

HARRIS BEACH PLC
ATTORNEYS AT LAW

June 4, 2024

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VIA ELECTRONIC FILING

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223

RE: Case 20-T-0617: Application of Sunrise Wind LLC for a Certificate of Environmental Compatibility and Public Need for the Construction of Up to 6.2 Miles (320 kilovolt [kV]) of Direct Current (DC) Submarine Export Cable from the New York State Territorial Waters Boundary to the Smith Point County Park on Fire Island in the Town of Brookhaven in Suffolk County and Up to 17.5 Miles (320 kV) of Onshore Transmission Cable from the Landfall at Fire Island to a New Onshore Converter Station in the Town of Brookhaven and Up to 1 Mile (138 kV) of Alternating Current (AC) Onshore Interconnection Cable Connecting to the Existing Holbrook Substation in the Town of Brookhaven in Suffolk County

Dear Secretary Phillips:

On November 17, 2022, the New York State Public Service Commission (the Commission) issued Sunrise Wind LLC (Sunrise Wind) a Certificate of Environmental Compatibility and Public Need (the Certificate) to construct and operate the Sunrise Wind New York Cable Project (the Project)¹ in accordance with the Approval Order and the Certificate Conditions appended thereto as Appendix D. As relevant here, Certificate Condition 18 requires Sunrise Wind to provide copies of “permits necessary to place the transmission cable[,]” including a “National Park Service special use permit” within 15 days of receipt.²

¹ Case 20-T-0617, *Application of Sunrise Wind LLC for a Certificate of Environmental Compatibility and Public Need for the Construction of Up to 6.2 Miles (320 kilovolt [kV]) of Direct Current (DC) Submarine Export Cable from the New York State Territorial Waters Boundary to the Smith Point County Park on Fire Island in the Town of Brookhaven in Suffolk County and Up to 17.5 Miles (320 kV) of Onshore Transmission Cable from the Landfall at Fire Island to a New Onshore Converter Station in the Town of Brookhaven and Up to 1 Mile (138 kV) of Alternating Current (AC) Onshore Interconnection Cable Connecting to the Existing Holbrook Substation in the Town of Brookhaven in Suffolk County*, Order Adopting Terms of A Joint Proposal (issued Nov. 17, 2022) (the Approval Order).

² Approval Order, Appendix D, Condition 18.

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In satisfaction of that relevant portion of Certificate Condition 18, appended for filing in the above-referenced proceeding are three National Park Service (NPS) permits and one Town of Brookhaven (Brookhaven) Highway Work Permit. More specifically, attached as Exhibit 1 is the NPS Special Use Permit No. 24-FIIS-035; attached as Exhibit 2 is the NPS Special Use Permit No. 24-FIIS-41; attached as Exhibit 3 is the NPS Right-of-Way Permit No. RW FIIS-24-001; and attached as Exhibit 4 is the Brookhaven Highway Work Permit No. 20947. Each of the three NPS permits were issued on May 17, 2024, and the Brookhaven Highway Work Permit was issued on May 29, 2024.

If you have any questions about this filing, please contact me directly. Thank you for your continuing attention in this matter.

Respectfully Submitted,

/s/ John T. McManus

John T. McManus

Enclosures

cc: Party List on DMM (*via DMM electronic notification and email notification*)
Aubrey A. Ohanian, Esq., Harris Beach PLLC (*via electronic mail*)

Exhibit 1



SPECIAL USE PERMIT

Fire Island National Seashore
120 Laurel Street
Patchogue, New York 11772
631-687-4758



Permittee information
Permittee name:
Ryan Chaytors
Company/Organization:
Sunrise Wind, LLC
Street address:
437 Madison Avenue, Suite 1903
City:
New York
State:
NY
Country:
USA
Zip code:
10022
Mobile phone number:
617-767-6956
Email:
ryach@orsted.com

Park alpha code: FIIS

Permit # 24-FIIS-035

Type of use:

- ☐ Special event
☐ Filming or still photography
☐ Demonstration, sale, or distribution of printed matter, etc.
☐ Agricultural or grazing
☒ Other: Construction Permit

NEPA compliance:

- ☐ Categorically excluded.
☐ EA/FONSI
☒ EIS
☒ PEPC # 123359
☐ Other _____

Authorizing legislation or other authority:

- ☒ 54 U.S.C. § 100101
☒ 54 U.S.C. § 100751(a)
☒ 54 U.S.C. § 103104
☐ 54 U.S.C. § 100905
☐ Other authority: _____
☒ Park-specific legislation: 16 USC 459e(b) (Fire Island National Seashore boundaries); 16 USC 459e-6(a) (Fire Island National Seashore conservation)

The Permittee is authorized to use the following described waters in Fire Island National Seashore (Park) for the Sunrise Wind Export Cable (SWREC) construction as shown on the map in Exhibit A. The project consists of the installation of the SWREC conduits via horizontal directional drill (HDD) boring below the ocean bottom, extending from mean high tide to approximately 1,000 feet out within Park managed waters. The Permittee may use those waters only for the purposes detailed in the terms and conditions below.

This permit begins at 7:00 am on 05/22/2024 and expires at 5pm on 12/31/2026.

Application fee	Received _____ Not Required _____	Amount \$ <u>50.00</u>
Performance bond	Received _____ Not Required <u>X</u>	Amount \$ _____
Liability insurance	Received <u>X</u> Not Required _____	Amount \$ <u>\$1M/occurrence, \$3M/aggregate</u>
Cost recovery	Received _____ Not Required _____	Amount \$ <u>TBD</u>
Location fee	Received _____ Required _____	Amount \$ _____
Other authorized fee	Received _____ Required _____	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

Ryan Chaytors
Permittee signature
Digitally signed by Alexcy Romero
Date: 2024.05.17 16:41:30 -04'00'

Authorizing NPS official

Authorized Signatory
Title: _____ Date: 5/17/2024

Title: _____ Date: _____

Authorizing NPS official (additional, if required)

Title: _____ Date: _____

General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the Permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Fire Island National Seashore may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This Permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; must be issued by a company licensed to do business and in good standing in New York and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$ N/A from a bonding company licensed to do business and in good standing in New York or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the

National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates Jimmy Maingot, VP Operations, jmaingot@laneydrilling.com, 361-443-3463, and Jim Cleary, Project Executive, jcleary@trevcon.com, (908) 530-7126, as the on-site person(s) responsible for adherence to the permit's terms and conditions. The on-site person(s) must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines recognizing the NPS issuance of this permit may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

Park-specific Terms and Conditions

19. PERMIT DETAILS:

This Special Use Permit numbers eighteen (18) pages and contains eight (8) Exhibits lettered A-H.

20. PERMIT CONTACTS:

Person(s) on site responsible for adherence to the terms and conditions of the permit:

Jimmy Maingot, VP Operations, jmaingot@laneydrilling.com, 361-443-3463 (for the landfall HDD only)

Jim Cleary - Project Executive, jcleary@trevcon.com, (908) 530-7126

Jimmy Maingot and Jim Cleary will be the person(s) on site responsible for adherence to the terms and conditions of the Permit, or their additional permit contacts listed above. Should another employee, not listed above, be designated responsible for adherence to the Permit, their name will be provided to NPS Resource Manager Brendan Newell at 631-569-2488, 631-942-2694 (cell), or via email at Brendan.Newell@nps.gov at least one (1) business day before the start of Permit adherence responsibilities.

Secondary Contacts:

Chuck Cates, Senior Project Manager, ccates@jfbrennan.com, 608-860-1619 for HDD only

Anika Alam - Project Manager, aalam@trevcon.com, (917) 731-3799

21. PARK CONTACTS:

The National Park Service (NPS) Project Manager / Permit Coordinator contact for this permit is NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell), or via email at Brendan_Newell@nps.gov. If the Project Manager is unavailable, please contact Sonia Taiani, Concessions Management and Permit Specialist at 631-569-2578 (office), 631-365-2933 (cell) or via email at Sonia_taiani@nps.gov.

The Permittee shall contact the Permit Coordinator and the Concessions Manager / Permit Specialist at least one (1) business day before the start of Permitted activities to alert NPS of the initiation of Permitted activities. Attendance at the Pre-Signing Permit Review conference call shall meet the requirement for one (1) day notification above.

22. The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All supervisory personnel working for the Permittee within the Permitted Area must carry a copy of this Permit, with at least one (1) copy of the Permit on site at all times. This Permit must be presented to NPS officials upon request. Failure to present this Permit may result in survey activities being immediately suspended.
23. All Permitted work within the Park shall occur Monday – Sunday between dawn and twilight. If weekend work is anticipated, Permittee shall notify the NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell), Brendan_Newell@nps.gov during a weekday prior to weekend work.
24. Permittee shall notify the Permit Coordinator within twenty-four (24) hours of completing Permitted activities.
25. NPS assessment of the environmental impacts of this Project and approval of this Permit is based on Permittee's list of equipment and Permitted activities. The use of larger additional equipment must be approved by the Superintendent at least one week prior to use. Additional analysis of the impacts of such use and / or the addition of activities not described below may be required before such use is allowed.
 - a. EQUIPMENT TO BE USED IS LIMITED TO THE FOLLOWING TYPES:
 - i. Tugs shall be the only vessels used within NPS boundaries. The drill pipe, drill bit, reaming tool, and conduits will all be used within NPS waters under the sand. Drilling mud will also be used within NPS waters under the sand throughout the drilling and reaming operation. The conduits will be floated out from shore through NPS waters to the location outside of NPS waters where the conduits will be pulled back to shore through the reamed hole. The Permittee must notify the Park should other equipment be required for use within NPS boundaries. Refer to Exhibit D.
 - ii. Most of the equipment is located onshore, outside of NPS boundaries and includes the following: drill rig, rig anchoring/thrust block, drill pipe, mud system, mud pump, guidance system, and pipe roller. In addition, trucks, tracked excavators, and tugs will be used to maneuver the conduit into the Atlantic Ocean for the conduit pullback operation.
 - iii. Water-quality monitoring vessel (if needed) shall be in the Atlantic Ocean outside of NPS waters.
 - b. PERMITTED ACTIVITIES:
 - i. Landfall Conduit Installation at Smith County Park

No work shall take place between Memorial Day and Labor Day of any year. This includes work in NPS waters and work in Smith Point County Park (through agreement with the County).

Permittee shall install the landfall conduit as described in permit application and HDD Plan (Exhibit C and Exhibit D). Sunrise Wind shall drill one HDD to support the landfall of the SRWEC–NYS. Up to three ducts (conduits) shall be installed in the drilled bore hole, one for each of the transmission cables (16" diameter high density polyethylene (HDPE) and one for the fiber optic cable (14" diameter HDPE) by HDD installation as described in the plans. The offshore duct (conduit) end shall be laid down

and secured outside of NPS waters using a suitable form of ballast such as concrete mattress and/or rock bags awaiting the subsequent installation of the export cable. When the export cable installation begins, a pull winch attached to either a piled anchor or a gravity anchor (e.g., a large bulldozer), located within Smith Point County Park, shall then be used to pull the cable through the conduit under the sand in NPS waters. Following installation, the HDD exit would be predominantly backfilled. This would take place outside of NPS waters.

The Permittee must submit applicable cable drawings to the NPS for any work occurring within Park boundaries.

The Permittee shall also provide to the NPS the cable monitoring reports and final, as-built information for cables and conduit located in NPS-administered lands and waters.

ii. Activity Stages

The Permittee shall notify the Park no less than two (2) business days before each of the following stages: the start of HDD drilling, transport of the conduit from the County Park to offshore waters, the conduit pull-in and water-quality monitoring. A notification via email shall be sent prior to the start of these activities including their expected duration for specific elements. For water quality monitoring, Permittee shall provide the park with the parameters being sampled and the results.

c. ACCESS:

- i. Access shall be from the Smith Point County Park.
- ii. Except in the case of an emergency, Permittee shall not land their vessel(s) on any Fire Island National Seashore lands, including in the Otis Pike Fire Island High Dunes Wilderness which is immediately adjacent to the west of Smith Point County Park. No shoreline landings of any Permittee vessels shall be allowed under this permit, except in an emergency to human life or safety. Should an emergency landing be required, the Permittee shall immediately contact the U.S. Coast Guard and East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell), the Fire Island National Seashore Dispatch Center at 570-426-2457, and Brendan Newell, Resource Manager at 631-569-2488. The Permittee is responsible for all damages and remediation associated with the unauthorized landing.
- iii. The Permittee shall notify the NPS within 2 business days of any construction, inspection, or repair activities that in any way limits access to areas within Park boundaries to visitors. This includes limiting access to Smith Point County Park, which is within Park boundaries and serves as the only access point to National Park System lands within the Park during parts of the year.
- iv. The Permittee shall provide the park with findings of inspections and site visit investigations within Park boundaries within fourteen (14) days of their completion.
- v. The Permittee shall erect and maintain appropriate warning signs in the form of floating buoys or other warning devices during all periods when it is using the Permitted Area. The Permittee shall follow all applicable U.S. Coast Guard regulations, including nighttime safety lighting and notice to mariners.

d. SCHEDULE

- i. No construction is to occur between Memorial Day and Labor Day of any construction year. There may be other restrictions outside of this time period due to plovers. No on-beach work can occur within one thousand (1,000) meters of unfledged chicks. See also Condition 37.
- ii. Construction Status: The Permittee shall provide the park with weekly construction status updates and any changes to the construction schedule or processes for lands and waters within Park boundaries, including for Smith Point County Park (which is within Park boundaries) as updates and changes may affect Park visitor access.
- iii. The following dates are approximate as submitted by the Permittee:

- The Landfall HDD construction and installation shall take approximately six months, from October 2024 to March 2025.
 - Conduit stringing shall occur on Burma Road within Smith Point County Park for approximately 30 days in December 2024.
 - The maneuvering of the Landfall HDD conduit from Burma Road to the offshore HDD exit shall occur over approximately 1-2 days in December 2024.
 - The cable pull-in shall occur for approximately two-three months from January 2025 – March 2025.
- iv. The Permittee shall notify the NPS not less than 30 days prior to construction activities that take place within Park boundaries. This includes activities within Smith Point County Park, which is within Park boundaries and serves as the only access point to National Park System lands within the Park during parts of the year. The Permittee shall provide the NPS with any changes to construction schedules.
- 26. Engineering Drawings
The Permittee shall compile, retain, and make available to the NPS drawings and documents that affect any lands and waters within Park boundaries. The Permittee shall submit final dated as-built maps and drawings in both AutoCAD and PDF format within 90 days of the conclusion of landfall cable construction.
- 27. Post Installation Cable Monitoring
The Permittee shall provide the NPS with all cable/conduit monitoring reports within 60 days following each inspection for any work occurring within Park boundaries. Authorization for any work within NPS-administered lands or waters must be obtained in advance, as required in the Permittee's right-of-way permit from the NPS.
- 28. Cable Protection Measures
The Permittee shall provide to the NPS any detailed drawings/information where protective measures were used for cables and/or conduit in NPS-administered lands and waters when the as-built cable/conduit information is provided.
- 29. Construction Status
The Permittee shall provide the park with all construction status updates and any changes to the construction schedule or processes for lands and waters within Park boundaries, including for Smith Point County Park (which is within Park boundaries) as updates and changes may affect Park visitor access.
- 30. The use of a helicopter is not permitted except in a medical emergency.
- 31. During Permitted activities, Permittee shall be aware that private vessels will likely be in the area. Permittee shall make their onshore community outreach staff aware of Permitted activities so they can conduct outreach with local mariners. Permittee shall maintain safe and continued passage through the project area. This Permit does not guarantee exclusive use of an area; however, the Superintendent may allow the Permitted area to be closed to visitor access during project activities that require specific safety measures under 36 CFR 1.5. Should NPS staff enter the Permitted Area during active Permitted activities, NPS staff shall meet with the Permittee person in charge on-site to receive any necessary safety briefings. While the Park is open to the public, Permittee shall protect Park staff and potential visitors from permitted activities.
- 32. Oil Spill Response Plan
The Permittee's Oil Spill Response Plan (OSRP) for the Sunrise Wind project shall include specific reference to Fire Island National Seashore, and the National Park Service Coastal Lands/Jurisdictions Annex to the Long Island Sound (LISO) Area Contingency Plan (ACP) (Annex). The OSRP will reference the Emergency Response Plan addressing response in NPS-administered lands and waters. The purpose of the Annex is to provide an operational guide to federal/state/local responders when an oil discharge or release of hazardous substances impacts or threatens to impact resources managed by the NPS. On the New York shoreline, these resources include the Park and all lands, historic structures, cultural resources, estuarine wetlands, coastal habitat, wildlife refuge areas, and the public use areas therein. The Annex supplements the U.S. Coast Guard Area Contingency Plan (ACP) for the Sector Long Island Sound area and the U.S. Coast Guard-Environmental Protection Agency (EPA) Region II Regional Oil and Hazardous Substances Pollution Contingency Plan (RCP) as a zone-specific Annex. It is not intended to duplicate or supersede anything in the sector ACP or the region RCP.

See:
<https://homeport.uscg.mil/Lists/Content/DispForm.aspx?ID=65980&Source=/Lists/Content/DispForm.aspx?ID=65980>
- 33. Shallow Water/Nearshore/Shoreline Procedures and Shoreline Procedures

To ensure consistency with, and implementation of, USCG's LISO ACP, including the Fire Island National Seashore Annex, the Permittee's OSRP procedures, contained in the OSRP-referenced Emergency Response Plan, for response actions in shallow/nearshore waters and shorelines, including figures/graphics as appropriate, will be developed through coordination with the National Park Service, Fire Island National Seashore. This will include content on, among others, authorities, permits, and procedural requirements concerning response related access and actions on or affecting NPS land and waters for which NPS has jurisdiction (jurisdictional boundaries of Fire Island National Seashore extend 4,000 feet on average into the Great South Bay and Moriches Bay and 1,000 feet into the Atlantic Ocean from the mean high-water mark). See also Standard Operating Procedures, herein.

- a. The Permittee's OSRP-referenced Emergency Response Plan shall include a provision whereby the Permittee shall submit a Spill Control Plan to the Park for review and approval before the start of any proposed construction, installation, maintenance, or repair activities. The plan must include a concise list of sensitive resources occurring on NPS-administered lands and/or waters potentially impacted by the activity; maps that identify Environmentally Sensitive areas must note where those lands or waters are administered by the NPS.
 - b. The Permittee shall submit a Spill Control Plan to NPS before the start of Permitted activities. See Exhibit D for more information. Where NPS Terms and Conditions are more restrictive than measures in the Safety Plan, NPS Terms and Conditions shall be followed.
 - c. In the event of a fuel or oil leak/spill, the work shall cease immediately, spill containment deployed, and NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, and the New York State (NYS) Department of Environmental Conservation (DEC), Division of Environmental Remediation, Bureau of Spill Prevention and Response: (718) 482-4651, and / or Chemical or oil spills hotline: (800) 457-7362 as applicable shall be called; notification to their office via email shall be made to derweb@gw.dec.state.ny.us.
 - d. Should a spill result in contamination to onshore soils, the Permittee shall contact Smith Point County Park staff at 631-854-4600, or NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, as applicable. All machinery and vessels containing fuels and oils shall have a spill kit available immediately in the event of a spill. Secondary containment shall be created and used for fueling, the addition of oil, the addition and storage of gas, and any other material or activities which could result in spills while on NPS lands or waters. Fueling shall not be done within Park waters.
34. All activities on NPS land and waters shall be confined to the minimum area necessary. The Permittee shall take preventive measures to ensure only minimal disturbance occurs in the Park. Permittee shall avoid collateral damage from Permitted activities to surrounding areas. All impacted areas shall be restored. Upon completion of the project, the Permittee shall restore any damages to Park property caused by the Permittee or its contractors to the satisfaction of the Superintendent or her representative. Any NPS infrastructure damaged during the Permitted activities, including but not limited to trail footpaths, gates, and NPS boundary markers, shall be restored within fourteen (14) days of work completion. Permittee shall expeditiously repair at the Park's direction and to the Park's satisfaction any damage to the Park's physical resources caused by or occurring incident to Permitted activities, or if repair is not possible, shall provide monetary compensation for the damages.
35. Work areas shall be maintained in a sanitary condition at all times, and waste materials shall be disposed of promptly at an approved waste disposal site. Waste means all discarded matter including but not limited to human waste, trash, garbage, refuse, oil and petroleum products and ashes. Any debris that falls into NPS waters and lands shall be removed and legally disposed of.
36. Exotic and Invasive Plants: The Permittee shall inspect all equipment, vessels and tools prior to entering Park lands and waters to ensure they are free of aquatic vegetation, dirt, seeds, mud and other vegetation that could transport noxious weeds and/or exotic invasive species onto Park lands or into Park waters. Such materials shall be removed and the vessel or equipment in question cleaned prior to accessing Park lands and waters. Permittee vessels shall be inspected by the Permittee prior to entering Park waters to ensure safe operating conditions with no release of pollutants. Frames, tires on any trailers and the trailer itself transporting the vessel, beds, buckets and other attachments must be pressure washed or steam cleaned. Vehicles and equipment are to be cleaned offsite and off NPS lands and waters. The vessel and the engine/outboard motor shall be cleaned on a daily basis prior to entering Park waters. Attention shall be shown to the vessel bottom, under carriage and any surface where soil or materials containing exotic seeds may exist like cracks, crevices and trailer tire treads. All vehicles are subject to inspection. Any equipment and/or vessels leaving the Park shall be re-cleaned before re-entry to the Park land and waters. All workers shall check clothing, backpacks, and equipment for weed

seeds, mud that could harbor weed seeds, and plant parts to prevent the spread and introduction of non-native plants and aquatic species.

37. Rare, threatened, and endangered species, including habitat: Permittee shall ensure care is taken to not disturb any wildlife/aquatic species (reptiles, turtles, migratory birds, raptors, bears, or bats) found nesting, hibernating, estivating, or otherwise living in, or immediately nearby, on-beach worksites. There may be other restrictions outside of the summer no construction period (Memorial Day – Labor Day) due to plovers. No on-beach work can occur within 1,000 meters of unfledged chicks. Permittee shall conduct the work in accordance with Exhibit G, Avian Management Plan. Permittee shall notify the Park of any wildlife/aquatic species discoveries or concerns.
38. The Permittee shall do everything reasonably within its power, both independently and on request of the Superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the Permit area.
39. The Permittee shall submit the Safety Plan to the Park no later than 14 days prior to construction start of the HDD. Permittee and Permittee's contractor shall follow the Permittee's safety plans (Exhibits E & F). Any safety violations shall be corrected immediately. If the violation is not corrected immediately, the project shall be suspended until such corrections are made. The Permittee must describe the procedures and systems that will be used at Project facilities in the case of emergencies, accidents, or non-routine conditions, regardless of whether they are man-made or natural. The Permittee must include, as a part of the standard operating procedures for non-routine conditions, descriptions of high-consequence and low probability events and methods to address those events, including methods of notifying the NPS of any activities or accidents that have resulted, or may result, in materials, supplies, or equipment released or lost in NPS-administered waters or washing ashore on NPS-administered lands, including but not limited to the Otis Pike Fire Island High Dunes Wilderness.
40. Permittee vessels shall not be anchored within Park waters overnight.
41. The Permittee shall halt any activities and notify the NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell) immediately upon discovery of human remains, or archeological, paleontological, or historical findings. See Exhibit H for Inadvertent Discovery Plan. Clearance to proceed shall only be allowed under the condition that if concealed archeological resources are encountered during project activities, all necessary steps will be taken to protect them. Permittee agrees and understands that all artifacts unearthed on Park property shall remain the property of the Park. See Exhibit H - Fire Island National Seashore Plan for Inadvertent Discoveries for additional requirements and instructions.
42. For emergency medical or emergency law enforcement issues Permittee shall call 9-1-1. Once emergency services have been requested through 9-1-1, Permittee shall call NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell) and to make the Park aware of the situation. For non-emergency medical or law enforcement issues, Permittee shall call the above number to request assistance. Permittee may also contact Park Dispatch for assistance by calling 570-426-2457. This line is staffed 24/7.
43. In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors; Park employees; or visitors, the Permittee shall notify the NPS within two (2) hours of the event by contacting the Fire Island National Seashore Dispatch Center at 570-426-2457, Brendan Newell, Resource Manager at 631-569-2488 (cell), East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell) and the U.S. Coast Guard. The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken and submit a complete report, including the resolution of the situation, within ninety (90) days.

Exhibits

- A. Map of Project Area
- B. Technical Information in the Application for Right-of-Way Permit and Special Use Permits
- C. Sunrise Wind Construction and Operations Plan
- D. Sunrise Wind New York Cable Project Case 20-T-0617-Revised Appendix NN- HDD Work Plan
- E. Project Health, Safety, and Environmental Plan
- F. Project HSE Plan
- G. Avian Management Plan
- H. Inadvertent Discovery Plan

Exhibit A – Map

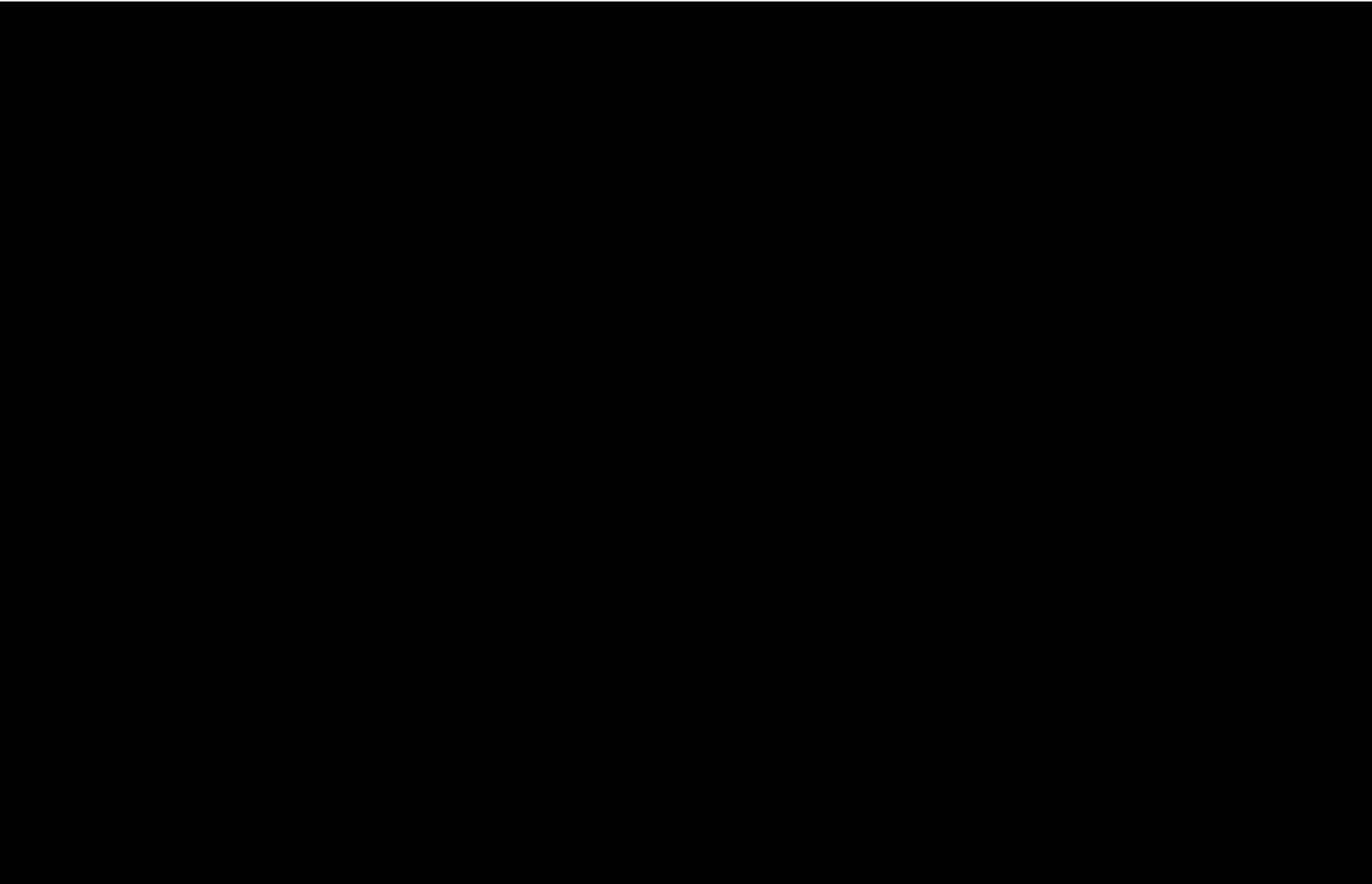


Exhibit B

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the Application, NPS Terms and Conditions shall be followed. (44 pages)

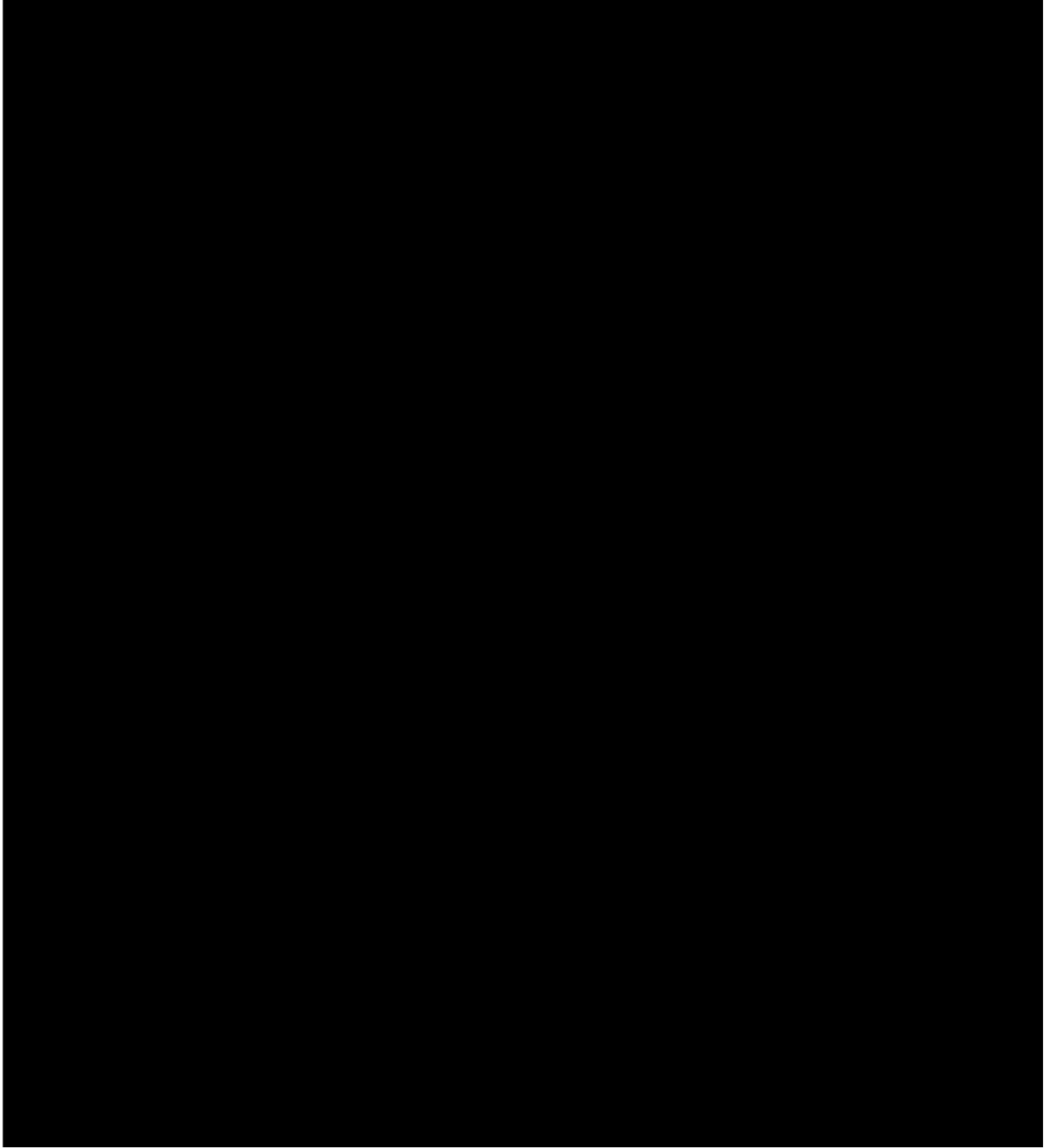


Exhibit C

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the Construction and Operations Plan, NPS Terms and Conditions shall be followed. (935 pages)

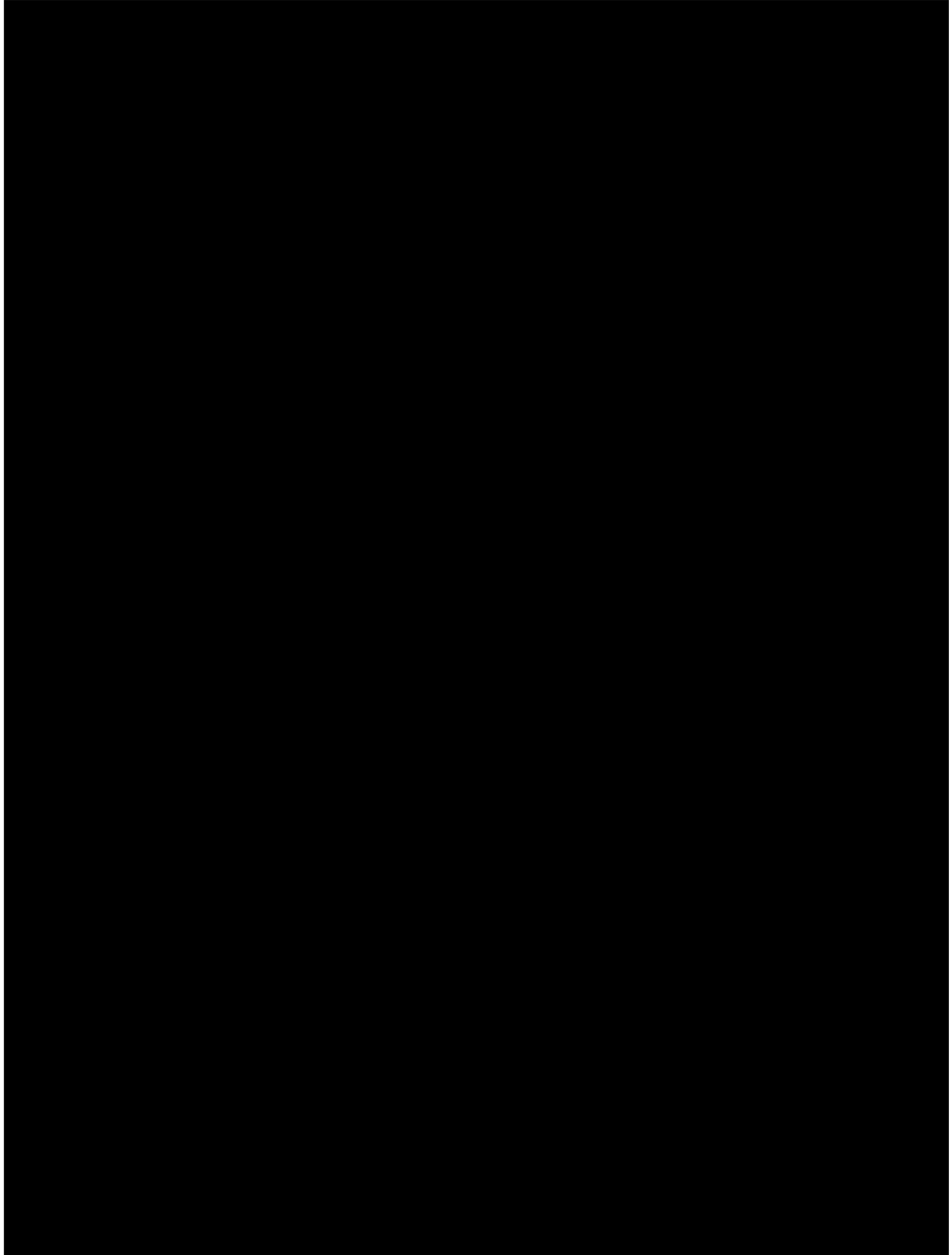


Exhibit D

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the HDD Work Plan, NPS Terms and Conditions shall be followed. (165 pages)

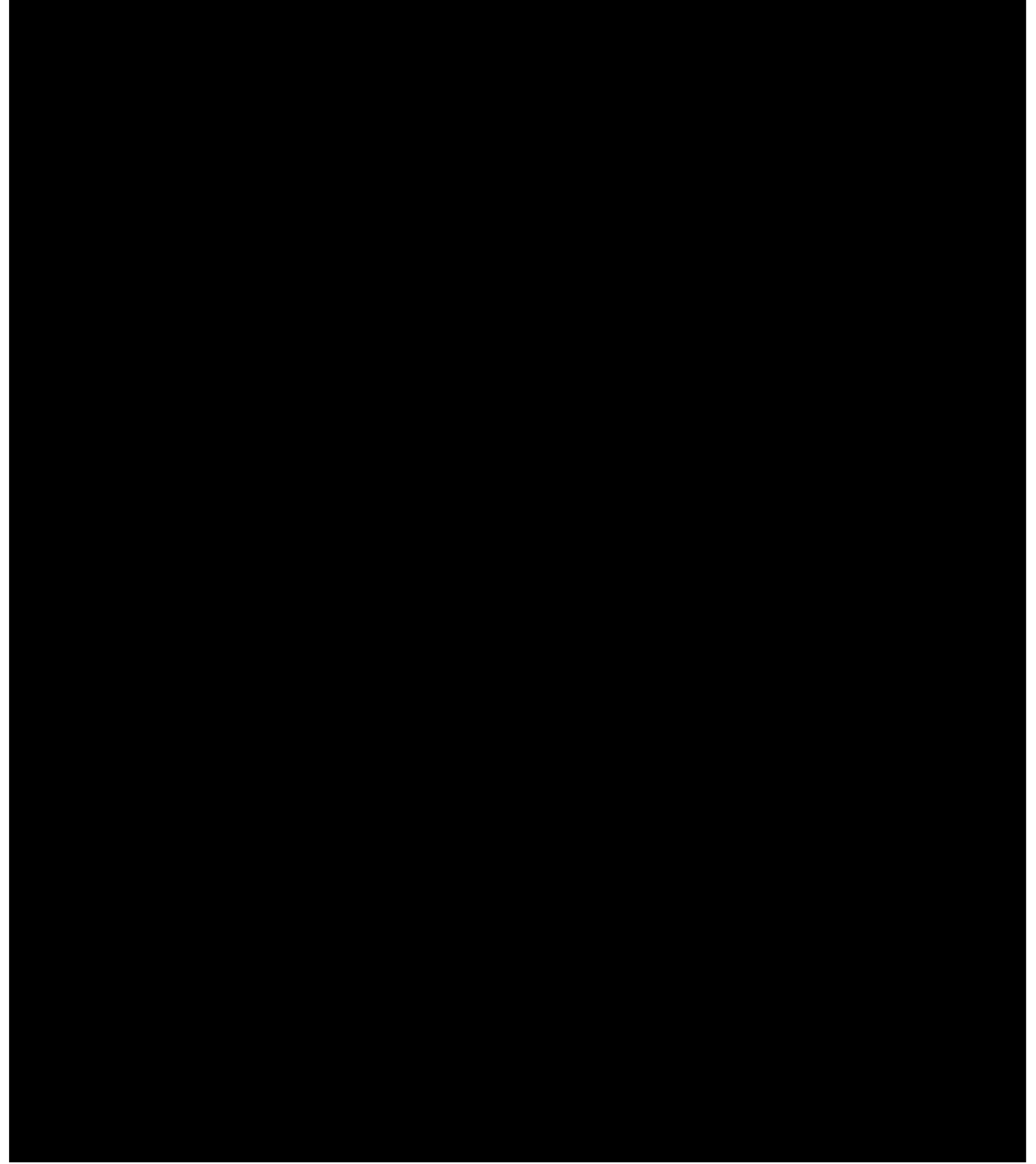


Exhibit E

The plan shown on the following page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Public Health, Safety and Environmental Plan', NPS Terms and Conditions shall be followed. (35 pages)



Sunrise Wind HDD Installation and Marine Support Activities

Project Health, Safety and Environmental Plan

Client: Orsted

Brennan Project ID: 862202

Contract: 4800204932

Scope of Work: HDD and Marine Support Activities

Document ID: 862202-HASP-01

Client Document ID: 08347474

Version: 00-Initial Submission

Status: Review

Exhibit F

The plan shown on the following page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Project HSE Plan', NPS Terms and Conditions shall be followed. (60 pages)

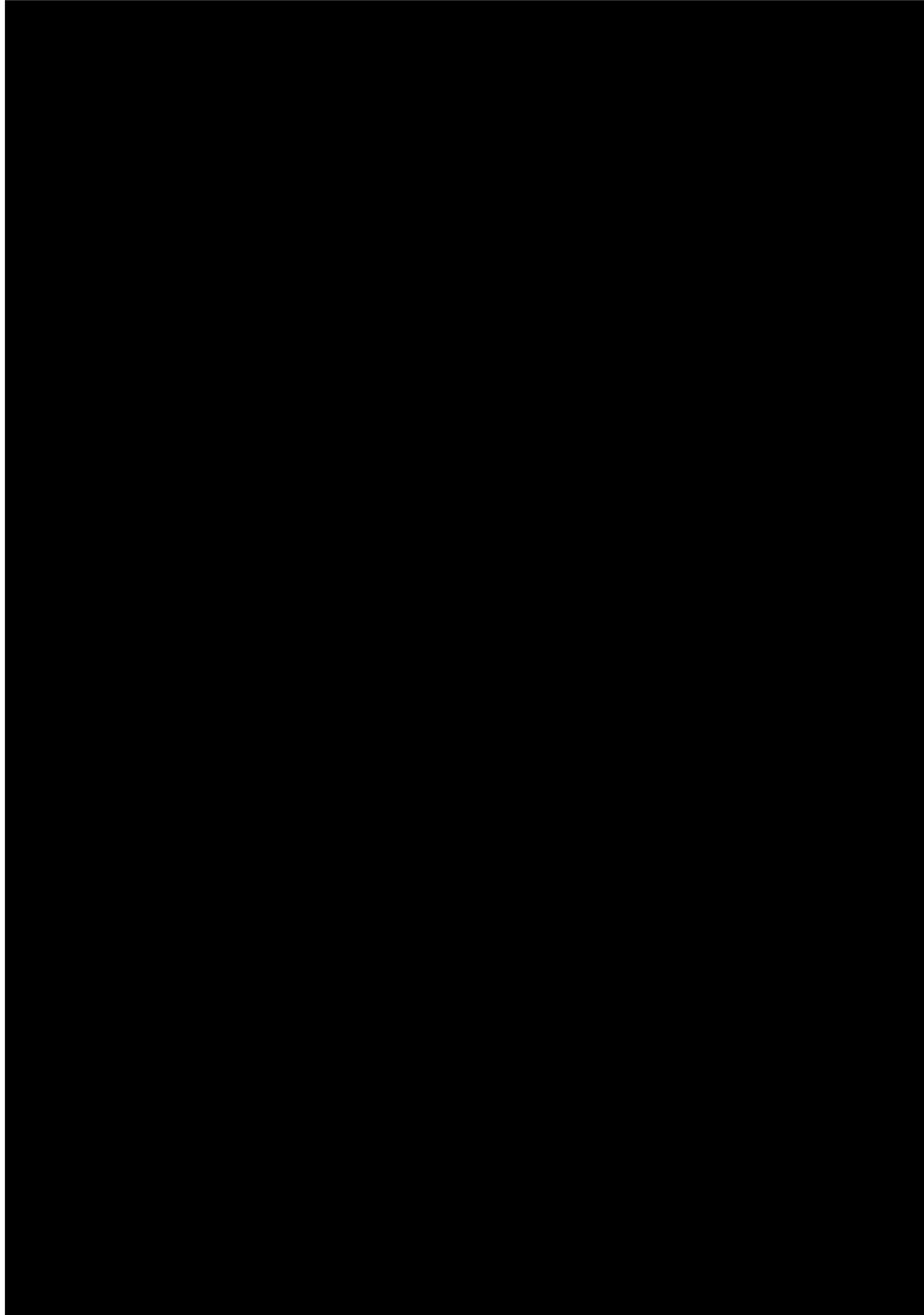


Exhibit G

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Avian Management Plan', NPS Terms and Conditions shall be followed. (10 pages)

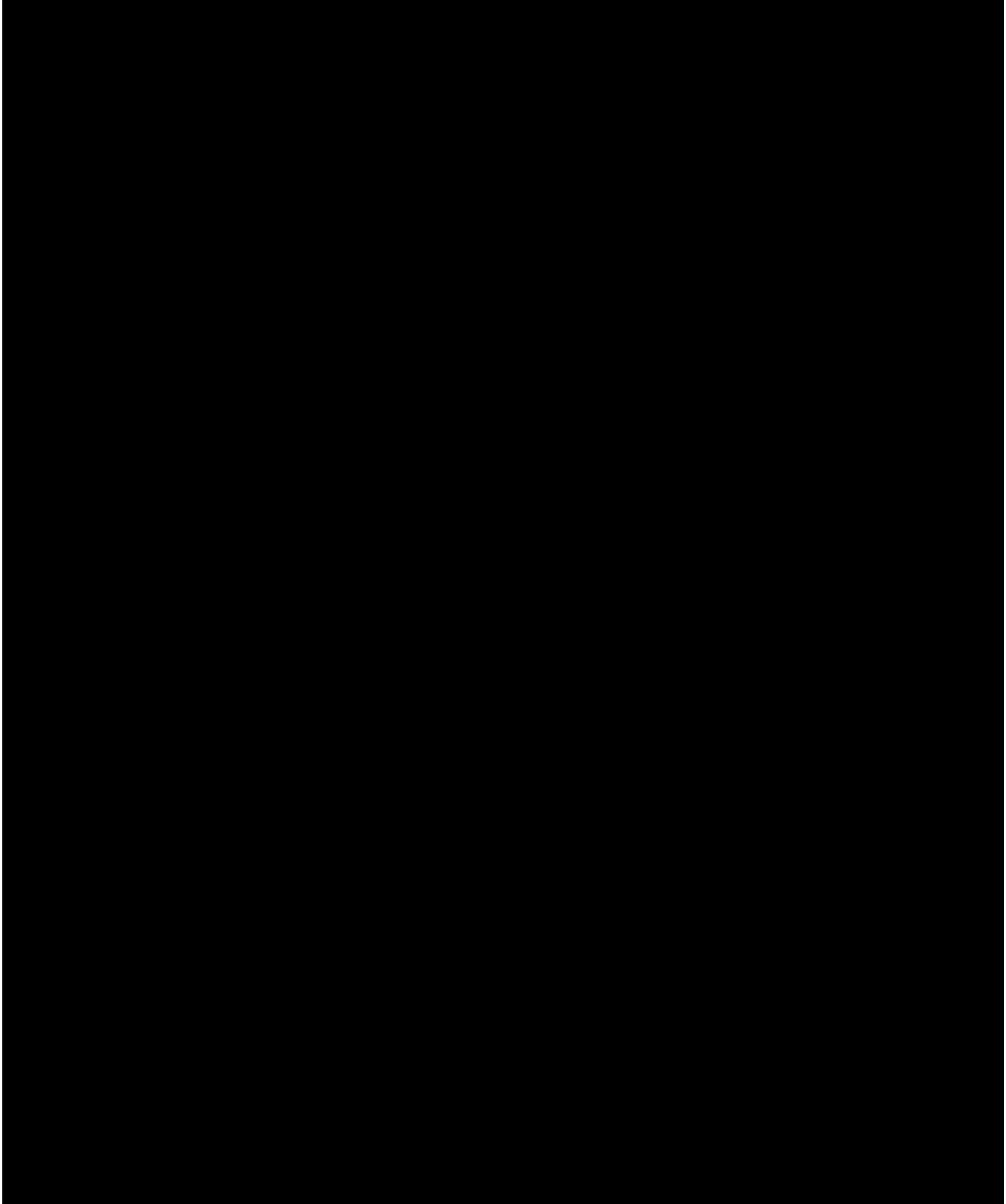


Exhibit H - Fire Island National Seashore Plan for Inadvertent Discoveries

The following plan outlines procedures to follow if archaeological materials or human remains are discovered while working on NPS lands or in NPS waters.

What are cultural resources?

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of glass, pottery, tin cans or bottles, logging or agricultural equipment
- Buried railroad tracks, decking, or other industrial materials
- Building foundations

When in doubt, assume the material is a cultural resource.

What do you do if you uncover a Cultural Resource?

Although an attempt will be made to locate and evaluate archaeological sites and/or components prior to Permitted activities, there is a potential that previously unidentified archeological sites, components, and/or human remains will be identified during Permitted activities. In the event that Permitted activities inadvertently discover a previously unidentified archeological site, component, and/or human remains all survey work will cease in the immediate area. Any willful destruction of the archeological site, component, and/or human remains can result in the prosecution of individuals under the Archeological Resource Protection Act of 1979 (16 U.S.C. 470aa et seq.), and other statutes that protect the Park's cultural resources.

The Permittee project director (the responsible official on site) will immediately notify the Park Archeologist (see below for names and phone numbers).

Discovery of Archeological Site or Component

No work will continue in this area, until the archeological site or component is evaluated by NPS to determine if it meets eligibility criteria of the National Register of Historic Places (NRHP). If the archeological site and/or component(s) are considered eligible to the NRHP, NPS will develop a plan, in consultation with the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO), to protect it or undertake a program of data recovery to mitigate the loss of important archeological data.

Step 1: Stop work. If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work within 50 feet of the discovery must stop. Work can continue in areas outside of the 50-foot area, as long as a subsequent inadvertent discovery does not take place. The discovery location should be secured at all times.

The area of work stoppage will provide for the security, protection, and integrity of the cultural resource. The contractor or project leader (the responsible official on site) will be responsible for taking appropriate steps to protect the discovery. Vehicles, vessels, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.

All artifacts are property of the federal government and should not be collected. Leave all cultural resources in place unless directed otherwise.

Step 2: Notify Park Staff. Immediately contact Sue Sarna, Park Cultural Resource Specialist, Fire Island National Seashore, at 516-287-2351 (cell). If Sue cannot be reached, contact James Nyman, Regional Archeologist (207) 649-7793. Then contact NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295. If the inadvertent discovery is made during projects without an Archeological Monitor on site, notify the Park Staff listed above. If the Park Archaeologist is not available, Park Staff will notify the Northeast Region Archaeology Program (NRAP) for guidance.

If the inadvertent discovery is made during a project with an Archeological Monitor on site, the Monitor will notify Park Staff.

Step 3: Follow Park Guidance. Park Staff will visit the site as soon as possible to evaluate the site to determine if work can resume or if the project must be halted until further notice. Within twenty-four to forty-eight hours (24 - 48 hours), the steps detailed above to assess and evaluate NRHP eligibility and develop a plan will be undertaken in consultation with the SHPO/THPO. If an NPS approved Archeological Monitor is on site, they must be notified of any discoveries and can determine if a work stoppage is required and any other appropriate actions to take.

Discovery of Human Remains, Funerary Objects, or Objects of Cultural Patrimony

The discovery of human remains, funerary objects and objects of cultural patrimony, will be treated in accordance with the Native American Graves and Repatriation Act (NAGPRA); 25 U.S.C. 3001 et seq.

In the event that human remains, likely funerary objects, or objects of cultural patrimony are discovered during Permitted activities, work at that location will stop immediately, the area will be secured, and the Permittee project director (the responsible official on site) will notify the Park Archaeologist immediately. See the names and phone numbers listed above for appropriate contacts. Consultation with the appropriate SHPO/THPOs and other interested Native American groups will be initiated and a determination as to the disposition of these remains and/or associated funerary objects will be determined in consultation with the SHPO/THPOs.

If human remains are found, all work in the area shall stop. Park Dispatch (see numbers above) shall be notified to begin the determination if the remains are from a crime scene or are archeological in nature. The Park Superintendent will be notified according to NAGPRA requirements.

EXHIBIT 2



SPECIAL USE PERMIT

Fire Island National Seashore
120 Laurel Street
Patchogue, New York 11772
631-687-4758



Permittee information
Permittee name:
Ryan Chaytors
Company/Organization:
Sunrise Wind, LLC
Street address:
437 Madison Avenue, Suite 1903
City:
New York
State:
NY
Country:
USA
Zip code:
10022
Mobile phone number:
617-767-6956
Email:
ryach@orsted.com

Park alpha code: FIIS

Permit # 24-FIIS-41

Type of use:

- ☐ Special event
☐ Filming or still photography
☐ Demonstration, sale, or distribution of printed matter, etc.
☐ Agricultural or grazing
☒ Other: Construction Permit

NEPA compliance:

- ☐ Categorically excluded.
☐ EA/FONSI
☒ EIS
☒ PEPC # 123359
☐ Other _____

Authorizing legislation or other authority:

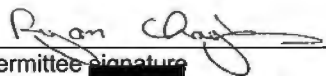

- ☒ 54 U.S.C. § 100101
☒ 54 U.S.C. § 100751(a)
☒ 54 U.S.C. § 103104
☐ 54 U.S.C. § 100905
☐ Other authority: _____
☒ Park-specific legislation: 16 USC 459e(b) (Fire Island National Seashore boundaries); 16 USC 459e-6(a) (Fire Island National Seashore conservation)

The Permittee is authorized to use the following described waters in Fire Island National Seashore (Park) for the Sunrise Wind Export Cable (SWREC) construction as shown on the map in Exhibit A. The project consists of the installation and use of a temporary landing structure installed on the north side of Smith Point County Park, both in water and onshore, to aid in the transport of equipment/materials barged back and forth across the Intracoastal Waterway (ICW) during construction. The Permittee may use those waters only for the purposes detailed in the terms and conditions below.

This permit begins at 7:00 am on 05/22/2024 and expires at 5pm on 12/31/2026.

Application fee	Received _____ Not Required _____	Amount \$ <u>50.00</u>
Performance bond	Received _____ Not Required <u>X</u>	Amount \$ _____
Liability insurance	Received <u>X</u> Not Required _____	Amount \$ <u>\$1M/occurrence, \$3M/aggregate</u>
Cost recovery	Received _____ Not Required _____	Amount \$ <u>TBD</u>
Location fee	Received _____ Required _____	Amount \$ _____
Other authorized fee	Received _____ Required _____	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.


Permittee Signature

Digitally signed by Alexcy Romero
Date: 2024.05.17 16:41:59 -04'00'

Authorized Signatory
Title: _____ Date: 5/17/2024

Authorizing NPS official
Title: _____ Date: _____

Authorizing NPS official (additional, if required)
Title: _____ Date: _____

General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the Permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Fire Island National Seashore may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This Permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; must be issued by a company licensed to do business and in good standing in New York and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$ N/A from a bonding company licensed to do business and in good standing in New York or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park

Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates Quintin Thorson, Regional Operations Manager, qthorson@jfbrennan.com, 608-799-3524, Michael Paci – General Manager, mpaci@hauglandllc.com, 516-253-8253 and Jim Cleary - Project Executive, jcleary@trevcon.com, (908) 530-7126 as the on-site person(s) responsible for adherence to the permit's terms and conditions. The on-site persons must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
17. Credit Lines recognizing the NPS issuance of this permit may be approved through additional terms and conditions.
18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

Park-specific Terms and Conditions

19. PERMIT DETAILS:

This Special Use Permit numbers eighteen (18) pages and contains eight (8) Exhibits lettered A-H.

20. PERMIT CONTACTS:

Person(s) on site responsible for adherence to the terms and conditions of the permit:

Quintin Thorson, Regional Operations Manager, qthorson@jfbrennan.com, 608-799-3524

Michael Paci, General Manager, mpaci@hauglandllc.com, 516-253-8253

Jim Cleary - Project Executive, jcleary@trevcon.com, (908) 530-7126

Quintin Thorson, Michael Paci, Jim Cleary will be the person(s) on site responsible for adherence to the terms and conditions of the Permit, or their additional permit contacts listed above. Should another employee, not listed above, be designated responsible for adherence to the Permit, their name will be provided to NPS Resource Manager Brendan Newell at 631-569-2488, 631-942-2694 (cell), or via email at Brendan_Newell@nps.gov at least one (1) business day before the start of Permit adherence responsibilities.

Secondary Contacts:

Chuck Cates, Senior Project Manager, ccates@ifbrennan.com, 608-860-1619

Taylor Carsch – Operations Supervisor, tcarsch@hauglandllc.com, 516-350-1430

Anika Alam - Project Manager, aalam@trevcon.com, (917) 731-3799

21. PARK CONTACTS:

The National Park Service (NPS) Project Manager / Permit Coordinator contact for this permit is NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell), or via email at Brendan_Newell@nps.gov. If the Project Manager is unavailable, please contact Sonia Taiani, Concessions Management and Permit Specialist at 631-569-2578 (office), 631-365-2933 (cell) or via email at Sonia_taiani@nps.gov.

The Permittee shall contact the Permit Coordinator and the Concessions Manager / Permit Specialist at least one (1) business day before the start of Permitted activities to alert NPS of the initiation of Permitted activities. Attendance at the Pre-Signing Permit Review conference call shall meet the requirement for one (1) day notification above.

22. The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All supervisory personnel working for the Permittee within the Permitted Area must carry a copy of this Permit, with at least one (1) copy of the Permit on site at all times. This Permit must be presented to NPS officials upon request. Failure to present this Permit may result in survey activities being immediately suspended.
23. All Permitted work within the Park shall occur Monday – Sunday between dawn and twilight. If weekend work is anticipated, Permittee shall notify the NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell), Brendan_Newell@nps.gov during a weekday prior to weekend work.
24. Permittee shall notify the Permit Coordinator within twenty-four (24) hours of completing Permitted activities.
25. NPS assessment of the environmental impacts of this Project and approval of this Permit is based on Permittee's list of equipment and Permitted activities. The use of larger additional equipment must be approved by the Superintendent at least one week prior to use. Additional analysis of the impacts of such use and / or the addition of activities not described below may be required before such use is allowed.
 - a. EQUIPMENT TO BE USED IS LIMITED TO THE FOLLOWING TYPES:
 - i. Landing structure: Equipment for the landing structure construction includes a construction barge with a crane, vibratory hammer and approximately twenty-three (23) 14-to-18-inch steel piles. The finished size of the pier surface over the water will be approximately 240 feet long by 18 feet wide, approximately 6 feet above the water surface. The construction barges will also traverse NPS waters in the ICW between the Smith Point Marina and the landing structure at Smith Point County Park. See Exhibit C.
 - b. PERMITTED ACTIVITIES:
 - i. No work shall take place between Memorial Day and Labor Day of any year. This includes work in NPS waters and work in Smith Point County Park (through agreement with the County).
 - ii. There shall be no incursions, temporary, momentary or otherwise into the Otis Pike Fire Island High Dunes Wilderness during any barging or construction activities unless there is an emergency and landing cannot be safely avoided. See Condition 25(c)(ii) below.
 - iii. Permittee shall install, utilize and remove the landing structure as described in the Permit application (see Exhibit B).
 - iv. Landing Structure: The Permittee may install and utilize a landing structure to support construction activities for the permitted period, approximately twenty-seven (27) months, with daily use limited to two

distinct construction seasons, after Labor Day to before Memorial Day. These will occur in different years. The Permittee must notify the Park 30 days before Labor Day as to when permitted activities are to restart.

- v. In the area of Smith Point County Park in NPS managed waters, the piles shall be installed in the water via vibratory hammer, and the landing structure platform shall be installed on top of the piles. Once the platform is installed, the construction barges will transport materials between Smith Point Marina and Smith Point County Park. The Permittee shall submit final as-built drawings of the landing structure within 30 days of the completion of the installation.
- vi. The Permittee shall be responsible for the maintenance and upkeep of the landing structure throughout the construction period.
- vii. The Permittee shall notify the Park no less than two (2) business days before the installation, use or transport of materials to and from the landing structure. A notification via email prior to the start of these activities and their expected duration for specific elements, such as installation, moving equipment across the ICW, etc. shall suffice. Activities may include but are not limited to the following:

Transport of equipment / materials via barge between Smith Point Marina and Smith Point County Park;

Ice-breaking activities, if needed, during use of the ICW to transport equipment/materials

Temporary activities, such as pier repair or ongoing maintenance, that are needed during the Permit period.
- viii. Should any emergency repairs be needed in NPS managed waters in the ICW, Permittee shall notify the Park and conduct the emergency repairs. Specific details shall be provided after the emergency repairs have been made. Any emergency follow-up activities may require an additional permit. The Permittee shall contact NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell), NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, and Smith Point County Park staff at 631-854-4600, as applicable.
- ix. If any water-quality monitoring is conducted in NPS-managed waters during the Permit period, whether for installation and removal of the landing structure, installation of the ICW HDD or during barge use, the Permittee shall provide the Park with the parameters being sampled, the date of the sampling and the results.
- x. Security: Permittee is responsible for maintaining security for the landing structure and any vessels tied to it in NPS-managed waters for the duration of the Permit period. This includes nights, weekends and the summer period when construction shall not be taking place. Park law enforcement may be called if needed to respond to any security issues. East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell), the Fire Island National Seashore Dispatch Center at 570-426-2457 and the U.S. Coast Guard may be contacted for assistance with any security or law enforcement issues.

c. ACCESS:

- i. Access shall be from the Smith Point County Park.
- ii. Except in the case of an emergency, Permittee shall not land their vessel(s) on any Fire Island National Seashore lands, including in the Otis Pike Fire Island High Dunes Wilderness which is immediately adjacent to the west of Smith Point County Park. No shoreline landings of any Permittee vessels shall be allowed under this permit, except in an emergency to human life or safety. Should an emergency landing be required, the Permittee shall immediately contact the U.S. Coast Guard and East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell), the Fire Island National Seashore Dispatch Center at 570-426-2457, and Brendan Newell, Resource Manager at 631-569-2488. The Permittee is responsible for all damages and remediation associated with the unauthorized landing.
- iii. The Permittee shall notify the NPS within 2 business days of any construction, inspection, or repair activities that in any way limits access to areas within Park boundaries to visitors. This includes limiting access to Smith Point County Park, which is within Park boundaries and serves as the only access point to National Park System lands within the Park during parts of the year.

- iv. The Permittee shall provide the park with findings of inspections and site visit investigations within Park boundaries within 14 days of their completion.
- v. The Permittee shall erect and maintain appropriate warning signs in the form of floating buoys or other warning devices during all periods when it is using the Permitted Area. The Permittee shall follow all applicable U.S. Coast Guard regulations, including nighttime safety lighting and notice to mariners.

d. SCHEDULE

- i. No construction shall occur between Memorial Day and Labor Day of any construction year. There may be other restrictions outside of this time period due to plovers. No on-beach work can occur within one thousand (1,000) meters of unfledged chicks. See also Condition 35.
- ii. Construction Status: The Permittee shall provide the park with weekly construction status updates and any changes to the construction schedule or processes for lands and waters within Park boundaries, including for Smith Point County Park (which is within Park boundaries) as updates and changes may affect Park visitor access.
- iii. The following dates are approximate as submitted by the Permittee:
 - o The landing structure construction shall take approximately 4-6 weeks, from September - October 2024.
 - o Barging activity between Smith Point Marina and Smith Point County Park shall occur regularly between October 2024 and May 2026.
 - o The ICW HDD installation shall take approximately 4 months, from October 2024 to January 2025.
- iv. The Permittee shall notify the NPS not less than 30 days prior to construction activities that take place within Park boundaries. This includes activities within Smith Point County Park, which is within Park boundaries and serves as the only access point to National Park System lands within the Park during parts of the year. The Permittee shall provide the NPS with any changes to construction schedules.

26. Engineering Drawings

The Permittee shall compile, retain, and make available to the NPS drawings and documents that affect any lands and waters within Park boundaries. The Permittee shall submit final dated as-built maps and drawings in both AutoCAD and PDF format within 90 days of the conclusion of landfall cable construction.

27. Cable Protection Measures

The Permittee shall provide to the NPS any detailed drawings/information where protective measures were used for cables and/or conduit in NPS-administered lands and waters.

28. The use of a helicopter is not permitted except in a medical emergency.

29. During Permitted activities, Permittee shall be aware that private vessels will likely be in the area. Permittee shall make their onshore community outreach staff aware of Permitted activities so they can conduct outreach with local mariners. Permittee shall maintain safe and continued passage through the project area. This Permit does not guarantee exclusive use of an area; however, the Superintendent may allow the Permitted area to be closed to visitor access during project activities that require specific safety measures under 36 CFR 1.5. Should NPS staff enter the Permitted Area during active Permitted activities, NPS staff shall meet with the Permittee person in charge on-site to receive any necessary safety briefings. While the Park is open to the public, Permittee shall protect Park staff and potential visitors from permitted activities.

30. Oil Spill Response Plan

The Permittee's Oil Spill Response Plan (OSRP) for the Sunrise Wind project shall include specific reference to Fire Island National Seashore, and the National Park Service Coastal Lands/Jurisdictions Annex to the Long Island Sound (LISO) Area Contingency Plan (ACP) (Annex). The OSRP will reference the Emergency Response Plan addressing response in NPS-administered lands and waters. The purpose of the Annex is to provide an operational guide to federal/state/local responders when an oil discharge or release of hazardous substances impacts or threatens to impact resources managed by the NPS. On the New York shoreline, these resources include the Park and all lands, historic structures, cultural resources, estuarine wetlands, coastal habitat, wildlife refuge areas, and the public use areas therein. The Annex supplements the U.S. Coast Guard Area Contingency Plan (ACP) for the Sector Long Island Sound area and the U.S. Coast Guard-Environmental Protection Agency

(EPA) Region II Regional Oil and Hazardous Substances Pollution Contingency Plan (RCP) as a zone-specific Annex. It is not intended to duplicate or supersede anything in the sector ACP or the region RCP.

See:

<https://homeport.uscg.mil/Lists/Content/DispForm.aspx?ID=65980&Source=/Lists/Content/DispForm.aspx?ID=65980>

31. Shallow Water/Nearshore/Shoreline Procedures and Shoreline Procedures

To ensure consistency with, and implementation of, USCG's LISO ACP, including the Fire Island National Seashore Annex, the Permittee's OSRP procedures, contained in the OSRP-referenced Emergency Response Plan, for response actions in shallow/nearshore waters and shorelines, including figures/graphics as appropriate, will be developed through coordination with the National Park Service, Fire Island National Seashore. This will include content on, among others, authorities, permits, and procedural requirements concerning response related access and actions on or affecting NPS land and waters for which NPS has jurisdiction (jurisdictional boundaries of Fire Island National Seashore extend 4,000 feet on average into the Great South Bay and Moriches Bay and 1,000 feet into the Atlantic Ocean from the mean high-water mark). See also Standard Operating Procedures, herein.

- a. The Permittee's OSRP-referenced Emergency Response Plan shall include a provision whereby the Permittee shall submit a Spill Control Plan to the Park for review and approval before the start of any proposed construction, installation, maintenance, or repair activities. The plan must include a concise list of sensitive resources occurring on NPS-administered lands and/or waters potentially impacted by the activity; maps that identify Environmentally Sensitive areas must note where those lands or waters are administered by the NPS.
 - b. The Permittee shall submit a Spill Control Plan to NPS before the start of Permitted activities. See Exhibits D-F for more information. Where NPS Terms and Conditions are more restrictive than measures in the Safety Plans, NPS Terms and Conditions shall be followed.
 - c. In the event of a fuel or oil leak/spill, the work shall cease immediately, spill containment deployed, and NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, and the New York State (NYS) Department of Environmental Conservation (DEC), Division of Environmental Remediation, Bureau of Spill Prevention and Response: (718) 482-4651, and / or Chemical or oil spills hotline: (800) 457-7362 as applicable shall be called; notification to their office via email shall be made to derweb@gw.dec.state.ny.us.
 - d. Should a spill result in contamination to onshore soils, the Permittee shall contact Smith Point County Park staff at 631-854-4600, or NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295, as applicable. All machinery and vessels containing fuels and oils shall have a spill kit available immediately in the event of a spill. Secondary containment shall be created and used for fueling, the addition of oil, the addition and storage of gas, and any other material or activities which could result in spills while on NPS lands or waters. Fueling shall not be done within Park waters.
32. All activities on NPS land and waters shall be confined to the minimum area necessary. The Permittee shall take preventive measures to ensure only minimal disturbance occurs in the Park. Permittee shall avoid collateral damage from Permitted activities to surrounding areas. All impacted areas shall be restored. Upon completion of the project, the Permittee shall restore any damages to Park property caused by the Permittee or its contractors to the satisfaction of the Superintendent or her representative. Any NPS infrastructure damaged during the Permitted activities, including but not limited to trail footpaths, gates, and NPS boundary markers, shall be restored within fourteen (14) days of work completion. Permittee shall expeditiously repair at the Park's direction and to the Park's satisfaction any damage to the Park's physical resources caused by or occurring incident to Permitted activities, or if repair is not possible, shall provide monetary compensation for the damages.
33. Work areas shall be maintained in a sanitary condition at all times, and waste materials shall be disposed of promptly at an approved waste disposal site. Waste means all discarded matter including but not limited to human waste, trash, garbage, refuse, oil and petroleum products and ashes. Any debris that falls into NPS waters and lands shall be removed and legally disposed of.
34. Exotic and Invasive Plants: The Permittee shall inspect all equipment, vessels and tools prior to entering Park lands and waters to ensure they are free of aquatic vegetation, dirt, seeds, mud and other vegetation that could transport noxious weeds and/or exotic invasive species onto Park lands or into Park waters. Such materials shall be removed and the vessel or equipment in question cleaned prior to accessing Park lands and waters.

Permittee vessels shall be inspected by the Permittee prior to entering Park waters to ensure safe operating conditions with no release of pollutants. Frames, tires on any trailers and the trailer itself transporting the vessel, beds, buckets and other attachments must be pressure washed or steam cleaned. Vehicles and equipment are to be cleaned offsite and off NPS lands and waters. The vessel and the engine/outboard motor shall be cleaned on a daily basis prior to entering Park waters. Attention shall be shown to the vessel bottom, under carriage and any surface where soil or materials containing exotic seeds may exist like cracks, crevices and trailer tire treads. All vehicles are subject to inspection. Any equipment and/or vessels leaving the Park shall be re-cleaned before re-entry to the Park land and waters. All workers shall check clothing, backpacks, and equipment for weed seeds, mud that could harbor weed seeds, and plant parts to prevent the spread and introduction of non-native plants and aquatic species.

35. Rare, threatened, and endangered species, including habitat: Permittee shall ensure care is taken to not disturb any wildlife/aquatic species (reptiles, turtles, migratory birds, raptors, bears, or bats) found nesting, hibernating, estivating, or otherwise living in, or immediately nearby, on-beach worksites. There may be other restrictions outside of the summer no construction period (Memorial Day – Labor Day) due to plovers. No on-beach work can occur within one thousand (1,000) meters of unfledged chicks. Permittee shall conduct the work in accordance with Exhibit G, Avian Management Plan. Permittee shall notify the Park of any wildlife/aquatic species discoveries or concerns.
36. The Permittee shall do everything reasonably within its power, both independently and on request of the Superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the Permit area.
37. The Permittee shall submit the Safety Plan to the Park no later than 14 days prior to construction start of the landing structure. Permittee and Permittee's contractor shall follow the Permittee's safety plans (Exhibit D - F). Any safety violations shall be corrected immediately. If the violation is not corrected immediately, the project shall be suspended until such corrections are made. The Permittee must describe the procedures and systems that will be used at Project facilities in the case of emergencies, accidents, or non-routine conditions, regardless of whether they are man-made or natural. The Permittee must include, as a part of the standard operating procedures for non-routine conditions, descriptions of high-consequence and low probability events and methods to address those events, including methods of notifying the NPS of any activities or accidents that have resulted, or may result, in materials, supplies, or equipment released or lost in NPS-administered waters or washing ashore on NPS-administered lands, including but not limited to the Otis Pike Fire Island High Dunes Wilderness.
38. Permittee vessels shall not be anchored within Park waters overnight.
39. The Permittee shall halt any activities and notify the NPS Resource Manager Brendan Newell at 631-569-2488 (office), 631-942-2694 (cell) immediately upon discovery of human remains, or archeological, paleontological, or historical findings. See Exhibit H for Inadvertent Discovery Plan. Clearance to proceed shall only be allowed under the condition that if concealed archeological resources are encountered during project activities, all necessary steps will be taken to protect them. Permittee agrees and understands that all artifacts unearthed on Park property shall remain the property of the Park. See Exhibit H - Fire Island National Seashore Plan for Inadvertent Discoveries for additional requirements and instructions.
40. For emergency medical or emergency law enforcement issues Permittee shall call 9-1-1. Once emergency services have been requested through 9-1-1, Permittee shall call NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295 to make the Park aware of the situation. For non-emergency medical or law enforcement issues, Permittee shall call the above number to request assistance. Permittee may also contact Park Dispatch for assistance by calling 570-426-2457. This line is staffed 24/7.
41. In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors; Park employees; or visitors, the Permittee shall notify the NPS within two (2) hours of the event by contacting the Fire Island National Seashore Dispatch Center at 570-426-2457, Brendan Newell, Resource Manager at 631-569-2488 (cell), East District Chief Ranger Erik Westpfahl at 631-252-0984 (cell) and the U.S. Coast Guard. The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken and submit a complete report, including the resolution of the situation, within ninety (90) days.

Exhibits

- A. Map of Project Area
- B. Technical Information in the Application for Right-of-Way Permit and Special Use Permits
- C. Sunrise Wind Construction and Operations Plan
- D. Health and Safety Plan
- E. Project Health, Safety and Environment Plan
- F. Project HSE Plan
- G. Avian Management Plan
- H. Inadvertent Discovery Plan

Exhibit A – Map

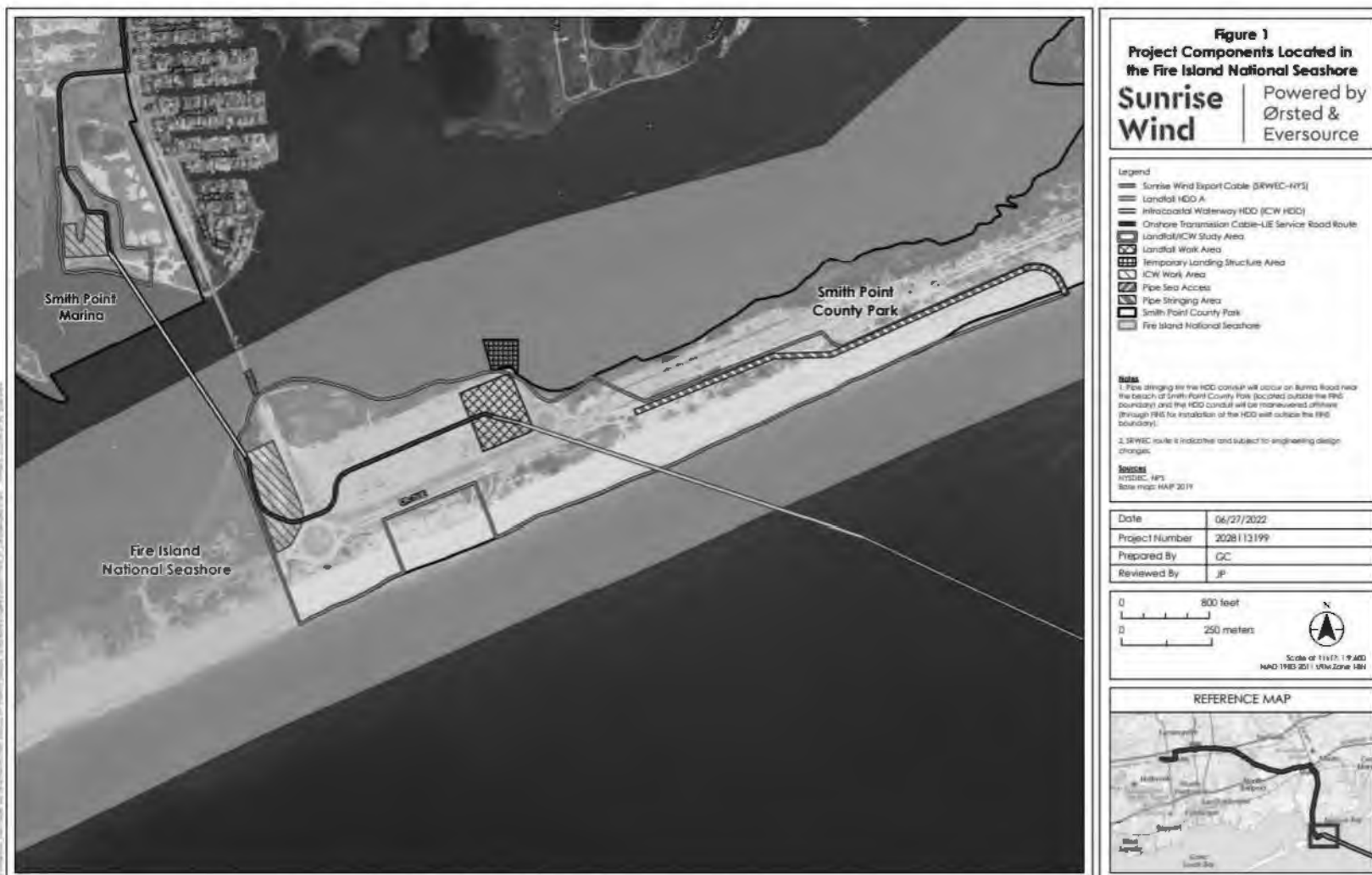


Exhibit B

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the Application, NPS Terms and Conditions shall be followed. (44 pages)

Sunrise Wind Farm Project

Application for Right of Way Permit and Special Use Permit on Federal Lands and Property – Fire Island National Seashore

August 6, 2021

Revised June 27, 2022

Submitted to:	National Park Service 120 Laurel Street Patchogue, NY 11772
Submitted by:	Sunrise Wind LLC 437 Madison Avenue, Suite 1903 New York, NY 10022
Prepared by:	Stantec Consulting Services Inc. 30 Park Drive Topsham, ME 04086

Sunrise Wind	Powered by Ørsted & Eversource
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Exhibit C

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the Construction and Operations Plan, NPS Terms and Conditions shall be followed. (935 pages)

Construction & Operations Plan Sunrise Wind Farm Project

Executive Summary, Introduction, Project Siting
and Design Development, Description of
Proposed Activity, Site Characterization and
Assessment of Impacts, References

December 20, 2023

Submitted to



Submitted by

**Sunrise
Wind**

powered by
United &
PacifiCorp

Prepared by



Exhibit D

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Health and Safety Plan', NPS Terms and Conditions shall be followed. (150 pages)

	Rev No	01
	Page No	1 of 150
Health and Safety Work Plan	Date	06/06/23



HEALTH AND SAFETY **PLAN**

**Sunrise Wind Underground
Transmission Duct Bank**

For

Eversource Energy

Exhibit E

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Public Health, Safety and Environment Plan', NPS Terms and Conditions shall be followed. (35 pages)



Sunrise Wind HDD Installation and Marine Support Activities

Project Health, Safety and Environmental Plan

Client: Orsted

Brennan Project ID: 862202

Contract: 4800204932

Scope of Work: HDD and Marine Support Activities

Document ID: 862202-HASP-01

Client Document ID: 08347474

Version: 00-Initial Submission

Status: Review

Exhibit F

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Project HSE Plan, NPS Terms and Conditions shall be followed. (60 pages)



Document title:

PROJECT HSE PLAN

Project:

SUNRISE WIND PROJECT

Scope:

EXPORT CABLE INSTALLATION

Principal:

SUNRISE WIND LLC

Original Document no.: 08134570

JDN Document no.: N/A

D	07-06-2023	For construction	MCL	WGUC	LUPI	
C	25-05-2023	For review	MCL	WGUC	LUPI	
B	02-05-2023	For review	MCL	BOJE	LUPI	
A	06-03-2023	For review	MCL	BOJE	LUPI	
Rev.	Date	Purpose of submission	Prepared	Checked	Approved	
Jan De Nul Luxembourg SA						

Exhibit G

The plan shown on this page is incorporated by reference in its entirety and shall be followed and implemented as applicable. Where NPS Terms and Conditions are more restrictive than measures in the 'Avian Management Plan', NPS Terms and Conditions shall be followed. (10 pages)

Sunrise Wind New York Cable Project Case 20-T-0617

Environmental Construction and Management Plan 1

Revised Appendix Y Avian Management Plan

Prepared for:

**Sunrise
Wind**

Powered by
Ørsted &
Eversource

March 14, 2023

Exhibit H - Fire Island National Seashore Plan for Inadvertent Discoveries

The following plan outlines procedures to follow if archaeological materials or human remains are discovered while working on NPS lands or in NPS waters.

What are cultural resources?

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of glass, pottery, tin cans or bottles, logging or agricultural equipment
- Buried railroad tracks, decking, or other industrial materials
- Building foundations

When in doubt, assume the material is a cultural resource.

What do you do if you uncover a Cultural Resource?

Although an attempt will be made to locate and evaluate archaeological sites and/or components prior to Permitted activities, there is a potential that previously unidentified archeological sites, components, and/or human remains will be identified during Permitted activities. In the event that Permitted activities inadvertently discover a previously unidentified archeological site, component, and/or human remains all survey work will cease in the immediate area. Any willful destruction of the archeological site, component, and/or human remains can result in the prosecution of individuals under the Archeological Resource Protection Act of 1979 (16 U.S.C. 470aa et seq.), and other statutes that protect the Park's cultural resources.

The Permittee project director (the responsible official on site) will immediately notify the Park Archeologist (see below for names and phone numbers).

Discovery of Archeological Site or Component

No work will continue in this area, until the archeological site or component is evaluated by NPS to determine if it meets eligibility criteria of the National Register of Historic Places (NRHP). If the archeological site and/or component(s) are considered eligible to the NRHP, NPS will develop a plan, in consultation with the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO), to protect it or undertake a program of data recovery to mitigate the loss of important archeological data.

Step 1: Stop work. If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work within 50 feet of the discovery must stop. Work can continue in areas outside of the 50-foot area, as long as a subsequent inadvertent discovery does not take place. The discovery location should be secured at all times.

The area of work stoppage will provide for the security, protection, and integrity of the cultural resource. The contractor or project leader (the responsible official on site) will be responsible for taking appropriate steps to protect the discovery. Vehicles, vessels, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.

All artifacts are property of the federal government and should not be collected. Leave all cultural resources in place unless directed otherwise.

Step 2: Notify Park Staff. Immediately contact Sue Sarna, Park Cultural Resource Specialist, Fire Island National Seashore, at 516-287-2351 (cell). If Sue cannot be reached, contact James Nyman, Regional Archeologist at (207) 649-7793. Then contact NPS Dispatch at 570-426-2457 (office) or 1-800-543-4295. If the inadvertent discovery is made during projects without an Archeological Monitor on site, notify the Park Staff listed above. If the Park Archaeologist is not available, Park Staff will notify the Northeast Region Archaeology Program (NRAP) for guidance.

If the inadvertent discovery is made during a project with an Archeological Monitor on site, the Monitor will notify Park Staff.

Step 3: Follow Park Guidance. Park Staff will visit the site as soon as possible to evaluate the site to determine if work can resume or if the project must be halted until further notice. Within twenty-four to forty-eight hours (24 - 48 hours), the steps detailed above to assess and evaluate NRHP eligibility and develop a plan will be undertaken in consultation with the SHPO/THPO. If an NPS approved Archeological Monitor is on site, they must be notified of any discoveries and can determine if a work stoppage is required and any other appropriate actions to take.

Discovery of Human Remains, Funerary Objects, or Objects of Cultural Patrimony

The discovery of human remains, funerary objects and objects of cultural patrimony, will be treated in accordance with the Native American Graves and Repatriation Act (NAGPRA); 25 U.S.C. 3001 et seq.

In the event that human remains, likely funerary objects, or objects of cultural patrimony are discovered during Permitted activities, work at that location will stop immediately, the area will be secured, and the Permittee project director (the responsible official on site) will notify the Park Archaeologist immediately. See the names and phone numbers listed above for appropriate contacts. Consultation with the appropriate SHPO/THPOs and other interested Native American groups will be initiated and a determination as to the disposition of these remains and/or associated funerary objects will be determined in consultation with the SHPO/THPOs.

If human remains are found, all work in the area shall stop. Park Dispatch (see numbers above) shall be notified to begin the determination if the remains are from a crime scene or are archeological in nature. The Park Superintendent will be notified according to NAGPRA requirements.

EXHIBIT 3

United States Department of the Interior
National Park Service

Right-of-Way Permit for
Sunrise Wind LLC
Right-of-Way Permit No.: **RW FIIS-24-001**

Whereas, on June 27, 2022, Sunrise Wind, LLC, 437 Madison Avenue, Suite 1903, New York, New York 10022 (Permittee) applied to the National Park Service (NPS), United States Department of the Interior for a right-of-way- to use or occupy NPS-administered lands or waters within Fire Island National Seashore (Park), a unit of the National Park System, in order to operate and maintain offshore wind farm power cables inside three conduits in one bore location buried in the sand beneath Park waters; the power cables shall come from the Sunrise Wind Farm located in federal waters south of Rhode Island and Massachusetts and connect inside Suffolk County's Smith Point County Park to the onshore cable that will traverse non-NPS owned lands to the Holbrook substation in Brookhaven, New York;

Whereas, the Park was established by or pursuant to 16 USC 459e(b) (Fire Island National Seashore boundaries); 16 USC 459e-6(a) (Fire Island National Seashore conservation);

Whereas, 54 U.S.C. § 100101(a) directs the Secretary of the Interior, acting through the NPS, "to conserve the scenery, natural and historic objects, and wild life" in units of the National Park System and to provide for their enjoyment "in such manner and by such means as will leave them unimpaired for the enjoyment of future generations";

Whereas, 54 U.S.C. § 100101(b)(2) provides that the authorization of activities in the National Park System "shall be construed and the protection, management, and administration of the System units shall be conducted in light of the high public value and integrity of the System and shall not be exercised in derogation of the values and purposes for which the System units have been established, except as directly and specifically provided by Congress";

Whereas, 54 U.S.C. §§ 100902(a) and 100902(b) authorize the Secretary of the Interior to grant rights-of-way over, across, on, or through the Park for the purposes enumerated in those laws and subject to the other conditions in them, provided that the Secretary finds that the rights-of-way are not incompatible with the public -interest;

Whereas, the NPS has promulgated regulations, codified at 36 C.F.R. part 14, governing the issuance, use, and management of right-of-way over, across, on, or through federally owned or controlled lands administered by the NPS; and

Whereas, the NPS has determined that the proposed use or occupancy of the NPS-administered lands or waters described herein for the operation and maintenance of the offshore

wind farm power cables inside three conduits in one bore hole buried in the sand beneath Park waters is not incompatible with the public interest;

Now, therefore, the NPS, acting pursuant to the authority of 54 U.S.C. § 100902(a) hereby grants to the Permittee this revocable, non-exclusive right-of-way permit (Permit) through and under the lands or waters described below (Permitted Area). This Permit constitutes only a revocable, non-exclusive license to use or occupy the Permitted Area for the purposes described in the Permit during the term of the Permit. By accepting this Permit, the Permittee agrees to comply with the regulations in 36 C.F.R. part 14 (or any successor regulations), other applicable laws and regulations, and the terms and conditions set forth in this Permit. The Park's Superintendent (Superintendent) will be the NPS official primarily responsible for administering this Permit.

Authority to Enter into Permit

The Permittee represents and warrants to the NPS that:

(1) The Permittee is authorized under the laws of New York and by its governing documents to enter into this Permit; and

(2) The person signing this Permit on the Permittee's behalf is authorized to bind the Permittee to comply with the Permit's terms and conditions.

Legal Description and Map of Permitted Area

The legal description of the Permitted Area is as follows:

Beginning at a point on the Mean High-Water Line as surveyed on February 22, 2021 using the New York State Plane Coordinate System (NY NAD 83), Long Island Zone, with a Northing of 209248.6034' and an Easting of 1301339.5038', said point further being the northeast corner of the herein described license area;

Thence South 71° 03' 44" East a distance of 1,513.74' (feet) to a point having a Northing of 208757.3311' and an Easting of 1302771.3021';

Thence South 66° 42' 12" West a distance of 44.63' (feet) to a point having a Northing of 208739.6795' and an Easting of 1302730.3093';

Thence North 71° 03' 44" West a distance of 1,510.35' (feet) to the approximate mean high water, also being land now or formerly of Suffolk County, said point also having a Northing of 209229.8418' and an Easting of 1301301.7464';

Thence running generally northeasterly along approximate mean high water 42'+/- feet to a point,

said point located North 63° 35' 05" East a distance of 42.17' feet from said beginning of Tie Line;
Containing approximately 45,361 square feet (1.004 acres).

And as depicted on the dated map attached to this Permit as Exhibit A and labeled “Interim Map.”

If the Permittee has not yet completed construction of its infrastructure, then the Permittee must also provide the NPS a final map and legal description of the Permitted Area as described in the paragraph below. The Permittee must submit any proposed deviation from the interim map and legal description to the NPS for review and written approval before construction commences. Any deviation from the interim map and legal description may require additional environmental compliance and reappraisal.

Within 90 days after the Permittee completes construction of its infrastructure, the Permittee must provide the NPS a dated final as-built map and legal description meeting the standards for infrastructure that already exists. If the map and legal description are based on DGPS points, then all DGPS points must be remeasured to match actual as-built conditions. These final documents must be delivered to the Superintendent. The NPS and the Permittee agree that the final map and legal description, once approved by the NPS in writing, will describe the area authorized for the Permittee’s use or occupancy under this Permit and will be attached to this Permit as Exhibit B and labeled “Final Map and Legal Description.” If the Permittee’s infrastructure is not built as authorized, then the NPS may, in its sole discretion, decline to approve the final map and legal description and instead require the Permittee to remove the infrastructure from the Permitted Area.

The Permittee may not deviate from the approved Permitted Area in its operation and maintenance of the offshore wind farm power cables contained in three conduits in one bore hole buried in the sand beneath Park waters. If the Permittee determines that it needs to use or occupy NPS-administered lands or waters not specifically described in this Permit for the operation and maintenance of the offshore wind farm power cables contained in the three conduits in one bore hole buried in the sand beneath Park waters, then the Permittee must apply in writing to the NPS for authorization to use or occupy the additional area. After considering the Permittee’s application, the NPS, in its sole discretion, may authorize the use or occupancy of the additional area by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee’s request for authorization to use or occupy the additional area.

Permitted Use of Right-of-Way

In connection with the offshore wind farm power cables contained in three conduits within one bore hole buried in the sand beneath Park waters, this Permit authorizes the Permittee to operate and maintain the following facilities or equipment in the Permitted Area:

The permittee's infrastructure consists of two (2) 16-inch high-density polyethylene (HDPE) conduits containing the transmission cables, and one (1) 14-inch HDPE conduit containing the fiber optic cable.

This Permit authorizes the operation and maintenance only of the facilities or equipment specifically described in the Permit. If the Permittee determines that it needs to operate and maintain facilities or equipment other than those specifically described in this Permit, then the Permittee must apply in writing to the NPS for authorization to operate and maintain the additional facilities or equipment. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the operation and maintenance of the additional facilities or equipment by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee's request for authorization to operate and maintain the additional facilities or equipment.

Effective Date and Term of Permit

This Permit will be effective on the date of its signature by the NPS Regional Director and will expire automatically 10 years after its effective date at noon, Eastern Time, unless it is earlier revoked, terminated, or abandoned pursuant to the provisions of this Permit or in accordance with applicable federal law.

Reauthorization of Use

In order to continue use or occupancy of the Permitted Area beyond the initial term without interruption, the Permittee must submit to the Superintendent a written application for reauthorization, on the then-current NPS-approved form and in accordance with then-existing NPS regulations and policies, at least 6 months before the Permit's expiration date. After considering the application, the NPS, in its sole discretion, may reauthorize the use and occupancy of the Permitted Area by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. The Permittee hereby acknowledges that reauthorization is not guaranteed, and that the Permittee does not have a preferential right to reauthorization as a result of the NPS's issuance of this Permit.

Termination of Permitted Right-of-Way

At any time during the term of this Permit the NPS, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the permitted right-of-way. If the NPS terminates all or any part of the right-of-way before the Permit expires by its own terms, then the NPS will provide the Permittee 30 days advance written notice of the termination, including the

reasons for the termination.

Abandonment of Permitted Right-of-Way

At any time during the term of this Permit, if the Permittee fails to use or occupy the Permitted Area for a period of 2 years, then the NPS, in its sole discretion, may deem the permitted right-of-way abandoned and may take whatever action it determines is necessary to secure and restore the Permitted Area. The NPS will provide the Permittee written notice of its determination that the Permittee has abandoned the permitted right-of-way. In case of abandonment, the Permittee will be responsible for reimbursing the NPS for all of its costs to secure and restore the Permitted Area.

Reimbursement of Costs

Pursuant to 54 U.S.C. § 103104 the NPS has elected not to recover the costs of providing necessary services associated with this Permit.

Fees for Use and Occupancy

Pursuant to 36 C.F.R. § 14.26(a) the Permittee will pay fair market value for the use and occupancy of NPS-administered lands or waters. The charge for use and occupancy of the Permitted Area will be \$15,938 per year. Pursuant to 36 C.F.R. § 14.26(e) the NPS may periodically review the charges for this Permit and impose such new charges as may be reasonable and proper.

Terms and Conditions

This Permit and the uses or activities authorized under it are subject to the following terms and conditions:

- (1) This Permit may be amended only by a written instrument executed by the Superintendent and the Permittee.
- (2) The Permittee may not transfer or assign this Permit to another party without obtaining the NPS's prior written approval.
- (3) The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All persons working for the Permittee within the Permitted Area must carry a copy of this Permit.

- (4) The Permittee must provide the NPS with current contact information (company address, points of contact, telephone numbers, email addresses, etc.) for both routine and emergency communications.
- (5) ~~The Permittee must post on its facilities in the Park at least one sign, of a design and in a location acceptable to the NPS, with the company's name, primary point of contact, and emergency telephone number.~~
- (6) The Permittee must notify the Superintendent in writing at least ten (10) business days before conducting any maintenance or non-emergency repair work within the Permitted Area. The written notice must describe the location of the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Park. The Superintendent may require an on-site meeting before any maintenance or non-emergency repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Permitted Area must be conducted during the Park's normal business hours. To respond to an emergency, the Permittee may enter the Permitted Area at other times to conduct repair work after notifying the Superintendent at FIIS_Superintendent's_Office@nps.gov and calling the Park's Chief of Facilities Management at 631-569-2490.
- (7) The Permittee must erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is using the Permitted Area, including periods of maintenance or repair.
- (8) The NPS may enter and inspect the Permitted Area at any time without providing prior notice to the Permittee.
- (9) If necessary to protect Park resources or visitors, the NPS may require the Permittee to suspend its activities in the Permitted Area or to relocate or remove its facilities or equipment; provided that if the NPS determines that the Permittee must relocate or remove its facilities or equipment, the NPS will exercise its best efforts to accommodate the Permittee at another location in the Park.
- (10) Notwithstanding the issuance of this Permit, the NPS (a) may establish improvements across, over, on, or through the Permitted Area for use by the NPS, by Park visitors, or by others and (b) may authorize its contractors or other permittees to use the Permitted Area at the same time that the Permittee is using it, as long as those other uses will not unreasonably interfere with the Permittee's use of the Permitted Area under this Permit.
- (11) The Permittee may not allow another party to co-locate equipment on the Permittee's infrastructure without obtaining the NPS's prior written approval. As a condition of such approval the NPS will require the co-locator to apply for and be issued its own NPS right-of-way permit.

- (12) The Permittee must keep the Permitted Area clean and free of litter or other debris at all times.
- (13) Except as expressly authorized by this Permit or subsequently approved in writing by the Superintendent, the Permittee may not move, remove, alter, damage, or destroy any Park resources within the Permitted Area or the Park. As directed by the Superintendent, the Permittee must take all reasonable measures to avoid or minimize damage to Park resources. The Superintendent may require reasonable mitigation in return for allowing impacts to Park resources under this Permit.
- (14) The Permittee must immediately suspend all activities and notify the Superintendent upon the discovery of any threatened or endangered species or archeological, paleontological, or historical resources within or near the Permitted Area. All natural and cultural resources discovered in the Permitted Area are the property of the United States.
- (15) The Permittee may not use pesticides or herbicides on Park lands without obtaining the Superintendent's prior written approval.
- (16) The Permittee must do everything reasonably within its power to prevent and suppress fires resulting from the Permittee's activities under this Permit.
- (17) Within four (4) hours after the damage or disruption occurs, the Permittee must repair or restore any utilities within the Park that are damaged or disrupted as a result of the Permittee's activities under this Permit.
- (18) Within six (6) months after the expiration or termination of this Permit, the Permittee must remove all of its facilities and equipment from the Permitted Area and restore the Permitted Area to its pre-Permit condition as directed and approved by the Superintendent. Any facilities or equipment not removed within that time will be deemed abandoned and will be disposed of in accordance with applicable federal law. In that event, the Permittee will be liable to the NPS for all of its costs in disposing of the facilities or equipment and restoring the Permitted Area.
- (19) Before the Permit's effective date the Permittee must file with the NPS a performance bond payable to the NPS, issued by a surety satisfactory to the NPS, to guarantee its compliance with all terms and conditions of this Permit and with all applicable laws and regulations. The bond for this Permit must be in the amount of \$ N/A and must be filed with _____
_____.
- (20) The Permittee must procure and maintain in force and effect during the term of this Permit commercial general liability insurance to protect against claims arising out of the acts or omissions of the Permittee or its officers, employees, agents, or representatives while conducting the activities authorized by this Permit. The insurance policy must provide

coverage for discharges or escapes of pollutants or contaminants into the environment, including sudden or accidental discharges or escapes. The policy must be in the minimum amount of \$ 1 million per occurrence and \$ 3 million aggregate; must be issued by a company duly licensed to do business in New York; and must name the United States of America as an additional insured. Before the NPS Regional Director executes this Permit, the Permittee must provide the NPS with a copy of its Certificate of Insurance showing the required coverage.

- (21) In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Park resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. § 100722(c)(3) for any activity not expressly authorized by this Permit.
- (22) The Permittee will indemnify and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of the Permittee's activities under this Permit. This agreement to indemnify and hold harmless from and against all liability includes liability under federal or state environmental laws, including the Comprehensive Environmental Response, Compensation, and Restoration Act, as amended; the Resource Conservation and Recovery Act, as amended; and what is commonly known as the Clean Water Act, as amended. This agreement to indemnify and hold harmless will survive the Permit's termination or expiration.
- (23) In accordance with applicable federal law the Permittee will not discriminate against any person because of race, color, religion, sex, or national origin.
- (24) Nothing in this Permit obligates the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated by the NPS for the purpose of this Permit, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

[ADDITIONAL PARK CONDITIONS]

- (25) Park and Permittee Contacts shall be listed in Exhibit C, attached, and shall be updated as needed on a regular basis.
- (26) Park shall only require removal of any debris related to long term occupancy, maintenance, or management of the Permittee's infrastructure.
- (27) The provisions of the United States Code set forth at 18 U.S.C. § 431 (Contracts by Member of Congress) and 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government), as such provisions may be revised from time to time, are hereby incorporated in this Permit by this reference, as if set forth in full.

- (28) The Permittee must erect and maintain appropriate warning signs in the form of floating buoys, or other warning devices during all periods when it is using the Permitted Area, including periods of maintenance or repair. Permittee shall follow all applicable U.S. Coast Guard regulations, including nighttime safety lighting and notice to mariners.
- a. Permittee shall erect appropriate signage at Smith Point County Park to provide notice during any maintenance and repair activities.
- (29) No shoreline landings of any Permittee vessels are allowed under this permit, except in an emergency to human life or safety. Should an emergency landing be required, Permittee shall contact the U.S. Coast Guard and the East District Supervisor shall be notified immediately at 631-291-2984 (cell) and NPS Dispatch at 570-426-2457 (office) or 570-369-9331 (cell). Permittee is responsible for any and all damages and remediation associated with the unauthorized landing.
- (30) Permittee vessels shall be inspected by Permittee prior to entering Park waters to ensure safe operating conditions with no release of pollutants. Permittee shall inspect vessels and company and contractor equipment before accessing Park waters to ensure they are free of mud and other materials that could transport noxious weeds, exotic and invasive species onto Park lands or into Park waters. Such materials shall be removed and the vessel or equipment in question cleaned prior to accessing Park lands and waters.
- (31) All machinery or vessels containing fuels and oils shall have a spill kit available immediately in the event of a spill. Secondary containment shall be created and used for storage of gas, and any other material or activities which could result in spills while on Park lands or waters. Fueling shall not be done within Park waters.
- a. In the event of a fuel or oil leak/spill, the work shall cease immediately, spill containment deployed, and NPS Dispatch at 570-426-2457 (office) or 570-369-9331 (cell), and the New York State (NYS) Department of Environmental Conservation (DEC), Division of Environmental Remediation, Bureau of Spill Prevention and Response: (718) 482-4651, and / or Chemical or oil spills hotline: (800) 457-7362 as applicable shall be called; notification to their office via email shall be made to derweb@gw.dec.state.ny.us.
 - b. In the event of a fuel or oil leak/spill, the US Coast Guard Long Island Sound Area Contingency Plan (LISO ACP) and the National Park Service Coastal Lands/Jurisdictions Annex to the Long Island Sound Area Contingency Plan (Annex) shall be followed. The purpose of the Annex is to provide an operational guide to federal/state/local responders when an oil discharge or release of hazardous substances impacts or threatens to impact resources managed by the NPS. On the New York shoreline, these resources include the

Park and all lands, historic structures, cultural resources, estuarine wetlands, coastal habitat, wildlife refuge areas, and the public use areas therein. The Annex is intended to supplement U.S. Coast Guard Area Contingency Plan (ACP) for the Sector Long Island Sound area and the U.S. Coast Guard-Environmental Protection Agency (EPA) Region II Regional Oil and Hazardous Substances Pollution Contingency Plan (RCP) as a zone-specific Annex. It is not intended to duplicate or supersede anything in the sector ACP or region RCP.

c. The Permittee shall submit a Spill Control Plan to the Park before the start of any proposed maintenance or repair activities.

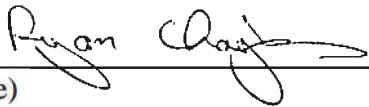
d. Should a spill result in contamination to onshore soils, Permittee shall contact Smith Point County Park staff 631-854-4600, and NPS Dispatch at 570-426-2457 (office) or 570-369-9331 (cell), as applicable.

(32) Should maintenance activities or repairs be needed that would involve removal of or access to Permittee's assets within Park waters, Permittee shall be required to obtain a Park Special Use Permit prior to engaging in such activities or repairs.

(33) In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors, Park employees or visitors, the Permittee shall notify the NPS within two (2) hours of the event by contacting the Fire Island National Seashore Dispatch Center at 570-426-2457, Brendan Newell, Chief of Resources Management at 631-569-2488 (cell), East District Supervisor Bernardo Felix, at 631-291-2984 (cell) and the U.S. Coast Guard. The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken and submit a complete report including the resolution of the situation within ninety (90) days.

By signing this Permit on the date indicated below, the Permittee's authorized representative acknowledges that he or she has read and understands all of the Permit's terms and conditions, agrees that the Permittee will abide by all of the Permit's terms and conditions, and requests that the NPS Regional Director execute the Permit and issue it to the Permittee.

Sunrise Wind, LLC,
by its agent, Orsted Wind Power North America LLC


(Signature)

Name: Ryan Chaytors

Title: Authorized Person

Date: 4/30/2024

By signing this Permit on the date indicated below, the NPS Regional Director hereby executes it and issues it to the Permittee.

GAY VIETZKE Digitally signed by GAY
VIETZKE
Date: 2024.05.21 08:50:27
-04'00'

Gay E. Vietzke
Regional Director, Interior Region 1, North Atlantic – Appalachian
National Park Service
United States Department of the Interior

Date

EXHIBIT 4

**HWP20947**

Town of Brookhaven Highway Department

1 Independence Hill, Farmingville, NY 11738

Phone: (631) 451-9090, Fax: (631) 451-9294

HIGHWAY WORK PERMIT

Permission is hereby granted to the undersigned, under Ordinance Chapter 38, Article I, Highways of the Town of Brookhaven on or across a road known as UNION AVE., HOLTSVILLE, Town of Brookhaven, Suffolk County, State of New York, to:

In conjunction with HWP2383915Trench the following roads (stations as shown on plans) to install wind power transmission lines: Union Ave./Long Island Ave. from sta. 4+00 to 55+00, Waverly Ave. from sta. 55+00 to 77+50, Revillo Ave. from sta. 585+50 to 601+00, Francine Pl. from sta. 602+00 to 607+50, Mastic Blvd. West from sta. 607+50 to 616+00, Surrey Circle from sta. 620+75 to 628+00. Trench in Town Roads approximately 11,025 l.f. Saw cut road. In trench, minimum 3'-0" fluidized thermal backfill with two 6" wide red warning tape, at 2' below finished grade, 6" RCA, 3 1/2" type 3F dense binder, flush daily, mill road 1' each side of trench 2" deep, then tacked. Finished asphalt 2" Type 6F then sealed 3" both sides with AC. Asphalt must be flush with existing pavement at all times. Maintain area. All roads must be open to traffic at the end of each work day. Highway Dept. Engineer must be notified 72 hrs. prior to final restoration date. Tack and seal all cold joints and hot joints, as necessary. Seal all joints with 3" wide liquid A.C. All joints to be sealed with 3" liquid A.C. within 7 days and prior to November 1st of each year, during duration of construction, and maintained during winter months. Profile mill and pave (2" min) all roads excavated and trenched, edge of pavement to edge of pavement, or curb to curb, or as directed by the Engineer. Upgrade any non-compliant curb ramps abutting milling & paving operation to ADA accessible curb ramps. Identify all non-compliant ramps and provide list to Town for approval or as directed by engineer. Test hole vertical drills to be drilled as circumstances demand. All catch basins directly in front of or adjacent to road frontage must have temporary protection installed. Filter bags are required. Third party inspections of all backfill and paving operations are required to show compliance to Town standards, specification & permit conditions. Monthly reports are required to be submitted to the Town to include, but not limited to compaction, nuclear density, concrete testing results and paving. 72 hour notice is required by Traffic Safety to review restoration of traffic signal equipment and thermo-plastic pavement markings. Traffic must be diverted at a minimum as required in the maintenance and protection of Traffic Plans. Maintenance of the traffic signal will be the responsibility of the applicant when trenching through a signalized intersection and until such time that the restoration of the traffic signal loops is completed. Final pavement restoration limits to be verified in the field by the Highway Department prior to sawcut and milling operations. Maintenance of trench is responsibility of permit holder during duration of project, at direction of the engineer. All work is limited to the hours of 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding Town designated holidays, where no work is permitted in the right-of-way, unless approved, by the Superintendent of Highways.

1. FINAL INSPECTION REQUIRED.

SCTM #:	Site Plan #:	Planning Board #:
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Total Fee: \$0.0000 Reference Number:

Name: SUNRISE WIND LLC

Phone: (631)944-2412 (516)336-6720

Applicant Address: 107 SELDON ST., BERLIN, CT 06037

Email:

Conditions and Restrictions

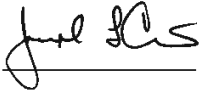
- The work authorized by this permit shall be performed to the satisfaction of the Superintendent of Highways or his representative.
- The said applicant hereby agrees to hold the Town harmless for any type of damage that may arise during the progress of the work authorized by this permit or by reason thereof.
- The Superintendent of Highways reserves the right to, at any time, revoke or annul this permit should the said applicant fail to comply with the terms and conditions upon which it is granted.
- Wheel Cutter or Pneumatic Hammer Asphalt Cutter to be used before trenching and before paving.
- This permit covers work done in the area of the Town right-of way, up to the property line.
- Traffic shall be maintained by the applicant on this section of highway while the work is in progress and until its final completion.
- Proper barricades and flares must be maintained for protection of persons and property, and road restored to its original condition.
- **Topsoil and seed to be applied to all shoulder areas, excluding Winter (December-February) where only sod is permitted.**
- 5" pavement on all road trench areas and patched immediately after installation. Sealcoating where necessary.
- If and when necessary, Brookhaven Town Highway Department will, on matters of emergency or complaint, take steps to repave trenches on charge-buck basis to the above applicant. The applicant is responsible for paying all necessary expenses incident to supervision and inspection by reason of the granting of such permit, as certified by the Superintendent of Highways. Such payment to be made within ten days from the rendering of the certified account.
- If a bond is applicable: A bond/certified check in the sum of \$0.0000, and a Surety Bond in the sum of \$ payable to the Town of Brookhaven, to be deposited and kept on file as security that the Highway will be restored to its original condition where disturbed, at the expense of the applicant. Should the applicant neglect or refuse to perform the work. The Superintendent of Highways is hereby authorized to use all or part of said deposit to complete the work required.

****CALL BEFORE YOU DIG** ONE-CALL CENTER 1-800-272-4480 **CALL BEFORE YOU DIG****

Insurance Co: **Travelers Indemnity** Policy #: **VTC2KCO2E971115IND22** Expiration Date: **10/31/2024 12:00:00 AM**

Current liability insurance certificate must be on file with the Highway Department until this permit is related.

I have examined the conditions referred to in the forgoing and permission is hereby granted.

A handwritten signature in black ink, appearing to be "John H. S.", written over a horizontal line.

Deputy Superintendent of Highways

Date: 5/29/2024 1:28:02 PM

This permit expires ONE YEAR from the date of issuance.