

MEMORANDUM OF UNDERSTANDING

Between

VINEYARD WIND 1, LLC

and the

TOWN AND COUNTY OF NANTUCKET, MASSACHUSETTS

This Memorandum of Understanding (“MOU”) entered into on this 10th day of December, 2025 by and between **Vineyard Wind 1, LLC**, a Delaware limited liability company with its principal office located at 700 Pleasant Street, Suite 510, New Bedford, Massachusetts 02740 (“Vineyard Wind 1”) and the **Town and County of Nantucket, Massachusetts**, a municipal corporation of the Commonwealth of Massachusetts, (the “Town”) (collectively “Parties”).

PURPOSE

The purpose of this MOU is to document agreements between the Parties on methods and means by which the Parties engage with one another regarding Vineyard Wind 1’s offshore wind project (“the Project”). The Parties share an interest in regular and transparent communication to further public understanding of the Project and to prepare for and respond to emergencies. Pursuant to this MOU, the Parties agree to employ strategies and protocols for coordination and exchanges of information to operationalize responsibilities memorialized in the Good Neighbor Agreement executed August 27, 2020.

ROLES AND RESPONSIBILITIES

I. Coordination

- a. The Parties will provide the other monthly written updates (See Vineyard Wind 1’s update form at Appendix A) (See the Town’s update form at Appendix B), the elements of which may be adjusted as the Parties mutually agree in writing.
- b. The Parties will each appoint a Project Liaison who shall be the primary point of contact to the other party. Vineyard Wind 1’s liaison will have access to Project decisionmakers and to technical and operations information.
- c. The Parties will respond to written questions from each other within 7 calendar days. If a party requires additional time to conduct technical research to answer a question, that party shall acknowledge receipt of the question within 7 calendar days and identify a near-term deadline for its full response.
- d. The Town will provide Vineyard Wind 1 up to 4 business days, if required, to identify and correct errors in the Town’s intended public communications about the Project. If the parties disagree as to whether the information is an error in fact, the Town will identify the disagreement in the public communication. This protocol shall

not prevent the Town from timely communicating what it deems to be essential safety information to the community.

II. Emergency Planning

- a. Vineyard Wind 1 will provide the Town with a summary of the Debris/Infrastructure Failure Incident Response Plan (“DRP” or “Plan”), which is a living document subject to updating as new insights and strategies are developed, and summaries of any subsequently updated versions.
- b. The Town will conduct a community input process through which it solicits public feedback on the DRP summary and will share the feedback with Vineyard Wind 1, which will review, and where appropriate, respond and incorporate such feedback.
- c. Vineyard Wind 1 will invite the Town to designate a representative to observe the annual tabletop emergency planning exercise conducted in coordination with the U.S. Coast Guard and the Bureau of Safety and Environmental Enforcement.

III. Emergency Response

In the event of any incident that triggers an emergency response—defined as an incident that results in the release of debris and/or materials from project facilities offshore for which an organized response is necessary to minimize impacts to the environment, safety, and surrounding areas—Vineyard Wind 1 will:

- a. Notify by group text message within the first 3 hours of the incident the following Town officials, using contact information provided and updated by the Town: Town Liaison, Town Manager, Select Board Chair, Select Board Vice Chair, Police Chief, Fire Chief, Emergency Response Coordinator, and Harbormaster.
- b. Invite the Town to appoint a representative to act as a dedicated point person to the Incident Management Team and the Communications Coordination Team if established.
- c. Reimburse the Town for resources reasonably expended to minimize potential impacts during a response, within 60 days of the Town’s submission of documentation of expenditures
- d. Provide the Town, within 10 days of submission, all final reports submitted to regulatory agencies related to any such incident. Vineyard Wind 1 will, in its discretion, redact only confidential business information as allowed under the Freedom of Information Act. Vineyard Wind will provide the Town a summary of any critical findings included in such reports within 10 days of such findings being reached, with both Parties marking such findings as “preliminary” unless and until confirmed in final reports to regulatory agencies.

The Town will:

- e. Provide information about adverse impacts to aid response activities;

- f. If requested, provide existing human resources and equipment, if available, to aid in Vineyard Wind 1's response activities, with costs to be reimbursed by Vineyard Wind 1; and
- g. If requested, aid in relaying information provided by Vineyard Wind 1 about the emergency response to the community.

IV. Issue Resolution

The Parties agree that if an issue arises related to the performance of either party, the Parties will proceed as follows to seek resolution, through subsequent stages if necessary:

- a. Stage 1: The Town Liaison or Vineyard Wind Liaison will provide the other 7 days' written notice of a formal meeting to be held with respect to an unresolved issue ("First Meeting Notice"). The First Meeting Notice will include a detailed description of the issue and the points of disagreement to be resolved.
- b. Stage 2: The liaisons will jointly prepare a notice requesting that Party principals meet within 10 business days ("Second Meeting Notice"). The Second Meeting Notice will include a detailed description of the issue and points of disagreement to be resolved. The Project will be represented by C-level personnel, and the Town will be represented by Select Board members and the Town Manager, each party's representatives having full authority to resolve all remaining points of disagreement.
- c. Stage 3: Either Party may provide written notice requesting Non-Binding Mediation before a mutually agreed neutral with relevant expertise. The mediation shall be held within 30 days of such notice. The mediator's written determination shall be non-binding on the Parties. The Parties shall share mediation costs equally. Pending resolution through mediation, the Parties shall continue to perform under this MOA in good faith.

V. Amendments

This MOU may be amended with written consent of both Parties.

VI. Authority

This MOU provides the protocols for communication and coordination under the Good Neighbor Agreement dated August 27, 2020, and is applicable only to Vineyard Wind 1 LLC and the Town.

VII. Governing Law

This MOU shall be interpreted under the laws of the Commonwealth of Massachusetts.

VIII. Attorneys' Fees

Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation and preparation of this MOU.

IX. Term

This MOU shall remain effective throughout the construction, operation, and decommissioning of the Project.

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

VINEYARD WIND 1 LLC



Name: Klaus Skoust Møller
Title: CEO

E-mail: kmoeller@vineyardwind.com

TOWN AND COUNTY OF NANTUCKET



Name: Dawn S. Hill
Title: Chair, Nantucket Select Board

E-mail: dhillholdgate@nantucket-ma.gov



Name: Sy Oytan
Title: Deputy CEO

E-mail: soytan@vineyardwind.com

Appendix A

Vineyard Wind 1's Monthly Report to The Town

Date:

For Month Ending:

Prepared By (Name & Title):

A. Construction Progress

Number of turbines under active construction, including partially installed turbines	
Number of fully installed turbines	
Number of turbines integrated with ADLS	

B. Operational Status

Number of turbines operating	
Number of turbines undergoing repairs and projected timeline for completion	

C. Aircraft Detection Lighting System (ADLS) Performance – Reported Quarterly Upon Full Project Operation

Number of calendar days ADLS was partially or fully inoperative	
If ADLS activation exceeds original projections in MOU with BOEM, description of extent, cause(s), and potential mitigation measures, if any.	

Attachments (if applicable):

- ☐ Construction Photos
- ☐ Regulatory Filings (non-confidential)

Appendix B

The Town’s Monthly Report to Vineyard Wind

Date:
For Month Ending:
Prepared By (Name & Title):

A. Public Activities/Communications Regarding the Project*

Date	Description of Activities/Communications

*Communications may include Project status updates, benefits, opportunities to learn about the Project, and issues, or concerns raised.

B. Public and Municipal Engagement

Town questions or public questions conveyed	
Disposition of information provided by Vineyard Wind 1 in response to questions or provided generally	

Attachments (if applicable):
☐ Press Releases
☐ Public Presentations
☐ Community Feedback Summary