

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE STATE HISTORIC PRESERVATION OFFICERS OF VIRGINIA AND NORTH
CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is considering whether to authorize construction and operation of the Coastal Virginia Offshore Wind Commercial Project (CVOW-C; the Project) pursuant to Section 8(p)(1)(C) of the Outer Continental Shelf (OCS) Lands Act (43 United States Code [USC] 1337(p)(1)(C)), as amended by the Energy Policy Act of 2005 (Public Law No. 109-58) and in accordance with Renewable Energy Regulations at 30 Code of Federal Regulations (CFR) (§) 585; and

WHEREAS, BOEM determined that approval of the Project constitutes an undertaking subject to Section 106 of the National Historic Preservation Act (NHPA), as amended (54 USC 306108), and its implementing regulations (36 CFR 800); and

WHEREAS, BOEM is considering whether to approve with conditions the Project Construction and Operations Plan (COP) submitted by Virginia Electric and Power Company, doing business as Dominion Energy Virginia (Dominion Energy; hereafter *Lessee*); and

WHEREAS, BOEM determined the construction, installation, operations and maintenance (O&M), and conceptual decommissioning of the Project, which will be located in Lease Area OCS-A 0483, has the potential to adversely affect historic properties as defined under 36 CFR 800.16(1). The Project will include up to 202 offshore wind turbine generators (WTGs) and their foundations, up to three offshore substations (OSSs) and their foundations, scour protection for foundations, inter-array cables linking the individual turbines to the OSSs, substation interconnector cables linking the substations to each other, offshore export cables and approximately 14 miles of onshore export cables, two onshore switching stations, and expansion of one substation; and

WHEREAS, BOEM is preparing an Environmental Impact Statement (EIS) for the Project pursuant to the National Environmental Policy Act (42 USC 4321 et seq.) (NEPA) and elected to use the NEPA substitution process with its Section 106 consultation pursuant to 36 CFR 800.8(c); and

WHEREAS, in accordance with 36 CFR 800.3, BOEM invited the Virginia State Historic Preservation Officer (VA SHPO) and North Carolina SHPO (NC SHPO) on June 28, 2021 and Advisory Council on Historic Preservation (ACHP) on July 9, 2021 to consult on the Project and notified Virginia SHPO, North Carolina SHPO, and ACHP of their decision to use NEPA substitution and follow the standards for developing environmental documents to comply with the Section 106 consultation for this Project pursuant to 36 CFR 800.8(c); and

WHEREAS, BOEM notified and invited the Secretary of the Interior (SOI; Secretary) (represented by the United States National Park Service [NPS]) to consult regarding this Project pursuant to the Section 106 regulations, including consideration of the potential effects on NHLs as required under NHPA Section 110(f) (54 USC 306107) and 36 CFR 800.10, NPS accepted BOEM's invitation to consult, and BOEM invited NPS to sign this MOA as a concurring party; and

WHEREAS, The Virginia SHPO formally accepted on July 30, 2021; North Carolina SHPO formally accepted on January 30, 2023; and ACHP responded with acknowledgement and guidance regarding NEPA substitution on August 6, 2021; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), BOEM notified the ACHP of its adverse effect determination with specified documentation, including adverse effects to the NHLs, pursuant to 36

CFR 800.10(b) on December 16, 2022, and ACHP accepted to consult on the MOA to resolve adverse effects to the historic properties pursuant to 36 CFR 800.6(a)(1)(iii) and 36 CFR 800.10(b) on February 16, 2023; and

WHEREAS, the Project is within Lease Area OCS-A 0483, which was subject to previous NHPA Section 106 review by BOEM regarding the issuance of the commercial lease and approval of site assessment activities. Both Section 106 reviews for the lease issuance and the approval of the site assessment plan were conducted and concluded with No Historic Properties Affected for lease issuance on May 21, 2012, and site assessment approval on October 18, 2017 consistent with the Programmatic Agreements (PAs) regarding the review of OCS renewable energy activities offshore Virginia and North Carolina (*Programmatic Agreement Among The U.S. Department of the Interior, Bureau of Ocean Energy Management; the State Historic Preservation Officers of Delaware, Maryland, New Jersey, and Virginia; The Advisory Council on Historic Preservation; The Narragansett Indian Tribe; and the Shinnecock Indian Nation Regarding the “Smart from the Start” Atlantic Wind Energy Initiative: Leasing and Site Assessment Activities within the Wind Energy Areas offshore Delaware, Maryland, New Jersey, and Virginia and Programmatic Agreement Among The U.S. Department of the Interior, Bureau of Ocean Energy Management; North Carolina State Historic Preservation Officer; and The Advisory Council on Historic Preservation Regarding Review of Outer Continental Shelf Renewable Energy Activities Under Section 106 of the National Historic Preservation*); and

WHEREAS, consistent with 36 CFR 800.16(d) and BOEM’s *Guidelines for Providing Archaeological and Historic Property Information Pursuant to 30 CFR Part 585* (May 27, 2020), BOEM defined the area of potential effects (APE) for the undertaking as the depth and breadth of the seabed potentially impacted by any bottom-disturbing activities, constituting the marine portion of the APE (marine APE); the depth and breadth of terrestrial areas potentially impacted by any ground-disturbing activities, constituting the terrestrial portion of the APE (terrestrial APE); the viewshed from which offshore or onshore renewable energy structures would be visible, constituting the visual portion of the APE (visual APE); and any temporary or permanent construction or staging areas that may fall into any of the aforementioned offshore or onshore portions of the APE (see Attachment 1, *APE Maps*); and

WHEREAS, BOEM identified the following historic properties in the APE: 31 marine archaeological resources (i.e., Targets 1–31) and four (4) ancient submerged landform features (ASLFs) (i.e., P-02, P-03, P-04-A, and P-04-B) in the marine APE; three (3) terrestrial archaeological resources (i.e., 44CS0250, 44VB0162, and 44VB0412) and one (1) historic aboveground resource (i.e., Camp Pendleton/State Military Reservation Historic District) in the terrestrial APE; 712 historic aboveground resources in the visual APE for offshore Project components; and 322 historic aboveground resources in the visual APE for onshore Project components; and

WHEREAS, BOEM identified two (2) additional ASLFs outside of but immediately adjacent to the marine APE: one (i.e., P-01) outside of but immediately adjacent to the horizontal extent of the marine APE and one (i.e., P-05) in the horizontal extent of the marine APE but below the vertical extent of the marine APE therefore outside of the marine APE; and

WHEREAS, BOEM identified two National Historic Landmarks (NHLs) in the visual APE for offshore Project components (i.e., First Cape Henry Lighthouse and Eyre Hall); and

WHEREAS, BOEM, through consultation with VDMA-VaNG, identified the “Memorial Magnolia” tree within the Camp Pendleton/State Military Reservation Historic District. While the tree is not a historic property and is not a contributing feature to the historic district, BOEM and the Lessee have agreed to avoid the tree during construction activities within the historic district, as described in the construction plans; and

WHEREAS, BOEM determined that the implementation of the avoidance measures identified in this MOA will avoid adverse effects on certain historic properties in the APE: 31 marine archaeological resources (i.e., Targets 1–31) and four (4) ASLFs (i.e., P-02, P-03, P-04-A, and P-04-B) in the marine APE; three (3) terrestrial archaeological resources (i.e., 44CS0250, 44VB0162, and 44VB0412) in the terrestrial APE; 685 historic aboveground resources in the visual APE for offshore Project components; and 321 historic aboveground resources in the visual APE for onshore Project components; and

WHEREAS, BOEM determined the Project would have no effect on the two (2) ASLFs that are outside of the marine APE (i.e., P-01 and P-05) but will still require the implementation of avoidance measures identified in this MOA to avoid adverse effects on these historic properties; and

WHEREAS, BOEM, with the assistance of the Lessee, determined one (1) potential cemetery (34-5027-0050, a grave/memorial at Naval Air Station [NAS] Oceana) is in the terrestrial APE; however, BOEM anticipates this resource would not be adversely affected by the Project, as measures will be implemented to avoid any possible physical impacts per consultation with Commander, Navy Region Mid-Atlantic (NAS Oceana) and the stipulations herein; and

WHEREAS, BOEM, with the assistance of the Lessee, determined one (1) additional terrestrial archaeological resource (i.e., 44VB0388) is outside of but adjacent to the terrestrial APE, and therefore, BOEM anticipates this resource would not be adversely affected by the Project, but measures will be implemented to avoid any possible physical impacts per consultation with the Virginia State Military Reservation and the stipulations herein; and

WHEREAS, within the range of the Project alternatives analyzed in the EIS, BOEM determined one (1) historic aboveground resource in both the terrestrial APE and visual APE in Virginia (i.e., Camp Pendleton/State Military Reservation Historic District) would be physically and visually adversely affected by the Project; and

WHEREAS, within the range of the Project alternatives analyzed in the EIS, BOEM determined the following 22 historic aboveground resources in the visual APE in Virginia would be visually adversely affected by the Project: Atlantic Wildfowl Heritage Cottage/De Witt Cottage in Virginia Beach; Cavalier Hotel and Beach Club in Northampton County and Virginia Beach; Cavalier Shores Historic District in Virginia Beach; Chesapeake Bay Bridge-Tunnel in Northampton County and Virginia Beach; Chesapeake Light Tower in Virginia Beach; Cutty Sark Motel Efficiencies in Virginia Beach; Econo Lodge/Empress Motel in Virginia Beach; First Cape Henry Lighthouse (NHL) in Fort Story, Virginia Beach; Fort Story Historic District (Joint Expeditionary Base Little Creek-Fort Story) in Fort Story, Virginia Beach; Hilton Washington Inn/Quality Inn and Suites in Virginia Beach; House at 100 54th Street in Virginia Beach; House at 4910 Ocean Front Avenue in Virginia Beach; House at 5302 Ocean Front Avenue in Virginia Beach; House at 7900 Ocean Front Avenue in Virginia Beach; House at 8304–8306 Ocean Front Avenue in Virginia Beach; House at 8600 Ocean Front Avenue in Virginia Beach; Oceans II Condominiums/Aeolus Motel in Virginia Beach; Sandbridge Historic District in Virginia Beach; Seahawk Motel in Virginia Beach; Seatack Lifesaving Station/U.S. Coast Guard Station in Virginia Beach; Second Cape Henry Lighthouse in Fort Story, Virginia Beach; Virginia House in Virginia Beach; and

WHEREAS, within the range of the Project alternatives analyzed in the EIS, BOEM determined one (1) historic aboveground resource in the visual APE in North Carolina (i.e., Currituck Beach Lighthouse in Corolla, Currituck County) would be visually adversely affected by the Project; and

WHEREAS, within the range of the Project alternatives analyzed in the EIS, BOEM determined one (1) of two NHLs in the visual APE would be adversely affected by the Project (i.e., First Cape Henry

Lighthouse in Fort Story, Virginia Beach, Virginia), and the other one (1) of two NHLs in the visual APE would not be adversely affected by the Project (i.e., Eyre Hall in Northampton County, Virginia); and

WHEREAS, BOEM has planned and is taking action to minimize harm, as required by NHPA Section 110(f) at 36 CFR 800.10 to the one (1) adversely affected NHL (i.e., First Cape Henry Lighthouse) as explained in BOEM’s 2023 *Finding of Adverse Effect for the Coastal Virginia Offshore Wind Commercial Construction and Operations Plan* (hereinafter, *Finding of Effect*, and dated September 29, 2023); and

WHEREAS, following consultation with the Nansemond Indian Nation, BOEM plans to conduct a phased identification process (Stipulation IV. PHASED IDENTIFICATION) to identify and assess effects on any historic properties located within the Back Bay National Wildlife Refuge in Virginia Beach, Virginia, which is managed by the United States Fish and Wildlife Service (USFWS); and

WHEREAS, Virginia SHPO concurred with BOEM’s finding of adverse effect on September 28, 2023; and

WHEREAS, North Carolina SHPO concurred with BOEM’s finding of adverse effect on August 7, 2023; and

WHEREAS, throughout this document the term “Tribe” has the same meaning as “Indian Tribe” as defined at 36 CFR 800.16(m); and

WHEREAS, BOEM invited the following federally recognized Tribes to consult on this Project: the Absentee-Shawnee Tribe of Indians of Oklahoma; Cherokee Nation; Chickahominy Indian Tribe; Chickahominy Indian Tribe Eastern Division; Delaware Tribe of Indians; Eastern Band of Cherokee Indians; Eastern Shawnee Tribe of Oklahoma; Monacan Indian Nation; Nansemond Indian Nation; Pamunkey Indian Tribe; Rappahannock Tribe; Shawnee Tribe; The Delaware Nation; The Narragansett Indian Tribe; The Shinnecock Indian Nation; Tuscarora Nation; United Keetoowah Band of Cherokee Indians in Oklahoma; Upper Mattaponi Indian Tribe; and

WHEREAS, the Chickahominy Indian Tribe, Chickahominy Indian Tribe Eastern Division, Monacan Indian Nation, Nansemond Indian Nation, Pamunkey Indian Tribe, Rappahannock Tribe, The Delaware Nation, and Upper Mattaponi Indian Tribe accepted BOEM’s invitation to consult, and BOEM invited these Tribes to sign this MOA as concurring parties; and

WHEREAS, the Cherokee Nation declined to participate in consultation; and

WHEREAS, the Absentee-Shawnee Tribe of Indians of Oklahoma, Delaware Tribe of Indians, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Shawnee Tribe, The Narragansett Indian Tribe, The Shinnecock Indian Nation, Tuscarora Nation, and United Keetoowah Band of Cherokee Indians in Oklahoma did not respond to BOEM’s invitation to consult; and

WHEREAS, BOEM acknowledges that Tribes possess special expertise in assessing the eligibility of historic properties that may possess religious and cultural significance to them, pursuant to 36 CFR § 800.4(c)(1); and

WHEREAS, in accordance with 36 CFR 800.3, BOEM invited other federal agencies, state and local governments, and consulting parties with a demonstrated interest in the undertaking to participate in this consultation; the list of those invited and accepting participation to direct invitations are listed in the *Lists of Invited and Interested Consulting Parties* (Attachment 2); and

WHEREAS, BOEM has consulted with the Lessee in its capacity as the applicant seeking federal approval of the COP, and, because the Lessee has responsibilities under the MOA, BOEM has invited the Lessee to be an invited signatory to this MOA; and

WHEREAS, construction of the Project requires a Department of the Army (DA) permit from the United States Army Corps of Engineers (USACE) for activities that would result in the discharge of dredged or fill material into jurisdictional wetlands and/or other waters of the United States pursuant to Section 404 of the Clean Water Act, activities occurring in or affecting navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act, for the Dam Neck Ocean Disposal Site crossing of Cells 2 and 5 by the Offshore Export Cables and crossing of the Intracoastal Waterway by three overhead 230 kV transmission lines pursuant to Section 14 of the Rivers and Harbors Act of 1899 (commonly referred to as Section 408); and

WHEREAS, BOEM invited USACE to consult since USACE has the authority to issue permits and permissions for this Project under Section 404 of the Clean Water Act (33 USC 1344), Section 10 of the Rivers and Harbors Act (33 USC 403), and Section 14 of the Rivers and Harbors Act (33 USC 408); and

WHEREAS, USACE designated BOEM as the Lead Federal Agency pursuant to 36 CFR 800.2(a)(2) to act on its behalf for purposes of compliance with Section 106 for this Project (in a letter dated July 29, 2021), and BOEM invited USACE to sign this MOA as a concurring party; and

WHEREAS, the NAS Oceana designated BOEM as the Lead Federal Agency pursuant to 36 CFR 800.2(a)(2) to act on its behalf for purposes of compliance with Section 106 for this Project (in a letter dated July 6, 2023) for activities that would occur for the construction of the Harper's Switching Station on property owned by NAS Oceana, and BOEM invited NAS Oceana to sign this MOA as a concurring party; and

WHEREAS, the Bureau of Safety of Environmental Enforcement (BSEE) designated BOEM as the Lead Federal Agency pursuant to 36 CFR 800.2(a)(2) to act on its behalf for purposes of compliance with Section 106 for this Project (in an electronic communication dated August 21, 2023), and BOEM invited BSEE to sign this MOA as a concurring party; and

WHEREAS, BOEM has consulted with the signatories (required signatories and invited signatories) and consulting parties participating in the development of this MOA regarding the definition of the undertaking, delineation of the APEs, identification and evaluation of historic properties, and assessment of potential effects on the historic properties, and measures to avoid, minimize, and mitigate adverse effects on historic properties; and

WHEREAS, pursuant to 36 CFR 800.6(c)(2), BOEM invited the Lessee, the Nansemond Indian Tribe, the City of Virginia Beach, Preservation Virginia, Outer Banks Conservationists, USFWS, and the Virginia Department of Military Affairs – Virginia Army National Guard (VDMA-VaNG) to sign as invited signatories; and

WHEREAS, pursuant to 36 CFR 800.6, BOEM invited the consulting parties as listed in *Lists of Invited and Interested Consulting Parties* (Attachment 2) to sign as concurring parties; however, the refusal of any consulting party to sign this MOA or otherwise concur does not invalidate or affect the effective date of this MOA, and consulting parties who choose not to sign this MOA will continue to receive information if requested and have an opportunity to participate in consultation as specified in this MOA; and

WHEREAS, the signatories agree, consistent with 36 CFR 800.6(b)(2), that adverse effects will be resolved in the manner set forth in this MOA; and

WHEREAS, BOEM sought and considered the views of the public regarding Section 106 for this Project through the NEPA process by holding virtual public scoping meetings when initiating the NEPA and NHPA Section 106 review on July 12, 14, and 20, 2021, and virtual public hearings related to the Draft EIS on January 25 and 31 and February 2, 2023; and

WHEREAS, BOEM conducted five Section 106 consultation meetings [September 9, 2022, December 15, 2022, April 13, 2023, June 12, 2023, and August 28, 2023] and invited all the participating consulting parties listed in Attachment 2 (*Lists of Invited and Interested Consulting Parties*) to these meetings; and

WHEREAS, BOEM made the first Draft MOA available to the Virginia SHPO, North Carolina SHPO, ACHP, Tribes, and consulting parties for review and comment in January 2023 and made an updated versions of the Draft MOA available to these parties for review and comment in June and August 2023.

NOW, THEREFORE, BOEM, Virginia SHPO, North Carolina SHPO, and ACHP agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

BOEM, with the assistance of the Lessee, will ensure that the following measures are carried out as conditions of its approval of the undertaking:

I. MEASURES TO AVOID ADVERSE EFFECTS ON IDENTIFIED HISTORIC PROPERTIES

- A. BOEM will ensure the following measures for avoiding adverse effects on historic properties located in the APE for the undertaking are required as conditions of approval of the Project COP:
 1. Marine APE
 - i. BOEM will include the following measures for avoiding adverse effects on historic properties in and immediately adjacent to the marine APE as described in the Lessee's avoidance plan for marine cultural resources (Attachment 3, *Avoidance Plan for Marine Archaeological Resources*):
 - a. The Lessee will establish horizontal protective buffers recommended by the Qualified Marine Archaeologist (QMA) for all 31 identified marine archaeological resources such that protective buffers are provided for:
 - 1) Six (6) marine archaeological resources (i.e., Targets 8, 10, 11, 14, 15, and 22) measuring a distance of no less than 164 feet (50 meters) from the known visible extent of each resource; and
 - 2) Twenty-four (24) marine archaeological resources (i.e., Targets 1–7, 9, 12, 13, 17–21, 23–31) measuring a distance of no less than 164 feet (50 meters) from the known center point of each resource; and
 - 3) One (1) marine archaeological resource (i.e., Target 16) measuring a distance of no less than 459 feet (140 meters) from the known center point of the resource.
 - b. The Lessee will establish horizontal protective buffers recommended by the QMA for all six (6) identified ASLFs such that protective buffers are provided for:

- 1) P-02, located in the marine APE, measuring a distance of no less than 141 feet (43 meters) from the known extent of the resource, for a total avoidance area of 266.7 acres (107.9 hectares); and
 - 2) P-03, located in the marine APE, measuring a distance of no less than 164 feet (50 meters) from the known extent of the resource, for a total avoidance area of 9.91 acres (4.01 hectares); and
 - 3) P-04-A, located in the marine APE, measuring a distance of no less than 164 feet (50 meters) from the known extent of the resource, for a total avoidance area of 3.94 acres (1.59 hectares); and
 - 4) P-04-B, located in the marine APE, measuring a distance of no less than 164 feet (50 meters) from the known extent of the resource, for a total avoidance area of 22.05 acres (8.92 hectares); and
 - 5) P-01, located outside of the marine APE, measuring a distance of no less than 164 feet (50 meters) from the known extent of the resource, for a total avoidance area of 10.71 acres (4.33 hectares); and
 - 6) P-05, located outside of the marine APE, measuring a distance of no less than 164 feet (50 meters) from the known extent of the resource, for a total avoidance area of 5.45 acres (2.2 hectares).
2. Terrestrial APE
- i. BOEM will include the following measures for avoiding adverse effects on historic properties as described in the Lessee's avoidance plan for cultural resources located in the terrestrial APE (Attachment 4, *Avoidance, Minimization, and Monitoring Plan for Cultural Resources in the Terrestrial APE*):
 - a. The Lessee will install temporary fencing for avoiding adverse effects on the three (3) terrestrial archaeological resources and the one (1) grave/memorial in the terrestrial APE such that:
 - 1) For 44CS0250 and 44VB0162, the known extent of each resource as identified in the Lessee's investigations will be delineated by fencing, flagging, and/or signage during all construction activities, and construction personnel will be instructed to stay outside of the delineated area; and
 - 2) For 44VB0412, the terrestrial APE will be delineated by fencing, flagging, and/or signage during all construction activities, and construction personnel will be instructed to stay within the delineated area; and
 - 3) For the grave/memorial on NAS Oceana (34-5027-0050), a buffer of 10 feet (3 meters) from the existing fencing of the resource will be delineated by fencing during all construction activities, and construction personnel will be instructed to stay outside of the fenced area.
 - b. The Lessee will install temporary fencing for avoiding adverse effects on one (1) terrestrial archaeological resource outside of but adjacent to the terrestrial APE such that:

- 1) For 44VB0388, the known extent of the resource will be delineated by fencing during all construction activities, and construction personnel will be instructed to stay outside of the fenced area.
 - c. The Lessee will depict all avoidance areas and temporary fencing on construction plans as “Protected Areas – Not to be Disturbed.”
3. Visual APE
- i. To maintain avoidance of adverse effects on historic properties in the visual APE where BOEM determined no adverse effects or where no effects would occur, BOEM will require the Lessee to ensure Project structures are within the design envelope, sizes, scale, locations, lighting prescriptions, and distances that were used by BOEM to inform the definition of the APE for the Project and for determining effects in the *Finding of Effect* (see the CVOW-C COP [2023]). If the project is modified, BOEM will follow Stipulation V (PROJECT MODIFICATIONS).

II. MEASURES TO MINIMIZE ADVERSE EFFECTS ON IDENTIFIED HISTORIC PROPERTIES

- A. BOEM has undertaken planning and actions to minimize adverse effects on historic properties located in the Project APE and will ensure the following measures are required as conditions of approval of the Project COP:
1. Terrestrial APE
 - i. BOEM will include the following measures for minimizing adverse effects on historic properties as described in the Lessee’s minimization plan for cultural resources located in the terrestrial APE (Attachment 4, *Avoidance, Minimization, and Monitoring Plan for Cultural Resources in the Terrestrial APE*):
 - a. The Lessee will conduct archaeological monitoring of construction activities such that an archaeological monitor will be present at the locations of the following historic properties and cultural resources during construction activities that involve subsurface disturbance: 44CS0250; Camp Pendleton/State Military Reservation Historic District; and the grave/memorial on NAS Oceana (34-5027-0050).
 - b. The Lessee will consult with the Chickahominy Indian Tribe, Chickahominy Indian Tribe Eastern Division, Delaware Tribe of Indians, Monacan Indian Nation, Nansemond Indian Nation, Pamunkey Indian Tribe, Rappahannock Tribe, The Delaware Nation, and Upper Mattaponi Indian Tribe prior to implementation of the monitoring plans in Attachment 4.
 2. Visual APE
 - i. BOEM has undertaken planning and actions to minimize visual adverse effects to aboveground historic properties in the visual APE including minimizing harm to the one adversely affected NHL: the First Cape Henry Lighthouse. The minimization measures below will minimize visual adverse effects to all adversely affected historic properties in the visual APE and will minimize the undertaking’s cumulative visual adverse effects, which would add to the potential visual adverse effects of other reasonably foreseeable offshore wind energy developments. BOEM will include these minimization measures

for adverse effects within the visual APE as conditions of approval of the CVOW-COP:

- a. The Lessee will use uniform WTG design, speed, height, and rotor diameter to reduce visual contrast and decrease visual clutter.
- b. The Lessee will include the option to reduce the number of constructed WTGs from a maximum proposed number of 202 positions to 176 positions or fewer, among the action alternatives analyzed in the EIS for the Project.
- c. The Lessee will apply a RAL 7035 light gray paint color to the WTGs to help reduce potential visibility of the turbines against the horizon during daylight hours.
- d. The Lessee will implement an aircraft detection lighting system (ADLS) to automatically activate lights when aircraft approach and then return to darkness. The WTGs and OSS will be lit and marked in accordance with Federal Aviation Administration and U.S. Coast Guard lighting standards and consistent with BOEM's *Guidelines for Lighting and Marking of Structures Supporting Renewable Energy Development* (April 28, 2021) to reduce light intrusion.

III. MEASURES TO MITIGATE ADVERSE EFFECTS ON IDENTIFIED HISTORIC PROPERTIES

- A. BOEM will ensure the Lessee will resolve adverse effects on the one (1) adversely affected historic property located in both the terrestrial and visual APEs and 23 adversely affected aboveground historic properties in the visual APE through the following measures:
 1. Funding and Implementation of Historic Property Treatment Plans (HPTPs). BOEM will ensure the following measures described in HPTPs to resolve adverse effects on the 24 adversely affected aboveground historic properties are required as conditions of approval of the Project COP and are funded and implemented by the Lessee according to a timeline determined through consultation. The measures included in this stipulation are based on consultation regarding the historic preservation priorities of the consulting parties associated with the affected historic properties. Attachment 10 (*Mitigation Funding Amounts*) contains budgets for each mitigation measure in Stipulation III.A.1.i-v that includes funding for mitigation efforts, reflecting good faith estimates, based on the experience of qualified consultants with similar activities and comparable historic properties. The Lessee is not required to spend more than \$1,890,000 total for the measures listed in Stipulation III.A.1.i-v.
 - i. Atlantic Wildfowl Heritage Cottage/De Witt Cottage; Cavalier Hotel and Beach Club; Cavalier Shores Historic District; Chesapeake Bay Bridge-Tunnel; Chesapeake Light Tower; Cutty Sark Motel Efficiencies; Econo Lodge/Empress Motel; Hilton Washington Inn/Quality Inn and Suites; House (100 54th Street); House (4910 Ocean Front Avenue); House (5302 Ocean Front Avenue); House (7900 Ocean Front Avenue); House (8304-8306 Ocean Front Avenue); House (8600 Ocean Front Avenue); Oceans II Condominiums/Aeolus Motel; Sandbridge Historic District; Seahawk Motel; Seatack Lifesaving Station/U.S. Coast Guard Station; Second Cape Henry Lighthouse; and Virginia House. The following mitigation measures would be implemented to resolve adverse effects, including supporting the historic preservation priorities of the City of Virginia Beach, on these historic properties as described in the *Offshore Historic Properties Treatment Plan – Offshore Project Components in Virginia Beach, VA and Currituck, NC* (Attachment 5):

- a. The Lessee will provide financial support to the City of Virginia Beach for the documentation or NRHP nominations of historic gunning and hunting clubs in Virginia Beach. This measure may include the preparation of NRHP nominations for the Pocahontas Fowling Club and the Princess Anne County Gunning and Hunt Clubs Multiple Property Document (MPD), or documentation of other similar clubs in Virginia Beach. These funds will support scholarship on these historic resources, further the understanding of the properties and educate the public on gunning and hunting clubs.
 - b. The Lessee will provide financial support to the City of Virginia Beach to develop preservation planning documents. These documents and programs may include a Sea Level Rise Mitigation Plan. This measure serves to mitigate the adverse effects on multiple properties in and near the City of Virginia Beach.
 - c. The Lessee will provide financial support to the City of Virginia Beach to develop educational programs and interpretation of the Virginia Beach Surf and Rescue Museum located in the Seatack Lifesaving Station/U.S. Coast Guard Station and the Atlantic Wildfowl Heritage Museum/De Witt Cottage.
 - d. The Lessee will provide financial support to the City of Virginia Beach for the production of a Pattern Book for the Cavalier Shores Historic District. These funds will support scholarship on the historic resources and further the understanding of the properties by the public. This measure serves to educate the public on this residential historic district and mitigate the adverse effects to that district.
 - e. The Lessee will provide financial support for the City of Virginia Beach's preservation planning priorities. These funds may be used to support the survey and documentation of Doyletown and Queen City, depending on the needs and interest of these communities, or for the development of NRHP nominations for historic hotels in Virginia Beach. These funds will support scholarship on the historic resources and further the understanding of the properties by the public. This measure serves to educate the public on residential historic districts and historic hotels and motels and mitigate the adverse effects on these properties.
 - f. The Lessee will provide the financial support for the measures described in Stipulation III.A.1.i.a-e within one year of the execution of the MOA.
 - g. Once the Lessee has provided the financial support for the measures listed in Stipulation III.A.1.i.a-e, the City of Virginia Beach will oversee scheduling, set standards, hire contractors, and review draft and final deliverables, as described in Attachment 5. The City of Virginia Beach will ensure that the mitigation measures are complete within five years after the MOA is executed, unless another timeline is agreed upon by the City of Virginia Beach, the Lessee, VA SHPO, and BOEM. The Lessee will provide notification of compliance with this scope of work in the annual report pursuant to Stipulation XIV (MONITORING AND REPORTING) of this Agreement.
- ii. Currituck Beach Lighthouse. The following mitigation measure would be implemented to resolve adverse effects on this historic property as described in the *Offshore Historic Properties Treatment Plan – Offshore Project Components in Virginia Beach, VA and Currituck, NC* (Attachment 5):

- a. The Lessee will provide financial support to Outer Banks Conservationists, the organization that maintains the Currituck Beach Lighthouse, to fund priority preservation projects including, but not limited to, exterior masonry repairs, interior masonry and ironwork, a conditions assessment of the original First Order Fresnel lens, and other annual lighthouse restoration maintenance.
 - b. The Lessee will provide the financial support for the measures described in Stipulation III.A.1.ii.a within one year of the execution of the MOA.
 - c. Once the Lessee has provided the financial support for the measures listed in Stipulation III.A.1.ii.a, the Outer Banks Conservationist will implement the mitigation activities and ensure compliance with relevant standards, as described in Attachment 5. The Outer Banks Conservationists will ensure that the mitigation measures are complete within five years after the MOA is executed, unless another timeline is agreed upon by the Outer Banks Conservationists, the Lessee, NC SHPO, and BOEM. The Lessee will provide notification of compliance with this scope of work in the annual report pursuant to Stipulation XIV (MONITORING AND REPORTING) of this Agreement.
- iii. First Cape Henry Lighthouse (NHL). The following mitigation measure would be implemented to resolve adverse effects under Section 106 as well as under Section 110(f) on the First Cape Henry Lighthouse NHL as described in the *Offshore Historic Properties Treatment Plan – Offshore Project Components in Virginia Beach, VA and Currituck, NC* (Attachment 5):
- a. The Lessee will provide financial support to Preservation Virginia to fund priority preservation projects including, restoration projects, educational programming, or the development of a renovation and expansion plan for the Cape Henry Lighthouse Visitor Services Center. This measure would support the interpretation of the First Cape Henry Lighthouse for the public good.
 - b. The Lessee will provide the financial support for the measures described in Stipulation III.A.1.iii.a within one year of the execution of the MOA.
 - c. Once the Lessee has provided the financial support for the measures listed in Stipulation III.A.1.iii.a, Preservation Virginia will oversee scheduling, hiring contractors, and executing the restoration projects, educational programming, or renovation and expansion plan, as described in Attachment 5. Preservation Virginia will ensure that the mitigation measures are complete within five years after the MOA is executed, unless another timeline is agreed upon by Preservation Virginia, the Lessee, VA SHPO, and BOEM. The Lessee will provide notification of compliance with this scope of work in the annual report pursuant to Stipulation XIV (MONITORING AND REPORTING) of this Agreement.
- iv. Fort Story Historic District. The following mitigation measure would be implemented to resolve adverse effects on this historic property as described in the *Offshore Historic Properties Treatment Plan – Fort Story Historic District* (Attachment 6):
- a. In coordination with BOEM and the United States Navy/Joint Expeditionary Base Little Creek-Fort Story (U.S. Navy/JEBLCFS), the Lessee will hire contractors to

- design, write, and produce an informational brochure about the architectural heritage of the Fort Story Historic District.
- b. The Lessee will begin implementation of the measures described in Stipulation III.A.1.iv.a within one year of the execution of the MOA.
 - c. The Lessee will oversee all deliverables, provide draft and final copies to U.S. Navy/JEBLCFS for review and comment, and print copies of the final brochure and deliver them to the U.S. Navy/JEBLCFS, as described in Attachment 6. The Lessee will ensure that the mitigation measures are complete within five years after the MOA is executed, unless another timeline is agreed upon by the U.S. Navy/JEBLCFS, the Lessee, VA SHPO, and BOEM. The Lessee will provide notification of compliance with this scope of work in the annual report pursuant to Stipulation XIV (MONITORING AND REPORTING) of this Agreement.
 - v. Camp Pendleton/State Military Reservation Historic District. The following mitigation measures would be implemented to resolve physical and visual adverse effects on this historic property and support the historic preservation priorities of VDMA-VaNG as described in *Historic Properties Treatment Plan Camp Pendleton/State Military Reservation Historic District* (Attachment 7):
 - a. In coordination with BOEM and the VDMA-VaNG, the Lessee will hire contractors to produce documentation of Building 410 and Building 59 according to VA SHPO's *Guidelines for Conducting Historic Resources Survey in Virginia* for intensive survey, including recordation and photography of the interior and exterior of each building and significant associated landscape features, and research into the history and significance of these buildings within the District and as historic building types.
 - b. In coordination with BOEM and VDMA-VaNG, the Lessee will hire contractors to complete a digital photo documentation of the Camp Pendleton/SMR Historic District landscapes and contributing resources, including pre- and post-construction digital photos of the district where it is traversed by the Project.
 - c. In coordination with BOEM and VDMA-VaNG, the Lessee will hire contractors to design and install two interpretive kiosks or panels at a location chosen by VDMA-VaNG. The kiosks/panels will discuss the historical landscape of the District, highlighting what has changed and what remains intact, and framing the discussion in the context of the facility's history and significance.
 - d. The Lessee will begin implementation of the measures described in Stipulation III.A.1.v.a-c within one year of the execution of the MOA.
 - e. The Lessee will oversee the implementation of the measures listed in Stipulation III.A.1.v.a-c, including hiring contractors and overseeing the documentation of the buildings and the design and installation of the kiosks/panels in consultation with VDMA-VaNG. VDMA-VaNG will consult on implementation of this HPTP, including providing research materials, reviewing and commenting on draft documentation materials and kiosk/panel designs and content, and coordinating with the Lessee on the installation of the kiosks/panels, as described in Attachment 7. The Lessee and VDMA-VaNG will ensure that the mitigation measures are complete within five years after the MOA is executed, unless another timeline is agreed upon

by VDMA-VaNG, the Lessee, VA SHPO, and BOEM. The Lessee will provide notification of compliance with this scope of work in the annual report pursuant to Stipulation XIV (MONITORING AND REPORTING) of this Agreement.

IV. PHASED IDENTIFICATION

- A. Phased identification and evaluation of historic properties within the Back Bay National Wildlife Refuge (Refuge) portion of the visual APE will occur after publication of the Final EIS. BOEM will conduct the identification and evaluation process in consultation with the Nansemond Indian Nation and will seek and incorporate their Tribal expertise in this process. BOEM will conduct phased identification and evaluation of historic properties in the Refuge, pursuant to 36 CFR § 800.4(b)(2), including cumulative visual effects. BOEM, with the assistance of the Lessee, will ensure the confidentiality of the information collected through this phased identification and evaluation process. The following measures will be implemented for phased identification in the Refuge:
1. BOEM will develop a Phased Identification Plan (PIP) in consultation with the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, and VA SHPO. The Lessee will prepare the PIP pursuant to Stipulation VI (REVIEW PROCESS FOR DOCUMENTS) of this Agreement. The PIP will include the following components:
 - i. A geographic description and maps of the survey area, including a map showing the survey area in relation to the Project visual APE.
 - ii. A brief description of the research and survey methodology, including methods for seeking Tribal expertise.
 - iii. An anticipated schedule for coordination with the Nansemond Indian Nation, consultation, survey, and report completion.
 - iv. Measures for maintaining confidentiality.
 2. The Lessee will conduct the phased identification in accordance with applicable state guidelines and recommendations presented in BOEM's most recent *Guidelines*.
 - i. BOEM requires that identification and evaluation efforts be documented in a technical report, i.e., a supplemental Historic Resources Visual Effects Assessment (HRVEA), that addresses the identification of historic properties and includes an assessment of effects applying the criteria of adverse effect pursuant to 36 CFR § 800.5(a).
 - a. The supplemental HRVEA will include a summary of Tribal consultation and will prioritize Tribal expertise in assessing sites of religious and cultural significance to the Nansemond Indian Nation located within the Refuge.
 3. BOEM will analyze cumulative visual effects for any additional adversely affected historic properties identified in the phased identification. BOEM will produce a Cumulative Historic Resources Visual Effects Assessment (CHRVEA) addendum based on the results of this analysis.
 4. BOEM will consult with the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, and VA SHPO on the supplemental HRVEA and the CHRVEA addendum.

5. If BOEM identifies no additional historic properties or determines that no historic properties are adversely affected as a result of this phased identification, BOEM, with the assistance of the Lessee, will notify and consult with the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, and VA SHPO following the consultation process set forth here in this stipulation.
 - i. BOEM will notify the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee about BOEM's determination or finding. BOEM will provide a copy of the supplemental HRVEA.
 - ii. BOEM will allow the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee 60-calendar days to review and comment on the survey reports, the results of the surveys, BOEM's determination, and the documents.
 - iii. After the 60-calendar day review period has concluded and if no comments require additional consultation, BOEM will notify the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, and the Lessee that the VA SHPO has agreed on the results of this phased identification and, if they received any comments, provide a summary of the comments and BOEM's responses. If the VA SHPO objects, then BOEM will resolve any such objections pursuant to the dispute resolution process set forth in Stipulation XV (DISPUTE RESOLUTION).
 - iv. BOEM, with the assistance of the Lessee, will conduct a consultation meeting during this 60-calendar day review period and conduct any additional consultation meetings if requested by the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, and VA SHPO.
 - v. This MOA will not need to be amended if no additional historic properties are identified and/or adversely affected.
6. If BOEM determines new adverse effects to historic properties will occur based on the information in these surveys, BOEM will notify and consult with the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee regarding BOEM's finding and the proposed measures to resolve the adverse effect(s), including the development of a new treatment plan(s) following the consultation process set forth here in this stipulation.
 - i. BOEM will notify and consult with the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee about BOEM's determination and the proposed resolution measures for the adverse effect(s). BOEM will provide a copy of the supplemental HRVEA and CHRVEA addendum.
 - ii. The Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee will have 60-calendar days to review and comment on the documents including the adverse effect finding and the proposed resolution of adverse effect(s), including a draft treatment plan(s).
 - iii. BOEM, with the assistance of the Lessee, will invite the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee to a consultation meeting during this 60-calendar day review period and conduct any additional consultation meetings as necessary.

- iv. BOEM, with the assistance of the Lessee, will respond to the comments and make necessary edits to the documents.
- v. BOEM will send the revised draft final documents to the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee for review and comment during a 30-calendar day review and comment period. With this same submittal of draft final documents, BOEM will provide a summary of all the comments received on the documents and BOEM's responses.
- vi. BOEM, with the assistance of the Lessee, will respond to the comments on the draft final documents and make necessary edits to the documents.
- vii. Once BOEM has received agreement from the VA SHPO on the finding of new adverse effect(s), BOEM has accepted any final HPTP(s), then BOEM will notify the Nansemond Indian Nation, the U.S. Fish and Wildlife Service, VA SHPO, and the Lessee that the phased identification and final HPTP(s) have been accepted. With this notification, BOEM will provide the final document(s), including any final HPTP(s) and a summary of comments and BOEM's responses to comments (if they receive comments on the draft final documents).
- viii. The MOA will not need to be amended after the HPTP(s) is accepted by BOEM.

V. PROJECT MODIFICATIONS

- A. If the Lessee proposes any modification(s) to the Project that expands the Project beyond the Project Design Envelope included in the COP and/or occurs outside of the defined APE, or if the proposed modifications would change BOEM's final determinations and findings for this Project, the Lessee will notify and provide BOEM with information concerning the proposed modifications. BOEM will determine if these modifications require alteration of the conclusions reached in the *Finding of Effect* in a manner that would require additional consultation with the signatories and consulting parties. If BOEM determines additional consultation is required, the Lessee will provide the signatories and consulting parties with the information concerning the proposed changes, and these parties will have 30 calendar days from receipt of this information to comment on the proposed changes. BOEM will take into account any comments from signatories and consulting parties prior to agreeing to any proposed changes. Using the procedure below, BOEM will, as necessary, consult with the signatories and consulting parties to identify and evaluate historic properties in any newly affected areas, assess the effects of the modification, and resolve any adverse effects. Any project modification allowed pursuant to this Stipulation V would not require an amendment to the MOA.
 1. If the Project is modified and BOEM identifies no additional historic properties or determines that no additional historic properties will be adversely affected due to the modification, the Lessee will notify and consult with the signatories and consulting parties following the consultation process set forth in this Stipulation V.A.1.
 - i. The Lessee will notify all the signatories and consulting parties about this proposed change and BOEM's determination by providing a written summary of the project modification including any maps, a summary of any additional surveys and/or research conducted to identify historic properties and assess effects, and copies of the survey reports.

- ii. BOEM and the Lessee will allow the signatories and consulting parties 30 calendar days to review and comment on the proposed change, BOEM's determination, and the documents.
 - iii. After the 30-calendar day review period has concluded and if no comments require additional consultation, the Lessee will notify the signatories and consulting parties that BOEM has approved the project modification and, if any comments were received, provide a summary of the comments and BOEM's responses.
 - iv. BOEM, with the assistance of the Lessee, will conduct any consultation meetings if requested by the signatories or consulting parties.
2. If BOEM determines new adverse effects on historic properties will occur due to a Project modification, BOEM, with the assistance of the Lessee, will notify and consult with the signatories and consulting parties regarding BOEM's finding and the proposed measures to resolve the adverse effect(s) including the development of a new HPTP(s) following the consultation process set forth in this Stipulation V.A.2.
- i. The Lessee will notify all signatories and consulting parties about this proposed modification, BOEM's determination, and the proposed resolution measures for the adverse effect(s).
 - ii. The signatories and consulting parties will have 30 calendar days to review and comment on the adverse effect finding and the proposed resolution of adverse effects, including a draft HPTP(s).
 - iii. BOEM, with the assistance of the Lessee, will conduct additional consultation meetings, if necessary, during consultation on the adverse effect finding and during drafting and finalization of the HPTP(s).
 - iv. BOEM, with the assistance of the Lessee, will respond to the comments and make necessary edits to the documents.
 - v. The Lessee will send the revised draft final documents to the other signatories and consulting parties for review and comment during a 30-calendar-day review and comment period. With this same submittal of draft final documents, the Lessee will provide a summary of all the comments received on the documents and BOEM's responses.
 - vi. BOEM, with the assistance of the Lessee, will respond to the comments on the draft final documents and make necessary edits to the documents.
 - vii. The Lessee will notify the signatories and consulting parties that BOEM has approved the project modification and will provide the final document(s) including the final HPTP(s) and a summary of comments and BOEM's responses to comments, if any comments are received on the draft final documents, after BOEM has received agreement from the affected SHPO(s) on the finding of new adverse effect(s), BOEM has accepted the final HPTP(s), and BOEM has approved the Project modification.
- B. If any of the signatories or consulting parties object to determinations, findings, or resolutions made pursuant to these measures (Stipulation V.A.1-2), BOEM will resolve any such objections

pursuant to the dispute resolution process set forth in Stipulation XV (DISPUTE RESOLUTION).

VI. REVIEW PROCESS FOR DOCUMENTS

- A. The following process will be used for any document, report, or plan produced in accordance with the stipulations of this MOA:
1. Draft Document:
 - i. The Lessee will provide the document to BOEM for technical review and approval.
 - a. BOEM have 15 calendar days to complete their technical review.
 - b. If BOEM does not approve the document, they will submit comments back to the Lessee, who will have 15 calendar days to address the comments.
 - ii. BOEM, with the assistance of the Lessee, will provide the draft document to SHPO[s], invited signatories, and consulting parties, except the ACHP, for review and comment.
 - a. SHPO[s], invited signatories, and consulting parties will have 30 calendar days to review and comment.
 - b. BOEM, with the assistance of the Lessee, will coordinate a meeting with SHPO[s], invited signatories, and consulting parties to facilitate comments on the document if requested by a consulting party.
 - c. BOEM will consolidate comments received and provide them to the Lessee within 15 calendar days of receiving comments from SHPO[s], invited signatories, and consulting parties.
 - d. BOEM, with the assistance of the Lessee, will respond to the comments and make necessary edits to the documents.
 2. Draft Final Document:
 - i. The Lessee will provide BOEM with the draft final document for technical review and approval.
 - a. BOEM has 15 calendar days to complete their technical review.
 - b. If BOEM does not approve the document, they will submit comments back to the Lessee, who will have 15 calendar days to address the comments.
 - ii. BOEM, with the assistance of the Lessee, will provide the draft final document to SHPO[s], invited signatories, and consulting parties, except the ACHP, for review and comment. With this same submittal of draft final documents, BOEM, with the assistance of the Lessee, will provide a summary of all the comments received on the documents and BOEM's responses.

- a. SHPO[s], invited signatories, and consulting parties will have 30 calendar days to review and comment.
 - b. BOEM, with the assistance of the Lessee, will coordinate a meeting with SHPO[s], invited signatories, and consulting parties to facilitate comments on the document if requested by a consulting party.
 - c. BOEM will consolidate comments received and provide them to the Lessee within 15 calendar days of receiving comments from SHPO[s], invited signatories, and consulting parties.
 - d. BOEM, with the assistance of the Lessee, will respond to the comments and make necessary edits to the documents.
3. Final Document:
- i. The Lessee will provide BOEM with the final document for approval.
 - a. BOEM has 15 calendar days to complete their technical review.
 - b. If BOEM does not provide approval, they will submit comments back to the Lessee, who will have 15 calendar days to address the comments.
 - c. BOEM, with the assistance of the Lessee, will provide the final document to SHPO[s], invited signatories, and consulting parties, except the ACHP, within 30 calendar days of approving the final document. With this same submittal of final documents, the Lessee will provide a summary of all the comments received on the documents and BOEM's responses.

VII. SUBMISSION OF DOCUMENTS

- A. All submittals to federally recognized Tribes, VA SHPO, NC SHPO, ACHP, and other consulting parties will be submitted electronically unless a specific request is made for the submittal to be provided in paper format.

VIII. CURATION

- A. BOEM, with the assistance of the Lessee, will ensure that for collections from federal lands or the OCS:
 1. Any archaeological materials removed from federal lands or the OCS as a result of the actions required by this MOA will be curated in accordance with 36 CFR 79, "Curation of Federally Owned and Administered Archaeological Collections," ACHP's "Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites" published in the Federal Register (64 Fed. Reg. 27085-27087 (May 18, 1999)), or other provisions agreed to by the consulting parties and following applicable State guidelines. No excavation should be initiated before acceptance and approval of a curation plan.
 2. Any archaeological materials removed from property owned by NAS Oceana will be placed at Fort Gregg-Adams Regional Artifact Curation Facility in accordance with the *Memorandum of Agreement Between United States Army Garrison Fort Lee Regional*

Archaeological Curation Facility, Directorate Of Public Works, United States Army and Commander, Navy Region Mid-Atlantic (2022) and/or another identified repository of the Navy.

3. For any archaeological materials removed from federal lands or the OCS that are affiliated with or culturally significant to federally recognized Tribes, the potentially affiliated Tribe(s) will be consulted on the location and manner of curation, including materials removed from the NAS Oceana property and identified through consultation.
- B. BOEM, with the assistance of the Lessee, will ensure that for collections from state, local government, and private lands:
1. Archaeological materials from state or local government lands in the APE and the records and documentation associated with these materials will be curated within the state of their origin at a repository preferred by the appropriate SHPO, or an approved and certified repository, in accordance with the standards and guidelines required by the appropriate SHPO. Lands as described here may include the seafloor in state waters. No excavation should be initiated before acceptance and approval of a curation plan.
 - i. Any archaeological materials removed from the State Military Reservation property will be curated by VDMA-VaNG at the Army National Guard Military Training Center near Blackstone, Virginia.
 - ii. If there are any recovered collections that are affiliated with or culturally significant to federally recognized Tribes, the potentially affiliated Tribe(s) will be consulted on the location and manner of curation, including material removed from the State Military Reservation property.
 2. Collections from private lands that would remain private property: In cases where archaeological surveys and testing are conducted on private land, any recovered collections remain the property of the landowner. In such instances, BOEM and the Lessee, in coordination with the appropriate SHPOs and affected Tribe(s), will encourage landowners to donate the collection(s) to an appropriate public or Tribal entity. To the extent a private landowner requests that the materials be removed from the site, the Lessee will seek to have the materials donated to the repository identified under Stipulation VIII.B.1 through a written donation agreement developed in consultation with the consulting parties. BOEM, assisted by the Lessee, will seek to have all materials from each state curated together in the same curation facility within the state of origin. In cases where the property owner wishes to transfer ownership of the collection(s) to a public or Tribal entity, BOEM and the Lessee will ensure that recovered archaeological materials and related documentation are curated in a suitable repository as agreed to by BOEM, appropriate SHPOs, and affected Tribe(s), and following applicable State guidelines. To the extent feasible, the materials and records resulting from the actions required by this MOA for private lands will be curated in accordance with 36 CFR 79. No excavation should be initiated before acceptance and approval of a curation plan.
 3. For any archaeological materials removed from private lands, if there are any recovered collections that are affiliated with or culturally significant to federally recognized Tribes, and if the collections are given to a repository as contemplated by this stipulation, the potentially affiliated Tribe(s) will be consulted on the location and manner of curation.

- C. When applicable, BOEM will follow the principles within the ACHP's *Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects*, dated March 1, 2023.

IX. PROFESSIONAL STANDARDS AND QUALIFICATIONS

- A. Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Lessee will ensure that all work carried out pursuant to this MOA will meet the SOI Standards for Archaeology and Historic Preservation, 48 FR 44716 (September 29, 1983), taking into account the suggested approaches to new construction in the SOI's Standards for Rehabilitation.
- B. SOI Professional Qualifications Standards. The Lessee will ensure that all work carried out pursuant to this MOA is performed by or under the direct supervision of historic preservation professionals who meet the SOI's Professional Qualifications Standards (48 FR 44738-44739). A "qualified professional" is a person who meets the relevant standards outlined in such SOI's Standards. BOEM, or its designee, will ensure that consultants retained for services pursuant to the MOA meet these standards. Additionally, historic preservation professionals cannot have been censured by any SHPO, THPO, or other professional organization.
- C. Investigations of Marine Archaeological Resources and ASLFs. The Lessee will ensure that any additional investigations of marine archaeological resources and ASLFs will be conducted and reports and other materials produced by one or more QMAs and geological specialists who meet the SOI's Professional Qualifications Standards and who have experience both in conducting HRG surveys and processing and interpreting the resulting data for archaeological potential, as well as collecting, subsampling, and analyzing cores.
- D. Tribal Consultation Experience. BOEM, with the assistance of the Lessee, will ensure that all work carried out pursuant to this MOA that requires consultation with Tribes is performed by professionals who have demonstrated professional experience consulting with federally recognized Tribes.
- E. BOEM Acknowledgement of the Special Expertise of Tribes. BOEM recognizes that all tribal participants and knowledge need not conform to the SOI's standards, acknowledging that Tribes possess special expertise in assessing the eligibility of historic properties that may possess religious and cultural significance to Tribes, pursuant to 36 CFR 800.4(c)(1).

X. DURATION

- A. This MOA will expire at (1) the decommissioning of the Project in the Lease Area, as defined in the Lessee's lease with BOEM (Lease Number OCS-A 0483), or (2) 33 years from the date of COP approval, whichever occurs first. Prior to such time, BOEM may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation XVII (AMENDMENTS).

XI. TRIBAL AND ARCHAEOLOGICAL MONITORING

- A. Implementation of Archaeological Monitoring Plans. The Lessee will implement the archaeological monitoring plan for terrestrial archaeological resources (Attachment 4, *Avoidance, Minimization, and Monitoring Plan for Cultural Resources in the Terrestrial APE*) for the areas identified for archaeological monitoring.
- B. In the event of a post-review discovery during archaeological monitoring, the process identified under Stipulation XIII (POST-REVIEW DISCOVERIES) will apply.

XII. POST-REVIEW DISCOVERIES

- A. Implementation of Post-Review Discovery Plans. If historic properties are discovered that may be historically significant or unanticipated effects on historic properties are found, BOEM and BSEE, with the assistance of the Lessee, will implement the post-review discovery plan (PRDPs) for marine archaeology (Attachment 8, *Unanticipated Discoveries Plan – Plans and Procedures Addressing Unanticipated Discoveries of Cultural Resources and Human Remains, in Support of the Coastal Virginia Offshore Wind Commercial Project Located on the Outer Continental Shelf Offshore Virginia*) and terrestrial archaeology (Attachment 9, *Unanticipated Discoveries Plan – Plan for Unanticipated Discoveries of Cultural Resources and Human Remains – Terrestrial Archaeological Resources*).
1. The signatories acknowledge and agree that it is possible that additional historic properties may be discovered prior to or during implementation of the Project, despite the completion of a good faith effort to identify historic properties throughout the APEs.
- B. All Post-Review Discoveries. In the event of a post-review discovery of a historic property or unanticipated effects on a historic property prior to or during construction, installation, O&M, or decommissioning of the Project, the Lessee will implement the following actions which are consistent with the post-review discovery plans for marine archaeology (Attachment 8, *Unanticipated Discoveries Plan – Plans and Procedures Addressing Unanticipated Discoveries of Cultural Resources and Human Remains, in Support of the Coastal Virginia Offshore Wind Commercial Project Located on the Outer Continental Shelf Offshore Virginia*) and terrestrial archaeology (Attachment 9, *Unanticipated Discoveries Plan – Plan for Unanticipated Discoveries of Cultural Resources and Human Remains – Terrestrial Archaeological Resources*):
1. Immediately halt all ground- or seafloor-disturbing activities within the area of discovery.
 2. Notify BOEM and BSEE simultaneously in writing via report within 72 hours of the discovery.
 - i. In the case that the discovery is within an USACE permit area, BOEM will notify USACE and consulting Tribes as identified in the post-review discovery plans for marine archaeology (Attachment 8) and terrestrial archaeology (Attachment 9) of the discovery after receiving notice from the Lessee.
 - ii. In the case that HMS Kingston Ceylonite is identified, BOEM will notify both the Naval History and Heritage Command (Underwater Archaeology Branch) and the U.S. State Department of the discovery after receiving notice from the Lessee.
 - iii. In the case that a discovery occurs on property owned by the U.S. Navy at NAS Oceana, BOEM will notify the Commander, Navy Region Mid-Atlantic of the discovery after receiving notice from the Lessee.
 3. Keep the location of the discovery confidential and take no action that may adversely affect the discovered property until BOEM or their designee has made an evaluation and instructs the Lessee on how to proceed.
 4. Conduct any additional investigations as directed by BOEM or their designee to determine, in consultation with the appropriate SHPO and applicable federally recognized Tribes, if the resource is eligible for listing in the NRHP (30 CFR 585.802(b)). BOEM will direct the Lessee to complete additional investigations, as BOEM deems appropriate, if:

- i. The site has been impacted by Project activities; or
 - ii. Effects on the site from Project activities cannot be avoided.
5. If investigations indicate that the resource is eligible for listing in the NRHP, BOEM, with the assistance of the Lessee, will work with the other relevant signatories and consulting parties to this MOA who have a demonstrated interest in the affected historic property and on the further avoidance, minimization, or mitigation of adverse effects.
 6. If there is any evidence that the discovery is from an indigenous society or appears to be a burial site, the Lessee, notwithstanding provision XI.B.3, will contact, concurrently with BOEM, the Tribes as identified in the notification lists included in the post-review discovery plans within 72 hours of the discovery with details of what is known about the discovery, and consult with the Tribes pursuant to the post-review discovery plan.
 7. If BOEM incurs costs in addressing the discovery, under Section 110(g) of the NHPA, BOEM may charge the Lessee reasonable costs for carrying out historic preservation responsibilities, pursuant to its delegated authority under the OCS Lands Act (30 CFR 585.802 (c-d)).

XIII. EMERGENCY SITUATIONS

- A. In the event of an emergency or disaster that is declared by the President or the Governors of Virginia or North Carolina, which represents an imminent threat to public health or safety, or creates a hazardous condition due to impacts from this Project's infrastructure damaged during the emergency and affecting historic properties in the APE, BOEM with the assistance of the Lessee will notify the consulting Tribes, SHPOs, and the ACHP of the condition which has initiated the situation and the measures taken to respond to the emergency or hazardous condition. BOEM will make this notification as soon as reasonably possible, but no later than 48 hours from when it becomes aware of the emergency or disaster. Should the consulting Tribes, SHPOs, or the ACHP desire to provide technical assistance to BOEM, they will submit comments within seven calendar days from notification if the nature of the emergency or hazardous condition allows for such coordination.

XIV. MONITORING AND REPORTING

- A. At the beginning of each calendar year by January 31, following the execution of this MOA until it expires or is terminated, the Lessee will prepare and, following BOEM's review and agreement to share this summary report, provide all signatories and consulting parties to this MOA a summary report detailing work undertaken pursuant to the MOA. Such report will include a description of how the stipulations relating to avoidance and minimization measures (Stipulation I (MEASURES TO AVOID ADVERSE EFFECTS ON IDENTIFIED HISTORIC PROPERTIES) and Stipulation II (MEASURES TO MINIMIZE ADVERSE EFFECTS ON IDENTIFIED HISTORIC PROPERTIES)) were implemented; any scheduling changes proposed; any problems encountered; and any disputes and objections received with respect to BOEM's efforts to carry out the terms of this MOA. The Lessee can satisfy its reporting requirement under this stipulation by providing the relevant portions of the annual compliance certification required under 30 CFR 285.615. If requested by the signatories, BOEM will convene an annual meeting with the other signatories, invited signatory, and consulting parties to discuss the annual report, the implementation of this MOA, and other requested topics.

XV. DISPUTE RESOLUTION

- A. Should any signatory or consulting party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, they must notify BOEM in writing of their objection. BOEM will consult with such party to resolve the objection. If BOEM determines that such objection cannot be resolved, BOEM will:
 1. Forward all documentation relevant to the dispute, including BOEM's proposed resolution, to the ACHP. The ACHP will provide BOEM with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, BOEM will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and/or consulting parties and will provide each of them with a copy of this written response. BOEM will then make a final decision and proceed accordingly.
 2. Make a final decision on the dispute and proceed accordingly if ACHP does not provide its advice regarding the dispute within the 30-calendar-day time period. Prior to reaching such a final decision, BOEM will prepare a written response that takes into account any timely comments regarding the dispute from the signatories or consulting parties to the MOA and provide each of them and the ACHP with a copy of such written response.
- B. BOEM's and the Lessee's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.
- C. At any time during the implementation of the measures stipulated in this MOA, should a member of the public object in writing to the signatories regarding the manner in which the measures stipulated in this MOA are being implemented, that signatory will notify BOEM. BOEM will review the objection and may notify the other signatories as appropriate and respond to the objector.

XVI. AMENDMENTS

- A. This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy of the amendment signed by the signatories is filed with the ACHP.
- B. Revisions to any attachment may be proposed by any signatory by submitting a draft of the proposed revisions to all signatories and invited signatories with a notification to the consulting parties. The signatories will consult for no more than 30 calendar days (or another time period agreed upon by all signatories and invited signatories) to consider the proposed revisions to the attachment. If the signatories unanimously agree to revise the attachment, BOEM will provide a copy of the revised attachment to the other signatories and consulting parties. Revisions to any attachment to this MOA will not require an amendment to the MOA.

XVII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately consult with the other signatories and consulting parties to attempt to develop an amendment per Stipulation XVI (AMENDMENTS). If within 30 calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, BOEM must either (a) execute a new MOA pursuant to 36 CFR 800.6; or (b) request, take into account, and respond to ACHP comments under 36 CFR 800.7. BOEM will notify the signatories as to the course of action it will pursue.

XVIII. COORDINATION WITH OTHER FEDERAL AGENCIES

- A. In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding/license/permit for the undertaking as described in this MOA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this MOA and notifying the signatories that it intends to do so. Such federal agency may become a signatory, invited signatory, or a concurring party (collectively referred to as signing party) to the MOA as a means of complying with its responsibilities under Section 106 and based on its level of involvement in the undertaking. To become a signing party to the MOA, the agency official must provide written notice to the signatories that the agency agrees to the terms of the MOA, specifying the extent of the agency's intent to participate in the MOA. The participation of the agency is subject to approval by the signatories who must respond to the written notice within 30 calendar days or the approval will be considered implicit. Any necessary amendments to the MOA as a result will be considered in accordance with Stipulation XVI (AMENDMENTS).
- B. Should the signatories approve the federal agency's request to be a signing party to this MOA, an amendment under Stipulation XVI (AMENDMENTS) will not be necessary if the federal agency's participation does not change the undertaking in a manner that would require any modifications to the stipulations set forth in this MOA. BOEM will document these conditions and involvement of the federal agency in a written notification to the signatories and consulting parties and include a copy of the federal agency's executed signature page, which will codify the addition of the federal agency as a signing party in lieu of an amendment.

XIX. ANTI-DEFICIENCY ACT

BOEM's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. BOEM will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs BOEM's ability to implement the stipulations of this agreement, BOEM will consult in accordance with the amendment and termination procedures found at Stipulations XVI (AMENDMENTS) and XVII (TERMINATION) of this Agreement.

Execution of this MOA by BOEM, Virginia SHPO, North Carolina SHPO, and ACHP, and implementation of its terms evidences that BOEM has taken into account the effects of this undertaking on historic properties and afforded ACHP an opportunity to comment.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE STATE HISTORIC PRESERVATION OFFICERS OF VIRGINIA AND NORTH
CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Signatory:

Bureau of Ocean Energy Management (BOEM)

Elizabeth Klein
Director
Bureau of Ocean Energy Management

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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THE STATE HISTORIC PRESERVATION OFFICERS OF VIRGINIA AND NORTH
CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Signatory:

Virginia State Historic Preservation Officer (SHPO)

Julie V. Langan
Director and State Historic Preservation Officer
Virginia Department of Historic Resources

Date: _____

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THE STATE HISTORIC PRESERVATION OFFICERS OF VIRGINIA AND NORTH
CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Signatory:

North Carolina State Historic Preservation Officer (SHPO)

Darrin Waters
State Historic Preservation Officer

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
THE STATE HISTORIC PRESERVATION OFFICERS OF VIRGINIA AND NORTH
CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Signatory:

Advisory Council on Historic Preservation (ACHP)

Reid J. Nelson
Executive Director
Advisory Council on Historic Preservation

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

Virginia Electric And Power Company (Dominion Energy Virginia)

Joshua Bennett
Vice President Offshore Wind
Virginia Electric and Power Company (Dominion Energy Virginia)

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

Nansemond Indian Nation

Keith Anderson
Chief
Nansemond Indian Nation

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

City of Virginia Beach, Virginia

Patrick A. Duhaney
City Manager
City of Virginia Beach, Virginia

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT,
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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

Outer Banks Conservationists

Ladd Bayliss
Executive Director
Outer Banks Conservationists

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

Preservation Virginia

Elizabeth Kostelny
Chief Executive Officer
Preservation Virginia

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

United States Fish and Wildlife Service

[Name]
[Title]
United States Fish and Wildlife Service

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Invited Signatory:

Virginia Department of Military Affairs – Virginia Army National Guard

Maj. Gen. James W. Ring
Adjutant General of Virginia
Virginia Department of Military Affairs – Virginia Army National Guard

Date: _____

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

Chickahominy Indian Tribe

Stephen Adkins
Chief and Tribal Administrator
Chickahominy Indian Tribe

Date: _____

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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

Chickahominy Indian Tribe Eastern Division

Gerald A. Stewart
Chief
Chickahominy Indian Tribe Eastern Division

Date: _____

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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

Delaware Tribe of Indians

Brad KillsCrow
Chief
Delaware Tribe of Indians

Date: _____

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Concurring Party:

Monacan Indian Nation

Kenneth Branham
Chief
Monacan Indian Nation

Date: _____

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Concurring Party:

Pamunkey Indian Tribe

Robert Gray
Chief
Pamunkey Indian Tribe

Date: _____

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Concurring Party:

Rappahannock Tribe

Anne Richardson
Chief
Rappahannock Tribe

Date: _____

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

The Delaware Nation

Deborah Dotson
President of the Executive Committee
The Delaware Nation

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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Concurring Party:

Upper Mattaponi Indian Tribe

Frank Adams
Chief
Upper Mattaponi Indian Tribe

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

Bureau of Safety and Environmental Enforcement

[Name]
[Title]
Bureau of Safety and Environmental Enforcement

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

Navy Region Mid-Atlantic (NAS Oceana and JEBLCFS)

Rear Adm. Wesley R. McCall
Commander
Navy Region Mid-Atlantic

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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CAROLINA, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

United States Army Corps of Engineers

Andy Beaudet
Acting Chief, Regulatory Branch
United States Army Corps of Engineers, Norfolk District

Date: _____

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

Concurring Party:

United States National Park Service

[Name]
[Title]
United States National Park Service

Date: _____

**MEMORANDUM OF AGREEMENT
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REGARDING THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL PROJECT**

LIST OF ATTACHMENTS TO THE MOA

ATTACHMENT 1 – APE MAPS

ATTACHMENT 2 – LISTS OF INVITED AND PARTICIPATING CONSULTING PARTIES

ATTACHMENT 3 – AVOIDANCE PLAN FOR MARINE ARCHAEOLOGICAL RESOURCES

ATTACHMENT 4 – AVOIDANCE, MINIMIZATION, AND MONITORING PLAN FOR CULTURAL
RESOURCES IN THE TERRESTRIAL APE

ATTACHMENT 5 – OFFSHORE HISTORIC PROPERTIES TREATMENT PLAN – OFFSHORE
PROJECT COMPONENTS IN VIRIGNIA BEACH, VA AND CURRITUCK, NC

ATTACHMENT 6 – OFFSHORE HISTORIC PROPERTIES TREATMENT PLAN – FORT STORY
HISTORIC DISTRICT

ATTACHMENT 7 – HISTORIC PROPERTIES TREATMENT – PLAN CAMP PENDLETON/STATE
MILITARY PRESERVATION HISTORIC DISTRICT

ATTACHMENT 8 – UNANTICIPATED DISCOVERIES PLAN – PLANS AND PROCEDURES
ADDRESSING UNANTICIPATED DISCOVERIES OF CULTURAL RESOURCES AND HUMAN
REMAINS, IN SUPPORT OF THE COASTAL VIRGINIA OFFSHORE WIND COMMERCIAL
PROJECT LOCATED ON THE OUTER CONTINENTAL SHELF OFFSHORE VIRGINIA

ATTACHMENT 9 – UNANTICIPATED DISCOVERIES PLAN – PLAN FOR UNANTICIPATED
DISCOVERIES OF CULTURAL RESOURCES AND HUMAN REMAINS – TERRESTRIAL
ARCHAEOLOGICAL RESOURCES

ATTACHMENT 10 – MITIGATION FUNDING AMOUNTS

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

ATTACHMENT 1 – APE MAPS

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

ATTACHMENT 2 – LISTS OF INVITED AND INTERESTED CONSULTING PARTIES

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

Table 1. Consulting Parties Invited to Consult in the NHPA Section 106 Consultation

Organization Type	Invited Organization Name
SHPOs and State Agencies	North Carolina Department of Natural and Cultural Resources, Division of Historical Resources
	Virginia Department of Historic Resources
	Virginia Department of Military Affairs – Virginia Army National Guard
	False Cape State Park
	First Landing State Park
	Kiptopeke State Park
Federal Agencies	Assateague Island National Seashore
	Bureau of Safety and Environmental Enforcement
	Captain John Smith Chesapeake National Historic Trail
	Colonial National Historic Park
	Dominion Energy
	Fort Monroe National Monument
	NASA Wallops Flight Facility
	Naval Facilities Engineering Systems Command, Atlantic
	U.S. Advisory Council on Historic Preservation (ACHP)
	U.S. Army Corps of Engineers
	U.S. Coast Guard
	U.S. Fish and Wildlife Service
	U.S. Fleet Forces Command
	U.S. National Park Service
U.S. Navy Region Mid-Atlantic - U.S. Naval Air Station Oceana	
Volgenau Virginia Coast Reserve	
Federally Recognized Tribes	Absentee-Shawnee Tribe of Indians of Oklahoma
	Cherokee Nation
	Chickahominy Indian Tribe
	Chickahominy Indian Tribe- Eastern Division
	Delaware Tribe of Indians
	Eastern Band of Cherokee Indians
	Eastern Shawnee Tribe of Oklahoma
	Monacan Indian Nation
	Nansemond Indian Nation
	Pamunkey Indian Tribe
	Rappahannock Tribe
	Shawnee Tribe
	The Delaware Nation
	The Narragansett Indian Tribe
	The Shinnecock Indian Nation
	Tuscarora Nation
	United Keetoowah Band of Cherokee Indians in Oklahoma
Upper Mattaponi Indian Tribe	
Non-Federally Recognized Tribe	Cheroenhaka Nottoway Indian Tribe
	Haliwa-Saponi Indian Tribe
	Lumbee Tribe of North Carolina
	Meherrin Indian Tribe
	Nottoway Indian Tribe of Virginia
	Occaneechi Band of the Saponi Nation
	Patawomeck Indian Tribe of Virginia
The Coharie Tribe	

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

Organization Type	Invited Organization Name
	The Mattaponi Nation
	The Sappony
	Waccamaw Siouan Tribe
Local Government	Accomack County
	City of Chesapeake
	City of Norfolk
	City of Virginia Beach
	Currituck County
	Currituck County Historic Preservation Commission
	Currituck County Historical Society
	Downtown Norfolk Council
	Northampton County
	Northampton County Department of Planning, Permitting & Enforcement
	Town of Accomac
	Town of Cape Charles
	Town of Cheriton
	Town of Chincoteague
	Town of Eastville
	Town of Exmore
	Town of Onancock
	Town of Onley
	Town of Parksley
	Town of Saxis
Town of Wachapreague	
Nongovernmental Organizations or Groups	100 Black Men of Virginia Peninsula
	African American Heritage Trail
	American Battlefield Trust
	Atlantic Wildfowl Heritage Museum
	Cape Charles Historical Society
	Cavalier Associates LLC
	Cavalier Hotel and Beach Club
	Chesapeake Bay Bridge and Tunnel District
	Council of Virginia Archaeologists
	Eastern Shore of Virginia Barrier Islands Center
	Eastern Shore of Virginia Historical Society
	Fort Monroe Authority
	Hampton Roads Community Action Program
	Howell Virginia Beach Family LLC, Property Owner of 7900 Ocean Front Avenue, Virginia Beach, Virginia
	Jamak LLC
	Joint Expeditionary Base Little Creek-Fort Story; U.S. Navy
	Museum of Chincoteague Island
	NAACP Currituck County Branch
	Nansemond River Preservation Alliance
	Norfolk Historical Society
	Norfolk County Historical Society of Chesapeake, VA
	North Carolina Maritime History Council
	Northampton Historic Preservation Society
	Ocean 27th LLC
	Piedmont Environmental Council
	Preservation North Carolina

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

Organization Type	Invited Organization Name
	Preservation Virginia
	Princess Anne County / Virginia Beach Historical Society
	Property Owner of 100 54th Street, Virginia Beach, Virginia
	Property Owner of 4910 Ocean Front Avenue, Virginia Beach, Virginia
	Property Owner of Oceans II Condominiums/Aeolus Motel
	Purcell Cottage LLC, Property Owner of 5302 Ocean Front Avenue, Virginia Beach, Virginia
	Ruffin 86 LLC, Property Owner of 8600 Ocean Front Avenue, Virginia Beach, Virginia
	Sandbridge Beach Civic League
	Sandswept LLC, Property Owner of 8304-8306 Ocean Front Avenue, Virginia Beach, Virginia
	Scenic Virginia
	Seahawk Resort Enterprises Inc.
	The Historic Cavalier Shores Civic League
	Urban League of Hampton Roads Virginia African American Cultural Center
	VAB 435 Oceanfront LLC
	Virginia House Beach Corporation

Table 2. Consulting Parties Who Accepted BOEM’s Invitation to Consult

Organization Type	Participating Organization Name
SHPOs and State Agencies	North Carolina State Historic Preservation Office
	Virginia Department of Historic Resources
Federal Agencies	Advisory Council on Historic Preservation
	Bureau of Safety and Environmental Enforcement
	Colonial National Historic Park
	NASA Wallops Flight Facility
	Naval History and Heritage Command (Underwater Archaeology Branch)
	U.S. Army Corps of Engineers
	U.S. Coast Guard
	U.S. Fish and Wildlife Service
	U.S. Fleet Forces Command
	U.S. National Park Service
	U.S. Navy Region Mid-Atlantic - U.S. Naval Air Station Oceana
	Virginia Department of Military Affairs – Virginia Army National Guard
	Federally Recognized Tribe
Chickahominy Indian Tribe Eastern Division (represented by Cultural Heritage Partners)	
Delaware Tribe of Indians	
Monacan Indian Nation (represented by Cultural Heritage Partners)	
Nansemond Indian Nation (represented by Cultural Heritage Partners)	
Pamunkey Indian Tribe	
Rappahannock Tribe (represented by Cultural Heritage Partners)	
The Delaware Nation	
Upper Mattaponi Indian Tribe (represented by Cultural Heritage Partners)	

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

Organization Type	Participating Organization Name
	Partners)
State Recognized Tribes	Lumbee Tribe of North Carolina
	Nottoway Indian Tribe of Virginia
	Patawomeck Indian Tribe of Virginia
	The Coharie Tribe
Local Government	Accomack County
	City of Norfolk
	City of Virginia Beach
	Town of Chincoteague
	Town of Eastville
Non-Governmental Organizations or Groups	Atlantic Wildfowl Heritage Museum
	Cavalier Associates, LLC
	Chesapeake Bay Bridge and Tunnel District
	Council of Virginia Archaeologists
	Eastern Shore of Virginia Historical Society
	Nansemond River Preservation Alliance
	Outer Banks Conservationists
	Preservation Virginia
	Ruffin 86, LLC
	Sandbridge Beach Civic League
	Sandswept, LLC
	The Historic Cavalier Shores Civic League
	Virginia African American Cultural Center
Lessee	Dominion Energy

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

ATTACHMENT 3 – AVOIDANCE PLAN FOR MARINE ARCHAEOLOGICAL RESOURCES

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 4 – AVOIDANCE, MINIMIZATION, AND MONITORING PLAN FOR
CULTURAL RESOURCES IN THE TERRESTRIAL APE**

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 5 – OFFSHORE HISTORIC PROPERTIES TREATMENT PLAN –
OFFSHORE PROJECT COMPONENTS IN VIRGINIA BEACH, VA AND CURRITUCK, NC**

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 6 – OFFSHORE HISTORIC PROPERTIES TREATMENT PLAN – FORT
STORY HISTORIC DISTRICT**

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 7 – HISTORIC PROPERTIES TREATMENT PLAN CAMP
PENDLETON/STATE MILITARY PRESERVATION HISTORIC DISTRICT**

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 8 – UNANTICIPATED DISCOVERIES PLAN – PLANS AND PROCEDURES
ADDRESSING UNANTICIPATED DISCOVERIES OF CULTURAL RESOURCES AND
HUMAN REMAINS, IN SUPPORT OF THE COASTAL VIRGINIA OFFSHORE WIND
COMMERCIAL PROJECT LOCATED ON THE OUTER CONTINENTAL SHELF OFFSHORE
VIRGINIA**

Memorandum of Agreement Among the Bureau of Ocean Energy Management, the State Historic Preservation Officers of Virginia and North Carolina, and the Advisory Council on Historic Preservation Regarding the Coastal Virginia Offshore Wind Commercial Project

**ATTACHMENT 9 – UNANTICIPATED DISCOVERIES PLAN – PLAN FOR UNANTICIPATED
DISCOVERIES OF CULTURAL RESOURCES AND HUMAN REMAINS – TERRESTRIAL
ARCHAEOLOGICAL RESOURCES**

ATTACHMENT 10 – MITIGATION FUNDING AMOUNTS

The mitigation measures proposed in Stipulation III have been developed by individuals who meet the qualifications specified in the SOI's Qualifications Standards for Archaeology, History, Architectural History, and/or Architecture (36 CFR 61) and are based on input from consulting parties. The proposed mitigation measures consider the nature, scope, and magnitude of adverse effects caused by the Project, the qualifying characteristics of each historic property that would be affected. The following funding amounts were considered by signatories, invited signatories, and consulting parties for historic properties mitigation measures based on budgets proposed by Lessee for each mitigation effort. These budgets are good faith estimates, based on the experience of these qualified consultants with similar activities and comparable historic properties. The proposed level of funding is appropriate to accomplish the identified preservation goals and result in meaningful benefits to the affected properties, resolving adverse effects. Therefore, the funding amounts indicated here for activities required by the MOA represent the maximum amounts the Lessee is required to spend to fund these activities.

The mitigation measures outlined in the MOA for the Atlantic Wildfowl Heritage Cottage/De Witt Cottage; Camp Pendleton/State Military Reservation Historic District; Cavalier Hotel and Beach Club; Cavalier Shores Historic District; Chesapeake Bay Bridge-Tunnel; Chesapeake Light Tower; Currituck Beach Lighthouse; Cutty Sark Motel Efficiencies; Econo Lodge/Empress Motel; First Cape Henry Lighthouse NHL; Fort Story Historic District; Hilton Washington Inn/Quality Inn and Suites; House (100 54th Street); House (4910 Ocean Front Avenue); House (5302 Ocean Front Avenue); House (7900 Ocean Front Avenue); House (8304–8306 Ocean Front Avenue); House (8600 Ocean Front Avenue); Oceans II Condominiums/Aeolus Motel; Sandbridge Historic District; Seahawk Motel; Seatack Lifesaving Station/U.S. Coast Guard Station; Second Cape Henry Lighthouse; and Virginia House and have been developed by individuals who meet the qualifications specified in the SOI's Qualifications Standards for Archeology, History, Architectural History, and/or Architecture (36 CFR 61) and in consultation with the consulting parties.

- \$90,000 total toward mitigation of adverse effects at the Cavalier Shores Historic District, Cutty Sark Motel Efficiencies, Econo Lodge/Empress Motel, Hilton Washington Inn/Quality Inn and Suites, Oceans II Condominiums/Aeolus Motel, Sandbridge Historic District, and Seahawk Motel, through:
 - \$35,000 contribution to support the production of a pattern book for the Cavalier Shores Historic District; and
 - \$55,000 contribution to support the survey and documentation of Doyletown and Queen City, depending on the needs and participation of these communities, or to support the production of NRHP nominations for historic hotels in Virginia Beach.
 - \$70,000 toward mitigation of adverse effects to various historic properties in or near the City of Virginia Beach through:
 - Contribution to support the preparation of NRHP nominations for gunning and hunting clubs in Virginia Beach, Virginia.
 - \$130,000 total toward mitigation of adverse effects to various historic properties in the City of Virginia Beach, including but not limited to the Seatack Lifesaving Station/U.S. Coast Guard Station and the Atlantic Wildfowl Heritage Museum/De Witt Cottage, through:
 - \$100,000 contribution to support hiring a contractor to develop a Sea Level Rise Mitigation Plan; and
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- \$30,000 contribution to support educational programs and interpretation of the Virginia Beach Surf and Rescue Museum.
- \$550,000 toward mitigation of adverse effects at the Currituck Beach Lighthouse through:
 - Contribution to support operational expenses and/or restoration.
- \$650,000 toward mitigation of adverse effects at the First Cape Henry Lighthouse (NHL) through:
 - Contribution to fund priority preservation projects, including restoration projects, educational programming, or the development of a renovation and expansion plan for the Cape Henry Lighthouse Visitor Services Center.
- \$100,000 toward mitigation of adverse effects at the Fort Story Historic District through:
 - Production of an informational brochure about the architectural heritage of the Fort Story Historic District.
- \$300,000 toward mitigation of adverse effects at the Camp Pendleton/State Military Reservation Historic District through:
 - Documentation, including photographs, of the exterior and interiors of Buildings 410 and 59;
 - Digital photo documentation of the Camp Pendleton/SMR Historic District landscapes and contributing resources, and
 - Production and installation of two kiosks with interpretive kiosks or panels that will discuss the history of the historic district and related local history.

The total amount of mitigation funding will be \$1,890,000.
