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## **OFFSHORE WIND DEVELOPMENT AND REPORTING AGREEMENT**

This **Offshore Wind Development and Reporting Agreement** (this “Agreement”) is entered into effective as of April 8, 2022 (the “Effective Date”) by and between Commonwealth Wind, LLC, a Delaware limited liability company (“Commonwealth Wind” or “Company”) and the Massachusetts Department of Energy Resources (“MA DOER”). Each of Commonwealth Wind and MA DOER is referred to as a “Party” and, collectively, as the “Parties.”

### **RECITALS**

**WHEREAS**, on September 16, 2021, Vineyard Wind, LLC, on behalf of Commonwealth Wind, submitted its proposal (the “Bid”) for a 1232 MW offshore wind project (the “Project”) in response to the Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects (the “RFP”) issued May 7, 2021, by Fitchburg Gas & Electric Light Company d/b/a Unitil, Massachusetts Electric Company d/b/a National Grid, Nantucket Electric Company d/b/a National Grid, NSTAR Electric Company d/b/a Eversource Energy, Western Massachusetts Electric Company d/b/a Eversource Energy (each, individually, an electric distribution company or “EDC” and, collectively, the “EDCs”);

**WHEREAS**, on December 17, 2021, the EDCs, in coordination with MA DOER, selected the Bid as a winning proposal under the RFP;

**WHEREAS**, following the selection of the Bid, Commonwealth Wind and each EDC negotiated and subsequently executed and delivered Offshore Wind Generation Unit Power Purchase Agreements for the EDCs’ purchase of energy and other products to be generated by the Project (as the same may be amended, restated, modified, supplemented, extended or otherwise superseded from time to time, the “PPAs”), each dated April 8, 2022, which PPAs will be subsequently submitted for approval to the Massachusetts Department of Public Utilities (“MA DPU”);

**WHEREAS**, among other aspects of the Bid, Commonwealth Wind committed to investments to promote short and long-term employment and economic development in the Commonwealth, track and report on the status of environmental justice impacts, and engagement and employment opportunities (training, recruitment and hiring goals), and a commitment to diversity, equity and inclusion, including employment and procurement/contracting opportunities, for minority, women, veterans, LGBT and persons with disabilities, each as further detailed in Appendices A through C;

**WHEREAS**, among other aspects of the Bid, Commonwealth Wind outlined its plans to support offshore wind industry development in Massachusetts through various commitments further detailed in Appendix A and to report to MA DOER its progress in connection with the same;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

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1. **Wind Industry Development Initiatives.** Commonwealth Wind hereby agrees that it shall develop and operate the Project consistent with the commitments as described in Appendix A that support developing the offshore wind industry in the Commonwealth (“Wind Industry Development Initiatives”):

2. **Direct Economic Investment Initiatives:** Commonwealth Wind has committed to in its Bid and hereby agrees that it shall fund each of the direct economic initiatives (“Direct Economic Investment Initiatives”) designed to create and foster economic benefits to the Commonwealth. Pursuant to the requirements of the RFP, each Direct Economic Investment Initiatives in Commonwealth Wind’s Bid is memorialized in a Memorandum of Understanding or other definitive agreement (each an “Ancillary Agreements”) with a third-party partner organization (“Partner Organization”), as detailed in Appendix B to this Agreement.

3. **Workforce & Supply Chain Initiative Support.** Commonwealth Wind hereby agrees that it shall fund additional initiatives that support diversity, equity and inclusion as described in Appendix C (the “Workforce & Supply Chain Initiatives”).

4. **Conditions to Commitments.** MA DOER acknowledges and agrees that Commonwealth Wind’s commitments set forth herein are subject to (1) the Project obtaining all federal, state and local permits needed to construct and operate the Project, (2) the Project achieving financial close with such lenders and tax equity investors as are necessary to finance the Project (“Financial Close”), and (3) with respect to the commitments in Section 2, satisfaction of the relevant conditions and Partner Organization commitments set forth in the applicable Ancillary Agreements.

5. **Economic Impact Assessment and Reporting.** Commonwealth Wind hereby agrees that it shall deliver to MA DOER written annual progress reports beginning not later than the date that is ninety (90) days after Financial Close (the “Reporting Date”) and, thereafter, not later than each subsequent anniversary of such first Reporting Date during the term of the PPAs. Each report shall summarize Commonwealth Wind’s progress in achieving the Wind Industry Development Initiatives goals, the Direct Economic Investment Initiatives and the Workforce & Supply Chain Initiatives, as set forth in Sections 1 through 3 of this Agreement and Appendices A, B and C and shall include in addition, the following information:

- a) The total dollar amount and schedule of payments made to Partner Organizations consistent with the Direct Economic Investment Initiatives and Workforce & Supply Chain Initiatives and a summary of programming supported by the funds related thereto;
- b) The total number of Company’s and its affiliates’ employees whose work is substantially (*i.e.*, 50% or greater) dedicated to the Project, as well as the number of such employees who reside in the Commonwealth and in which counties;
- c) The total number of workers employed by contractors and subcontractors for the Project, as well as the number who reside in the Commonwealth;

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- d) Descriptions of the types of jobs included in (b) by general category (*e.g.*, development, operations & maintenance, construction, manufacturing, etc.) and the average annual salary level by category and county;
- e) Such general demographic information regarding employment created by the Project related to the goals outlined in the Commonwealth Wind Bid's Diversity, Equity and Inclusion Plan as Commonwealth Wind is able to collect using commercially reasonable efforts, and descriptions of efforts to recruit and retain diverse job candidates;
- f) [Reserved]
- g) The extent to which the reported results align with the estimates of the Project's contributions to employment and economic development contained in the Project proposal;
- h) Any relevant lessons learned that Massachusetts officials can use to improve economic outcomes for Massachusetts and inform future state procurement and programmatic efforts;
- i) The estimated employment and economic impact of projects supported by the Direct Economic Investment Initiatives, specifically focusing on funds allocated, revenue generation and the impacts on the communities in which such projects are located;
- j) How the Wind Industry Development Initiatives, the Direct Economic Investment Initiatives and the Workforce & Supply Chain Initiatives provides employment and procurement/contracting opportunities for minority, women, veterans, LGBT and persons with disabilities;
- k) The status of any impacts to EJ Populations from project siting and construction and status of outreach and engagement with affected Environmental Justice ("EJ") Populations;<sup>1</sup> and
- l) The status of employment opportunities for EJ Populations and residents of EJ Populations provided by the Wind Industry Development Initiatives and Direct Economic Investment Initiatives.

MA DOER acknowledges that Commonwealth Wind will work with the University of Massachusetts Dartmouth to collect, analyze and prepare certain of the information sets described above. Given the subjectivity of certain types of information, MA DOER agrees that Commonwealth Wind shall not be considered in breach of its obligations hereunder as a result of any such information proving inaccurate or incomplete, as long as Commonwealth Wind has

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<sup>1</sup> As defined in MGL ch. 30, § 62; *see also* EEA Environmental Justice Policy (<https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts>).

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used reasonable and good faith means of collecting, analyzing and preparing such information. Further, MA DOER and Commonwealth Wind agrees that the annual report will not include any personal identifiable information (PII) with respect to any employees, contractors, workers or other personnel of any kind.

**6. Covenant to Replace Wind Industry Development Initiatives and Direct Economic Investment Initiatives.** The Parties acknowledge and agree that as of the Effective Date, Commonwealth Wind has entered into Ancillary Agreements with Partner Organizations as listed in Appendix B to execute Commonwealth Wind's commitments under the Direct Economic Investment Initiatives in furtherance of its plans to support wind industry development in Massachusetts. Commonwealth Wind hereby covenants and agrees with MA DOER that, in the event that any Ancillary Agreement is terminated due to a default of a party thereto or is otherwise terminated prior to its respective term, Commonwealth Wind shall use commercially reasonable efforts to enter into a replacement of such Ancillary Agreement with one or more other third parties to perform obligations that are as similar as reasonably possible to those of the original parties under such terminated Ancillary Agreement that may remain unperformed as of the date such Ancillary Agreement was terminated. Commonwealth Wind shall provide reasonable written notice to MA DOER of any such termination of an Ancillary Agreement. Commonwealth Wind agrees to provide notice to MA DOER of any such replacement agreement prior to its execution by Commonwealth Wind and such third party(ies)/Partner Organizations. MA DOER shall be permitted a reasonable period of time, not to exceed twenty (20) Business Days, within which to review such replacement agreement for the purpose of confirming that such replacement agreement includes obligations that are substantially similar to the terminated Ancillary Agreement. Commonwealth Wind shall take into account and seek to reasonably address any comments delivered by MA DOER to Commonwealth Wind in writing during such period prior to its execution of such replacement agreements.

**7. Default.**

- (a) Commonwealth Wind hereby agrees that in the event that any Ancillary Agreement listed in Appendix B is terminated due to a default of a party thereto or is otherwise terminated prior to its respective term and Commonwealth Wind is unable to find a replacement of such Ancillary Agreement with one or more other third parties to perform the obligations that remained unperformed by the original counterparty per the terms of Section 6, or committed funds as listed in Appendix B, Column B and Appendix C, Column B have not been dispersed by the committed timelines as described in Appendix B, Column E and Appendix C, Column C or by the fifteenth (15<sup>th</sup>) anniversary of Commercial Operation, whichever is sooner, Commonwealth shall deposit any remaining funds with the Massachusetts Clean Energy Center ("MassCEC") into one or more accounts designated by MassCEC and will be deployed by MassCEC in a manner determined by MassCEC in its sole discretion to be consistent with the Offshore Wind Industry Development Initiatives. MA DOER shall consider MassCEC as a suitable replacement for any defaulting counterparty listed in Appendix B.
- (b) To the extent Commonwealth Wind defaults under any of its obligations under any of the Ancillary Agreements and the counterparty has given Company a notice of default,

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Commonwealth Wind shall provide a copy of such notice to MA DOER and MassCEC within ten (10) Business Days. Commonwealth Wind will provide, at the same time as the notice, an explanation to MA DOER as to the nature of the default and how Commonwealth Wind plans to resolve such default. If Commonwealth Wind cannot cure or otherwise resolve the default and the underlying Ancillary Agreement is terminated as a result, then Commonwealth Wind shall pay to MassCEC the amount of any funding required to be paid by Commonwealth Wind pursuant to such terminated Ancillary Agreement for deposit in accordance with Section 7(a).

- (c) This Section 7 shall not apply to Commonwealth Wind's commitments with respect to the marshalling port in Salem or the cable manufacturing facility at Brayton Point, which are instead governed by Section 8.
- (d) The Parties agree that both Parties shall have any and all rights under law with respect to any other default hereunder not addressed in clauses (a)-(c) of this Section 7.

**8. Additional Commitments of Commonwealth Wind.**

- (a) In addition to the foregoing, in connection with the Salem Harbor Wind Turbine Marshaling Port Project, Commonwealth Wind, per the commitments in its Bid, will partner with Crowley Wind Services ("Crowley") and the City of Salem ("Salem") to construct a wind turbine generator marshaling port ("WTG Port"), based in Salem Harbor. Commonwealth Wind hereby agrees that if the Company does not utilize Salem Harbor as the site for the Project's WTG Port, and does not otherwise utilize another Massachusetts port for the Project, then Commonwealth Wind shall pay to MassCEC [REDACTED]. If Commonwealth Wind does utilize another port in Massachusetts for the Project's WTG Port, other than Salem Harbor, such payment shall be [REDACTED]. Such payments, if applicable, shall be paid thirty (30) days after the Commercial Operation Date of the Project. Any default funding required to be paid by Commonwealth Wind pursuant to this Section 8(a) shall be deposited with MassCEC in accordance with Section 7(a).
- (b) Further, in addition to the foregoing, Commonwealth Wind, per the commitments in its Bid, will partner with Prysmian to locate a submarine cable factory ("Prysmian Cable Facility") at Brayton Point in Somerset, Massachusetts. The Prysmian Cable Facility is expected to employ an average of 185 full-time employees ("FTE") to operate the facility. Commonwealth Wind hereby agrees that if the Prysmian Cable Facility employees less than 93 FTEs (representing approximately fifty percent (50%) of the expected FTEs), then Commonwealth Wind shall pay to MassCEC [REDACTED] for each FTE shortfall below 93 FTEs. By way of example, if the Prysmian Cable Facility is determined to have created only 90 FTEs, then Commonwealth Wind shall pay to MassCEC [REDACTED]. The determination of how many FTEs have been created shall be made on an average basis over the first three (3) years of operation of the Prysmian Cable Facility. Such payment shall be paid thirty (30) days after the third (3<sup>rd</sup>) anniversary of the operation date of the Prysmian Cable Facility; provided that the if the Prysmian Cable Facility is not in operation by the Commercial Operation Date of the Project then Commonwealth Wind

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shall pay to MassCEC [REDACTED] within thirty (30) days following the Commercial Operation Date. Any default funding required to be paid by Commonwealth Wind pursuant to this Section 8(b) shall be deposited with MassCEC in accordance with Section 7(a).

**9. Representations and Warranties.** As of the Effective Date, Commonwealth Wind represents and warrants to MA DOER (which representations and warranties shall survive the termination or expiration of this Agreement) that: (i) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action on the part of Commonwealth Wind, and Commonwealth Wind has full power and authority to enter into this Agreement and fulfill its obligations hereunder; (ii) this Agreement constitutes the legal, valid and binding obligation of Commonwealth Wind enforceable against Commonwealth Wind in accordance with its terms; (iii) all Ancillary Agreements with Partner Organization listed in Appendices A and B have been duly executed and are in full force and effect as of the Effective Date of this Agreement; (iv) Commonwealth Wind's performance or compliance with this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any obligation (including license, sublicense, lease, contract, or agreement) or instrument to which it is bound or to which its properties are subject; (v) except for such litigation as affects the offshore wind industry generally, there are no lawsuits, actions or any other legal or administrative proceedings pending, or to the knowledge of Commonwealth Wind, threatened in writing against Commonwealth Wind which, if determined against Commonwealth Wind, would have a materially adverse effect on its ability to perform its obligations under this Agreement; and (vi) neither Commonwealth Wind or any of its directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended), foreign political party or official thereof or candidate for foreign political office for the purpose of (1) influencing any official act or decision of such official, party or candidate, (2) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (3) securing any improper advantage, in the case of (1), (2) and (3) above in order to assist such Party or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person.

**10. Public Records.** As a public agency, MA DOER is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66; "Massachusetts Public Records Law") and thus documents and other materials made or received by MA DOER and/or its employees may be subject to public disclosure. Commonwealth Wind acknowledges and agrees that any document, report or other information provided pursuant to this Agreement, including this Agreement, shall be a public document and subject to disclosure under Massachusetts Public Record, as determined by MA DOER. In the event that Commonwealth Wind determines that there is a need to protect commercial, proprietary or otherwise sensitive information, MA DOER will reasonably cooperate with Commonwealth Wind's efforts to request confidential treatment for such information, consistent with and subject to applicable law.



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**11. No Partnership, etc.** It is expressly agreed that the relationship between the Parties shall not constitute a partnership, joint venture or agency.

**12. Miscellaneous.**

(a) Entire Agreement. This Agreement sets forth the entire agreement between MA DOER and Commonwealth Wind regarding the matters herein and supersedes all prior agreements and understandings, written or oral, between MA DOER and Commonwealth Wind with respect to the subject matter hereof.

(b) Amendment; Waiver. This Agreement may be modified or amended only by a writing executed by Commonwealth Wind and MA DOER. No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

(c) Assignment. This Agreement shall inure to the benefit of each Party and any of its successors and permitted assigns. Neither Party may assign this Agreement without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, that Commonwealth Wind shall have the right to assign this agreement to an affiliate that will own the Project effective upon its delivery of Notice to MA DOER and provided further, that MA DOER shall have the right to assign this agreement to its legal successor-in-interest effective upon delivery of Notice to Commonwealth Wind. For purposes of Commonwealth Wind's rights under this Section 12(c), "affiliate" shall mean an entity that is (a) formed for the purpose of owning, financing and operating the Project, that at such time owns and intends for the duration of this Agreement to continue to own all or substantially all of the assets of the Project and/or (b) is directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such affiliate, whether through the ownership of membership interests, by contract or otherwise. MA DOER accepts such an affiliate as a permitted assignee of this Agreement.

(d) Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to the conflicts of laws provisions thereof that would require the application of the laws of another state. Each Party expressly consents that any judicial action with respect to this Agreement shall be filed exclusively in the state courts located in the Commonwealth of Massachusetts, and each Party further irrevocably consents and submits to the personal jurisdiction and venue of the state

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courts located therein and irrevocably waives any and all claims and defenses it might have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum *non conveniens*, or any similar claim or defense.

(f) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be delivered by an authorized person of a Party in writing and addressed to the receiving Party at the address set forth herein (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Notices to Commonwealth Wind shall be addressed to Commonwealth Wind, LLC, c/o Avangrid Renewables, LLC, 125 High St., 6<sup>th</sup> Floor, Boston, MA 02110. Notices to MA DOER shall be addressed to General Counsel, Department of Energy Resources, 100 Cambridge Street, Suite 1020, Boston, MA 02114. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). All e-mail notices shall be promptly followed by overnight delivery (with all fees pre-paid) or certified mail (return receipt requested, postage prepaid) to the persons identified in this paragraph (f).

(g) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on each of the parties hereto. Counterparts may be delivered via electronic mail, first class mail or personal delivery and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(h) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(i) Force Majeure. Performance by a Party of its obligations contained in this Agreement at the time of and during an event of Force Majeure shall be excused and suspended so long as such event of Force Majeure is in effect, and for a reasonable period thereafter within which such Party shall make all commercially reasonable efforts to resume performance, but for no longer period. A Party shall give prompt Notice to the other Party of such Force Majeure, which Notice shall provide details regarding the nature, the extent and expected duration of such Force Majeure. Each Party shall keep the other updated and advised of the effect of and remedial measures being undertaken to overcome such an event of Force Majeure. Neither Party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure. “Force Majeure” shall have the meaning set forth in the first sentence of Section 10.1(a) of the PPAs as of the Effective Date.

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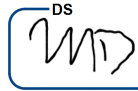
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Offshore Wind Development and Reporting Agreement as of the Effective Date.

**MASSACHUSETTS DEPARTMENT  
OF ENERGY RESOURCES:**

**COMMONWEALTH WIND, LLC:**

By:

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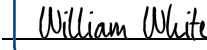
LEGAL

Name: Patrick C. Woodcock

Title: Commissioner

By:

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Name: william white

Title: President & CEO Offshore

By:

DocuSigned by:

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Name: Peter Mahoney

Title: Authorized Representative

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Offshore Wind Development and Reporting Agreement as of the Effective Date.

**MASSACHUSETTS DEPARTMENT  
OF ENERGY RESOURCES:**

By: 

Name: Patrick C. Woodcock

Title: Commissioner

**COMMONWEALTH WIND, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## Appendix A – List of Wind Industry Development Initiatives

<b>Column A: Initiative</b>	<b>Column B: Partner Organization or Responsible Party</b>	<b>Column C: Timeline</b>
Subsea cable manufacturing facility, which will produce cables for the Project	Prysmian Group	To be completed within the term of the PPA.
Convert Salem Harbor to WTG marshaling port for the Project and the Park City Wind project	Crowley Wind Services, Inc.; City of Salem	To be completed within the term of the PPA.
Long-term service and maintenance hub in Massachusetts	Semco Maritime, Inc.	To be completed within the term of the PPA.
Operations Control Center in New Bedford	Avangrid Renewables, LLC	Lease for New Bedford Operations Center planned for operation prior to Financial Close.
Fabrication of a new Crew Transfer Vessel (CTV) for the Project, with significant efforts made to ensure any CTV utilized for the Project has been fabricated in Massachusetts	TBD	To be completed within the term of the PPA.
US Offshore Wind Center for Excellence in Massachusetts	Avangrid Renewables, LLC	To be completed within the term of the PPA.
Office space for foundation engineering / design work in Massachusetts	Wood Thilsted USA, Inc.	To be completed within the term of the PPA.
Project Labor Agreement (PLA) – commitment to negotiate	Confidential – Partner 5	PLA expected to be finalized by Q3 2023 (prior to Financial Close). <sup>2</sup>

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<sup>2</sup> The Parties agree that a failure to meet this deadline shall not be a default under Section 7.

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## Appendix B – List of Direct Economic Investment Initiatives

Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
<b>Supplier Diversity Program Plan</b>				
Diverse Supplier Capacity Building Program Fund	\$500,000	Interise, Inc.	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
"Act Local" Supplier Diversity Fund	\$500,000	New Bedford Ocean Cluster	\$125,000	Funding to be made available within 60 days of DPU approval of the PPAs; remaining funds to be provided in schedule agreed to by the parties in the Final Agreement(s). Funding timeline not to exceed fifteenth year following commercial operation.
Offshore Wind Innovation Fund	\$2,000,000	Greentown Collaborative, Inc.	\$400,000	First year of funding will be made available after ROD issuance; remaining funds to be provided in equal installments over two years after the later of the completion of the first phase scoping effort or FC. Funding timeline not to exceed fifteenth year following commercial operation.
<b>Workforce Diversity Plan</b>				
Offshore Wind Opportunity Scholarship Fund	\$1,000,000	Browning the Green Space, Inc.	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance. Funding timeline not to exceed fifteenth year following commercial operation.
Massachusetts Maritime Academy training	\$1,000,000	Massachusetts Maritime Academy	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
Bristol Community College training	\$1,000,000	Bristol Community College	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
MassCEC Diversity, Equity & Inclusion Program Fund	\$500,000.00	Massachusetts Clean Energy Center	TBD	Funding timeline not to exceed fifteenth year following commercial operation.



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Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
<b>Other Initiatives</b>				
Sustainability Education & Programs	\$2,500,000	Confidential - Partner 1	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance; funds will be provided over a period of five years in \$200,000 increments. Funding timeline not to exceed fifteenth year following commercial operation.
		Confidential- Partner 2	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance; funds will be provided over a period of five years in \$200,000 increments. Funding timeline not to exceed fifteenth year following commercial operation.
		Confidential – Partner 3	\$100,000	First year of funding will be made available after ROD issuance. Funding timeline not to exceed fifteenth year following commercial operation.
Long-Duration Battery Storage Innovation Project	\$5,000,000	Form Energy, Inc.	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
Avangrid Partnership with MIT: Future Energy Systems Center	\$5,000,000	MIT	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
Environmental Conservation Commitments	\$2,500,000	Confidential – Partner 4	\$250,000	Funding to be provided over a period of five years. The first year of funding will be \$250,000 and will be made available after issuances of the ROD. The remaining funding will be provided in annual increments of \$562,500 provided that the project achieves FC. Funding timeline not to exceed fifteenth year following commercial operation.
Southcoast Saves Energy	\$5,000,000	All In Energy	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
<b>TOTAL FUNDING</b>	<b>\$26,500,000</b>			

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## Appendix C – List of Workforce &amp; Supply Chain Initiatives

Column A: Initiative	Column B: Amount (\$)	Column C: Timeline of Funding
Supplier Diversity Program Plan		
Offshore Wind Supplier Equity Fund	\$5,000,000	To be completed within the term of the PPA.
Workforce Diversity Plan		
Tier 1 Workforce Fund	\$500,000	To be completed within the term of the PPA.
PLA Diversity, Equity and Inclusion Fund-	\$3,000,000	To be completed within the term of the PPA.
<b>TOTAL</b>	<b>\$8,500,000</b>	