

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

WHEREAS, the Bureau of Ocean Energy Management (BOEM) plans to authorize construction and operation of the South Fork Wind Farm and South Fork Export Cable Project (Project) pursuant to Section 8(p)(1)(C) of the Outer Continental Shelf (OCS) Lands Act (43 U.S.C. 1337(p)(1)(C)), as amended by the Energy Policy Act of 2005 (Public Law No. 109-58) and in accordance with Renewable Energy Regulations at 30 Code of Federal Regulations (CFR) Part 585; and

WHEREAS, BOEM has determined that the Project constitutes an undertaking subject to Section 106 of the National Historic Preservation Act (NHPA), as amended (54 USC 306108), and its implementing regulations (36 CFR 800); and

WHEREAS, BOEM plans to approve with conditions the Construction and Operations Plan (COP) submitted by South Fork Wind, LLC (SFW); and

WHEREAS, the construction, operation, maintenance, and eventual decommissioning of the Project, planned for up to 15 offshore Wind Turbine Generators (WTGs), an offshore and an onshore substation, offshore and onshore export cables, and an onshore operations and maintenance (O&M) facility, will adversely affect historic properties as defined under 36 CFR 800.16(l); and

WHEREAS BOEM has prepared an Environmental Impact Statement (EIS) for the Project pursuant to the National Environmental Policy Act (42 USC 4321 et seq.) (NEPA) and has coordinated the NEPA process with its Section 106 consultation; and

WHEREAS the Project is within a commercial lease area that has been subject to previous NHPA Section 106 review by BOEM regarding the issuance of the commercial lease and approval of site assessment activities. The commercial lease area is also subject to two prior Programmatic Agreements (PAs), regarding the leasing and site assessment activities offshore Massachusetts and Rhode Island (*Programmatic Agreement Among The U.S. Department of the Interior, Bureau of Ocean Energy Management; The State Historic Preservation Officers of Massachusetts and Rhode Island; The Mashpee Wampanoag Tribe; The Narragansett Indian Tribe; The Wampanoag Tribe of Gay Head (Aquinnah); and The Advisory Council on Historic Preservation; Regarding the “Smart from the Start” Atlantic Wind Energy Initiative: Leasing and Site Assessment Activities offshore Massachusetts and Rhode Island;* and regarding review of OCS renewable energy activities offshore New Jersey and New York (*Programmatic Agreement Among The U.S. Department of the Interior, Bureau of Ocean Energy Management, The State Historic Preservation Officers of New Jersey and New York, The Shinnecock Indian Nation, and The Advisory Council on Historic Preservation Regarding Review of Outer Continental Shelf Renewable Energy Activities Offshore New Jersey and New York Under Section 106 of the National Historic Preservation Act*); and

WHEREAS, consistent with 36 CFR 800.16(d) and BOEM’s *Guidelines for Providing Archaeological and Historic Property Information Pursuant to 30 CFR Part 585* (May 27, 2020), BOEM has defined the area of potential effects (APE) for the undertaking as the depth and breadth of the seabed potentially impacted by any bottom-disturbing activities, constituting the marine archaeological resources portion of the APE (marine APE); the depth and breadth of terrestrial areas potentially impacted by any ground disturbing activities, constituting the terrestrial archaeological resources portion of the APE

(terrestrial APE); the viewshed from which offshore or onshore renewable energy structures would be visible, constituting the viewshed portion of the APE (viewshed APE); and any temporary or permanent construction or staging areas that may fall into any of the aforementioned offshore or onshore portions of the APE (see Attachment 1 overview map); and

WHEREAS, BOEM has identified 113 aboveground historic properties in the offshore Project components' portion of the viewshed APE and four historic properties in the onshore Project components' portion of the viewshed APE; four shipwrecks and eight ancient submerged landforms and features (ASLFs) in the marine APE; and no historic properties in the terrestrial APE; and

WHEREAS, within the range of Project alternatives analyzed in the EIS, BOEM determined that 10 aboveground historic properties would be subject to adverse visual effects from WTGs, five ASLFs would be adversely affected due to physical disturbance from export cable construction, and no historic properties in the terrestrial APE would be adversely affected with implementation of the undertaking; and

WHEREAS, BOEM has determined that the avoidance measures identified in this MOA will avoid adverse effects to 103 aboveground historic properties in the offshore Project components' portion of the viewshed APE and four historic properties in the onshore Project components' portion of the viewshed APE, and to four shipwrecks and three ASLFs in the marine APE; and

WHEREAS, BOEM has determined all of the ASLFs identified in the marine APE are eligible for the National Register of Historic Places (NRHP) under Criteria A and D and has determined, under each of the Project alternatives analyzed in the EIS, that the undertaking will adversely affect the following five ASLFs: SFEC-CF-3, SFEC-CF-5, SFEC-CF-7, SFEC-CF-9, SFEC-CF-13; and

WHEREAS, under each of the Project alternatives analyzed in the EIS, the undertaking would have an adverse effect on these 10 aboveground historic properties: Block Island Southeast Lighthouse National Historic Landmark (NHL), Old Harbor Historic District, Spring House Hotel, Spring House Hotel Cottage, Spring Street Historic District, Capt. Mark L. Potter House, Vaill Cottage, Gay Head Light (MHC #GAY.900), Gay Head – Aquinnah Shops (MHC #GAY.B), Vineyard Sound and Moshup's Bridge Traditional Cultural Property (TCP); and

WHEREAS, BOEM has consulted with the Massachusetts State Historic Preservation Officer (SHPO), the Rhode Island SHPO, and the New York SHPO pursuant to the Section 106 regulations, including consideration of the potential effects to the NHLs as required under NHPA Section 110(f) (54 USC 306107) and 36 CFR 800.10; and

WHEREAS, throughout this document the term 'Tribe,' has the same meaning as 'Indian Tribe,' as defined at 36 CFR 800.16(m); and

WHEREAS, BOEM has consulted with the following federally recognized Tribes who may attach religious and cultural significance to historic properties in the APE: the Mashantucket Pequot Tribal Nation, Mohegan Tribe of Indians of Connecticut, Narragansett Indian Tribe, Mashpee Wampanoag Tribe, Shinnecock Indian Nation, Delaware Tribe of Indians, Delaware Nation, and Wampanoag Tribe of Gay Head (Aquinnah); and

WHEREAS, the Mashantucket Pequot Tribal Nation, Mashpee Wampanoag Tribe, and Wampanoag Tribe of Gay Head (Aquinnah) have requested to be invited signatories and BOEM has invited them to be invited signatories to this MOA pursuant to 36 CFR 800.6; and

WHEREAS, BOEM invited the Narragansett Indian Tribe to sign the MOA as an invited signatory due to the Tribe's participation in other related on-going agreements with BOEM in the geography of the APE and its earlier participation in this consultation; and

WHEREAS, in accordance with 36 CFR 800.3, BOEM invited other federal agencies, state and local governments, and additional consulting parties with a demonstrated interest in the undertaking to participate in this consultation, the list of those accepting participation and declining to participate by either written response or no response to direct invitations are listed in Attachment 2; and

WHEREAS, BOEM has consulted with SFW in its capacity as applicant seeking federal approval of the COP, and, because SFW has responsibilities under the MOA, BOEM has invited the applicant to be an invited signatory to this MOA; and

WHEREAS, construction of the Project requires a Department of the Army permit from the United States Army Corps of Engineers (USACE) for activities which result in the discharge of dredged or fill material into jurisdictional wetlands and/or other waters of the United States pursuant to Section 404 of the Clean Water Act, and activities occurring in or affecting navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act; and

WHEREAS, BOEM invited USACE to consult since USACE will be issuing permits for this Project under Section 404 of the Clean Water Act (33 USC 1344) and Section 10 of the Rivers and Harbors Act (33 USC 403); and

WHEREAS, the USACE designated BOEM as the Lead Federal Agency pursuant to 36 CFR 800.2(a)(2) to act on its behalf for purposes of compliance with Section 106 for this Project (in a letter dated November 6, 2018), and USACE has accepted the invitation to sign this MOA as a concurring party; and

WHEREAS, BOEM has notified the Secretary of the Interior (SOI), through the National Park Service (NPS) as the SOI's delegate, of consultation involving NHLs and has invited the NPS to participate in the consultation for this Project, the NPS has chosen to participate in the consultation pursuant to 36 CFR 800.10(c), and BOEM has invited the NPS to sign this MOA as a concurring party; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), BOEM has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, including requesting that the ACHP consult on the resolution of adverse effects to the NHL pursuant to 36 CFR 800.10(b), and the ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, BOEM has consulted with the signatories, invited signatories, and consulting parties participating in the development of this MOA regarding the definition of the undertaking, the delineation of the APEs, the identification and evaluation of historic properties, the assessment of potential effects to the historic properties, and on measures to avoid minimize, and mitigate adverse effects to historic properties; and

WHEREAS, BOEM has planned and is taking action to avoid adverse effects to six NHLs in the viewshed APE—The Breakers, Marble House, Bellevue Avenue Historic District, Ocean Drive Historic District, Battle of Rhode Island Historic District, and Montauk Point Lighthouse—as explained in BOEM's 2021 *Finding of Adverse Effect for the South Fork Wind Farm and South Fork Export Cable Construction and Operations Plan* (hereafter, the Finding of Effect, and dated August 2021), such measures to include WTG size and spacing considerations as well as the established distance of the Project from these NHLs; and

WHEREAS, BOEM has, to the maximum extent possible, undertaken planning and actions to minimize harm to the one NHL (Block Island Southeast Lighthouse) that may be directly and adversely affected by the undertaking, including consultation on and execution of this MOA; and

WHEREAS, BOEM has determined that: all feasible alternatives, including all feasible WTG layouts, would result in adverse visual effects to the Block Island Southeast Lighthouse NHL; the magnitude of the visual effects on the NHL is minor given the small number of WTGs, their distance from the NHL, and the presence of existing WTGs visible from the NHL; and this undertaking contributes to the public interest in using the OCS to develop clean energy sources; and

WHEREAS, BOEM has planned actions to minimize adverse effects and harm to Block Island Southeast Lighthouse NHL, including: planned distance of the SFW Lease Area from the NHL, uniform WTG design, speed, height, and rotor diameter to reduce visual contrast, uniform spacing of WTGs to decrease visual clutter, reduced number of constructed WTGs from 15 to 12, and lighting and marking requirements to minimize visibility; and BOEM has planned actions through the development of this MOA to mitigate adverse effects to Block Island Southeast Lighthouse NHL after application of minimization actions; and

WHEREAS, pursuant to 36 CFR 800.6, certain consulting parties have been invited to sign this MOA as invited signatories and the consulting parties as listed in Attachment 2 are invited to sign this MOA as concurring parties, however the refusal of any consulting party to sign this MOA or otherwise concur does not invalidate or affect the effective date of this MOA, and consulting parties who choose not to sign this MOA will continue to receive information if requested and have an opportunity to participate in consultation as specified in this MOA; and

WHEREAS, the signatories agree, consistent with 36 CFR 800.6(b)(2), that adverse effects will be resolved in the manner set forth in this MOA; and

WHEREAS, BOEM sought and considered the views of the public regarding Section 106 for this Project through the NEPA process by holding public scoping meetings when initiating the NEPA and NHPA Section 106 review and in public meetings related to the Draft EIS; and

WHEREAS, BOEM made the first Draft MOA available to the public for review and comment from August 23, 2021, to September 27, 2021, and made an updated version of the Draft MOA available to the public from October 22, 2021, to November 9, 2021, using BOEM's Project website, and BOEM did not receive any comments from the public; and

NOW, THEREFORE, BOEM and the Massachusetts SHPO, the Rhode Island SHPO, the New York SHPO, and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

BOEM, with the assistance of SFW, shall ensure that the following measures are carried out as conditions of its approval of the undertaking:

I. MEASURES TO AVOID ADVERSE EFFECTS TO IDENTIFIED HISTORIC PROPERTIES

A. Marine APE

1. BOEM will include the following avoidance measures for adverse effects within the marine APE as conditions of approval of the SFW COP:
 - i. SFW will avoid shipwrecks and potentially significant debris fields previously identified during marine archaeological resource assessments for the Project by a distance of no less than 50 meters from the known extent of the resource for placement of Project structures and when conducting seafloor-disturbing activities.

- ii. SFW will use the micrositing of Project installation and seafloor-disturbing activities to avoid three ASLFs (as determined in BOEM’s Finding of Effect) and to avoid, if possible, or minimize disturbance of the other five ASLFs previously identified during marine archaeological surveys of the Project, to the extent practicable (as determined in the Finding of Adverse Effect).

B. Viewshed APE

1. BOEM will include the following avoidance measures for adverse effects within the viewshed APE as conditions of approval of the SFW COP:
 - i. To maintain avoidance of adverse effects to historic properties in the viewshed APE where BOEM determined no adverse effects or where no effects would occur, BOEM will require SFW to ensure Project structures are within the design envelope, sizes, scale, locations, lighting prescriptions, and distances that were used by BOEM to inform the definition of the APE for the Project and for determining effects in the Finding of Effect (see the *Construction & Operations Plan: South Fork Wind Farm*, May 7, 2021). Within that design envelope, SFW will use WTGs of 6 to 12 megawatts in size, not exceeding 840 feet in height above mean sea level to blade tip, and set on a monopole foundation not exceeding 11 meters in pile diameter. SFW has committed to siting WTGs in a grid with approximately 1.15 mile by 1.15 mile (1 nautical mile [NM]) spacing that aligns with other proposed adjacent offshore wind projects in the Rhode Island-Massachusetts Wind Energy Area. Micro-siting of foundations will occur in the lease area within a 500-foot radius around locations identified in the indicative layout scenario, while maintaining the 0.6-nm-wide transit lanes as recommended by the U.S. Coast Guard. As it relates to six NHLs in the viewshed APE—The Breakers, Marble House, Bellevue Avenue Historic District, Ocean Drive Historic District, Battle of Rhode Island Historic District, and Montauk Point Lighthouse—the above measures, as well as the established distance of the Project from these NHLs would avoid adverse effects to these NHLs.

II. MEASURES TO MINIMIZE ADVERSE EFFECTS TO IDENTIFIED HISTORIC PROPERTIES

A. Marine APE

1. BOEM will include the following minimization measures for adverse effects within the marine APE as conditions of approval of the SFW COP:
 - i. SFW will install cabling at a target depth of 4 to 6 feet, and no more than 15 feet, to minimize and potentially avoid impacts to any deeply buried archaeological deposits at ASLFs.
 - ii. SFW will use a mechanical cutter, mechanical plow, and/or jet plow to install cable to reduce the amount of seabed impact relative to the amount that would result from mechanical dredging, which would assist in limiting the construction footprint and work areas at any adversely affected ASLFs in the South Fork Export Cable (SFEC) construction corridor where seabed conditions allow. As-built drawings that SFW will provide to BOEM will identify where target burial depth is not achieved using mechanical cutter, mechanical plow, and/or jet plow. Once accepted by BOEM, SFW will include this documentation in the subsequent annual report provided under the Monitoring and Reporting Stipulation (Stipulation X) including the reasons why these methods could not be achieved.

B. Viewshed APE

1. BOEM has undertaken planning and actions to minimize adverse effects and harm to Block Island Southeast Lighthouse NHL, including the minimization measures specified below and described in BOEM's Finding of Effect. These minimization measures will also minimize adverse effects to the other aboveground historic properties in the view shed APE. BOEM will include these minimization measures for adverse effects within the viewshed APE as conditions of approval of the SFW COP:
 - i. SFW will use uniform WTG design, speed, height, and rotor diameter to reduce visual contrast and decrease visual clutter.
 - ii. SFW will install no more than 12 WTGs.
 - iii. SFW will color the WTGs an off white/gray color (no lighter than RAL 9010 Pure White and no darker than RAL 7035 Light Gray), prior to commercial operation to reduce visual contrast during daytime hours.
 - iv. SFW will use uniform spacing of 1 NM (1.15 mile) to decrease visual clutter, consistent with spacing across the Rhode Island-Massachusetts Wind Energy Areas, aligning WTGs to allow for safe transit corridors.
 - v. SFW will use an aircraft detection lighting system (ADLS) to limit the time in which WTG lights are on and visible from adversely affected properties. Lighting used will be consistent with BOEM's *Guidelines for Lighting and Marking of Structures Supporting Renewable Energy Development* (April 28, 2021) to reduce light intrusion. SFW will provide the technical specifications of the ADLS to signatories, invited signatories, and consulting parties before installation of WTGs and BOEM will include these specifications as an attachment to this MOA.

III. MEASURES TO MITIGATE ADVERSE EFFECTS TO IDENTIFIED HISTORIC PROPERTIES

- A. BOEM, with the assistance of SFW, will develop and implement Historic Properties Treatment Plans (HPTPs) pursuant to Stipulation IV below in consultation with the signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in a specific historic property. HPTPs will provide the details and specifications for actions, consisting of or at least equivalent to those substantive baseline mitigation measures BOEM has identified in Stipulation III.B and III.C below to resolve the adverse effects to each historic property. (Throughout this MOA the term "substantive baseline" refers to these mitigation measures.) The range of mitigation measures and conditions specified at III.B and III.C for potential inclusion in the HPTPs were developed by individuals who meet the qualifications specified in the SOI's Qualifications Standards for Archeology, History, Architectural History, and/or Architecture (36 CFR 61, Appendix A) and are appropriate to fully address the nature, scope, size, and magnitude of adverse effects including cumulative effects caused by the Project, NRHP-qualifying characteristics of each historic property that would be affected, and the heightened significance and concerns of the NHL. These mitigation measures also include actions to respond to some reasonably foreseeable hazards unrelated to the Project that pose risks to the long-term preservation of affected historic properties, such as climate change. The HPTPs will be developed and implemented following the process described in Stipulation IV to ensure such measures provide adequate details on specific measures and are carried out fully, and effectively.

B. Marine APE

1. BOEM will require, with the assistance of SFW, the development and implementation of an HPTP that includes the following mitigation measures to resolve adverse effects within the marine APE:
 - i. Mitigation measures for the ASLFs (SFEC-CF-3, SFEC-CF-5, SFEC-CF-7, SFEC-CF-9, and SFEC-CF-13). Additional investigations within the SFEC construction corridor will be performed by SFW at the ASLFs adversely affected by SFEC construction. These investigations will be conducted by an SFW-assembled team, qualified in marine archaeology and that meet SOI Professional Qualifications Standards in archaeology (Stipulation VII). SFW will work with BOEM, the New York SHPO as appropriate to the property location, invited signatories, and consulting parties who have a demonstrated interest in the property to develop a HPTP (pursuant to Stipulation IV). SFW will be responsible for funding the mitigation measures specified in the HPTP (see Attachment 3 for proposed funding amounts). The potential mitigation measures listed below were presented during previous Section 106 consultation meetings for this Project and serve as part of the Substantive Baseline of specific mitigation measures that is sufficient to resolve the adverse effects to the ASLFs. The HPTP will provide the details and specifications for actions, consisting of or at least equivalent to these mitigation measures. BOEM, in consultation with the signatories, invited signatories, and consulting parties who have a demonstrated interest in the ASLFs, will ensure that any deviations in the HPTP from the measures listed below will remain comparable to the Substantive Baseline established in this list. The ASLFs' mitigation measures and supporting actions to resolve adverse effects will be developed from the following:
 - a. Prior to commencing seafloor disturbing construction activities for the SFEC at the affected ASLF, SFW will conduct geotechnical investigations by collecting vibracore samples of the Project-affected ASLFs to obtain physical samples of preserved terrestrial soils and associated sediments sufficient for detailed analyses and interpretations of ancient environmental conditions and changes to the ancient terrestrial landscape prior to, or during, submergence of the landscape. To avoid unnecessary disturbance of the ASLFs, vibracores will be placed within areas of anticipated Project-related seabed disturbance where feasible. Any sampling of ASLFs elements located outside areas of anticipated construction activities will be minimized and only considered where necessary to meet research objectives developed through consultation on the HPTP.
 - b. Apply suitable archaeological techniques for identifying and recovering cultural materials, such as small stone debris associated with the ancient manufacture of stone tools, potential food remains, or other direct or indirect evidence of ancient indigenous use of the ASLFs, as may be present within vibracore samples.
 - c. BOEM and SFW will provide opportunity for consulting Tribes to refine the geotechnical survey focus and scope within the SFEC construction corridor to formally include TCPs, if any, consistent with 36 CFR 800.4(b)(2). This purposeful effort will be jointly led by Tribes and the marine archaeologists team to facilitate the sharing of marine data with all parties, conditioned on the consulting Tribe's consent to share that information.
 - d. Collaborate with the consulting Tribes on the selection of sampling locations within the SFEC construction corridor to enhance collection and interpretations of data of interest to archaeological and traditional cultural practitioners and knowledge keepers.

- e. Collaborate with the consulting Tribes on laboratory analyses to enhance opportunities to address research questions of interest to archaeologists and indigenous knowledge keepers.
- f. Provide geographic information systems (GIS) data sharing via an open source, accessible software platform among consulting Tribes to enhance aggregation of ASLFs information from research conducted on the northeastern United States OCS.
- g. Prepare interpretive reports or presentations for inter- or intra-tribal use to share new knowledge obtained from the SFW investigations and appreciation of indigenous traditions regarding the OCS.
- h. With the consent of the consulting Tribes, publish and/or present the results of the investigations for professional archaeological audiences to enhance future identification and preservation opportunities related to ASLFs resources on the OCS.
- i. SFW funding towards the environmental and archaeological analyses of ASLFs samples, consistent with options listed above, will be inclusive of appropriate compensation for participation by tribal representatives and researchers of consulting Tribes.

C. Viewshed APE

1. BOEM will resolve the adverse effects, to the Block Island Southeast Lighthouse NHL and the other historic properties (Old Harbor Historic District, Spring House Hotel, Spring House Hotel Cottage, Spring Street Historic District, Capt. Mark L. Potter House, Vaill Cottage, Gay Head Light, Gay Head – Aquinnah Shops, Vineyard Sound and Moshup’s Bridge TCP) that may be adversely affected due to visual effects from the Project, through the development and implementation of one or multiple HPTPs. BOEM and SFW will ensure the following requirements, relevant to each specific historic property at III.C.1.i-vi, are included in that property’s HPTP(s) regardless of the specific mitigation measures to be implemented. The mitigation measures to resolve adverse effects for the 10 adversely affected historic properties follow at III.C.2.
 - i. Block Island Southeast Lighthouse NHL. After application of the measures in Stipulation II to minimize adverse effects to Block Island Southeast Lighthouse NHL, BOEM requires further mitigation of adverse effects to the NHL, at least equivalent to the Substantive Baseline of mitigation measures included in Stipulation III.C.2 below that reflect the heightened, national importance of the property and are appropriate in scope, scale, and nature to the adverse effect, pursuant to SOI Standards and Guidelines for Federal Agency Historic Preservation Programs Pursuant to the National Historic Preservation Act; 63 FR 20495-2058. The mitigation of adverse effects to the Block Island Southeast Lighthouse NHL will be memorialized in a HPTP. The conditions of the historic preservation easement held by the Rhode Island Historical Preservation and Heritage Commission (RIHPHC) will be met for mitigation applied at the Block Island Southeast Lighthouse NHL. Any on-site mitigation work will additionally follow Town of New Shoreham’s Building, Zoning, Land Use and Planning requirements as appropriate for local permitting, in addition to applying select mitigation as specified in Stipulation III.C.2.
 - ii. Old Harbor Historic District, Spring House Hotel within the district, and the connected Spring House Hotel Cottage. Any on-site mitigation work at these properties within the Town of New Shoreham’s Historic District Overlay for zoning will follow the town’s Historic District Commission Guidelines and its Building, Zoning, Land Use and Planning

- requirements, as appropriate for local permitting, in addition to applying select mitigation as specified in Stipulation III.C.2. Any mitigation work within the Old Harbor Historic District on historic properties that are subject to historic preservation easements, such as those held by the RIHPHC, will meet the conditions in the historic preservation easement.
- iii. Vaill Cottage. Any on-site mitigation work at historic properties beyond the Town of New Shoreham's Historic District Overlay for zoning will pursue design and construction approaches fitting to the island's traditional style in accordance with the town's most current Comprehensive Plan at the time this MOA is executed and will follow the town's Building, Zoning, Land Use and Planning requirements, as appropriate for local permitting, in addition to applying select mitigation as specified in Stipulation III.C.2.
 - iv. Gay Head Light. For any select mitigation performed directly on Gay Head Light, the HPTP will be consistent with the Preservation Restriction at Massachusetts General Law Chapter 184, Section 31-33. To meet the Preservation Restriction, SFW will submit proposed scopes of work, draft text, design specifications, and any other associated materials to the Gay Head Lighthouse Advisory Board and the Massachusetts SHPO for review and comment as they are developed, and no less than 30 days prior to commencement of the work. Massachusetts SHPO will review and approve the HPTP under the terms of Preservation Restriction.
 - v. Gay Head – Aquinnah Shops. Any physical repairs or other alterations of buildings, features, or landscape elements will be consistent with the Decision of the Martha's Vineyard Commission Designating Gay Head Cliffs as District of Critical Planning Concern (May 4, 1989) and on-site mitigation work within this historic district will follow the Town of Aquinnah's Zoning By-laws, as appropriate for local permitting, in addition to applying select mitigation as specified in Stipulation III.C.2.
 - vi. Vineyard Sound and Moshup's Bridge TCP. SFW will develop the HPTP on this historic property in collaboration with Tribal Historic Preservation Officer(s) from the Wampanoag Tribe of Gay Head (Aquinnah) and Mashpee Wampanoag Tribe, in addition to Massachusetts SHPO, in recognition of the fact that the Tribes are the cultural bearers of their oral history.
2. Mitigation measures for the 10 adversely affected historic properties identified in the viewshed APE.
 - i. To resolve adverse effects to these properties, SFW will work with BOEM, the Rhode Island or Massachusetts SHPO as appropriate to the property location, invited signatories, and property owners and consulting parties who have a demonstrated interest in each affected property to develop a HPTP. The mitigation measures listed below serve as part of the Substantive Baseline. The Substantive Baseline provides the specific mitigation, sufficient to resolve adverse effects for each historic property. These mitigation measures may be refined through the HPTP consultation process in Stipulation IV. The mitigation measures were presented during previous Section 106 consultation meetings for this Project. SFW will be responsible for funding the mitigation measures specified in the HPTP. See Attachment 3 for proposed budgets for each mitigation effort, reflecting good faith estimates, based on the experience of qualified consultants with similar activities and comparable historic properties. The signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in each affected historic property may develop an HPTP for a single property or--if SFW, a majority of the parties, and the relevant SHPO agree (and that agreement is confirmed by BOEM)--a group of properties. The mitigation measures are designed to replace the lost value from the diminishment of

the historic property's integrity by the Project with outcomes that are in the public interest. The HPTP will provide the details and specifications for the actions, consisting of or at least equivalent to the mitigation measures in subsections a through l below. BOEM, in consultation with the signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in each affected historic property, will ensure that any deviations from the measures listed below for each historic property, as reflected in the HPTP, will remain comparable to the Substantive Baseline established in this list. The viewshed mitigation measures and supporting actions to resolve adverse effects will be developed from the following:

- a. Block Island Southeast Lighthouse Interpretation and Education. The HPTP will direct the design and development of interpretive exhibits and/or public education materials to present the history of shoreline change from the period of lighthouse construction to the present, the mechanisms of bluff retreat, and how the integrity of the Block Island Southeast Lighthouse's historic setting atop the bluffs contributes to the significance of the NHL with the goal of enhancing public awareness and appreciation of the Block Island Southeast Lighthouse NHL's historic setting and location atop Mohegan Bluff and the hazards posed by sea level rise and coastal erosion.
- b. Resilience planning for Block Island Southeast Lighthouse NHL. The HPTP will address research on feasible means of addressing current or foreseeable hazards to Block Island Southeast Lighthouse presented by coastal bluff erosion or other environmental conditions connected to the lighthouse location on an exposed, eroding coastal bluff.
- c. Establish cyclical maintenance plans for the Block Island Southeast Lighthouse NHL. The HPTP will address the creation or enhancement of a cyclical maintenance plan for the Block Island Southeast Lighthouse to assist in the long-term historic property preservation and to maintain it in good repair and sound structural condition. Such a cyclical maintenance plan may include: an inventory and description of character-defining architectural features consistent with NPS' *Preservation Brief 17: Architectural Character – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character*; photo-documentation of existing conditions; a schedule of inspection activities to identify and prioritize repairs; and cost estimates for common, reoccurring maintenance activities to assist in financial planning.
- d. Preserve Gay Head Light through restoration work. The Gay Head Light Advisory Board has identified repairs to masonry as a crucial preservation need, to address deterioration from years of exposure to the seacoast environment. This work could consist of the repointing of all open and recessed joints on the exterior and interior brick; repairing a cracked lintel over a doorway; and the filling of open masonry joints on the interior and exterior of the brownstone course. The HPTP will include a schedule for the development and submittal of draft scopes of works, project plans, and design specifications for rehabilitation to the Massachusetts Historical Commission, as well as the Gay Head Light Advisory Board and the Town of Aquinnah.
- e. Restoration and maintenance work at Gay Head – Aquinnah Shops. The HPTP(s), at a minimum, will include a maintenance and repair plan for buildings and associated landscape features that can extend to funding specific measures. Consideration will be given to retention of historic materials, architectural features and character, and historic uses, such as by Wampanoag vendors and tenants at Gay Head – Aquinnah Shops.
- f. Coastal hazard planning and implementation of measures to mitigate the risks of sea

level rise, coastal storms, and associated shoreline erosion that may threaten the historic properties adversely affected by the Project. Reasonably foreseeable coastal hazards will affect the inner harbor section of the Old Harbor District at New Shoreham, which is integral to the historical development of the district and its maritime setting. This HPTP, at a minimum, will include a coastal hazard plan that can extend to funding specific mitigation measures. To aid in mitigating such coastal hazards, the HPTP will review state coastal resource management regulations, town ordinances, and other permitting or regulatory requirements for any engineering efforts funded under this measure. SFW will consult with qualified civil engineers, coastal geologists, and other relevant specialists, as appropriate, to identify reasonable and feasible mitigation planning and implementation measures that enhance the long-term historic preservation of adversely affected historic properties and associated shoreline features that support them.

- g. Develop NRHP nomination forms for adversely affected historic properties that are not yet listed on the NRHP or updated nomination forms for those that are listed. The HPTP will include specific measures required for developing and completing NRHP nomination forms including timeframes allowable for participating parties to review and comment on the draft(s) of the nomination forms. For unlisted properties, this may encompass the Spring Street Historic District, Mark L. Potter House, and Vaill Cottage, where the recommendations for NRHP nomination would consider the historic development of summer homes on Block Island; the specific historical association of the subject properties with the scenic maritime and bluff setting; and the social and economic history of summer residents on Block Island and their contribution to the unique culture of the island's communities and the island's social vitality. For listed historic properties, this could provide better detail on the important elements of the property that contribute to its NRHP eligibility that may not have been well specified in original nominations and could address changes in the property since the original nomination.
- h. Enhance public awareness, appreciation, and understanding of the historic resort industry and community at New Shoreham and exemplifying Block Island's historic hospitality and recreation properties with the development of exhibits and/or other public educational materials on the Old Harbor Historic District, Spring House Hotel, Spring Street Hotel Cottage, Spring Street Historic District, Capt. Mark L. Potter House, and/or Vaill Cottage. Options for display and/or dissemination of the interpretive exhibit within the affected properties or other publicly accessible spaces will be evaluated within the HPTP(s).
- i. Develop regional, expandable interpretive approaches using story maps and/or other multimedia formats that can be layered, linked, and built upon to connect historic preservation themes and information across properties. The HPTP develop story maps and/or other multimedia formats that will explain and illustrate the themes, topics, and time periods for interpretation, and would be expandable to future projects.
- j. HPTP development for Vineyard Sound and Moshup's Bridge TCP will proceed specifically in consultation with the Wampanoag Tribe of Gay Head (Aquinnah) and Mashpee Wampanoag Tribe. The HPTP will include specific measures for enhancement of traditional knowledge sharing, as appropriate, within and among Native American tribes with traditions and traditional practices associated with the Moshup and Squanat/Squannit and their role in traditions regarding the formation and character of the Vineyard Sound and Moshup's Bridge TCP, including Noman's Island,

Elizabeth Islands, Gay Head Cliffs, and Vineyard Sound, and other contributing elements of the TCP, and the significance of the traditional cultural property to the sustained cultural identities of the consulting Tribes who attach religious and cultural significance to the TCP. To the extent found appropriate based on consultations with the affected Tribes, the HPTP would consider the following elements:

- 1) Support for inter-tribal participation in an oral history gathering, providing commissions for stories, artwork, or other creative works presenting the rich varied traditions of Moshup, Squanat/Squannit, and other related tribal histories. This support may include travel and accommodations for indigenous artists and story tellers to participate in an oral history gathering to enhance appreciation of, and respect for, cultural traditions and practices associated with the TCP.
 - 2) Support for scholarly work by indigenous knowledge-holders examining the variations in Moshup and/or Squanat/Squannit traditions within and among Native American tribes in the northeastern United States and how such traditions sustain diverse and complex cultural identities.
 - 3) Support for scholarly work by indigenous knowledge-holders examining the Wampanoag Tribe of Gay Head (Aquinnah) and Mashpee Wampanoag Tribe traditions regarding less accessible portions of the TCP, such as Noman's Island and the submerged portions of the ancient traditional landscapes within the historic property.
- k. In consultation with the Wampanoag Tribe of Gay Head (Aquinnah) and Mashpee Wampanoag Tribe, SFW will prepare a Massachusetts Historic Commission Inventory Form (Form A-Area) and/or archaeological site forms (MHC Form Ds) for contributing resources within the TCP, inclusive of Gay Head Light and Gay Head – Aquinnah Shops. SFW will submit the draft Form(s) to the Massachusetts Historical Commission, Wampanoag Tribe of Gay Head (Aquinnah), and Mashpee Wampanoag Tribe for review and comment. SFW will respond to questions or comments on the draft Form(s) and submit a final updated Inventory Form for inclusion in the commission's inventory. SFW will provide copies of the final Form(s) to Wampanoag Tribe of Gay Head (Aquinnah) and Mashpee Wampanoag Tribe. If a consulting Tribe objects to the documentation or disclosure of information pertaining to specific contributing historic properties within the TCP, the consulting Tribe will notify BOEM in writing of such objection. BOEM will consult with the objecting Tribe(s) and the MA SHPO to resolve the objection. BOEM will advise SFW in writing of the agency's decision regarding the content of the associated Form(s). Upon receipt of BOEM's notification, SFW will finalize the Form(s) for submittal to the Massachusetts Historical Commission.
1. SFW will prepare a Massachusetts Historic Commission Inventory Form (Form A-Area) for contributing resources within the Gay Head Aquinnah Shops historic district. SFW will submit the draft Form to the Massachusetts Historical Commission and Town of Aquinnah, and SFW will respond to questions or comments on the draft Form and submit a final updated Inventory Form for inclusion in the Commission's inventory. SFW will provide copies of the final Form to the Town of Aquinnah.
3. SFW will reach out to historic property owners and invite them to participate in HPTP treatment plan development and implementation of mitigation outlined in Stipulation III.C.2 above, at Gay Head – Aquinnah Shops and affected historic properties in New Shoreham, as well as consulting with the Towns of Aquinnah and New Shoreham, to the extent they choose to participate, and the respective Massachusetts and Rhode Island SHPOs. Funding amounts

for the above outlined mitigation measures, taking into account the good faith cost estimates provided in Attachment 3, and negotiated by SFW and the signatories, invited signatories, property owners and consulting parties who have a demonstrated interest in a specific adversely affected private property in these towns may be pooled into a mitigation fund, if preferred by SFW and the majority of interested consulting parties and property owners involved and agreed to by the relevant SHPOs. Funds will be allocated in accordance with the HPTP(s) to implement the mitigation measures, at least equivalent to the Substantive Baseline established in Stipulation III.C.2 for individual historic properties affected in Aquinnah Shops or for the Spring House Hotel, Spring House Hotel Cottage, Capt. Mark L. Potter, or Vaill Cottage mitigation at New Shoreham. If the parties elect to proceed with a pooled mitigation fund, the fund will be managed in a way to ensure that the mitigation measures identified in the HPTP for each property or group of properties are sufficiently implemented.

IV. HISTORIC PROPERTIES TREATMENT PLAN DEVELOPMENT

- A. For implementation of the mitigation measures identified pursuant to Stipulation III above, BOEM and SFW, in consultation with signatories, invited signatories, and property owners and consulting parties, who have a demonstrated interest in each affected historic property will develop and implement HPTPs through the process described below. BOEM and SFW may work with participating signatories, invited signatories, and consulting parties to develop an HPTP for an individual historic property or treat multiple historic properties in one HPTP.
- B. All HPTPs will be prepared in consultation with the signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in each affected historic property and choose to participate in the consultation, and will be consistent with the applicable SOI's Standards and state guidelines.
 1. HPTP Development, Review, and Acceptance:
 - i. All HPTPs required under this MOA will be drafted on or before April 1, 2022, and finalized by August 15, 2022, unless otherwise agreed by SFW and BOEM, in consultation with the relevant signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in the affected historic property, in accordance with the following process.
 - ii. SFW will create a single document that will serve as a HPTP template by January 15, 2022, for all the HPTPs that SFW will develop. BOEM will review this template and provide any feedback to SFW within 15 calendar days. Once BOEM accepts the final HPTP template, SFW will provide the signatories, invited signatories and consulting parties with the template. Pursuant to Stipulation IV.B.iii, signatories, invited signatories and consulting parties will have the opportunity to propose modifications as needed during preparation of the relevant HPTP.
 - iii. In parallel to that process, SFW will identify and invite the signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in each affected historic property to consult on the HPTP for that property, including with respect to the HPTP's content and specific treatment or mitigation measures for that property or group of properties.
 - iv. SFW will coordinate on this HPTP development for each property or property group with those signatories, invited signatories, and consulting parties who have accepted the invitation within 30 calendar days of invitation (collectively referred to "Participating

Parties”) and may add others who join later as the development process proceeds; however, SFW will not be required to restart or revisit anything developed with other signatories, invited signatories, or consulting parties prior to any late-joining party being added.

- a. SFW will provide a draft HPTP for a 30 calendar day review and comment period to all Participating Parties relevant to each affected historic property.
 - b. Coordination on HPTP development must provide all Participating Parties reasonable opportunity to provide meaningful input on the resolution of adverse effects to and form(s) of implementing mitigation for the property or group of properties, provided that the mitigation measures shall be at least equivalent to the Substantive Baseline provided in Stipulation III and provided the party provides its response in a timely manner within the process schedule set forth below.
 - c. Coordination may include meetings, conference calls, HPTP draft reviews and document exchanges, or similar means of communication of information.
 - d. BOEM will be invited to participate in these coordination activities, should it choose, and the BOEM NHPA Section 106 Lead for the undertaking is to be provided with copies of related communications, such as emails, letters, and distributed documents.
- v. SFW will take comments received during the 30 calendar day comment period from Participating Parties into account and relevant to the affected historic property, revise the HPTP if agreed and as appropriate, and provide the finalized HPTP for review and comment to the Participating Parties for a 30 calendar day review period. SFW will consider comments received during this review and comment period. If no response is received after 30 calendar days, SFW will proceed with finalizing the HPTP. SFW will then provide the final HPTP for BOEM review and acceptance. BOEM may require revision or modification of a HPTP prior to BOEM’s acceptance of the final HPTP.
 - vi. If any Participating Party disagrees with a specific HPTP, SFW will notify BOEM within 7 calendar days. BOEM will consult further with the disagreeing party or parties and within 15 calendar days to make the final decision on the matters of disagreement or conclude that these matters need to be resolved using the Dispute Resolution Process (Stipulation XI) in this MOA.
 - vii. BOEM will review the HPTP to confirm it meets the stipulations of this MOA and is at least equivalent to the Substantive Baseline established in Stipulations III and IV. BOEM remains responsible for making all federal decisions and approving actions in compliance with Section 106. BOEM will review the HPTP to ensure, at minimum, it includes the content required as specified in the HPTP Content section of this stipulation (Stipulation IV.B.2). BOEM must accept the final HPTP before SFW may commence any of the actions included in the HPTP.
 - viii. No construction activity is to proceed that would disturb the seafloor at the ASLFs (SFEC-CF-3, SFEC-CF-5, SFEC-CF-7, SFEC-CF-9, and SFEC-CF-13) until:
 - a. the appropriate HPTP is accepted by BOEM for these features;
 - b. after any specified fieldwork component of preconstruction investigations at these features is completed by SFW; and
 - c. SFW has received written confirmation from BOEM that preconstruction sampling of the affected ASLF features was completed, consistent with the requirements of the

HPTP addressing ASLFs.

- ix. All HPTPs are to be implemented within 1 year of their finalization, unless a different timeframe is set for a given HPTP in consultation with the relevant signatories, invited signatories, and property owners and consulting parties who have a demonstrated interest in the affected historic property and such timeframe is confirmed by BOEM.
- x. BOEM's acceptance of the HPTPs required under this MOA is not necessary for SFW to proceed with construction and development activities that create seabed disturbance at locations where there are no known ASLFs present.

2. HPTP Content:

- i. SFW will ensure all HPTPs include an abstract or executive summary of topics, actions, and implementation timelines it covers; a project overview and overview map(s); and a list or table of historic properties, including state, land ownership, and official state site number or name.
- ii. The HPTP will detail the mitigation actions to be accomplished at each property or groups of properties, appropriate to address the nature of the adverse effect, consistent with the baseline mitigation measures and supporting actions listed in Section III.B and III.C.
- iii. Although BOEM must accept all final HPTPs prior to the beginning of construction adversely affecting historic properties, as specified under Stipulation IV.B.1.i., the HPTPs will then identify which treatments or mitigation measures must be implemented prior to the commencement of construction activities at an affected historic property (e.g., investigations at ASLFs) or could be implemented during or after construction in relation to an historic property or group of properties (e.g., historical research, interpretive materials, public education materials, etc.).
- iv. The draft and final HPTPs will explicitly reference and include itemized budgets that reflect fundable scopes of work agreed to in consultation. The HPTPs will describe the methodologies and processes for mitigation fund accounting and distribution for each historic property that are applicable with federal, tribal, and state financial practices.
- v. The HPTP will specify methods, standards, documentation and reporting procedures and requirements, and intended outcomes for treatment of each property.

V. PROJECT MODIFICATIONS

- A. If SFW proposes any modifications to the Project that expands the Project beyond the Project Design Envelope included in the COP and/or occurs outside the defined APE or the proposed modifications change the final determinations and findings for this Project, SFW shall notify and provide BOEM with information concerning the proposed modifications. BOEM will determine if these modifications require alteration of the conclusions reached in the Finding of Effect and, thus, will require additional consultation with the signatories, invited signatories and consulting parties. If BOEM determines additional consultation is required, SFW will provide the signatories, invited signatories and consulting parties with the information concerning the proposed changes, and they will have 30 calendar days from receipt of this information to comment on the proposed changes. BOEM shall take into account any comments from signatories, invited signatories, and consulting parties prior to approving any proposed changes. Using the procedure below, BOEM will, as necessary, consult with the signatories, invited signatories, and consulting parties to identify and evaluate historic properties in any newly

affected areas, assess the effects of the modification, and resolve any adverse effects.

1. If the Project is modified and BOEM identifies no additional historic properties or determines that no historic properties are adversely affected due to the modification, SFW will notify all the signatories, invited signatories, and consulting parties about this proposed change and BOEM's determination, and allow the signatories, invited signatories, and consulting parties 30 calendar days to review and comment. This MOA will not need to be amended if no additional historic properties are identified and/or adversely affected.
2. If BOEM determines new adverse effects to historic properties will occur due to a Project modification, SFW will notify and consult with the relevant signatories, invited signatories, and consulting parties regarding BOEM's finding and the resolution of the adverse effect and develop a new HPTP following the consultation process set forth in Stipulation IV. They will have 30 calendar days to review and comment on the adverse effect finding and the proposed resolution of adverse effects, including a draft HPTP. BOEM, with the assistance of SFW, will conduct additional consultation meetings, if necessary, during drafting and finalization of the HPTP. The MOA will not need to be amended after the HPTP is finalized.
3. If any of the signatories, invited signatories, or consulting parties object to determinations, findings, or resolutions made pursuant to these measures (Stipulation V.A.1 and 2), BOEM will resolve any such objections pursuant to the dispute resolution process set forth in Stipulation XI.

VI. SUBMISSION OF DOCUMENTS

A. Massachusetts SHPO

1. All submittals to the Massachusetts SHPO will be in paper format and delivered by U.S. Mail, delivery service, or by hand.
2. Plans and specifications submitted to the Massachusetts SHPO, if required for any HPTP, must measure no larger than 11- x 17-inch paper format (unless another format is confirmed in consultation); therefore, all documents produced that will be submitted to Massachusetts SHPO under this MOA, must meet this format.

B. New York SHPO, Rhode Island SHPO, ACHP, NPS, Tribes, and Consulting Parties

1. All submittals to the New York SHPO, Rhode Island SHPO, ACHP, NPS, Tribes, and consulting parties will be submitted electronically unless a specific request is made for the submittal be provided in paper format.

VII. PROFESSIONAL QUALIFICATIONS

- A. Secretary's Standards for Archaeology and Historic Preservation. SFW will ensure that all work carried out pursuant to this MOA will meet the SOI *Standards for Archaeology and Historic Preservation*, 48 FR 44716 (September 29, 1983), taking into account the suggested approaches to new construction in the SOI's Standards for Rehabilitation.
- B. SOI Professional Qualifications Standards. SFW will ensure that all work carried out pursuant to this MOA is performed by or under the direction supervision of historic preservation professionals who meet the SOI's Professional Qualifications Standards (48 FR 44738-44739). A "qualified professional" is a person who meets the relevant standards outlined in such SOI's Standards. BOEM, or its designee, will ensure that consultants retained for services pursuant to the MOA meet these standards.

- C. Investigations of ASLFs. SFW will ensure that the additional investigations of ASLFs will be conducted and reports and other materials produced by one or more qualified marine archaeologists and geological specialists who meet the SOI's Professional Qualifications Standards and has experience both in conducting High Resolution Geophysical (HRG) surveys and processing and interpreting the resulting data for archaeological potential, as well as collecting, subsampling, and analyzing cores.
- D. Tribal Consultation Experience. SFW will ensure that all work carried out pursuant to this MOA that requires consultation with Tribes is performed by professionals who have demonstrated professional experience consulting with federally recognized Tribes.

VIII. DURATION

This MOA will expire at (1) the decommissioning of the Project in the lease area, as defined in South Fork Wind's lease with BOEM (Lease Number OCS-A 0517) or (2) 33-years from the date of COP approval, whichever occurs first. Prior to such time, BOEM may consult with the other signatories and invited signatories to reconsider the terms of the MOA and amend it in accordance with Amendment Stipulation (Stipulation XII).

IX. POST-REVIEW DISCOVERIES

- A. Implementation of Post-Review Discovery Plan. If properties are discovered that may be historically significant or unanticipated effects on historic properties found, BOEM shall implement the post-review discovery plan.
 - 1. The signatories acknowledge and agree that it is possible that additional historic properties may be discovered during implementation of the undertaking, despite the completion of a good faith effort to identify historic properties throughout the APE.
 - 2. The signatories further acknowledge and agree that potential archaeological resources and ASLFs addressed previously under Stipulation III will not be treated as post-review discoveries.
 - 3. The post-review discovery plan will be completed subsequent to execution of the MOA in consultation with the signatories, invited signatories and consulting parties; however, it must be finalized by SFW and approved by BOEM in consultation with signatories to this MOA prior to Project construction beginning. SFW will send the draft post-review discovery plan to the signatories, invited signatories, and consulting parties and they will have 30 calendar days to review and comment on the post-review discovery plan. SFW will take comments received during the 30 calendar day comment period into account and revise the post-review discovery plan if agreed and as appropriate. SFW will then provide the final post-review discovery plan for BOEM review and acceptance. BOEM may require revision or modification prior to BOEM's acceptance of the final post-review discovery plan. SFW will provide final copies of the post-review discovery plan to the signatories, invited signatories, and consulting parties.
- A. All Post-Review Discoveries. In the event of a post-review discovery of a property or unanticipated effects to a historic property prior to or during construction, operation, maintenance, or decommissioning of the Project, SFW will do the following actions which will be consistent with the post-review discovery plan:
 - 1. Immediately halt all ground- or seafloor-disturbing activities within the area of discovery;
 - 2. Notify BOEM in writing via report within 72 hours of the discovery;

3. Keep the location of the discovery confidential and take no action that may adversely affect the discovered property until BOEM or its designee has made an evaluation and instructs SFW on how to proceed; and
4. Conduct any additional investigations as directed by BOEM or its designee to determine if the resource is eligible for listing in the NRHP (30 CFR 585.802(b)). BOEM will direct SFW to complete additional investigations, as appropriate, if:
 - i. the site has been impacted by SFW Project activities; or
 - ii. impacts to the site from SFW Project activities cannot be avoided.
5. If investigations indicate that the resource is eligible for the NRHP, BOEM, with the assistance of SFW, will work with the other relevant signatories, invited signatories, and consulting parties to this MOA who have a demonstrated interest in the affected historic property on protection of the property and on the further avoidance, minimization or mitigation of adverse effects.
6. If there is any evidence that the discovery is from an indigenous society or appears to be a preserved burial site, SFW will contact the Tribes within at most 72 hours of the discovery with details of what is known about the discovery, and consult with the Tribes pursuant to the post review discovery plan.
7. If BOEM incurs costs in addressing the discovery, under Section 110(g) of the NHPA, BOEM may charge SFW reasonable costs for carrying out historic preservation responsibilities, pursuant to its delegated authority under the OCS Lands Act (30 CFR 585.802 (c-d)).

X. MONITORING AND REPORTING

At the beginning of each calendar year, following the execution of this MOA until it expires or is terminated, SFW shall have prepared and BOEM shall provide all signatories, invited signatories, and consulting parties to this MOA a summary report detailing work undertaken pursuant to the MOA. Such report shall include a description of how the stipulations relating to avoidance and minimization measures (Stipulations I and II) were implemented including, when applicable, a description of efforts to microsite facilities to avoid ASLFs; any scheduling changes proposed, any problems encountered; and any disputes and objections received in BOEM's efforts to carry out the terms of this MOA. SFW can satisfy its reporting requirement under this stipulation by providing the relevant portions of the annual compliance certification required under 30 CFR 585.633.

XI. DISPUTE RESOLUTION

- A. Should any signatory, invited signatory, or consulting party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, BOEM shall consult with such party to resolve the objection. If BOEM determines that such objection cannot be resolved, BOEM will:
 1. Forward all documentation relevant to the dispute, including the BOEM's proposed resolution, to the ACHP. The ACHP shall provide BOEM with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, BOEM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, invited signatories, and/or consulting parties, and provide them with a copy of this written response. BOEM will make a final decision and proceed accordingly.

2. If the ACHP does not provide its advice regarding the dispute within the 30 calendar-day time period, BOEM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, BOEM shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories, invited signatories, or consulting parties to the MOA, and provide them and the ACHP with a copy of such written response.
- B. BOEM's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.
 - C. At any time during the implementation of the measures stipulated in this MOA, should a member of the public object in writing to the signatories regarding the manner in which the measures stipulated in this MOA are being implemented, that signatory will notify BOEM. BOEM shall review the objection and may notify the other signatories as appropriate, and respond to the objector.

XII. AMENDMENTS

- A. This MOA may be amended when such an amendment is agreed to in writing by the signatories and invited signatories. The amendment will be effective on the date a copy signed by all of the signatories and invited signatories is filed with the ACHP.
- B. Revisions to any attachment may be proposed by any signatory or invited signatory by submitting a draft of the proposed revisions to all signatories and invited signatories with a notification to the consulting parties. The signatories and invited signatories will consult for no more than 30 calendar days (or another time period agreed upon by all signatories and invited signatories) to consider the proposed revisions to the attachment. If the signatories and invited signatories unanimously agree to revise the attachment, BOEM will provide a copy of the revised attachment to the other signatories, invited signatories, and consulting parties. Revisions to any attachment to this MOA will not require an amendment to the MOA.
- C. BOEM, SFW, or a Participating Party may propose revisions to a HPTP by submitting a draft of the proposed revisions to BOEM and the Participating Parties for that HPTP. Such revisions must reflect mitigation measures that are at least equivalent to the Substantive Baseline established in Stipulation III. The Participating Parties will consult for no more than 30 calendar days on the revision. If agreement cannot be reached on the revision to the HPTP, SFW will notify BOEM within 7 calendar days. BOEM will consult further with the disagreeing Participating Parties and within 15 calendar days will make the final decision on the matters of disagreement or determine that these matters need to be resolved using the Dispute Resolution Process (Stipulation XI) in this MOA. If BOEM does not take action within 15 calendar days, the matters of disagreement will proceed to the Dispute Resolution Process in this MOA. Revisions to the HPTPs will not require an amendment to this MOA.

XIII. TERMINATION

If any signatory or invited signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories, invited signatories, and consulting parties to attempt to develop an amendment per Stipulation XII. If within 30 calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory or invited signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, BOEM must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the

comments of the ACHP under 36 CFR 800.7. BOEM shall notify the signatories and invited signatories as to the course of action it will pursue.

XIV. COORDINATION WITH OTHER FEDERAL AGENCIES

- A. In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding/license/permit for the undertaking as described in this MOA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this MOA and notifying the signatories and invited signatories that it intends to do so. Such federal agency may become a signatory, invited signatory, or a concurring party (collectively referred to as signing party) to the MOA as a means of complying with its responsibilities under Section 106 and based on its level of involvement in the undertaking. To become a signing party to the MOA, the agency official must provide written notice to the signatories and invited signatories that the agency agrees to the terms of the MOA, specifying the extent of the agency's intent to participate in the MOA. The participation of the agency is subject to approval by the signatories and invited signatories who must respond to the written notice within 30 calendar days or the approval will be considered implicit. Any necessary amendments to the MOA as a result will be considered in accordance with the Amendment Stipulation (Stipulation XII).
- B. Should the signatories and invited signatories approve the federal agency's request to be a signing party to this MOA, an amendment under Stipulation XII will not be necessary if the federal agency's participation does not change the undertaking in a manner that would require any modifications to the stipulations set forth in this MOA. BOEM will document these conditions and involvement of the federal agency in a written notification to the signatories, invited signatories, and consulting parties, and include a copy of the federal agency's executed signature page, which will codify the addition of the federal agency as a signing party in lieu of an amendment.

XV. ANTI-DEFICIENCY ACT

Pursuant to 31 USC 1341(a)(1), nothing in this MOA will be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or obligation for the further expenditure of money in excess of such appropriations.

Execution of this MOA by BOEM, the Massachusetts SHPO, the Rhode Island SHPO, the New York SHPO, SFW, and the ACHP, and implementation of its terms evidence that BOEM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Signatory:

Bureau of Ocean Energy Management (BOEM)

WALTER
CRUICKSHANK

 Digitally signed by WALTER
CRUICKSHANK
Date: 2021.11.11 11:33:05 -05'00'

Date 11/11/21

Walter D. Cruickshank, Deputy Director

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Signatory:

Massachusetts State Historic Preservation Officer



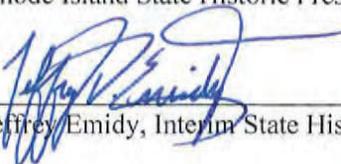
Brona Simon, State Historic Preservation Officer

Date November 23, 2021

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Signatory:

Rhode Island State Historic Preservation Officer



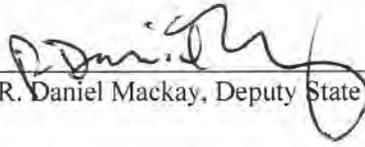
Jeffrey Emidy, Interim State Historic Preservation Officer

Date 23 NOVEMBER 2021

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Signatory:

New York State Historic Preservation Officer



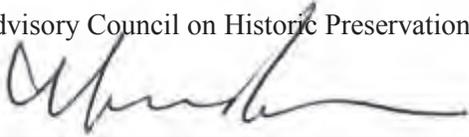
R. Daniel Mackay, Deputy State Historic Preservation Officer

Date 11/10/21

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE New York STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Signatory:

Advisory Council on Historic Preservation



Reid J. Nelson, Acting Executive Director

Date 11/23/2021

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Invited Signatory:

South Fork Wind, LLC



Robert Mastria, Authorized Person

Date Nov 19, 2021

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Invited Signatory:

Mashantucket Pequot Tribal Nation

Rodney A. Butler, Chairman

Date _____

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Invited Signatory:

Wampanoag Tribe of Gay Head (Aquinnah)

Cheryl Andrews-Maltais, Chairwoman

Date _____

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Invited Signatory:

Mashpee Wampanoag Tribe

Brian Weeden, Chairman

Date _____

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Invited Signatory:

Narragansett Indian Tribe

John Brown, Tribal Historic Preservation Officer

Date _____

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

New York District, U.S. Army Corps of Engineers


Stephan A. Ryba, Chief, Regulatory Branch

Date _____

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

U.S. Department of Interior, National Park Service

Signature

Date _____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

Rhode Island Department of Environmental Management

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

Town of New Shoreham, RI

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

City of Newport, RI

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

Gay Head Lighthouse Advisory Committee

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

Southeast Lighthouse Foundation

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

Newport Restoration Foundation

Signature

Date_____

Name and Title

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

Concurring Party:

The Preservation Society of Newport County

Signature

Date_____

Name and Title

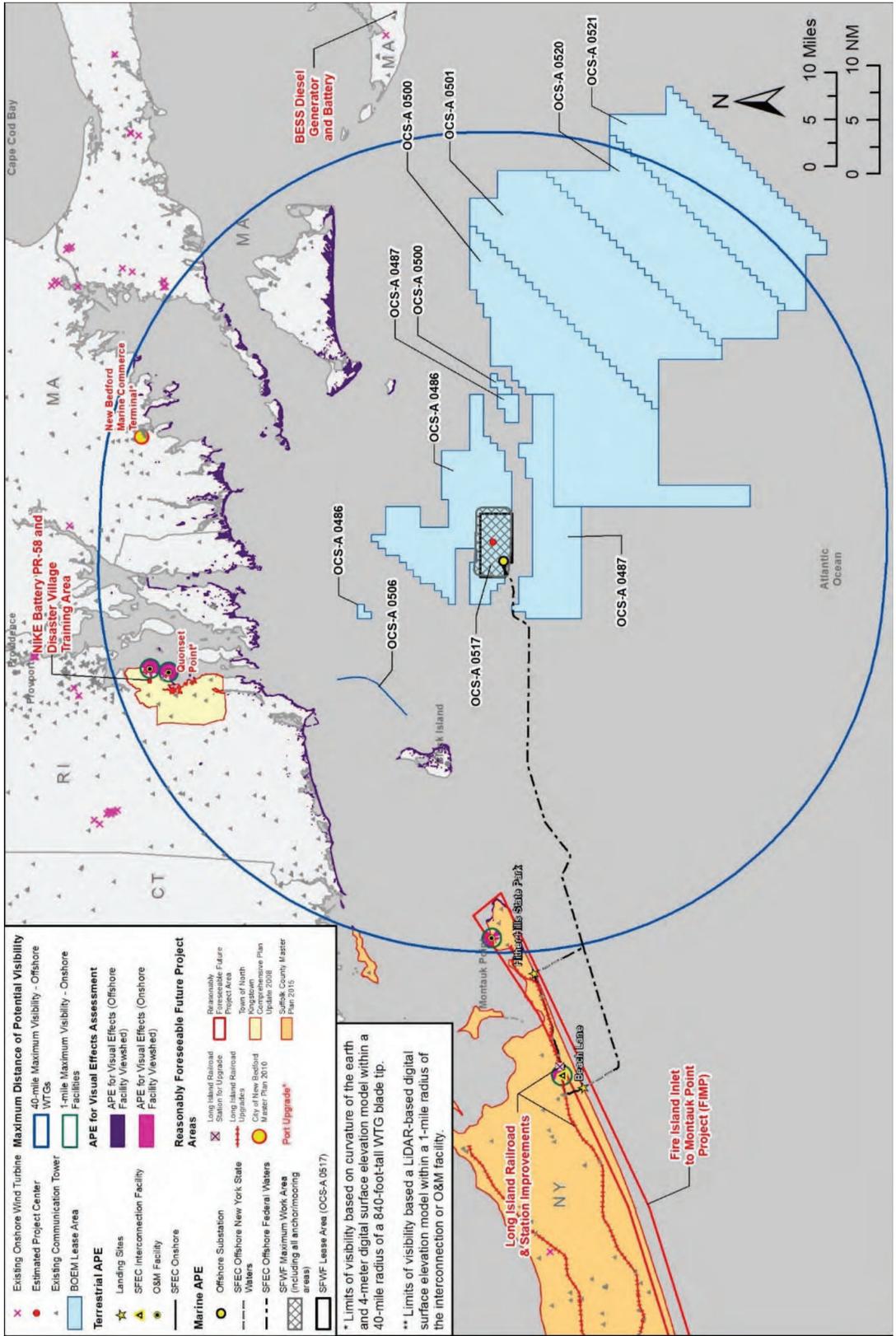
**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
THE RHODE ISLAND STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SOUTH FORK WIND FARM
AND SOUTH FORK EXPORT CABLE PROJECT**

LIST OF ATTACHMENTS TO THE MOA

ATTACHMENT 1 – APE MAPS

ATTACHMENT 2 – LISTS OF INVITED AND PARTICIPATING CONSULTING PARTIES

ATTACHMENT 3 – MITIGATION FUNDING AMOUNTS PROPOSED BY SIGNATORIES,
INVITED SIGNATORIES, AND CONSULTING PARTIES



Attachment 1. Project Overview map including the marine, terrestrial, and viewshed APE locations and description of reasonably foreseeable future project areas used in cumulative effects analyses.

ATTACHMENT 2 – LIST OF CONSULTING PARTIES

Table 1. Parties Invited to Participate in NHPA Section 106 Consultation

Participants in the Section 106 Process	Invited Consulting Parties
SHPOs and state agencies	Rhode Island Historical Preservation and Heritage Commission
	New York State Division for Historic Preservation
	Massachusetts Historical Commission
	Massachusetts Board of Underwater Archaeological Resources
	Massachusetts Commission on Indian Affairs
	Rhode Island Department of Environmental Management
Federal agencies	Advisory Council on Historic Preservation
	National Park Service
	U.S. Army Corps of Engineers, New England District and New York District
Federally recognized Tribes	Wampanoag Tribe of Gay Head (Aquinnah)
	Mohegan Tribe of Indians of Connecticut
	Narragansett Indian Tribe
	Mashantucket Pequot Tribal Nation
	Mashpee Wampanoag Tribe
	Shinnecock Indian Nation
	Delaware Tribe of Indians
	Delaware Nation
Non-federally recognized Tribes	Chappaquiddick Tribe of the Wampanoag Nation
	Unkechaug Nation
Local governments	Town of West Tisbury, MA
	Town of East Hampton and East Hampton Town Trustees, NY
	Town of Chilmark, MA
	Town of Little Compton, RI
	Town of Narragansett, RI
	Town of New Shoreham, RI
	City of Newport, RI
	Town of Aquinnah, MA
	Town of Charlestown, RI
	Town of Edgartown, MA
	Town of Gosnold, MA
	Town of Westerly, MA
	Town of South Kingstown, RI
	Town of Jamestown, RI
	Town of Middletown, RI
	Cape Cod Commission, MA
Nongovernment organizations or groups	Gay Head Lighthouse Advisory Committee
	Southeast Lighthouse Foundation
	Block Island Historical Society
	Martha's Vineyard Commission
	Alliance to Protect Nantucket Sound
	Montauk Historical Society
	Preservation Massachusetts
	Preservation Rhode Island
	Salve Regina University
	SFW (Ørsted) (the applicant for federal approval)

Table 2. Consulting Parties Participating in Section 106 Consultation

Participants in the Section 106 Process	Participating Consulting Parties
SHPOs and State Agencies	Rhode Island Historical Preservation and Heritage Commission
	New York State Division for Historic Preservation
	Massachusetts Historical Commission
	Massachusetts Board of Underwater Archaeological Resources
	Rhode Island Department of Environmental Management
Federal Agencies	Advisory Council on Historic Preservation
	National Park Service
	U.S. Army Corps of Engineers, New England District and New York District
Federally Recognized Tribes	Wampanoag Tribe of Gay Head (Aquinnah)
	Mohegan Tribe of Indians of Connecticut
	Narragansett Indian Tribe
	Mashantucket Pequot Tribal Nation
	Mashpee Wampanoag Tribe
	Shinnecock Indian Nation
	Delaware Tribe of Indians
	Delaware Nation
Non-Federally Recognized Tribes	Chappaquiddick Tribe of Wampanoag Nation
	Unkechaug Nation
Local Governments	Town of Aquinnah, MA (through Gay Head Lighthouse Advisory Committee)
	Town of West Tisbury, MA
	Town of East Hampton and East Hampton Town Trustees, NY
	Town of Chilmark, MA
	Town of Little Compton, RI
	Town of Narragansett, RI
	Town of New Shoreham, RI
	City of Newport, RI
Nongovernment Organizations or Groups	Gay Head Lighthouse Advisory Committee
	Southeast Lighthouse Foundation
	Block Island Historical Society
	Newport Restoration Foundation
	The Preservation Society of Newport County
	SFW (Ørsted) (the applicant for federal approval)

Table 3. Parties Invited to Consult under Section 106 and that Did Not Participate in Consultation

Participants in the Section 106 Process	Participating Consulting Parties
Local Governments	Town of Charlestown, RI
	Town of Edgartown, MA
	Town of Gosnold, MA
	Town of Westerly, MA
	Town of South Kingstown, RI
	Town of Jamestown, RI
	Town of Middletown, RI
	Cape Cod Commission, MA
Nongovernment Organizations or Groups	Martha's Vineyard Commission
	Alliance to Protect Nantucket Sound
	Montauk Historical Society
	Preservation Massachusetts
	Preservation Rhode Island
Salve Regina University	

ATTACHMENT 3 – MITIGATION FUNDING AMOUNTS PROPOSED BY SIGNATORIES, INVITED SIGNATORIES, AND CONSULTING PARTIES

The mitigation measures proposed in Stipulation III have been developed by individuals who meet the qualifications specified in the SOI's Qualifications Standards for Archeology, History, Architectural History, and/or Architecture (36 CFR 61). The proposed mitigation measures consider the nature, scope, and magnitude of adverse effects caused by the Project, the qualifying characteristics of each historic property that would be affected, and reasonably foreseeable hazards unrelated to the Project that pose risks to the long-term preservation of each affected historic property, such as climate change.

The following funding amounts were considered by signatories, invited signatories, and consulting parties for historic properties mitigation measures based on budgets proposed by SFW for each mitigation effort. These budgets are good faith estimates, based on the experience of these qualified consultants with similar activities and comparable historic properties. The proposed level of funding is appropriate to accomplish the identified preservation goals and result in meaningful benefits to the affected properties, resolving adverse effects. These budgets and costs would be subject to consultation for the specific HPTP(s), as noted in Stipulations IV.B, and would not be final until the HPTPs are accepted by BOEM. Even after the HPTPs are finalized, the consulting parties may seek to revise the HPTP(s) including the associated budget without amending the MOA (Stipulation XII.C).

- \$400,000 proposed by SFW for mitigation of adverse effects at the five ASLFs.
- \$200,000 proposed by SFW for mitigation of adverse effects at the Vineyard Sound and Moshup's Bridge TCP.
- \$200,000 proposed by SFW for mitigation of adverse effects at the Southeast Lighthouse NHL.
- \$175,000 requested by the Gay Head Light Advisory Board and SFW agreed to pay this amount for mitigation of adverse effects at the Gay Head Light
- \$ 60,000 proposed by SFW for mitigation of adverse effects at Gay Head – Aquinnah Shops.
- \$ 50,000 proposed by SFW for mitigation of adverse effects at Spring House Hotel and Spring House Hotel Cottage together.
- \$150,000 proposed by SFW for mitigation of adverse effects at the Old Harbor District.
- \$ 50,000 proposed by SFW for mitigation of adverse effects at Capt. Mark L. Potter House and Vaill Cottage together.

When final amounts are confirmed, SFW has offered to deposit such funding in an escrow account for commitment to implementing the mitigation measures under this MOA.