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April 22, 2019

By Email and First Class Mail

The Cape Cod Commission
c/o Jonathon Idman, Esq., Chief Regulatory Officer
P.O. Box 226
3225 Main Street
Barnstable, MA 02630

Re: *Vineyard Wind LLC*, Development of Regional Impact for the vineyard Wind Connector, CCC File No. 17026

Dear Mr. Idman:

This letter provides comments of Vineyard Wind LLC ("Vineyard Wind") on the Cape Cod Commission Staff Memorandum: Draft Findings and Conditions, dated April 5, 2019 (the "Draft Findings"). We request that the comments be incorporated into the final Findings and Conditions to more accurately reflect the project or project commitments, and in some cases to avoid inadvertent inconsistency with the many overlapping approvals issued by federal, state, regional, and local agencies and authorities.

F15 Since Vineyard Wind submitted its Development of Regional Impact Application ("Application"), the Massachusetts Energy Facilities Siting Board has indicated that a final decision is now expected in early May rather than in April. Please update the finding.

F23 The vote by the Town of Barnstable established a Water Stabilization Fund for payments received under the Host Community Agreement with Vineyard Wind under MGL Ch. 40, § 5B rather than § 5C. Please update the finding.

F30 Vineyard Wind has made significant commitments, beyond industry standard practices, for providing containment around equipment containing dielectric fluids at the proposed substation site. Vineyard Wind is in final discussions with Barnstable

staff on design elements. Vineyard Wind requests that the following revision be made to reflect the status of the discussions with the Town:

Current text reads:

. . . . *The Applicant proposes to provide 110% containment for all substation equipment containing dielectric fluid and, at the Town of Barnstable's request, the Applicant has committed to adding additional containment volume, adjusting the 110% containment volume up to accommodate a simultaneous 100-year, 24-hour rainfall event. . . .*

Vineyard Wind requests that the text be amended to read:

. . . . *The Applicant proposes to provide 110% containment for all substation equipment containing dielectric fluid and, at the Town of Barnstable's request, the Applicant has committed to adding additional containment volume, adjusting the 110% containment volume up to accommodate a simultaneous 100-year, 24-hour rainfall event. Some specific details of dielectric fluid containment are under discussion between the Town of Barnstable and Vineyard Wind and subject to final design. . . .*

This change recognizes the commitments embodied in the Host Community Agreement while leaving flexibility for final design, as contemplated in the Host Community Agreement.

F32 Vineyard Wind previously explored the possibility of using biodegradable dielectric fluid at the substation in response to input from the Town of Barnstable ("biodegradable dielectric fluid" in this context meaning fluid with more biodegradable properties than traditional dielectric fluids, as most such fluids are biodegradable to some extent). The Town of Barnstable subsequently requested that Vineyard Wind not use biodegradable dielectric fluid. Accordingly, Vineyard Wind has agreed not to use biodegradable dielectric fluid at the substation.

F43 As described in Section 3.1 of the Application, Vineyard Wind anticipates that most of the offshore export cable within Barnstable County will be installed by jet-plow. However, other methods may be required if and when particular conditions are encountered. Specifically, Vineyard Wind may use mechanical plow, mechanical trenching, shallow-water installation tractor, pre-trenching, boulder relocation, precision installation, or jetting methodologies, as described in the Application. Vineyard Wind may also be required to perform dredging in some limited areas within Barnstable County, which would be performed with trailing suction hopper dredge or jetting (described in more detail in Section 3.1.2 of the Application). The current language in this paragraph does not explicitly include all of the potential installation methodologies and suggests that certain methodologies will be used when use of those methodologies is not certain at this time. Vineyard Wind respectfully suggests the following clarifying amendments:

The Applicant maintains that from the ocean floor exit point of the HDD-installed section of the cable, the remaining offshore export cable is anticipated to~~will~~ be installed primarily by jetplowing ~~(through flat, soft sediments), jetting (through smaller sand waves), trailing suction hopper dredging (through larger sand waves), and mechanical trenching (through compacted sand/gravel/cobble).~~ However, the Applicant indicates that mechanical plow, mechanical trenching or trailing suction hopper dredge may be used in some areas. The Applicant also identifies other methodologies – shallow-water cable installation tractor, pre-trenching, boulder relocation, precision installation, and jetting – that may be used in specialized situations. If and to the extent necessary, boulders~~Boulders~~ will be relocated from the offshore export cable route and placed in another location within the installation corridor.~~, except in dense~~ Dense areas of boulders, ~~which~~ will be avoided. The Applicant indicates that preparatory/advance activities (i.e., a grapnel run to provide clearance for installation and sand wave dredging) will take place prior to cable installation.

F51 As currently drafted, this finding does not accurately describe Vineyard Wind's commitments with respect to vessel speeds. Vineyard Wind respectfully suggests the following amendments:

The Applicant maintains that during installation the cable-laying ship will move at less than 1 nm/hr, greatly reducing the threat of ship/whale/sea turtle interaction or strike. The Applicant also maintains that service boats will move to and from shore at speeds of less than 10 nm/hr during certain time periods and in certain locations in accordance with the January 22, 2019 agreement it entered into with certain NGOs.

F53 Vineyard Wind notes that the safety exclusion zone could be modified by the United States Coast Guard. Thus, it respectfully requests the following amendment:

The cable laying vessel and guard vessels will follow a pre-identified route at a speed of less than 1 nm/hr and will maintain a moving safety exclusion zone of approximately 0.6-mile radius (unless modified in consultation with, or at the direction of, the United States Coast Guard). The Applicant maintains that there will be no long-term navigational impacts due to buried offshore export cables within the Project area.

F58 In addition to impacts to Land Under the Ocean, the Project will temporarily alter a small area of Coastal and Land Subject to Coastal Storm Flowage ("LSCSF") within the parking lot and existing roadway, as described in Section 4.4.1 of the Application. As stated in the Application, the Project avoids barrier beaches and associated buffers, but will pass through a short section of dune located between the corner of the Covell's Beach parking lot and Craigville Beach Road, that will be temporarily impacted by construction. These areas will be restored to their existing condition, which primarily involves repaving of existing roadway. Vineyard Wind respectfully requests that these minor impacts be included in this paragraph:

The only elements of the Project that will impact wetland resources ~~is~~are the cable installation in Land Under the Ocean, a temporary impact to Coastal Dune at the corner of the existing parking lot during cable installation, and a temporary impact to Land Subject to Coastal Storm Flowage (LSCSF) that is within existing parking lot and roadway, also during cable installation.

F60 Consistent with Vineyard Wind's comment on F58, Vineyard Wind requests that this finding include not just "Land Under the Ocean":

As a water-dependent project providing a connection between offshore wind turbine generators and the land-based electrical grid, there is no feasible alternative to the cable location within Land Under the Ocean and the affected areas of Coastal Dune and LSCSF.

F63 Consistent with Vineyard Wind's comment on F58 and F60, Vineyard Wind respectfully suggests that this finding reflect the fact that that there will be a temporary impact to Coastal Dune and that a portion of the activity within previously paved areas is in LSCSF:

There are no impacts to wetland resource areas within the land-based portion of the Project other than a temporary impact to a small area of Coastal Dune and LSCSF within existing parking lot and roadway in the vicinity of the Covell's Beach landfall, which will be restored to their existing condition after construction; the cable connection at the Covell's Beach landfall site will occur within a previously disturbed parking lot and will proceed within previously disturbed roadway layouts or utility easements.

F83 Vineyard Wind has committed to fund the Town of Barnstable's reconstruction of the bathhouse at Covell's Beach as described in Section 9(d) of the Host Community Agreement; the Town will be undertaking the reconstruction, rather than the Company. Vineyard Wind respectfully requests that this finding be amended to indicate that Vineyard Wind "has committed to fund reconstruction of the bathhouse . . . ."

F89 This finding currently misstates the distance to the nearest multi-family residential development. Vineyard Wind respectfully suggests the following amendments:

The substation site is located ~~2,000~~approximately 250 feet from the nearest existing multi-family residential development to the northeast. Multi-family residential developments are not permitted uses in the subject Industrial zoning district. Some multi-family residential developments have been permitted in this area through the provisions of MGL Ch. 40B, including the development northeast of the utility easement.

F107 Vineyard Wind respectfully suggests that the phrase "at a point in the grid infrastructure where Cape Cod is not the demand terminus" is unclear and should be

deleted. There are benefits to Cape Cod and the larger region associated with delivering the substantial quantity of wind-generated renewable energy from the Vineyard Wind energy generation project to Cape Cod, including enhancing the reliability and diversity of the energy mix on Cape Cod, as described in Section 2.5.1 of the Application. Cape Cod is within the regional area to be served by the Project and this is arguably part of the "demand terminus".

F112 Both circuits will be installed within the onshore duct bank together. It is possible, but not certain that multiple crews may be engaged in installation simultaneously. Onshore construction of the duct bank is expected to proceed at an average speed of 100-200 feet per day. Vineyard Wind respectfully requests the following clarifying amendments:

The Applicant ~~intends to work simultaneously on two segments at a time with~~ expects duct bank construction to proceed at an average speed of approximately 100-200 feet of installation completed per day.

F140 While Vineyard Wind currently plans for onshore construction activities in roadways to take place in the off-season. As noted on page 2-5 of the Application, it is possible, though not expected that some onshore construction in roadways could occur at other times if permitted by the Town of Barnstable. In addition, construction at the substation is not limited during the off-season. Vineyard Wind requests that the findings reflect these changes:

Onshore construction activities in roadways will take place off-season, or as otherwise permitted by the Town of Barnstable, which will reduce impacts to land-based tourism and transportation during the summer tourism season. Onshore construction at the proposed substation site will not be limited to the off-season.

F142 Please note that the University of Massachusetts Dartmouth study referenced in this draft finding found that the Vineyard Wind offshore wind energy generation project would create over 3,600 Full-Time Equivalent (FTE) jobs, a term used in the economic development profession to refer to a full-time employee for one year.

F148 Vineyard Wind suggests the following amendments to this finding, which reflects the same comments provided on F58:

~~The Project work proposed at Covell's Beach, within the jurisdiction of the Barnstable Conservation Commission, is water dependent, and does not require any special relief from the Conservation Commission.~~ The offshore export cables will be installed within Land Under the Ocean and, as such, will be subject to the jurisdiction of the Conservation Commission. The Project work proposed at and immediately adjacent to the Covell's Beach Landfall Site (within LSCSF and Coastal Dune) is the only onshore portion of the Project located within Conservation Commission/wetlands protection jurisdiction. The Project is water-dependent and does not require any special relief from the Conservation Commission. No other

Project work is located within Conservation Commission/wetlands protection jurisdiction.

"Draft Conditions"

In the introductory paragraph to Section II, "Draft Conditions," the Draft Findings state that "the Applicant will be required to provide any required final (i.e. construction level) plans for Commission staff review and approval prior to commencement of construction . . . ." Vineyard Wind acknowledges that final, construction-level plans for all aspects of the Vineyard Wind Connector are not available and in some cases cannot be completed until other permitting and approval processes are complete. When such final plans are prepared, they will be prepared consistent with all permits and approvals applicable to the project, including federal, state, regional, and local permits and approvals. It is not feasible for such final plans to be subject to another "approval" process at that time given the need for such plans to comply with multiple levels of approvals and the substantial likelihood of delay. Vineyard Wind respectfully requests that any condition relative to the provision of final plans to the Commission not include a further approval process:

. . . the Applicant will be required to provide any required final (i.e. construction level) plans for Commission staff review ~~and approval~~ prior to commencement of construction . . . ."

C3 Vineyard Wind respectfully requests this condition by revised to specify that copies of final permits, licenses, and approvals only, and not applications or submissions in support of applications are required to be submitted, since the applications will run into the tens of thousands of pages. Further, Vineyard Wind requests clarity that the Commission is requesting only permits, licenses, and approvals for activities to be conducted in Barnstable County (e.g., not for activities that would occur only in federal waters, Nantucket, or Edgartown).

The Applicant shall provide or otherwise ensure that the Commission is ~~copied on~~ provided copies of all final state and local permits, licenses, and approvals, for activities within the Commission's jurisdiction, including without limitation MassDOT access permit ~~submissions and~~ approvals.

C4 Vineyard Wind provided a copy of the Notice of Option to Lease for the substation property on April 5, 2019 and respectfully suggests that this condition is no longer necessary.

C5 Vineyard Wind is providing funds for the reconstruction of the Covell's Beach bathhouse; the Town of Barnstable is designing, permitting and constructing the bathhouse. Because Vineyard Wind will not be involved in the construction activities, Vineyard Wind requests that any requirement to provide construction-related plans associated with the bathhouse be deleted.

C6 This condition varies from the commitment Vineyard Wind made in the Host Community Agreement and could be interpreted to impose unreasonable or impractical requirements beyond those called for in the Host Community Agreement or the RPP or applied to other projects. For example, as written, this condition could be interpreted to require substantial rainfall containment around materials that are kept in quantities below household quantities and/or stored indoors. Vineyard Wind has no objection to providing a "final substation equipment inventory, including expected types and volumes of hazardous materials associated with the final substation design plans, and final site plans and containment design details for the substation site." Those plans will be consistent with the Host Community Agreement and, thus, will demonstrate "containment equal to a minimum of 110% of the dielectric fluid volume contained in the associated equipment plus an additional volume to include the 100-year storm event over a 24-hour period." As described in the Application (Section 2.4.3), Vineyard Wind will also include 110% containment for equipment containing oil associated with the synchronous condensers and/or STATCOMs. Additional containment for rainfall would not necessarily be included for equipment located within a structure (i.e., that is not exposed to rainfall). Those commitments cover the hazardous materials that Vineyard Wind anticipates will be present at the proposed substation in substantial quantities. Accordingly, Vineyard Wind respectfully requests that this condition be amended as follows:

The Applicant shall provide: a final substation equipment inventory, including expected types and volumes of hazardous materials associated with the final substation design plans, and final site plans and containment design details for the substation site that demonstrate, ~~that~~ consistent with the Host Community Agreement, containment equal to a minimum of 110% ~~containment will be provided for all hazardous materials, including~~ of the dielectric fluid volume contained in the associated equipment plus an additional volume to include the ~~and lubricants, to accommodate a simultaneous~~ l00-year storm event over a~~,~~ 24-hour ~~rainfall event, as proposed~~ period. The substation will also include full containment under any oil-containing ancillary equipment (e.g., lube oil system) required for the synchronous condensers.

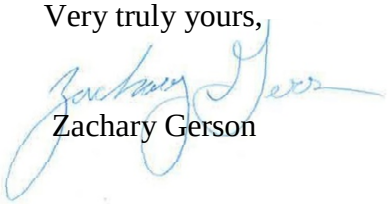
C19 With respect to C19, Vineyard Wind has made similar commitments to the Town of Barnstable regarding, in particular, paving which are embodied in the Host Community Agreement. Vineyard Wind requests that the language of this condition track the Host Community Agreement (Section 11) to ensure that the standards are consistent:

~~Wherever existing infrastructure, such as roads, sidewalks, and street trees are impacted, they should be repaired or replaced to same or better condition, in coordination with the Town of Barnstable and state agencies.~~Construction will conform to Vineyard Wind's commitments in the Host Community Agreement, specifically, that work will conform to MassHighway and Town of Barnstable specifications for new road construction, and that Vineyard Wind will restore roadways to "like new" condition or a mutually acceptable alternative consistent with then-existing Town of Barnstable policies and procedures.

C20 Vineyard Wind has already been in discussions with the Town of Barnstable and others about potential synergies between Vineyard Wind's proposed installation activities and other infrastructure projects being planned or undertaken by the Town. Vineyard Wind expects such discussions to continue and will reasonably coordinate its installation activities with any Town plans as the Town may request. Vineyard Wind appreciates the recognition in this condition that its installation activities have the potential to offer further benefits through coordination with other public projects. Vineyard Wind respectfully requests that the condition be amended to include that "reasonable efforts . . . to come to a mutually beneficial work approach" would not include delays to Vineyard Wind's construction schedule or additional costs that Vineyard Wind views as significant. The Vineyard Wind Connector is a complex project with numerous elements that must be carefully sequenced. While Vineyard Wind will take reasonable steps to coordinate work approaches with other public projects, its complex permitting, development, and construction timeline, as well as the potential for additional costs, significantly limits Vineyard Wind's flexibility. Accordingly, Vineyard Wind respectfully requests the following amendments:

Where the Town of Barnstable and/or the state identify a planned infrastructure project, such as installation of a sidewalk or multi-use path, that overlaps with the proposed onshore export cable installation work, ~~all~~ reasonable efforts should be made to come to a mutually beneficial work approach that supports the interests of the Applicant and the Town and/or state. For example, on affected roadways where work will be performed in the shoulder area, the Applicant could leave a graded surface that would be suitable for future installation of sidewalks or multi-use paths, if desired by the Town and/or the state. The Applicant should coordinate with the Town and state agencies prior to the initiation of onshore export cable installation activities to determine if opportunities for infrastructure efficiencies exist. Nothing in this condition shall require that the Applicant accept any delays to its construction schedule, additional costs, or other negative impacts to Vineyard Wind's project that Vineyard Wind, in its sole discretion, considers to be significant.

Very truly yours,



Zachary Gerson

cc: Kristy Senatori, Executive Director, CCC *(via email and First Class mail)*
Ms. Elizabeth Jenkins *(via email and First Class mail)*
Charlie McLaughlin, Esq. *(via email and First Class mail)*

CAPE COD COMMISSION

Vineyard Wind LLC, Development of Regional Impact for the Vineyard Wind Connector	)	CCC File No. 17026

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the following documents by electronic mail and First Class Mail upon the attached Distribution List in accordance with the Cape Cod Commission Enabling Regulations, Section 7(d)(iv)([2]):

1. Vineyard Wind LLC Comment Letter to Cape Cod Commission c/o Jonathon Idman, Esq. from Zachary Gerson, dated April 22, 2019;

Dated this 22nd day of April, 2019.

Zachary Gerson
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(April 22, 2019)

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