



October 8, 2024

Via Fed Ex

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Mr. Lars Thaaning Pedersen
Chief Executive Officer
Vineyard Wind LLC
700 Pleasant Street, Suite 510
New Bedford, MA 02740

Re: Vineyard Wind LLC's Breach of the Good Neighbor Agreement

Dear Mr. Pedersen:

The purpose of this letter is to notify you that, because Vineyard Wind LLC has materially breached the Good Neighbor Agreement of August 27, 2020, the Maria Mitchell Association believes that it is no longer bound by, is excused from performance of, and will no longer perform any obligations created by that Agreement. Specifically, Vineyard Wind LLC has committed breaches of the essential and inducing features of the Good Neighbor Agreement. The Maria Mitchell Association can no longer, consistent with its charitable and preservation purposes, remain a party to the agreement.

The Maria Mitchell Association entered into the Agreement with your company "to establish a long-term relationship between Vineyard Wind and the Nantucket Parties and more generally, the Nantucket Community, to support and promote the Parties' mutual interests in . . . protecting, restoring, and preserving cultural and historic resources."¹ Among the contractual obligations your company agreed to perform and has failed to live up to are:

4.2. Vineyard Wind shall coordinate with the Nantucket Parties with regard to the development, permitting, construction, and operations and maintenance of the Projects, as well as to identify additional opportunities by which the Nantucket Parties and Vineyard Wind may work together to promote their mutual interests.

4.3. For the Vineyard Wind 1 Project, Vineyard Wind agrees . . . to install an Automatic Detection and Lighting System (ADLS).²

¹ See Good Neighbor Agreement at 1-2.

² *Id.* at 4.

The Agreement further provides that “if Vineyard Wind declines to fulfill its obligations for one or more projects, the Nantucket Parties shall have no further obligations with respect to those Projects.”³

Massive Turbine Failure

Far from protecting and preserving Nantucket’s cultural and historic resources, on July 13, 2024, a large portion of a 350-foot, 57-ton fiberglass, Polyvinyl chloride (PVC), and polyethylene terephthalate (PET) blade broke off a newly constructed turbine in the Vineyard Wind Project, scattering thousands of shards across the ocean’s surface. Over the next few days, additional pieces of the blade also fell into the ocean, adding to the harm already done to Nantucket, its beaches, and surrounding waters. The Coast Guard sealed off the area from ship transit, and the company attempted to remove shards of the shattered blade from the ocean. These efforts were largely unsuccessful, and thousands of tons of debris washed ashore not only in Nantucket—closing its beaches—but were also carried many miles away to wash up on Martha’s Vineyard, Cape Cod, the beaches of Rhode Island, and even Montauk. Today, three months later, pollution from this turbine blade continues to float in the ocean, and a huge portion lies on the ocean floor without much hope of its being removed.

Not only did your company fail to cooperate with us regarding the development, permitting, construction, operations, and maintenance of the Projects, but when this marine cataclysm occurred, Vineyard Wind failed to notify Nantucket officials and residents—including our Association—to enable us to respond to this environmental disaster. To date, remarkably, there has been no outreach from Vineyard Wind to the Association regarding the turbine failure or any other of your company’s other obligations under the Agreement.

Nor have you given us any reason to believe that another similar turbine blade or other mechanical catastrophe will not occur at your company’s project. Vineyard Wind’s blade failure is not an isolated incident. Recently a blade on one of the turbines at the Dogger Bank wind farm off the coast of England failed—the second blade failure at that facility in three months.⁴ Globally, 0.54% of blades fail each year, with around 3,800

³ *Id.* at 5.

⁴ *Second GE Vernova Turbine Blade Reportedly Fails at UK’s Dogger Bank Wind Farm*, Offshore (Aug. 23, 2024), <https://www.offshore-mag.com/renewable-energy/article/55135538/second-ge-vernova-turbine-blade-reportedly-fails-at-uks-dogger-bank-wind-farm>.

failures yearly.⁵ Closer to home, in 2022, a blade—the height of an 11-story building —flew off a turbine at the Bigelow Canyon project and landed in a nearby field, creating a four-foot-deep trench where it landed.⁶ There are also repeated instances of turbines collapsing across the world. Turbines in Germany, Oklahoma, Wisconsin, Wales, and Colorado have all collapsed within the last several years,⁷ several of which were caused by turbine fires and lightning strikes.

A broken or collapsed turbine poses a lethal threat to nearby boaters and fishermen in the area, marine mammals, and fish—including listed species—and all those that come in contact with the debris and any of the chemicals released. The threat of a blade or turbine failure is not imagined or hypothetical, yet it was never disclosed to us or, as far as we know, to government officials. The Government’s environmental review documents for your project make no mention of this or other possible occurrences that may again foul Nantucket’s waters and beaches. The Environmental Impact Statement for your project only mentions in passing the “accidental release” of trash and debris and toxins, limiting its analysis to accidental releases from vessel traffic or leaks.⁸ Those types of accidental releases are not what happened on July 13, 2024—and what may happen again.

Your company has been unable to explain what happened or offer any assurance that such a failure will not happen again. Quite the opposite, this blade failure exposed a risk not previously disclosed to us when we signed the Good Neighbor Agreement—that these blades fail regularly and that it is likely that more blades at the Project will fail during its lifetime.

The failure of Vineyard Wind to install this turbine blade so that it would not fail, and Vineyard Wind’s failure to promptly provide the Association with notice of the

⁵ Leon Mishnaevsky, Jr., *Root Causes and Mechanisms of Failure of Wind Turbine Blades: Overview*, National Library of Medicine (Apr. 19, 2022), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9101399/pdf/materials-15-02959.pdf>.

⁶ Ted Sickinger, *Wind Bust*, The Oregonian (Aug. 27, 2022), <https://projects.oregonlive.com/wind-farms/>

⁷ Tim Newcomb, *Giant Wind Turbines Keep Mysteriously Falling Over. This Shouldn’t Be Happening.*, Popular Mechanics (Jan. 23, 2023), <https://www.popularmechanics.com/technology/infrastructure/a42622565/wind-turbines-falling-over/>.

⁸ Bureau of Ocean Energy Management, *Vineyard Wind Final Environmental Impact Statement* (March 2021) at A-63, 85, 107, 119, B-43, 59, 93, <https://www.boem.gov/renewable-energy/state-activities/vineyard-wind-1>.

incident, does not constitute nor conform to Vineyard Wind's obligation under the Good Neighbor Agreement.

Failure to Install Promised System

Vineyard Wind has also failed to install the promised Aircraft Detection Lighting System (ADLS), as it is obligated to do per the agreement. This system was meant to reduce the project's visibility at night, as it ensures that the lights at the top of each turbine only activate when an aircraft is close to the wind farm area. This system is meant to minimize impacts on Nantucket's Historic District and is part of the Memorandum of Agreement under the National Historic Preservation Act. However, the Memorandum of Agreement required Vineyard Wind to install this system before commencing commercial operation.⁹ When Vineyard Wind announced that it had delivered power to the grid in January 2024,¹⁰ without installing the Aircraft Detection Lighting System, it essentially admitted that it was in breach of the Good Neighbor Agreement and the Memorandum of Agreement.

While Vineyard Wind had promised to install the system by Memorial Day of this year, that deadline has passed, and there is still no definitive timeline for when this system will be active. By failing to install this system before commencing operations, Vineyard Wind has breached the Good Neighbor Agreement's express provisions and has and continues to harm the historic nature of Nantucket Island.

As a result, our dark, starry skies—a treasured natural resource of Nantucket residents, and of particular importance to our Association, which is dedicated to preserving the legacy of one of our nation's foremost astronomers—are marred by red and white lights blinking like a festive carnival, visible for miles. This is not what we bargained for in the Agreement—it is exactly the opposite.

Because Vineyard Wind's conduct constitutes multiple material breaches of the Good Neighbor Agreement, we are no longer bound by its terms. Specifically, the Maria Mitchell Association is no longer required to abide by the Good Neighbor Agreement terms requiring the Nantucket parties to

⁹ Memorandum of Agreement (Apr. 26, 2021) at 5, <https://static1.squarespace.com/static/5a2eae32be42d64ed467f9d1/t/612f99e45c6fca2b680ed914/1630509557322/Vineyard+Wind-1-COP-Section-106-MOA.pdf>.

¹⁰ Jason Graziadei, *Vineyard Wind's Nighttime Lights Still Visible*, MV Times (Sept. 25, 2024), <https://www.mvtimes.com/2024/09/25/vineyard-winds-nighttime-lights-still-visible/>.

- “Use their reasonable best efforts to inform federal, state, and local elected officials of their support for the Projects, as part of BOEM’s National Environmental Policy Act and Section 106 and Section 110(f) reviews and applicable Massachusetts state and local permit and approval reviews, including where applicable Nantucket Conservation Commission reviews[.]”¹¹
- to “inform BOEM, the National Park Service, and the Massachusetts Historical Commission” that your company’s efforts “are sufficient to minimize and/or mitigate the potential visual impacts of the Projects for Section 106 and Section 110(f) purposes.”¹²
- “To communicate with one another on a regular basis on community relations and potential opportunities to advance the Parties’ mutual interests.”¹³

In summary, the Association believes that Vineyard Wind has failed to live up to either the letter or the spirit of the Good Neighbor Agreement. Neighbors keep each other advised of significant developments, especially those that can cause harm or damage. Vineyard Wind’s failure to contact the Association about the blade failure and delayed its plans for the installation of the ADLS system is telling, and your silence speaks volumes. In conclusion, the Association views the Good Neighbor Agreement as terminated in its entirety, and therefore the Association is released from any obligation to continue to abide by the Agreement.

Sincerely,

Joanna Roche
Executive Director
Maria Mitchell Association

CC: Town of Nantucket
Nantucket Preservation Trust

¹¹ Good Neighbor Agreement at 5.

¹² *Id.*

¹³ *Id.*