

Staff Stipulations

1. North Atlantic Right Whales Impact Avoidance: In order to avoid potential impacts to North Atlantic Right Whales, impact driving of wind turbine foundations shall not occur between November 1 and April 30th of any calendar year(s). If Long Distance Horizontal Directional Drilling (Long Distance HDD) is utilized for cable installation, impact driving of steel sheeting for coffer dam construction may also be restricted during this period.

2. Nearshore Transmission Cable Burial Depth: The minimum transmission cable burial depth between Mean High Water (MHW) and Mean Low Water (MLW) shall be Elevation minus 10 feet MLW. Transmission Cable installation depth below beaches and dunes at cable landing locations shall also achieve a minimum burial depth of 10' below the beach sediment surface. Burial depth below dunes shall be based on the elevation of the beach at the base of the dunes and shall not include the dune height in the burial depth measurement. Long Distance Horizontal Directional Drilling (Long Distance HDD) is required to assure this minimal burial depth requirement is met at the mainland Scarborough Beach landing. A post installation survey, stamped by a RI registered Land Surveyor or Engineer, that provides the elevation of the top of the cable on the mean low water datum and horizontally on the RI State Plane coordinate system shall be submitted to the Council to confirm this requirement has been met. This survey shall be submitted within 15 days of transmission cable installation at the beach landing locations.

3. Transmission Cable installation in the vicinity of Freshwater Wetlands: Transmission cable installation in the vicinity of Freshwater Wetlands (including coastal wetlands having contiguous freshwater wetlands) is hereby allowed beneath existing paved roadways and their existing cleared shoulders provided the following conditions are met:

- a. Existing culverts and the flow of water under bridges in roads or highways are not blocked or disrupted by going under or attaching to such structure;
- b. The project does not cause any diversion of ground or surface water to or from any wetlands;
- c. The preconstruction contours are restored immediately upon installation;
- d. All disturbed areas are revegetated after restoring contours; and
- e. The project design incorporates best management practices for dewatering from excavated areas.

Furthermore, as a condition of this permit there shall be no direct discharges of dewatering fluids to wetlands, catch basins, or stormwater conveyance systems that discharge to wetlands without proper treatment that effectively removes sediments and other visible contaminants (oil sheens, etc.).

4. Post Construction Avian Monitoring: (BIWF Assent only) Post construction avian monitoring will be as described in the modified Avian and Bat Post Construction Monitoring Plan dated February 28, 2014.

5. Environmental Compliance Monitor: Pursuant to Ocean SAMP Section 860.2.8, Deepwater shall employ an Environmental Compliance Monitor (ECM) to monitor environmental

compliance during all construction activities associated with the BIWF and BITS. The ECM shall be a third-party entity hired by Deepwater (assent holder) who is approved by and reports directly to the Council. The person/firm chosen to be the ECM shall require prior Council approval. The ECM shall be approved by the Council prior to the initiation of any work on the project herein approved.

6. Cable Location and Scour Protection: Within 15 days of completing the installation of the submarine transmission cable, Deepwater shall submit a post construction survey, stamped by a Rhode Island registered Professional Land Surveyor or Engineer, of the actual cable location and the proposed cable easement with State Plane and LAT/LON coordinates for the cable angle points, easement comers / angle points of all scour protection matting (concrete filled bags, concrete mats, stone, etc.) installed on the ocean floor to protect the transmission cable. If the area of the ocean bottom impacted by protective armoring exceeds the 2.1 acres of total ocean bottom coverage estimated within the Environmental Report/COP, the CRMC may require marine habitat compensation to be determined after submission of the post-installation survey.

7. Historic and Archaeological Preservation Memorandum: Prior to commencing construction, Memorandums of Agreement for the BIWF and BITS shall be finalized between Deepwater and the RI Historical Preservation and Heritage Commission as needed to address/mitigate impacts on Historic properties and Archaeological Resources.

8. Prerequisite State and Federal Agency Approval Requirements: Prior to issuance of the Assent, the applicant shall provide a copy of the RIDEM Water Quality Certificate. Prior to commencing construction, Deepwater shall provide to the CRMC and gain CRMC concurrence all necessary State and Federal Approvals for the Project. These approvals shall include but not be limited to: RIDEM Freshwater Wetlands approval, RIDEM RIPDES permit, NOAA National Marine Fisheries Service Concurrence, US Army Corps of Engineers Permit, and the BOEM Right of Way Grant Area. Copies of these approvals shall be submitted to the CRMC attention CRMC File No. 2012-09-065.

9. Fisheries Liaison: A third party fisheries liaison shall be hired by the assent holder and approved by the Council before initiation of construction.

10. Scarborough Landing SAV Survey: Prior to installation of the BITS transmission cable nearshore (12 meter depth or less) at the Scarborough Landing Alternative, Deepwater shall perform a Submerged Aquatic Vegetation Survey (SAV) utilizing a towed video sled or diver video survey of the cable route. The Survey shall be performed during July or August 2014. The results of this survey shall be forwarded to the Executive Director prior to transmission cable installation. If SAV is located in the transmission cable route, avoidance and/or mitigation shall be required consistent with RICRMP Section 300.18. Avoidance and/or Mitigation measures shall require Executive Director approval.

11. CRMC Assent and Lease Bond Requirement and Permit Transfers: Prior to issuance of the Assent and/or lease, CRMC and DWW must agree to the terms and amounts of an appropriate surety bond(s), warranty, guarantee, or letter(s) of credit sufficient to secure the payment and performance of construction, operation and maintenance and decommissioning of

the Project. After issuance of the Assent, but prior to any construction of the Project, DWW must fund the bond(s) or other agreed upon instrument under the terms and amounts agreed to by the CRMC and DWW to secure the conditions of the Assent and/or lease in the forms and amounts satisfactory to the CRMC.

In the event DWW wants to transfer the CRMC Assent or lease to another party, or should the Assent or lease become an asset in a bankruptcy or state receivership proceeding, DWW shall transfer copies of the CRMC Assent, and/or lease, including all relevant information and documentation upon which the Assent and/or lease was based, to any transferee, new owners or operators of the BIWF, BITS and associated facilities including surety bond requirements or other warranty or guarantee instruments set forth herein and made a condition of this Assent and /or lease.

Prior to any transfer of the Assent or lease, DWW and the transferee must obtain approval of the transfer from the Council. Any transferee must agree to be bound by all conditions and stipulations of the CRMC Assent, and lease, including bonding requirements or any other warranty or guarantee instruments. Any modification of the Assent and/or lease shall require Council approval pursuant to applicable CRMC rules and procedures. Failure to obtain Council approval prior to any transfer will void and revoke this Assent and/or lease.

Prior to any requested transfer, DWW shall notify the CRMC in writing and shall provide a complete description of the facilities, operational properties being transferred to a new owner or operator, and their ability to meet the terms and conditions of this Assent and/or lease.

Failure to comply with the provisions set forth herein will revoke this Assent and/or lease. The provisions herein are necessary to preserve and protect the coastal resources of this state for this and succeeding generations.

12. Unexpected Effects on Fisheries : Following the third year of operations, the Assent holder shall provide to the Executive Director a report of any unexpected effects caused by the installation or operation of the BIWF. The report shall include a plan to address any unexpected negative effects which will be reviewed and approved by the Executive Director.

13. Recreational Boating (BIWF Assent only): The assent holder shall conduct a survey of recreational boating intensity preconstruction, post-construction, and during construction to capture the periods including July 4th weekend and the June Block Island Race Week. Surveys must include weekdays and weekends. Survey results will be provided to the Executive Director.

14. Research: (BIWF Assent only) Following notice, the wind turbine support structures shall be available for research projects approved by the Executive Director and which relate to the purposes of the OSAMP and that do not affect turbine operation, maintenance, emergency access or turbine warranties. Such availability shall be subject to participants agreeing to executing a release waiving all liability associated with such access and to any requirements of OSHA, ISPS, or other governmental agencies with jurisdiction and the wind turbine owner's site, insurance and HSE procedures and requirements and restrictions in place to protect persons and property.