conditions into the Siting Board decision.

15. CONTINUING REVIEW AND PROMPT DISCLOSURE

The parties agree to meet at least annually during the month of September starting in 2022, and more often if necessary, to review in good faith the parameters of the Second Project, their equipment, their effect on the environment, and any other matters of material importance to their performance.

Each Party agrees to promptly provide copies of all required public filings, and public correspondence with public agencies, to the other Party promptly upon request. Each Party further agrees to notify the other of any facts, circumstances, information, or developments that a reasonable observer would deem material to the Town's or PCW's interests, including, without limitation, environmental considerations.

16. NON-OBJECTION; DEFAULT; INJUNCTIVE RELIEF FOR BREACH OF CONDITIONS

The Town would consider, and PCW agrees not to contest, that a connection to the PCW Transmission Lines by any entity that generates energy from a location within Nantucket Sound would both overburden the easements and grants of location contemplated by this Agreement and to be a clear and immediate threat of "damage to the environment" of Nantucket Sound as well as that of Barnstable, Dukes, Nantucket, and Bristol Counties, as that term is used in G.L. c. 214, §7A. PCW further agrees that it would not contest an allegation that the occurrence of such an event would irreparably harm the Town's stated interests and that there is no adequate remedy at law that could compensate the Town for such a breach.

Therefore, PCW agrees that it would not object to the Town seeking standing to pursue any appropriate relief against any entity that generates energy from a location within Nantucket Sound before any agencies or Courts of competent jurisdiction, including a G.L. c. 214, §7A claim. PCW also agrees that it would not object to the Town seeking Temporary, Preliminary, and Permanent Injunctive Relief, as well as Declaratory Relief, ordering the termination of the connection to PCW's Transmission Lines by any entity that generates energy from a location within Nantucket Sound. PCW further would not object to the Town seeking such further relief as any such agency or Court may determine to be appropriate in the circumstances.

With respect to all other obligations identified in this Agreement, any Party that fails to satisfy any obligation under this Agreement in a timely manner may be declared to be in default by the other Party upon receipt of written notice stating the basis for the same. The defaulting Performing Party shall have 90 days from receipt of the Notice of default to cure the default unless such time is further extended by agreement with the other Party.

Given the importance of the Second Project to the region's renewable energy supply, in the event of a default by PCW under this Agreement, the Town's remedies shall be limited to injunctive and declaratory relief and/or monetary damages; in no event shall the Town have the right to terminate this

Agreement due to a default by PCW. In the event PCW declares bankruptcy, all HCA payments due and not already paid by PCW as of the date of said declaration shall, at the Town's election, be accelerated. The amount of each annual outstanding accelerated HCA payment shall be calculated pursuant to the formula established in Section 9, utilizing the taxes (or contract payments, in the event the property is deemed nontaxable) paid in the fiscal year ended immediately prior to said date of declaration of bankruptcy.

17. INCORPORATION OF CONDITIONS

PCW agrees to support any motion or request made by the Town to the Siting Board to incorporate the conditions contained in this Agreement as conditions of any Final Order of the Siting Board in the proceeding. PCW further agrees not to object to efforts by the Town to encourage the federal and state agencies with jurisdiction over the Second Project to endorse or adopt this Agreement as part of any approvals that PCW is required to obtain from said agencies.

18. DISPUTE RESOLUTION

- a. Generally: The Parties agree to use reasonable efforts to resolve any dispute arising under this Agreement informally.
- b. Mediation: In the event the Parties cannot resolve a dispute arising under this Agreement informally, any Party to the dispute may request mediation upon Notice to the other Party. The Notice shall identify the Parties to the dispute, the nature of the dispute, and a proposed mediator(s).
 - i. Within 30 days of the Notice of the request for mediation, the Parties to the dispute shall agree upon a mediator and enter into a mediation agreement with the mediator. If the Parties to the dispute cannot agree upon a mediator and mediation agreement within that time, they shall be deemed to have selected the Real Estate Bar Association, Boston, MA ("REBA") mediation services which shall appoint a qualified mediator to hear the dispute.
 - ii. The Parties to the mediation agreement shall engage in and conclude the mediation within 90 days of Notice of the request for mediation unless they agree to extend that time.
 - iii. If mediation is unsuccessful, the Parties to the dispute shall be free to exercise any rights or remedies they may have pursuant to this Agreement or otherwise.
- c. Exception: In the event of exigent circumstances, either Party may pursue judicial relief regarding events of default without first resorting to mediation.

19. VENUE AND JURISDICTION

Unless the Parties otherwise agree in writing, all actions within the Courts of the Commonwealth shall be filed in the Superior Court for Barnstable County.

Unless the Parties otherwise agree in writing, any Federal actions shall be filed in the United States District Court for the District of Massachusetts.

20. INDEPENDENT MASSACHUSETTS CONTRACT

This Agreement shall be governed by and construed as a Massachusetts contract in accordance with its laws, exclusive of the conflicts of law rules of the Commonwealth. It shall have independent legal significance and, in the event of a conflict with the terms of any administrative order, or otherwise, the terms of this Agreement shall prevail.

If any portion of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to remain in full force and effect, except as necessary to accommodate such finding of invalidity in order that both parties shall be provided with the benefits and burden with the obligations set forth herein.

21. NOTICE

All notices or correspondence with the Town shall be addressed to:

Town Manager
Town of Barnstable
367 Main Street
Hyannis, MA 02601

With a copy to:

Town Attorney
Town of Barnstable
367 Main Street
Hyannis, MA 02601

All notices or correspondence with PCW shall be addressed to:

Park City Wind, LLC
700 Pleasant Street, Suite 510
New Bedford, MA 02740
Attn: Jennifer Simon-Lento, General Counsel

With a copy to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Adam Kahn and Tad Heuer, Esq.

Notice shall be considered delivered if sent via U.S. Postal Service or a commercial delivery service such as FedEx or UPS if, in each instance, a tracking protocol is utilized to record date, time, and place of delivery. Notice shall be effective upon the day following such delivery.

The addresses above shall be utilized unless and until a Party desiring to change such address notifies the other of such change in the manner described above.

22. RELATIONSHIP OF THE PARTIES

a. INDEPENDENT ADVICE

No Party, representative or counsel for any Party, has acted as counsel for any other Party with respect to such Party entering into this Agreement, except as expressly engaged by such Party with respect to this Agreement, and each Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Party shall act or be deemed to act as legal counsel or a representative of the other Party unless expressly retained by such Party for such purpose, and, except for such express retention, no attorney/client relationship is intended to be created between the Parties.

b. NO PARTNERSHIP

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Parties.

23. GENERAL TERMS AND CONDITIONS

a. MODIFICATION

No provision of this Agreement may be modified except by a subsequent writing signed by all of the Parties.

b. AFFILIATES, SUCCESSORS, AND ASSIGNS

This Agreement is binding upon and shall inure to the benefit of each of the Parties as well as their respective affiliates, successors, and assigns.

c. INDEMNIFICATION

PCW acknowledges that the Town, through no fault of its own, may become a party to litigation or may be threatened with litigation relating to or stemming from the Second Project. PCW agrees to defend, indemnify, and hold the Town harmless from any cause of action asserted against the Town, its agents, servants, employees, or contractors resulting from or related to the Second Project, other than those caused by the Town's negligence (provided, however, that this provision shall not excuse PCW for liability to the Town in proportion to any comparative negligence), willful misconduct, or by breach of this Agreement. Such indemnification shall include, without limitation, the costs of investigation, negotiation, or settlement of such claims whether or not such a claim has been placed in litigation. Notwithstanding

anything to the contrary contained in this Agreement, in no event shall either Party be liable to the other Party for damages on account of lost profits or opportunities or business interruption.

d. RESPONSE COSTS

PCW asserts that the Second Project is not expected to require any material increase in use of emergency response resources by the Town. However, PCW will within 30 days upon presentation reimburse the Town for all reasonable costs incurred by the Town in responding to any and all emergency response actions originating at or from the Second Project site, if deemed by the Town in the public interest to do so, and whether or not mandated or invited to do so by any local, regional, state or federal agency. These response actions include, but are not limited to, emergency medical response, fire-fighting response, hazardous material release, vessel collisions, and aircraft emergencies. In addition, PCW will, upon reasonable prior notice of anticipated expenses of the Town and its fire districts for training for, equipping for, and preparing for emergency response actions originating exclusively at or from the Second Project site, and upon preapproval by PCW of the same (which shall not be unreasonably withheld), reimburse the Town within 30 days upon presentation for all such reasonable expenses incurred.

e. INSURANCE

PCW agrees to provide policies of commercial liability insurance from Insurance Companies domiciled in the United States, acceptable to the Town of Barnstable, naming the Town of Barnstable individually and/or as an additionally-named insured for such coverage and in such amounts as the Town and its insurance advisors shall reasonably determine in relation to the risks to be insured against. All such required policies of insurance shall be delivered to the Town before any permits for construction of the Second Project at sea or ashore shall be commenced. If any such coverage is cancelled or becomes unavailable, it shall be a material breach of this Agreement and entitle the Town to equitable and legal relief before any agency or court of competent jurisdiction.

f. LEGAL COSTS

PCW agrees that it will not seek attorney's fees from the Town in any matter relating to this Agreement or the Second Project. PCW concedes that an assessment of such fees have not been appropriated, and as such are barred by the Constitution of the Commonwealth.

g. ENFORCEMENT AUTHORITY NOT WAIVED

Unless otherwise agreed herein, including but not limited to Section 8, this Agreement does not preclude Town boards or officials from i) adopting regulations or ordinances, ii) taking any action within the scope of their legal discretion on petitions submitted to them by PCW, or iii) taking enforcement positions within the scope of their official duties with regard to the Second Project; nor does anything in this Agreement preclude PCW from challenging the validity or applicability of any regulation, ordinance, action, or enforcement position of any Town board or official to the extent allowed by law. Nor does this Agreement preclude legal counsel for the Town, at the direction of the Town Manager, from i) defending decisions of Town boards or officials on petitions submitted to them by PCW, or ii) defending enforcement decisions of or commencing enforcement actions on behalf of Town boards or officials within the scope of their official duties with regard to the Second Project. Further, unless otherwise agreed herein, including but not limited to Section 8, nothing in this Agreement shall prohibit the Town from taking

positions or actions with regard to changes to the proposed Second Project to the extent such changes are inconsistent with this Agreement.

h. FORCE MAJEURE

It is understood and agreed that the Parties hereto shall make a reasonable and good faith effort to perform their obligations under this Agreement. If and to the extent, but only to the extent, that either Party is prevented from performing its obligations hereunder by an event of force majeure, such Party shall be excused from performing hereunder for said period, and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any i) storm, flood, earthquake, hurricane, cyclone, typhoon, lightning, landslide, drought, tornado, tidal wave, blizzard, ice storm, or other natural disaster; ii) explosion, structural collapse, evacuation, fire, sonic boom, pressure waves, bombing, hostage taking, kidnapping, physical criminal acts, accidents involving any aviation, nautical, or automotive vehicle or other means of conveyance, whether manned or unmanned, motorized or unmotorized, iii) plague, epidemics, or nuclear, chemical, or biological incidents or contamination, iv) civil disturbance, invasion, riot, coup, revolution, war (whether declared or not), civil war or any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, v) sabotage, piracy, blockade, siege, embargo, strikes, boycotts, labor disputes, vi) interruptions, loss, or malfunctions of utilities, communications, or computer services; and vii) states of emergency declared by a local, state, or federal official or agency, acts of God, or acts of the public enemy.

i. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

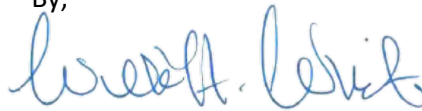
Witness this day our hands and seals,

Town of Barnstable,
By,

Mark S. Ells, Town Manager

Date

Park City Wind LLC
By,



Authorized Representative

Authorized Representative

Date

END OF DOCUMENT

Witness this day our hands and seals,

Town of Barnstable,

By,



Mark S. Ellis, Town Manager

5.6.2022

Date

Park City Wind, LLC

By,

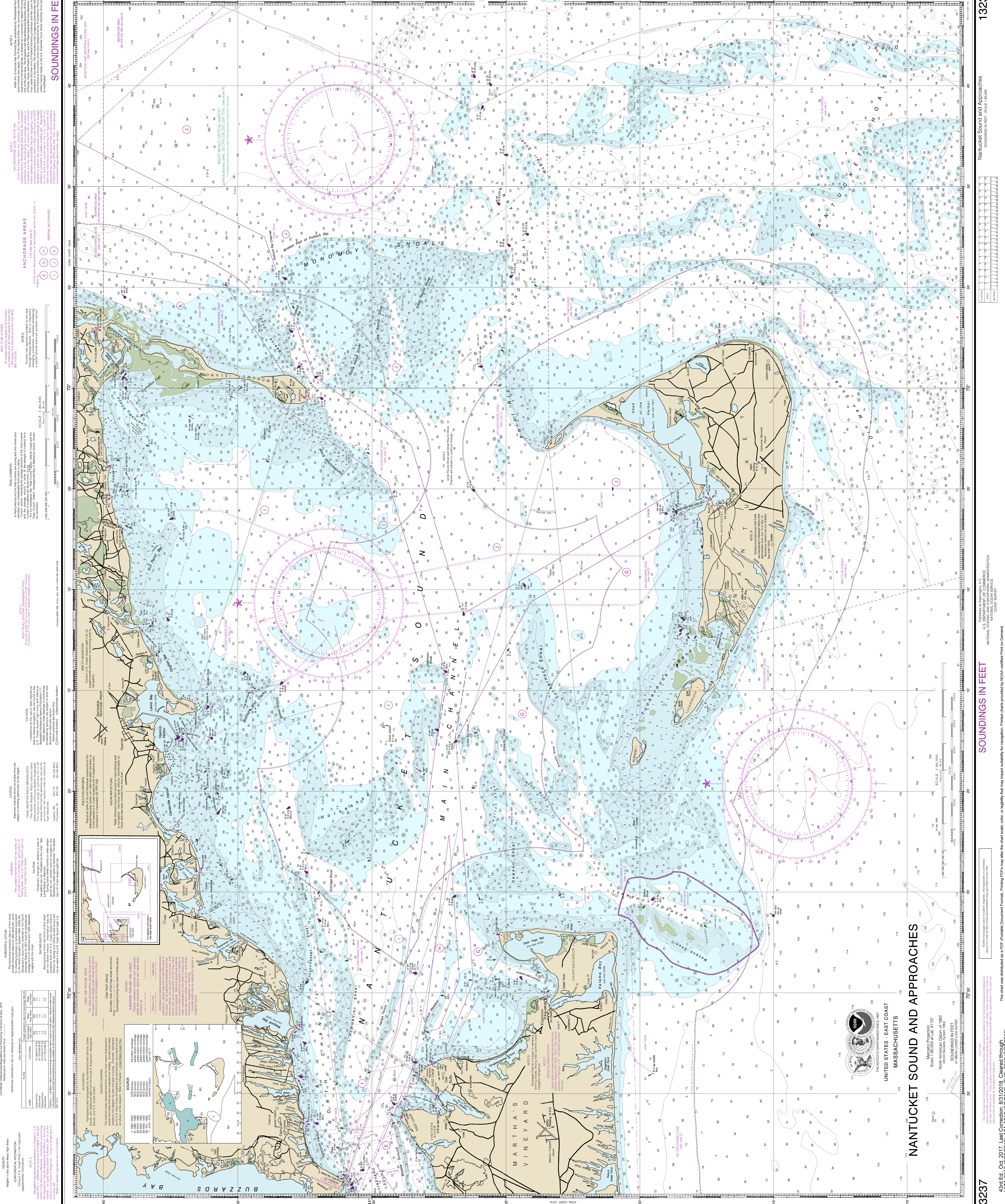
Authorized Representative

Authorized Representative

Date

END OF DOCUMENT

Exhibit A



REVISIONS

NO.	DATE	DESCRIPTION
1	1/1/00	Initial Issue
2	1/1/01	Update Soundings
3	1/1/02	Update Navigational Aids
4	1/1/03	Update Chart Symbols
5	1/1/04	Update Chart Symbols
6	1/1/05	Update Chart Symbols
7	1/1/06	Update Chart Symbols
8	1/1/07	Update Chart Symbols
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101	1/1/00	Update Chart Symbols

ANCHORAGE AREAS

100-150 FATHOMS (18.3-27.4 M)

150-200 FATHOMS (27.4-37.0 M)

200-250 FATHOMS (37.0-45.7 M)

250-300 FATHOMS (45.7-54.9 M)

300-350 FATHOMS (54.9-64.0 M)

350-400 FATHOMS (64.0-73.1 M)

400-450 FATHOMS (73.1-82.3 M)

450-500 FATHOMS (82.3-91.4 M)

500-550 FATHOMS (91.4-100.6 M)

550-600 FATHOMS (100.6-109.7 M)

600-650 FATHOMS (109.7-118.9 M)

650-700 FATHOMS (118.9-128.0 M)

700-750 FATHOMS (128.0-137.1 M)

750-800 FATHOMS (137.1-146.3 M)

800-850 FATHOMS (146.3-155.4 M)

850-900 FATHOMS (155.4-164.6 M)

900-950 FATHOMS (164.6-173.7 M)

950-1000 FATHOMS (173.7-182.9 M)

1000-1050 FATHOMS (182.9-192.0 M)

1050-1100 FATHOMS (192.0-201.1 M)

1100-1150 FATHOMS (201.1-210.3 M)

1150-1200 FATHOMS (210.3-219.4 M)

1200-1250 FATHOMS (219.4-228.6 M)

1250-1300 FATHOMS (228.6-237.7 M)

1300-1350 FATHOMS (237.7-246.9 M)

1350-1400 FATHOMS (246.9-256.0 M)

1400-1450 FATHOMS (256.0-265.2 M)

1450-1500 FATHOMS (265.2-274.3 M)

1500-1550 FATHOMS (274.3-283.5 M)

1550-1600 FATHOMS (283.5-292.6 M)

1600-1650 FATHOMS (292.6-301.8 M)

1650-1700 FATHOMS (301.8-310.9 M)

1700-1750 FATHOMS (310.9-320.1 M)

1750-1800 FATHOMS (320.1-329.2 M)

1800-1850 FATHOMS (329.2-338.4 M)

1850-1900 FATHOMS (338.4-347.5 M)

1900-1950 FATHOMS (347.5-356.7 M)

1950-2000 FATHOMS (356.7-365.8 M)

2000-2050 FATHOMS (365.8-375.0 M)

2050-2100 FATHOMS (375.0-384.1 M)

2100-2150 FATHOMS (384.1-393.3 M)

2150-2200 FATHOMS (393.3-402.4 M)

2200-2250 FATHOMS (402.4-411.6 M)

2250-2300 FATHOMS (411.6-420.7 M)

2300-2350 FATHOMS (420.7-429.9 M)

2350-2400 FATHOMS (429.9-439.0 M)

2400-2450 FATHOMS (439.0-448.2 M)

2450-2500 FATHOMS (448.2-457.3 M)

2500-2550 FATHOMS (457.3-466.5 M)

2550-2600 FATHOMS (466.5-475.6 M)

2600-2650 FATHOMS (475.6-484.8 M)

2650-2700 FATHOMS (484.8-493.9 M)

2700-2750 FATHOMS (493.9-503.1 M)

2750-2800 FATHOMS (503.1-512.2 M)

2800-2850 FATHOMS (512.2-521.4 M)

2850-2900 FATHOMS (521.4-530.5 M)

2900-2950 FATHOMS (530.5-539.7 M)

2950-3000 FATHOMS (539.7-548.8 M)

3000-3050 FATHOMS (548.8-558.0 M)

3050-3100 FATHOMS (558.0-567.1 M)

3100-3150 FATHOMS (567.1-576.3 M)

3150-3200 FATHOMS (576.3-585.4 M)

3200-3250 FATHOMS (585.4-594.6 M)

3250-3300 FATHOMS (594.6-603.7 M)

3300-3350 FATHOMS (603.7-612.9 M)

3350-3400 FATHOMS (612.9-622.0 M)

3400-3450 FATHOMS (622.0-631.2 M)

3450-3500 FATHOMS (631.2-640.3 M)

3500-3550 FATHOMS (640.3-649.5 M)

3550-3600 FATHOMS (649.5-658.6 M)

3600-3650 FATHOMS (658.6-667.8 M)

3650-3700 FATHOMS (667.8-676.9 M)

3700-3750 FATHOMS (676.9-686.1 M)

3750-3800 FATHOMS (686.1-695.2 M)

3800-3850 FATHOMS (695.2-704.4 M)

3850-3900 FATHOMS (704.4-713.5 M)

3900-3950 FATHOMS (713.5-722.7 M)

3950-4000 FATHOMS (722.7-731.8 M)

4000-4050 FATHOMS (731.8-741.0 M)

4050-4100 FATHOMS (741.0-750.1 M)

4100-4150 FATHOMS (750.1-759.3 M)

4150-4200 FATHOMS (759.3-768.4 M)

4200-4250 FATHOMS (768.4-777.6 M)

4250-4300 FATHOMS (777.6-786.7 M)

4300-4350 FATHOMS (786.7-795.9 M)

4350-4400 FATHOMS (795.9-805.0 M)

4400-4450 FATHOMS (805.0-814.2 M)

4450-4500 FATHOMS (814.2-823.3 M)

4500-4550 FATHOMS (823.3-832.5 M)

4550-4600 FATHOMS (832.5-841.6 M)

4600-4650 FATHOMS (841.6-850.8 M)

4650-4700 FATHOMS (850.8-859.9 M)

4700-4750 FATHOMS (859.9-869.1 M)

4750-4800 FATHOMS (869.1-878.2 M)

4800-4850 FATHOMS (878.2-887.4 M)

4850-4900 FATHOMS (887.4-896.5 M)

4900-4950 FATHOMS (896.5-905.7 M)

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5000-5050 FATHOMS (914.8-924.0 M)

5050-5100 FATHOMS (924.0-933.1 M)

5100-5150 FATHOMS (933.1-942.3 M)

5150-5200 FATHOMS (942.3-951.4 M)

5200-5250 FATHOMS (951.4-960.6 M)

5250-5300 FATHOMS (960.6-969.7 M)

5300-5350 FATHOMS (969.7-978.9 M)

5350-5400 FATHOMS (978.9-988.0 M)

5400-5450 FATHOMS (988.0-997.2 M)

5450-5500 FATHOMS (997.2-1006.3 M)

5500-5550 FATHOMS (1006.3-1015.5 M)

5550-5600 FATHOMS (1015.5-1024.6 M)

5600-5650 FATHOMS (1024.6-1033.8 M)

5650-5700 FATHOMS (1033.8-1042.9 M)

5700-5750 FATHOMS (1042.9-1052.1 M)

5750-5800 FATHOMS (1052.1-1061.2 M)

5800-5850 FATHOMS (1061.2-1070.4 M)

5850-5900 FATHOMS (1070.4-1079.5 M)

5900-5950 FATHOMS (1079.5-1088.7 M)

5950-6000 FATHOMS (1088.7-1097.8 M)

6000-6050 FATHOMS (1097.8-1107.0 M)

6050-6100 FATHOMS (1107.0-1116.1 M)

6100-6150 FATHOMS (1116.1-1125.3 M)

6150-6200 FATHOMS (1125.3-1134.4 M)

6200-6250 FATHOMS (1134.4-1143.6 M)

6250-6300 FATHOMS (1143.6-1152.7 M)

6300-6350 FATHOMS (1152.7-1161.9 M)

6350-6400 FATHOMS (1161.9-1171.0 M)

6400-6450 FATHOMS (1171.0-1180.2 M)

6450-6500 FATHOMS (1180.2-1189.3 M)

6500-6550 FATHOMS (1189.3-1198.5 M)

6550-6600 FATHOMS (1198.5-1207.6 M)

6600-6650 FATHOMS (1207.6-1216.8 M)

6650-6700 FATHOMS (1216.8-1225.9 M)

6700-6750 FATHOMS (1225.9-1235.1 M)

6750-6800 FATHOMS (1235.1-1244.2 M)

6800-6850 FATHOMS (1244.2-1253.4 M)

6850-6900 FATHOMS (1253.4-1262.5 M)

6900-6950 FATHOMS (1262.5-1271.7 M)

6950-7000 FATHOMS (1271.7-1280.8 M)

7000-7050 FATHOMS (1280.8-1290.0 M)

7050-7100 FATHOMS (1290.0-1299.1 M)

7100-7150 FATHOMS (1299.1-1308.3 M)

7150-7200 FATHOMS (1308.3-1317.4 M)

7200-7250 FATHOMS (1317.4-1326.6 M)

7250-7300 FATHOMS (1326.6-1335.7 M)

7300-7350 FATHOMS (1335.7-1344.9 M)

7350-7400 FATHOMS (1344.9-1354.0 M)

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7450-7500 FATHOMS (1363.2-1372.3 M)

7500-7550 FATHOMS (1372.3-1381.5 M)

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7600-7650 FATHOMS (1390.6-1400.8 M)

7650-7700 FATHOMS (1400.8-1409.9 M)

7700-7750 FATHOMS (1409.9-1419.1 M)

7750-7800 FATHOMS (1419.1-1428.2 M)

7800-7850 FATHOMS (1428.2-1437.4 M)

7850-7900 FATHOMS (1437.4-1446.5 M)

7900-7950 FATHOMS (1446.5-1455.7 M)

7950-8000 FATHOMS (1455.7-1464.8 M)

8000-8050 FATHOMS (1464.8-1474.0 M)

8050-8100 FATHOMS (1474.0-1483.1 M)

8100-8150 FATHOMS (1483.1-1492.3 M)

8150-8200 FATHOMS (1492.3-1501.4 M)

8200-8250 FATHOMS (1501.4-1510.6 M)

8250-8300 FATHOMS (1510.6-1519.7 M)

8300-8350 FATHOMS (1519.7-1528.9 M)

8350-8400 FATHOMS (1528.9-1538.0 M)

8400-8450 FATHOMS (1538.0-1547.2 M)

8450-8500 FATHOMS (1547.2-1556.3 M)

8500-8550 FATHOMS (1556.3-1565.5 M)

8550-8600 FATHOMS (1565.5-1574.6 M)

8600-8650 FATHOMS (1574.6-1583.8 M)

8650-8700 FATHOMS (1583.8-1592.9 M)

8700-8750 FATHOMS (1592.9-1602.1 M)

8750-8800 FATHOMS (1602.1-1611.2 M)

8800-8850 FATHOMS (1611.2-1620.4 M)

8850-8900 FATHOMS (1620.4-1629.5 M)

8900-8950 FATHOMS (1629.5-1638.7 M)

8950-9000 FATHOMS (1638.7-1647.8 M)

9000-9050 FATHOMS (1647.8-1657.0 M)

9050-9100 FATHOMS (1657.0-1666.1 M)

9100-9150 FATHOMS (1666.1-1675.3 M)

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9200-9250 FATHOMS (1684.4-1693.6 M)

9250-9300 FATHOMS (1693.6-1702.7 M)

9300-9350 FATHOMS (1702.7-1711.9 M)

9350-9400 FATHOMS (1711.9-1721.0 M)

9400-9450 FATHOMS (1721.0-1730.2 M)

9450-9500 FATHOMS (1730.2-1739.3 M)

9500-9550 FATHOMS (1739.3-1748.5 M)

9550-9600 FATHOMS (1748.5-1757.6 M)

9600-9650 FATHOMS (1757.6-1766.8 M)

9650-9700 FATHOMS (1766.8-1775.9 M)

9700-9750 FATHOMS (1775.9-1785.1 M)

9750-9800 FATHOMS (1785.1-1794.2 M)

9800-9850 FATHOMS (1794.2-1803.4 M)

9850-9900 FATHOMS (1803.4-1812.5 M)

9900-9950 FATHOMS (1812.5-1821.7 M)

9950-10000 FATHOMS (1821.7-1830.8 M)

ANCHORAGE AREAS

100-150 FATHOMS (18.3-27.4 M)

150-200 FATHOMS (27.4-37.0 M)

200-250 FATHOMS (37.0-45.7 M)

250-300 FATHOMS (45.7-54.9 M)

300-350 FATHOMS (54.9-64.0 M)

350-400 FATHOMS (64.0-73.1 M)

400-450 FATHOMS (73.1-82.3 M)

450-500 FATHOMS (82.3-91.4 M)

500-550 FATHOMS (91.4-100.6 M)

550-600 FATHOMS (100.6-109.7 M)

600-650 FATHOMS (109.7-118.9 M)

650-700 FATHOMS (118.9-128.0 M)

700-750 FATHOMS (128.0-137.1 M)

750-800 FATHOMS (137.1-146.3 M)

800-850 FATHOMS (146.3-155.4 M)

850-900 FATHOMS (155.4-164.6 M)

900-950 FATHOMS (164.6-173.7 M)

950-1000 FATHOMS (173.7-182.9 M)

1000-1050 FATHOMS (182.9-192.0 M)

1050-1100 FATHOMS (192.0-201.1 M)

1100-1150 FATHOMS (201.1-210.3 M)

1150-1200 FATHOMS (210.3-219.4 M)

1200-1250 FATHOMS (219.4-228.6 M)

1250-1300 FATHOMS (228.6-237.7 M)

1300-1350 FATHOMS (237.7-246.9 M)

1350-1400 FATHOMS (246.9-256.0 M)

1400-1450 FATHOMS (256.0-265.2 M)

1450-1500 FATHOMS (265.2-274.3 M)

1500-1550 FATHOMS (274.3-283.5 M)

1550-1600 FATHOMS (283.5-292.6 M)

1600-1650 FATHOMS (292.6-301.8 M)

1650-1700 FATHOMS (301.8-310.9 M)

1700-1750 FATHOMS (310.9-320.1 M)

1750-1800 FATHOMS (320.1-329.2 M)

1800-1850 FATHOMS (329.2-338.4 M)

1850-1900 FATHOMS (338.4-347.5 M)

1900-1950 FATHOMS (347.5-356.7 M)

1950-2000 FATHOMS (356.7-365.8 M)

2000-2050 FATHOMS (365.8-375.0 M)

2050-2100 FATHOMS (375.0-384.1 M)

2100-2150 FATHOMS (384.1-393.3 M)

2150-2200 FATHOMS (393.3-402.4 M)

2200-2250 FATHOMS (402.4-411.6 M)

2250-2300 FATHOMS (411.6-420.7 M)

2300-2350 FATHOMS (420.7-429.9 M)

2350-2400 FATHOMS (429.9-439.0 M)

2400-2450 FATHOMS (439.0-448.2 M)

2450-2500 FATHOMS (448.2-457.3 M)

2500-2550 FATHOMS (457.3-466.5 M)

2550-2600 FATHOMS (466.5-475.6 M)

2600-2650 FATHOMS (475.6-484.8 M)

2650-2700 FATHOMS (484.8-493.9 M)

2700-2750 FATHOMS (493.9-503.1 M)

2750-2800 FATHOMS (503.1-512.2 M)

2800-2850 FATHOMS (512.2-521.4 M)

2850-2900 FATHOMS (521.4-530.5 M)

2900-2950 FATHOMS (530.5-539.7 M)

2950-3000 FATHOMS (539.7-548.8 M)

3000-3050 FATHOMS (548.8-558.0 M)

3050-3100 FATHOMS (558.0-567.1 M)

3100-3150 FATHOMS (567.1-576.3 M)

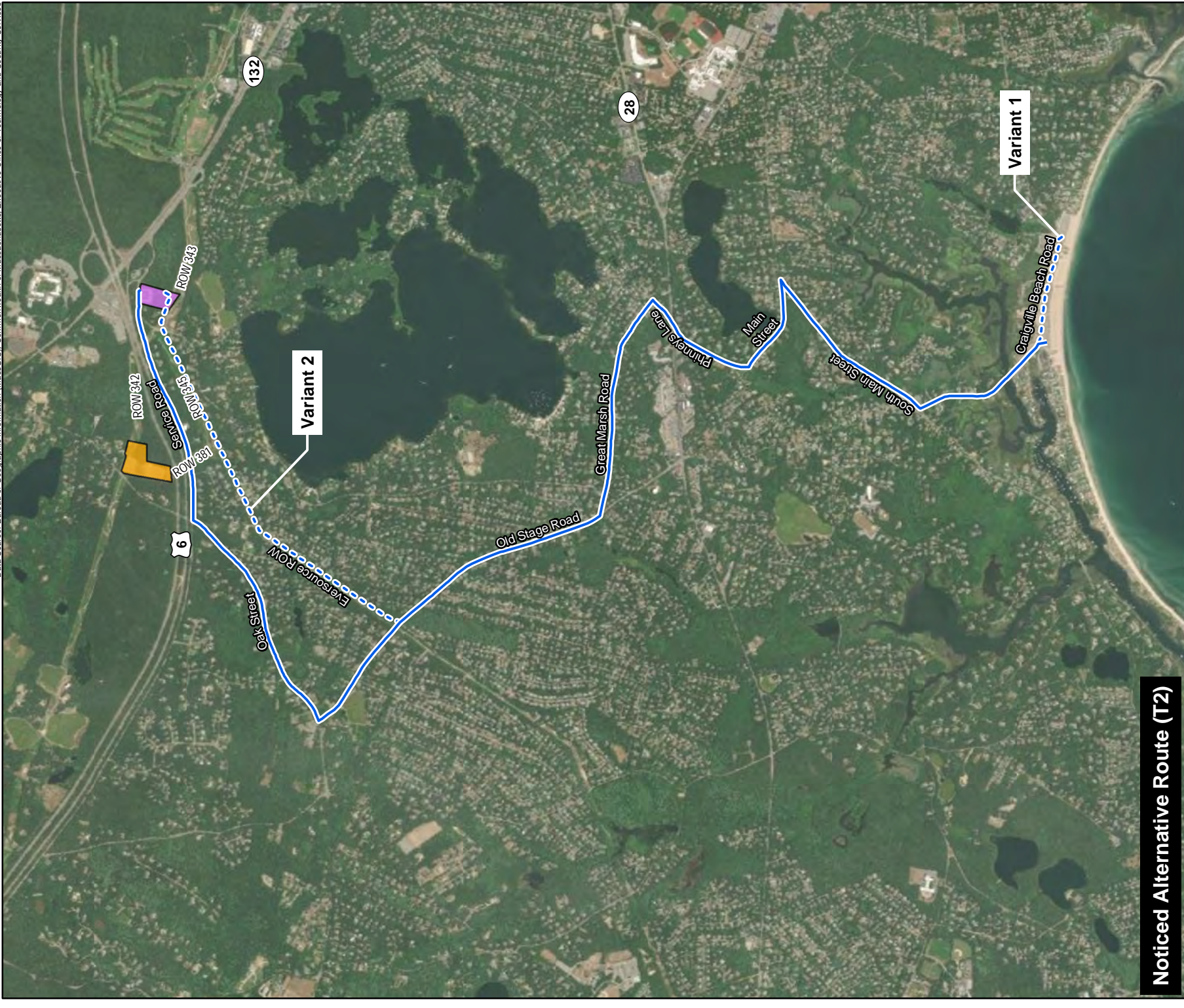
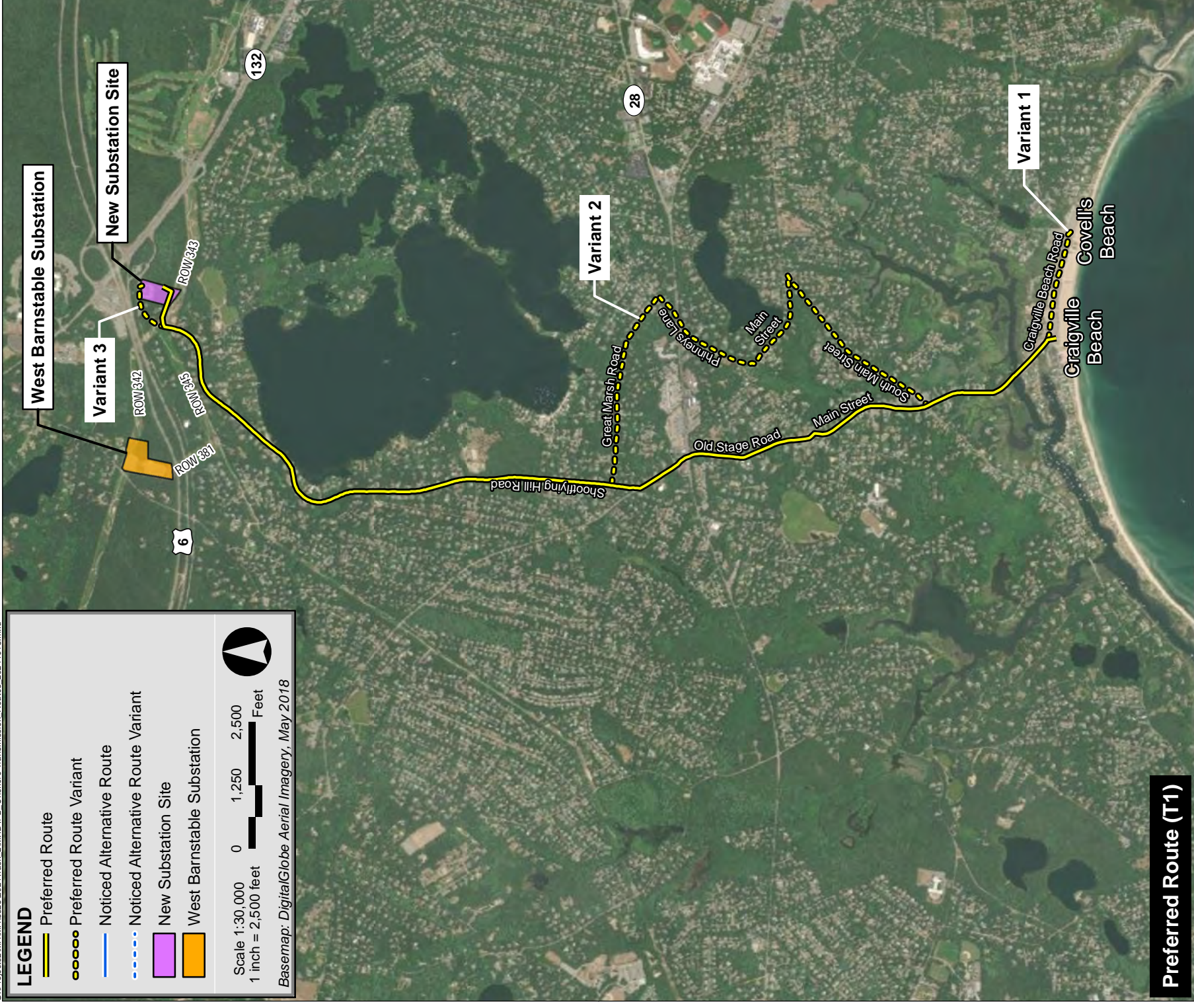
3150-3200 FATHOMS (576.3-585.4 M)

3200-3250 FATHOMS (585.4-594.6 M)

3250-3300 FATHOMS (594.6-603.7 M)

3300-3350 FATHOMS (603.7-612.9 M)

Exhibit B



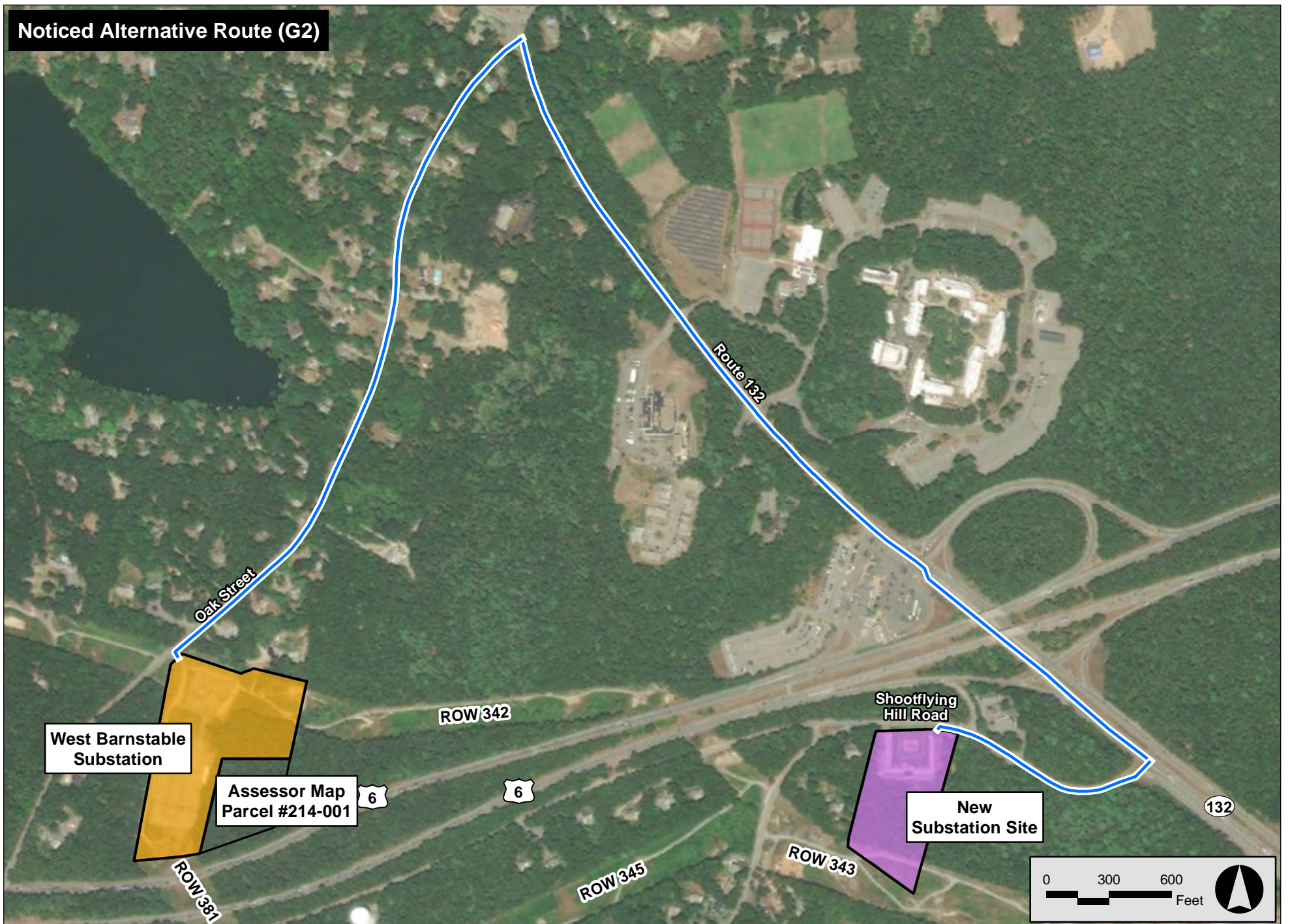
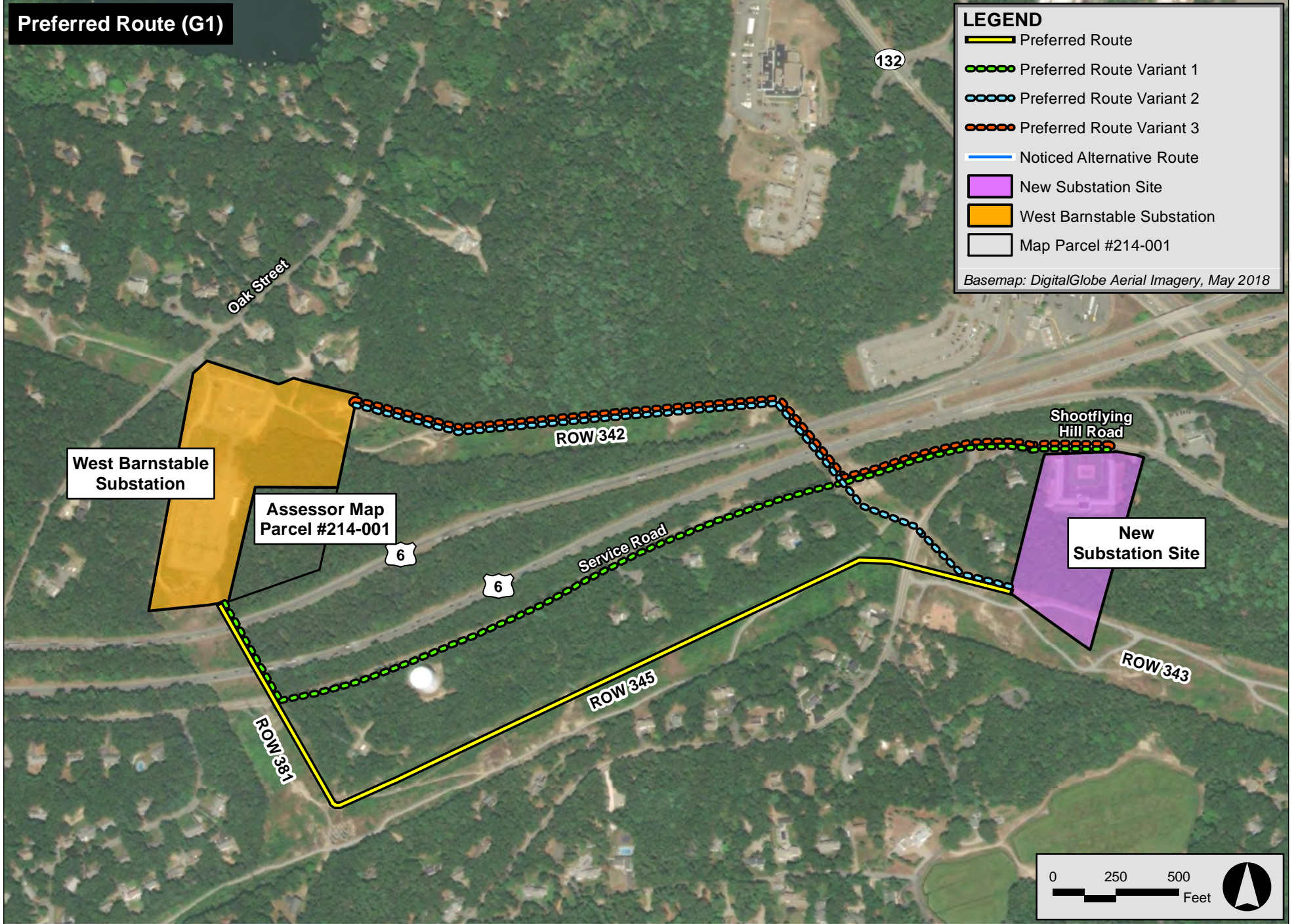


Exhibit C

1.4 Revised Substation Design

The Project will require an onshore substation where the 275 kV voltage in the onshore export cables will step up to 345 kV in preparation for interconnection with the electrical grid at the existing West Barnstable Substation. The Project's onshore substation site is an approximately 6.7-acre privately-owned parcel off Shootflying Hill Road in Barnstable. The site is southwest of

³ Route 6, the Mid Cape Highway, is a four-lane divided limited access highway. Route 132, south of Route 6, is a four-lane commercial arterial providing access to commercial areas in Hyannis/Barnstable as well as the Barnstable County Airport.

the intersection of Route 6 and Route 132⁴ and is less than a mile east of the existing West Barnstable Substation, where it has frontage on Shootflying Hill Road and direct access to utility ROW #343 (see Figure 1-5).

The northern part of the site currently contains a one-story motel building (constructed in 1956), the owner/manager accommodations, and associated surface parking with two curb cuts onto Shootflying Hill Road. Approximately 1.1 acres of the site are currently impervious paved areas and building roofs, which largely drain either to the highway drainage system or a localized depression on-site. Currently, there are no known water quality treatment structures or pollutant mitigation measures within the Site. The southern portion of the parcel consists of wooded land and electrical transmission ROW #343, which is generally open and periodically cleared of woody vegetation. To the west, the substation site directly abuts two residential parcels, to the north it is bordered by Shootflying Hill Road and further north the Route 6 layout, and to the east it is bordered by land owned by the Chamber of Commerce and the Massachusetts Department of Transportation (MassDOT). There are no wetlands within 100 feet of the site, as it is located in the mid-Cape area, on the side slope of a glacial moraine with well-drained granular soils. There are also no perennial streams located within 200 feet of the site. The site is within a Zone II water supply protection area for the Town of Barnstable.

The buried duct bank will enter the Project's substation site from either ROW #343 or Shootflying Hill Road, depending on the variant ultimately implemented.

The proposed substation design described in Section 2.3 of the DEIR remains accurate. However, the Proponent recently secured an option to purchase the approximately one-acre parcel at 6 Shootflying Hill Road, which is located immediately northeast of the proposed substation site, from the Cape Cod Chamber of Commerce (see Figure 1-5). The Commonwealth of Massachusetts (MassDOT) has a right of first offer to purchase the property, from which the current owner has requested a release. Assuming that the Proponent is able to acquire the property, the additional frontage on Shootflying Hill Road allows for improved access for the proposed substation.

As shown on Figure 1-6, the equipment layout at the proposed substation remains unchanged from what was presented in the DEIR. However, incorporating the additional parcel into the site design enables an improved access road into the site from Shootflying Hill Road and allows site elevations to be reduced by up to 10 feet below what was presented in the DEIR. The new access road replaces the access road entrance at the northeast corner of the substation site in the DEIR filing. The new access road allows for a wider turning radius into the substation from Shootflying

⁴ Route 6, the Mid Cape Highway, is a four-lane divided limited access highway. Route 132, south of Route 6, is a four-lane commercial arterial providing access to commercial areas in Hyannis/Barnstable as well as the Barnstable County Airport.

Hill Road for improved access for construction vehicles, emergency vehicles, and heavy equipment transport, and locates this vehicular traffic further from residential abutters west of the substation.

Reducing site elevations by up to 10 feet would reduce or eliminate the need to import fill onto the site and may generate material to be exported from the site. A full 10-foot reduction in elevation (the maximum reduction currently being considered) would result in the need to export soils equivalent to approximately two-thirds the volume of fill the Company would need to import for the original site design. The Proponent continues to refine the design, including efforts to select a balanced grading approach. The site design presented in the DEIR and the site design with the 10-foot elevation reduction presented herein provide maximum and minimum grade scenarios.

The new substation design, if constructed, will result in noise levels that do not exceed those presented in the DEIR (see Section 1.4.4). The Company has discussed the new proposed access road and site design with the Barnstable Town Engineer who recommended the placement of a guardrail along Shootflying Hill Road but was otherwise in favor of the new substation access location and design.

The Proponent’s option on the property at 6 Shootflying Hill Road grants exclusive rights to purchase the property from the property owner (Cape Cod Chamber of Commerce). The Company and Chamber of Commerce are working to resolve MassDOT’s interest to ensure the future sale can proceed. If MassDOT’s interest is not resolved, the site design presented in the DEIR would be utilized for the proposed substation.

The one-acre parcel at 6 Shootflying Hill Road is almost entirely forested and is similar to the wooded portion of the Motel site at 8 Shootflying Hill Road. There are no wetlands within 100 feet of the site, and there are no perennial streams located within 200 feet of the site. The entire site may need to be cleared to accommodate construction. If utilized, the modified substation design incorporating the one-acre Chamber of Commerce parcel would result in the impacts shown in Table 1-1.

Table 1-1 Land Disturbance – Substation Site

	8 Shootflying Hill Road (Original Substation Site)		6 Shootflying Hill Road (Chamber of Commerce parcel)	
	Max. Tree Clearing	New Impervious	Max. Tree Clearing	New Impervious
Original Design	3.0 acres	0.2 acres	N/A	N/A
Revised Design	3.0 acres	(-0.4 acres) ¹	1.0 acre	0 ¹

¹ All roads internal to the substation site are now proposed as gravel (i.e., pervious) surfaces. Short (approximately 20-foot-long) paved aprons may be added to the design at the two entrances to the site off Shootflying Hill Road if requested by the Town of Barnstable.

1.4.1 Gas-Insulated Substation (GIS) Design and SF₆ Management

The current proposed substation design is a 275-kV to 345-kV step-up gas-insulated substation (GIS). A GIS uses gas-insulated switchgear, allowing for a more compact, or space-efficient, design when compared to the more traditional air-insulated substation (AIS) design. An AIS design uses equipment spacing to allow ambient air to provide the required insulation; a GIS is enclosed within a structure that uses pressurized sulphur hexafluoride (SF₆) gas to insulate the substation equipment. An AIS facility inherently requires more space between equipment and, given the site selected for the proposed substation, Project engineers determined that an AIS-only design would not fit on the property.

The purpose of the proposed substation will be to receive the 275-kV power transmitted from the offshore wind turbine generator array, “step up” the voltage to 345 kV for transmission to the 345-kV grid interconnection at the nearby West Barnstable Substation, and to provide the necessary reactive compensation and power conditioning. A detailed site arrangement schematic is provided as Figure 1-6.

The substation, including a full-perimeter access road and security fence, will occupy most of the 6.7-acre site (approximately 5.4 acres). No substation elements will be located in ROW #343 on the south side of the site. In addition, plans call for a 30-foot-wide vegetated buffer along the western edge of the site and a planting strip along Shootflying Hill Road on the north side of the site. The Proponent will consider plant species that will provide the most effective visual screening and will work with stakeholders during design of this screening. The vegetated screening along the western edge will provide visual screening for existing residences. Since the southern property line extends into ROW #343, no vegetated screening will be possible in that location.

Each of the two static compensators (STATCOM) units will include an engineered enclosure which houses the static compensator itself; necessary ancillary equipment (e.g., transformer, reactor, cooling fan array) will be outside. The 345-kV GIS switchgear building, which will include an integrated control room, will be located in the center of the site, with a footprint of approximately 135 by 80 feet. The balance of the substation equipment (a 275-kV GIS switchgear building, two 275-kV shunt reactors, two 450 MVA main transformers, two 345-kV shunt reactors, two 345-kV shunt filters) will be arranged along the eastern portion of the site. The principal equipment (transformers, shunt reactors) will be placed within three-sided barriers oriented to minimize sound to the west, south, and north. The overall arrangement was developed using an iterative process which allowed the design team to balance electrical, civil, and acoustical considerations (see Section 1.4.4) while providing ready access to all equipment.

The compact GIS arrangement will significantly reduce noise impacts relative to a standard open-air AIS arrangement. A sound attenuation study for the site has been conducted to evaluate changes in sound levels associated with substation operation, and an ambient sound monitoring

study has already been completed at the proposed substation site; both were provided in Section 7.0 of the DEIR, and the noise analysis revised to reflect the updated substation design is provided in Section 1.4.4.

As mentioned above, some of the electrical equipment at the proposed GIS substation will contain SF₆. The SF₆ gas will be used in new circuit breakers, which are designed to be gas-tight and sealed for the life of the equipment. SF₆ quantities can vary between manufacturers, but it is estimated that the circuit breakers will contain between 125 and 165 pounds of SF₆ gas per breaker. The current configuration has between 14 and 16 GIS circuit breakers. Gas-insulated bus (GIB), located outdoors, will contain a similar amount of gas about every five linear feet; the proposed layout utilizes approximately 1,500 linear feet of GIB. Substation equipment will meet the applicable requirements of 310 CMR 7.72. Equipment will be represented by the manufacturer to have less than a 0.1% maximum annual leak rate, and the Proponent will follow manufacturer-recommended maintenance procedures and best industry practices to avoid leakage. Upon equipment removal, the Proponent will be responsible for the secure storage, reuse, recycling, or destruction of the SF₆. The Proponent expects little to no leakage of SF₆, based on the purchase and maintenance of equipment with leakage guarantees and pressure monitoring; breakers will be continuously monitored.

1.4.2 Containment System

The Company will provide full-volume (110%) containment systems for major substation components using dielectric fluid (i.e., the main transformers, iron core reactors, and equipment containing dielectric fluid associated with the STATCOMS). The containment sumps will be designed to contain 110% of the dielectric fluid volume (i.e., full containment plus a 10% margin) in the very unlikely event of a complete, catastrophic failure of the transformer or other equipment. In addition to 110% of the dielectric fluid volume, the containment areas will be sized to accommodate the volume of stormwater that would collect within the containment structure from the Probable Maximum Precipitation (PMP) event, defined by the Town of Barnstable as 30 inches of rain. Use of the PMP value in lieu of the 100-year rainfall event addresses possible future climate conditions. Also included in the design as additional mitigation is a common drain system that routes each individual containment area, after passing through an oil-absorbing inhibition device, to an oil water separator before being directed to an underground infiltration system.

More specifically, the substation will include two 450 MVA step-up transformers. The heavy steel transformer casings will be filled with dielectric fluid, which has both insulating and heat transfer functions. Dielectric fluid is essentially a high-grade mineral oil, and transformers are durable pieces of equipment designed for a long service life and are carefully monitored and regularly inspected. The dielectric fluid itself is not corrosive, and accordingly leaks of dielectric fluid are rare. Nonetheless, the Proponent has committed to placing more than full-capacity containment under each transformer as described above.

The proposed substation will also include some reactive power compensation and power quality equipment. This equipment will likely include shunt reactors, STATCOMs, and harmonic filters. To the extent to which any of this equipment uses dielectric fluid, the equipment will be underlain by a full-capacity (110%) containment structure, as described above. This precaution is over and above normal industry practice.

In addition, a Spill Prevention, Control and Countermeasures (SPCC) Plan will be included in the Proponent's Construction Management Plan. The Company will also include spill response in its emergency response plan as part of the Project's overall safety management system. Appropriate spill containment kits and spill control accessories will be strategically situated at the substation and may include absorbent pads, temporary berms, absorbent socks, drip pans, drain covers/plugs, appropriate neutralizers, over pack containers all for immediate use in the event of any inadvertent spills or leaks. All operators will be trained in the use and deployment of such spill prevention equipment. The Company will also have a third-party licensed spill response contractor on call as part of the Project's overall Oil Spill Response Plan.

1.4.3 Stormwater Management

As described in Section 2.3.2 of the DEIR, a stormwater management system at the substation site will include low-impact development (LID) strategies designed to capture, treat, and recharge stormwater runoff. These may include:

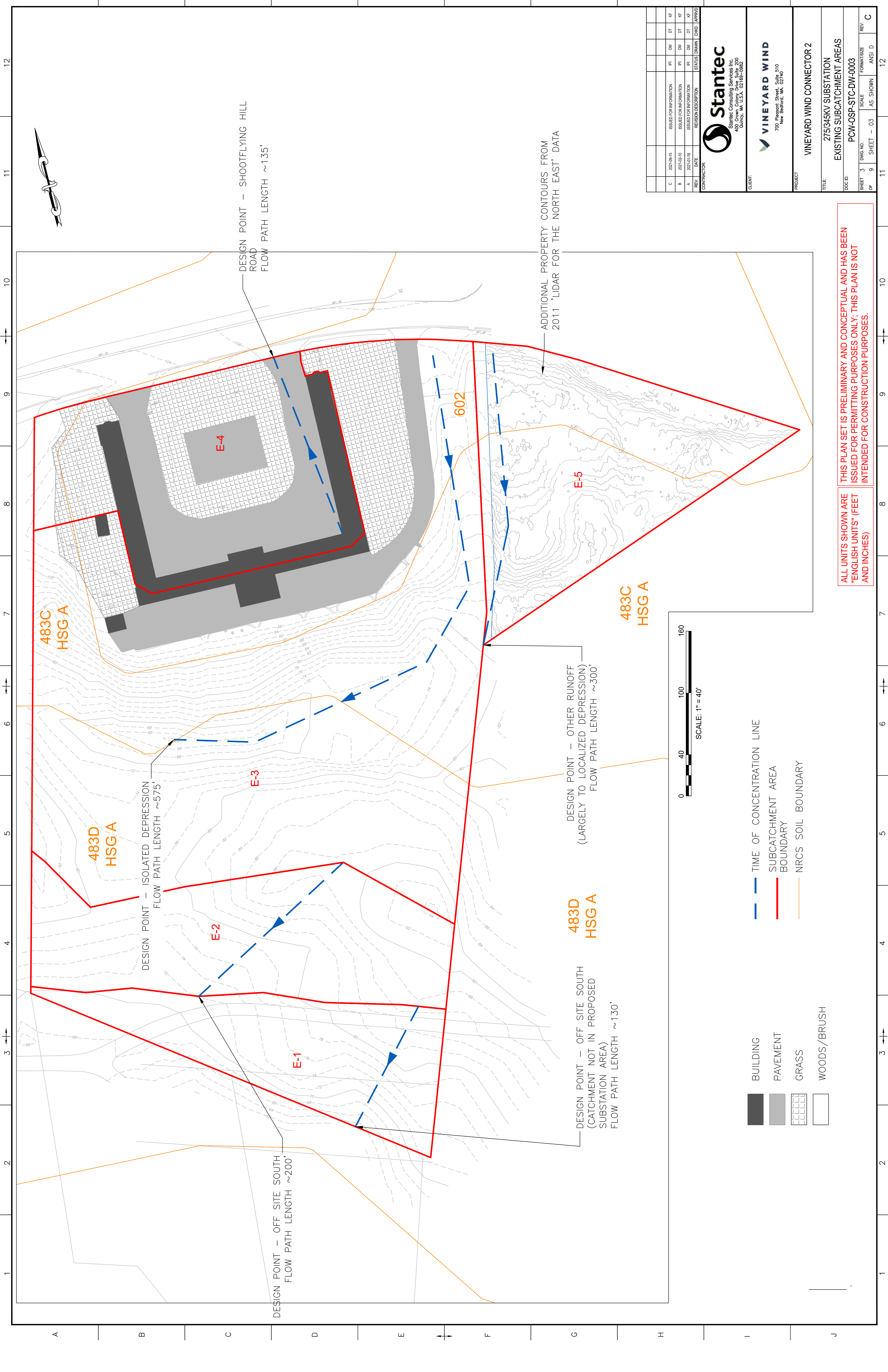
- ◆ Roof runoff disconnection and infiltration to minimize ground surface contact;
- ◆ A network of perforated curtain drains to collect surface runoff;
- ◆ Deep sump catch basin(s) to pretreat surface runoff;
- ◆ Proprietary Vortex Units to maximize TSS removal from stormwater prior to entering the underground infiltration systems; and
- ◆ Three underground infiltration systems to recharge clean stormwater back into the ground.

It is expected that post-development stormwater will substantially infiltrate on-site because the substation yard surface will be predominantly permeable (e.g., crushed stone). However, during substantial stormwater events, runoff will flow from parking and driveway pavement, roof tops, crushed stone yard areas, and any landscaped or grassed areas to likely pretreatment best management practices (BMPs) and then into the underground infiltration systems. Deep sump catch basins, oil/water separators, Vortex units, and underground infiltration systems will provide a treatment train that improves the quality of stormwater runoff, reduces the quantity of stormwater runoff, and provides infiltration and recharge to groundwater. These are considered BMPs by the MassDEP.

The stormwater management design will meet or exceed the Massachusetts Stormwater Policy recommendations, and the Project will comply with MassDEP Stormwater Standards. The Project will also seek a National Pollutant Discharge Elimination System (NPDES) General Permit for construction activities from the EPA.

A draft Stormwater Management Plan for the proposed substation is provided as Attachment F.

Exhibit D



ALL UNITS SHOWN ARE "ENGLISH UNITS" (FEET AND INCHES)

THIS PLAN SET IS PRELIMINARY AND CONCEPTUAL AND HAS BEEN ISSUED FOR PERMITTING PURPOSES ONLY; THIS PLAN IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

REV.	DATE	REVISION DESCRIPTION	STATUS	DRAWN	CHECK	APPROVED
C	2021-05-15	ISSUED FOR INFORMATION	IF	DM	DT	KF
B	2021-02-10	ISSUED FOR INFORMATION	FI	DM	DT	KF
A	2021-01-18	ISSUED FOR INFORMATION	FI	DM	DT	KF

CONTRACTOR:

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CLIENT:

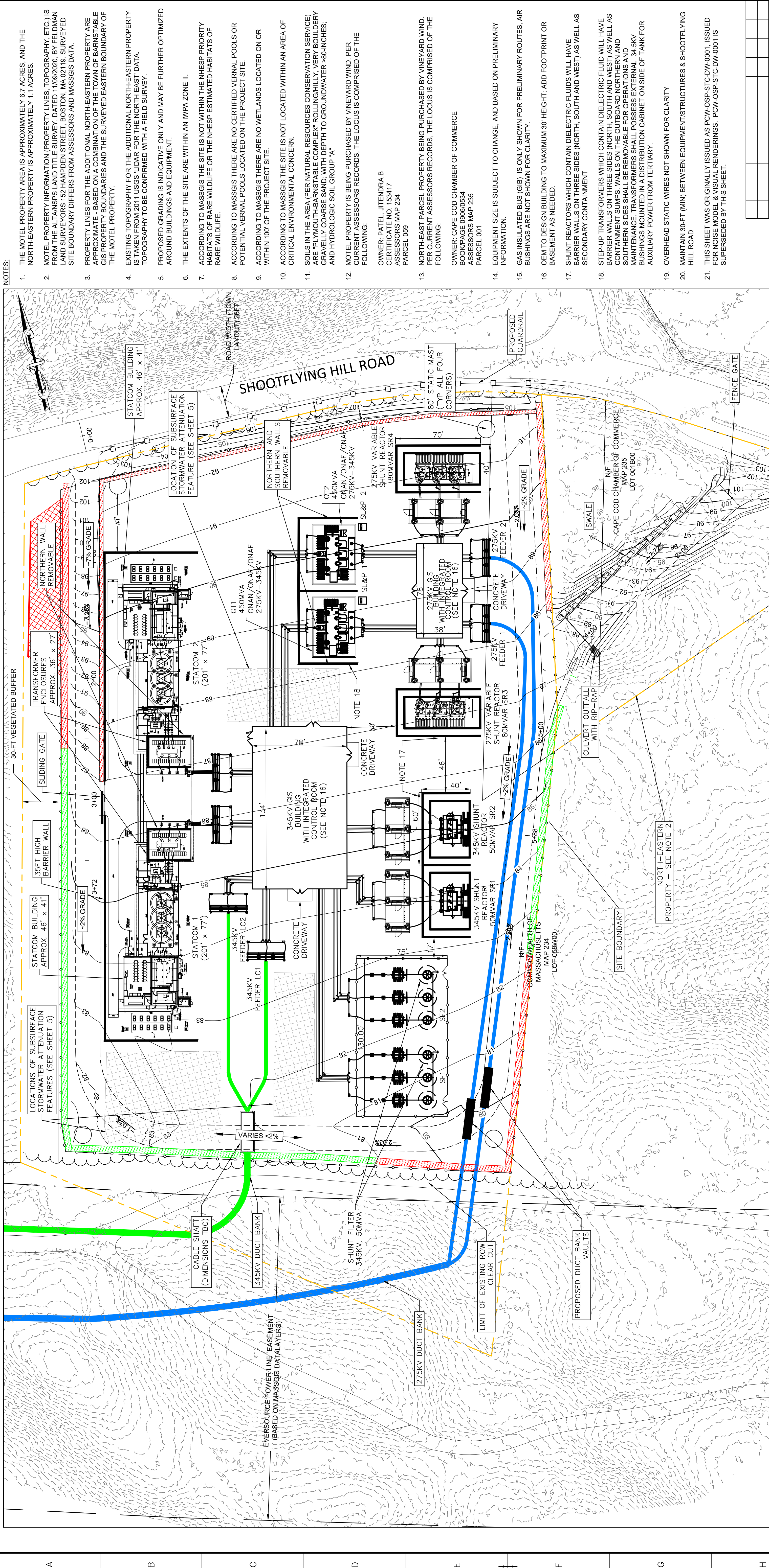
VINEYARD WIND
 700 Pleasant Street, Suite 510
 New Bedford, MA 02740

PROJECT: VINEYARD WIND CONNECTOR 2

TITLE: 275/345KV SUBSTATION EXISTING SUBCATCHMENT AREAS

DOC ID: PCW-OSP-STC-DW-0003

SHEET 3 OF 9 | **DWG. NO. 03** | **SCALE AS SHOWN** | **ANSI D** | **REV. C**



- NOTES:**
- THE MOTEL PROPERTY AREA IS APPROXIMATELY 6.7 ACRES, AND THE NORTH-EASTERN PROPERTY IS APPROXIMATELY 1.1 ACRES.
 - MOTEL PROPERTY INFORMATION (PROPERTY LINES, TOPOGRAPHY, ETC.) IS FROM THE ALTRANS LAND TITLE SURVEY, DATED 11/09/2020, BY FELDMAN LAND SURVEYORS 152 HAMPDEN STREET, BOSTON, MA 02119. SURVEYED SITE BOUNDARY DIFFERS FROM ASSESSORS AND MASSGIS DATA.
 - PROPERTY LINES FOR THE ADDITIONAL NORTH-EASTERN PROPERTY ARE APPROXIMATE - BASED ON A COMBINATION OF THE TOWN OF BARNSTABLE GIS PROPERTY BOUNDARIES AND THE SURVEYED EASTERN BOUNDARY OF THE MOTEL PROPERTY.
 - EXISTING TOPOGRAPHY FOR THE ADDITIONAL NORTH-EASTERN PROPERTY IS TAKEN FROM 2011 USGS LIDAR FOR THE NORTH EAST DATA. TOPOGRAPHY TO BE CONFIRMED WITH A FIELD SURVEY.
 - PROPOSED GRADING IS INDICATIVE ONLY AND MAY BE FURTHER OPTIMIZED AROUND BUILDINGS AND EQUIPMENT.
 - THE EXTENTS OF THE SITE ARE WITHIN AN IWPA ZONE II.
 - ACCORDING TO MASSGIS THE SITE IS NOT WITHIN THE NHESP PRIORITY HABITATS OF RARE WILDLIFE OR THE NHESP ESTIMATED HABITATS OF RARE WILDLIFE.
 - ACCORDING TO MASSGIS THERE ARE NO CERTIFIED VERNAL POOLS OR POTENTIAL VERNAL POOLS LOCATED ON THE PROJECT SITE.
 - ACCORDING TO MASSGIS THERE ARE NO WETLANDS LOCATED ON OR WITHIN 100' OF THE PROJECT SITE.
 - ACCORDING TO MASSGIS THE SITE IS NOT LOCATED WITHIN AN AREA OF CRITICAL ENVIRONMENTAL CONCERN.
 - SOILS IN THE AREA (PER NATURAL RESOURCES CONSERVATION SERVICE) ARE "PLYMOUTH-BARNSTABLE COMPLEX" ROLLING/HILLY, VERY BOLDLY GRAVELLY COARSE SAND, WITH DEPTH TO GROUNDWATER >80-INCHES; AND HYDROLOGIC SOIL GROUP "A"
 - MOTEL PROPERTY IS BEING PURCHASED BY VINEYARD WIND, PER CURRENT ASSESSORS RECORDS. THE LOCUS IS COMPRISED OF THE FOLLOWING:
OWNER: PATEL, JITENDRA B
CERTIFICATE NO. 153417
ASSESSORS MAP 234
PARCEL 089
 - NORTH-EAST PARCEL PROPERTY BEING PURCHASED BY VINEYARD WIND, PER CURRENT ASSESSORS RECORDS, THE LOCUS IS COMPRISED OF THE FOLLOWING:
OWNER: CAPE COD CHAMBER OF COMMERCE
BOOK/PAGE 09/06/0534
ASSESSORS MAP 235
PARCEL 001
 - EQUIPMENT SIZE IS SUBJECT TO CHANGE, AND BASED ON PRELIMINARY INFORMATION.
 - GAS INSULATED BUS (GIB) IS ONLY SHOWN FOR PRELIMINARY ROUTES, AIR BUSHINGS ARE NOT SHOWN FOR CLARITY.
 - OEM TO DESIGN BUILDING TO MAXIMUM 30' HEIGHT. ADD FOOTPRINT OR BASEMENT AS NEEDED.
 - SHUNT REACTORS WHICH CONTAIN DIELECTRIC FLUIDS WILL HAVE BARRIER WALLS ON THREE SIDES (NORTH, SOUTH AND WEST) AS WELL AS SECONDARY CONTAINMENT
 - STEP-UP TRANSFORMERS WHICH CONTAIN DIELECTRIC FLUID WILL HAVE BARRIER WALLS ON THREE SIDES (NORTH, SOUTH AND WEST) AS WELL AS CONTAINMENT SUMPS. WALLS ON THE OUTBOARD NORTHERN AND SOUTHERN SIDES SHALL BE REMOVABLE FOR OPERATIONS AND MAINTENANCE. TRANSFORMERS SHALL POSSESS EXTERNAL 34.9KV BUSHINGS MOUNTED IN A DISTRIBUTION CABINET ON SIDE OF TANK FOR AUXILIARY POWER FROM TERTIARY.
 - OVERHEAD STATIC WIRES NOT SHOWN FOR CLARITY
 - MAINTAIN 30-FT (MIN) BETWEEN EQUIPMENT STRUCTURES & SHOOTFLYING HILL ROAD
 - THIS SHEET WAS ORIGINALLY ISSUED AS PCW-OSP-STC-DW-0001, ISSUED FOR NOISE MODEL & VISUAL RENDERINGS. PCW-OSP-STC-DW-0001 IS SUPERSEDED BY THIS SHEET.

CONTRACTOR: Stantec Consulting Services Inc. 700 Pleasant Street, Suite 510 New Bedford, MA 02740

CLIENT: VINEYARD WIND 700 Pleasant Street, Suite 510 New Bedford, MA 02740

PROJECT: VINEYARD WIND CONNECTOR 2

TITLE: 275/345KV GIS SUBSTATION PROPOSED EQUIPMENT LAYOUT

DOC ID: PCW-OSP-STC-DW-0003

SHEET 4 DWG. NO. SCALE FORM/ISSUE REF. C
OF 9 SHEET - 04 AS SHOWN ANSI D

- NOTES:**
- EXCEPTION OF THE WESTERN MOST PORTION OF THE LOT (A STRIP OF LAND ABOUT 36-FEET WIDE) WHICH IS ZONED BY THE SITE IS ZONED RE-1, THE RESIDENCE E-1 DISTRICT (SEE TABLE OF DIMENSIONAL REQUIREMENTS BELOW). VINEYARD WIND HAS FILED A PETITION WITH MASSACHUSETTS DPJ SEEKING ZONING RELIEF. THE 60A PETITION HAS BEEN CONSOLIDATED WITH THE PROJECT'S EFSB PETITION AND WILL BE REVIEWED AS PART OF EFSB PROCEEDING 20-01.
 - THE SITE IS LOCATED IN THE BARNSTABLE GROUNDWATER PROTECTION OVERLAY DISTRICT. GROUNDWATER IN THE AREA IS ESTIMATED TO BE AT DEPTHS VARYING FROM 25-FT TO 65-FT DEPENDING ON SURFACE GRADE, I.E. WATER TABLE ELEVATION = 35± PER TOWN GROUNDWATER MAPPING.

LEGEND:

- PROPOSED CUT, RETAINING WALL MAY BE REQUIRED
- PROPOSED FILL, RETAINING WALL MAY BE REQUIRED
- PROPOSED STORMWATER FEATURE
- PROPOSED FENCE LINE
- ROAD RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING GRADE
- PROPOSED GRADE
- STATION LIGHT & POWER TRANSFORMER

ZONING NOTES:

- EXCEPTION OF THE WESTERN MOST PORTION OF THE LOT (A STRIP OF LAND ABOUT 36-FEET WIDE) WHICH IS ZONED BY THE SITE IS ZONED RE-1, THE RESIDENCE E-1 DISTRICT (SEE TABLE OF DIMENSIONAL REQUIREMENTS BELOW). VINEYARD WIND HAS FILED A PETITION WITH MASSACHUSETTS DPJ SEEKING ZONING RELIEF. THE 60A PETITION HAS BEEN CONSOLIDATED WITH THE PROJECT'S EFSB PETITION AND WILL BE REVIEWED AS PART OF EFSB PROCEEDING 20-01.
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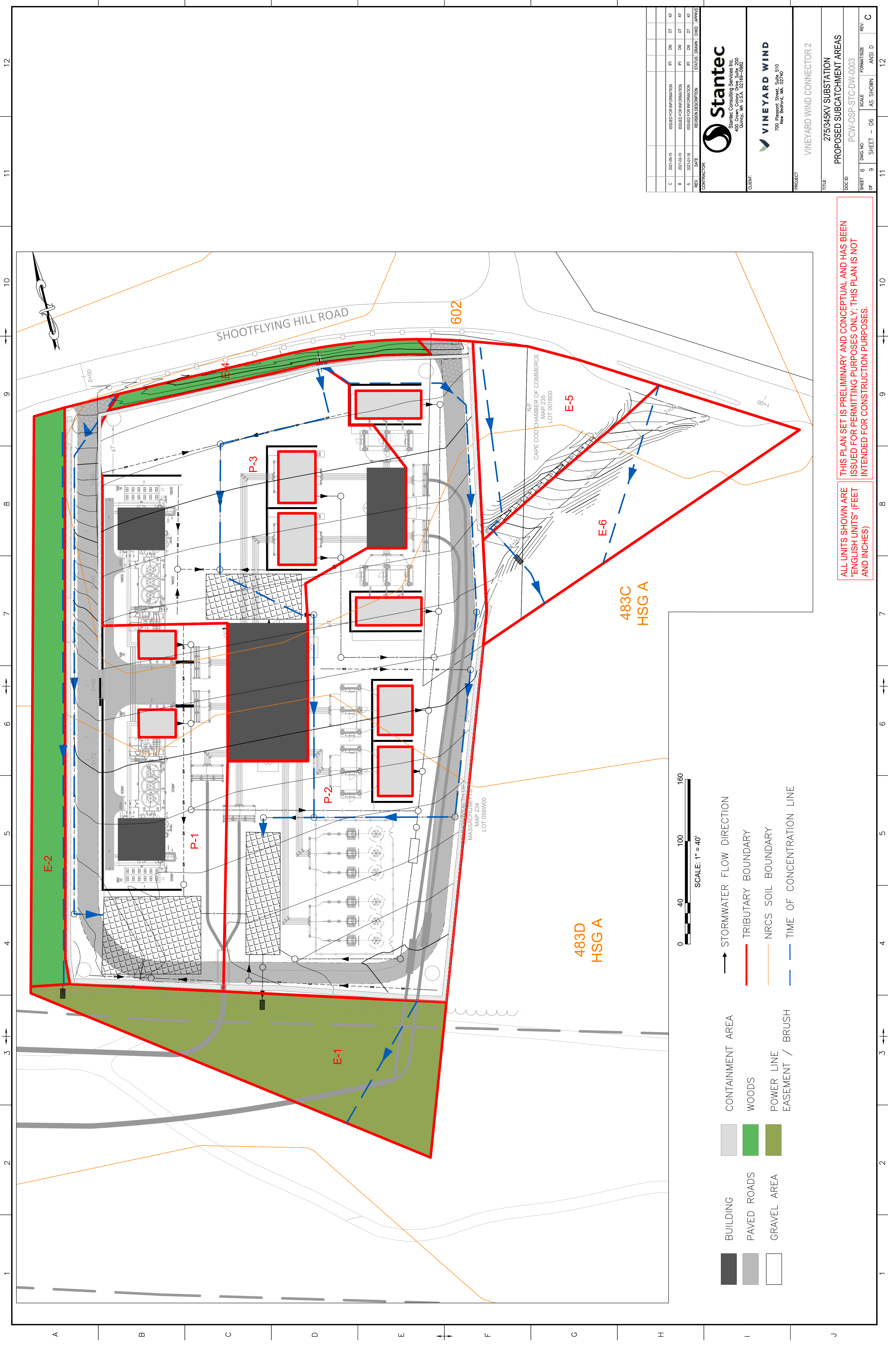
ZONING DISTRICTS	MINIMUM LOT AREA (SQUARE FEET)	MINIMUM LOT FRONTAGE (FEET)	MINIMUM LOT WIDTH (FEET)	MINIMUM YARD SETBACKS (FEET)	MAXIMUM BUILDING HEIGHT (FEET)
RF-1	43,560	20	125	FRONT 30, SIDE 15, REAR 15	30'
RF	43,560	150	--	FRONT 30, SIDE 15, REAR 15	30'

OR 2 1/2 STORIES, WHICHEVER IS LESS

SCALE: 1" = 40'

THIS PLAN SET IS PRELIMINARY AND CONCEPTUAL AND HAS BEEN ISSUED FOR PERMITTING PURPOSES ONLY; THIS PLAN IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

ALL UNITS SHOWN ARE "ENGLISH UNITS" (FEET AND INCHES)



REV.	DATE	REVISION DESCRIPTION	STATUS	DRAWN	CHECK	APPROVED
C	2021-06-15	ISSUED FOR INFORMATION	IF	DM	DT	KF
B	2021-02-10	ISSUED FOR INFORMATION	FI	DM	DT	KF
A	2021-01-18	ISSUED FOR INFORMATION	FI	DM	DT	KF

Stantec
 Stantec Consulting Services Inc.
 400 Crown Colony Drive Suite 200
 Quincy, MA U.S.A. 02169-0882

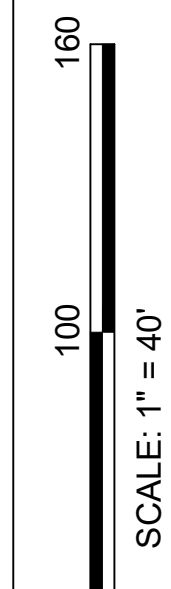
VINEYARD WIND
 700 Pleasant Street, Suite 510
 New Bedford, MA 02740

PROJECT: VINEYARD WIND CONNECTOR 2

TITLE: 275/345KV SUBSTATION PROPOSED SUBCATCHMENT AREAS

PROJ. NO.: PCW-OSP-STC-DW-0003

SHEET 6 OF 9
 DATE: SHEET - 06
 SCALE: AS SHOWN
 ANSIT: D
 REV: C

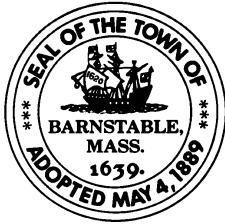


- BUILDING
- PAVED ROADS
- GRAVEL AREA
- CONTAINMENT AREA
- WOODS
- POWER LINE EASEMENT / BRUSH
- STORMWATER FLOW DIRECTION
- TRIBUTARY BOUNDARY
- NRCS SOIL BOUNDARY
- TIME OF CONCENTRATION LINE

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Exhibit E



The Town of Barnstable

Department of Public Works

382 Falmouth Road, Hyannis, MA 02601
508.790.6400



Daniel W. Santos, P.E.
Director

Robert R. Steen, P.E.
Assistant Director

MEMORANDUM

To: Theodore A Barten, P.E., Epsilon Associates, Inc.

From: Griffin Beaudoin, P.E., Town Engineer

Via: Daniel W. Santos, P.E., Director

Cc: Mark S. Ells, Town Manager
Charlie McLaughlin, Assistant Town Attorney

Date: March 15, 2022

Subject: Park City Wind Substation Review

This memorandum has been prepared to summarize my review comments for the Park City Wind Substation. This review is based upon a review of the documentation submitted by the applicant as part of the project's Final Environmental Impact Report, dated November 15, 2021.

Generally speaking, the stormwater and containment design appears to be acceptable and in accordance with best engineering practices and the performance standards agreed upon by PCW and the Town.

The following comments shall be addressed, in consultation with the Town, prior to construction:

- Provide final construction drawings and calculations addressing all comments herein to the Town Engineer's office for review and comment at least 45 days prior to the anticipated commencement of construction.
 - As per our discussions, we expect and request that we hold iterative design progress meetings.
- SPCC: Provide a copy of the Spill Prevention, Control and Countermeasures (SPCC) Plan for review and discussion prior to finalizing the SPCC for agency submittal. Final stamped SPCC shall be provided to the Town once completed and fully approved.

- PCW shall provide documentation of compliance with the SPCC Plan to the Town at the annual review outlined in the Host Community Agreement and upon request at any time throughout the life of the project.
- O&M Plan: Provide a copy of the Stormwater BMP Operation and Maintenance Plan for review and approval.
 - PCW shall provide documentation of compliance with the O&M Plan to the Town at the annual review outlined in the Host Community Agreement and upon request at any time throughout the life of the project.
- Containment
 - Provide MSDS sheets for all fluids of concern (di-electric fluid, etc).
 - Provide manufacturer provided cut sheets confirming fluid volumes for each piece of equipment and final sizing calculations for each containment system.
 - Provide sizing calculations for the Petro-barrier system. Confirm that one Petro-barrier is sufficient for this size containment system.
 - Provide and operation and maintenance plan for the Petro-barrier media.
 - The SPCC and/or the O&M plan need to address:
 - How the contaminated water will be removed from the containment area in the event of a spill.
 - How the Petro-barrier media is replaced in the event of a spill.
 - A downgradient manual shutoff valve should be considered to address this interim condition.
 - Please provide detail on all equipment alarms for spills / releases.
 - Any variations from the specified products (Petro-barrier, etc) shall be reviewed with the Town Engineer for approval.
- Oil Water Separator
 - Provide final sizing calculations and cut sheet of final selected equipment for review.
 - OWS should include alarms for:
 - Presence of oils/hydrocarbons
 - High Level
 - Leakage
 - O&M Plan shall address maintenance of the oil water separator.
 - Any variations from the specified products (Highland) shall be reviewed with the Town Engineer for approval.
- Stormwater System
 - Provide vortex sizing calculations.
 - Deep sump catch basins shall have oil hoods on outlet pipes (not shown on details).

- Stormwater management plan report provided is not stamped. Please provide stamped version for our files, including the O&M Plan and Checklist.
- Confirm that the manholes on the south side of P-1 and P-2 include Vortex devices (not labeled as such).
- Provide detail of the stormwater conveyance adjacent to the retaining walls on the east, west and south sides. Clarify if a swale is being proposed.
- Any significant changes to the site grading and stormwater conveyance design shall be reviewed with the Town Engineer for approval.
- Monitoring Wells
 - Where are the monitoring wells installed/to be installed on the site. They are not shown on the drawings.
- Coordination with the Cape Cod Rail Trail Extension
 - The Town is currently planning an extension of the Cape Cod Rail Trail (CCRT) which would include construction of the trail along the frontage of the substation property. In order to support this project, I would request consideration for shifting the northerly retaining wall slightly farther south and raising the top of wall height to approximately that of the adjacent roadway (Shootflying Hill Road). The CCRT project will require approximately 25-30 feet from the existing edge of pavement to the retaining wall, with approximately 20 feet relatively flat (2% slope max toward roadway) to support the installation. An easement over this portion of the property would be necessary to support the CCRT extension.

Please let me know if you would like to discuss any of these comments in further detail.

End of Memorandum