

# Sunrise Wind

## Massachusetts Fisheries Direct Compensation Program

### Claim Application

Commercial fishermen and party/charter boat operations must use this form to file claims for direct compensation of economic impacts directly attributable to the Sunrise Wind project (SUNRISE). The Sunrise Wind Massachusetts Fisheries Direct Compensation Program will provide financial compensation for mitigating impacts to commercial and party/charter boat fishing during the construction, operation, and decommissioning phases of Sunrise Wind. **Only applicants who have separately filed an eligibility form and been approved to participate in the Sunrise Wind Direct Compensation Program for the applicable project phase may complete this claim form.** Separate claim forms must be submitted for each affected vessel. If you are a new fisherman in the Sunrise Wind Project Area, you will need to apply for eligibility prior to submitting this claim form.

This form must be completed in full and delivered to the Technical Assistance Provider (TAP) designated to administer the fund. Applicants can file the form electronically by emailing it to [FisheriesDirectCompensation@pkfod.com](mailto:FisheriesDirectCompensation@pkfod.com) or by mailing a physical copy to:

PKF O'Connor Davies  
155 Federal St #200  
Boston, MA 02110

You may contact the TAP by email ([FisheriesDirectCompensation@pkfod.com](mailto:FisheriesDirectCompensation@pkfod.com)) or by phone (781) 937-5737 if you have questions on the application.

#### I. Applicant Information

- A. Name: \_\_\_\_\_
- |       |      |      |
|-------|------|------|
| First | Last | M.I. |
|-------|------|------|
- B. Phone: \_\_\_\_\_
- C. Email: \_\_\_\_\_
- D. Vessel Name: \_\_\_\_\_
- E. State-Issued Fishing Permit Number: \_\_\_\_\_
- F. Federal Fishing Permit Number (if any): \_\_\_\_\_

If any identification information (e.g., vessel name, fishing permit number) provided when you applied for eligibility has changed, please note that here:

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## II. Economic Impact

- A. A claim may be filed for impacts incurred in each of the following phases of the project. Please check the phase that is relevant to your claim:
- ☐ Business interruption during construction and the operations period following construction.
  - ☐ Business interruption during the decommissioning phase.
  - ☐ Business interruption during the operations phase that arises from an extraordinary unforeseen event (e.g., extraordinary maintenance in the Sunrise Wind Project Area resulting in extended constraints on access – Refer to **Schedule A**).
- B. The basis for your claim will be your average historical gross revenue.
1. Commercial Fishing Operations  
Claims are estimated based on your historical gross revenue in the Sunrise Wind Project Area, incorporating the years prior to construction, decommissioning or the unforeseen operations interruptions event.
    - a) *Complete Table 1 below to document your landings and gross revenue in each year that you fished. If you did not fish in a given year, leave the space blank.*
    - b) *Using the same table, calculate your average annual gross revenue based on the highest three years, i.e., the sum of your top three gross revenue figures divided by three. This figure will be the basis for your claim (see below).*

Table 1. ESTIMATION OF AVERAGE ANNUAL COMMERCIAL FISHING REVENUE FROM WITHIN SUNRISE WIND		
Year	Landings (pounds)	Gross (Ex-Vessel) Revenue (\$)
5 years ago		\$
4 years ago		\$
3 years ago		\$
2 years ago		\$
Last year		\$
AVERAGE ANNUAL GROSS REVENUE BASED ON TOP THREE YEARS		\$
Current Year (claim event)		\$

2. Party/Charter Boat Operations  
Claims are estimated based on your historical gross receipts, as reported to the tax authorities, scaled for trips made in the Sunrise Wind Project Area. The TAP will compare your gross receipts in the tax year your claim event occurs to the average annual gross receipts for the three tax years immediately prior to your claim event.
  - a) *Using Table 2 below, document the number of trips you conducted in the Sunrise Wind Project Area in each tax year.*
  - b) *Using the same table, report your annual gross receipts in each tax year. This information should be obtained from your tax returns.*
  - c) *Using the same table, calculate the difference between your pre- and post-claim annual gross receipts. The net change in gross receipts is the basis for your claim (see below).*

Table 2. ESTIMATION OF PARTY/CHARTER BOAT REVENUE IMPACT FROM WITHIN SUNRISE WIND		
Year	Number of Trips in Sunrise Wind Project Area	Annual Gross Receipts
3 years ago		\$
2 years ago		\$
Last year		\$
Average Annual Pre-Claim Event Gross Receipts		\$
Current year (post-claim event)		\$
<b>Net Economic Impact</b> <i>(Difference Between Post-Claim Event Gross Receipts and Average Annual Pre-Claim Event Gross Receipts)</i>		\$

C. Documentation for Economic Impact

1. Please attach the following documentation. If you provided this documentation with your initial eligibility form, there is no need to duplicate your submission.
  - a. Commercial fishing documentation: You may provide personal or business tax returns to corroborate your gross revenue data. If you prefer not to do so, please provide the following documentation:
    - If you file Vessel Trip Reports (VTRs) with the National Marine Fisheries Service (NMFS), you must submit either your VTR data for the relevant years or documentation that you have authorized NMFS to release your VTR data to the TAP.
    - If you do not file VTRs with NMFS, you must submit Massachusetts trip-level reporting data (whether filed electronically through the Standard Atlantic Fisheries Information System, SAFIS, or via paper) or documentation that you have authorized the Massachusetts Division of Marine Fisheries (MADMF) to release your trip-level reporting data.
  - b. Party/charter boat documentation:
    - You must provide personal or business tax returns to corroborate your gross receipts data.
    - You must submit eTRIPS Desktop or Mobile trip data submitted to MADMF or documentation that you have authorized MADMF to release your trip data.

### III. Amount of Claim

Each eligible applicant may apply for a one-time pro-rata fixed payment to compensate for economic impacts. Please check the box corresponding to the impact for which you are seeking compensation:

- ☐ Business interruption during construction and the operations period following construction.
- ☐ Business interruption during the decommissioning phase.
- ☐ Business interruption during the operations phase that arises from an extraordinary unforeseen event (e.g., extraordinary maintenance in the Project area resulting in extended constraints on access). If more than one separate and unrelated eligible event occurs, you may apply for compensation for each such event.

Calculation of the compensation payment differs by project phase and by Applicant Type, as explained below.

A. For commercial fishing vessels:

1. Compensation for impacts during construction and operation will be calculated as Average Annual Gross Revenue times a Construction Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
2. Compensation for impacts during decommissioning will be calculated as Average Annual Gross Revenue times a Decommissioning Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
3. Compensation for impacts arising from an extraordinary unforeseen event during operations will be calculated as Average Annual Gross Revenue times a Business Interruption Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.

B. For charter/party vessels:

1. Compensation for impacts during construction and operation will be calculated as Net Economic Impact from Section II, Table 2 times a Construction Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
2. Compensation for impacts during decommissioning will be calculated as Net Economic Impact from Section II, Table 2 times a Decommissioning Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.
3. Compensation for impacts arising from unforeseen business interruption during operations will be calculated as Net Economic Impact from Section II, Table 2 times a Business Interruption Scaling Factor, which will reflect adjustments for variable expenses to approximate net operating income.

#### IV. Confidentiality

Information provided via this application process will be kept confidential by the TAP, except as otherwise required by law.

Notwithstanding anything herein to the contrary, information pertaining to final award amounts, along with names and other identifying information, will be provided to the Division of Marine Fisheries and made a public record. Information pertaining to final award amounts, along with address and taxpayer identification numbers necessary to process payments, will be provided to the escrow agent for the purpose of issuing payments.

## V. Certification and Release

By completing and signing this form, I certify my understanding of the following:

- A. As a condition to and in full consideration of any payment, I will execute the attached release.
- B. I understand and acknowledge that the TAP will rely on the information I have provided, and I agree that the information I have provided is material to my claim for compensation. I certify upon the pains and penalties of perjury that I have provided complete and truthful information here and to the TAP for evaluating my claim.
- C. I certify that I am duly authorized to bind the entity or individual and the vessel identified above.
- D. I consent to allowing the TAP to use the information I provided, including, as applicable, VTRs, SAFIS trip-level reporting data, NMFS Dealer data, and/or information from the Massachusetts Department of Revenue, to verify the information contained in this application, and I waive any and all confidentiality pertaining to this information as it relates to this application.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if any): \_\_\_\_\_

## Schedule A: Examples/Operations Interruptions Events Qualifying for Compensation

1. Possible business interruptions arising from unforeseen extraordinary events may include the following or similar events:
  - Extraordinary maintenance in the Project area resulting in extended constrained access within the Sunrise Wind Project area; or
2. Examples of excluded Operations Interruptions are:
  - Fishery management measures that constrain catch or access to fishing grounds (e.g., quotas, area closures) or seasonal restrictions;
  - General declines in stock for targeted species caused by climate change;
  - Environmental changes unrelated to Sunrise Wind;
  - Harmful algal blooms;
  - Vessel or other property damage;
  - Reductions in fishing activity due to personal illness or public health measures;
  - Inclement weather; or
  - Force majeure events where the direct impact to applicant was not exacerbated or contributed to by the operation or maintenance of the Sunrise Wind Project.

## Exhibit A-5

### Release of Liability

I, \_\_\_\_\_, have submitted a claim for compensation to the Sunrise Wind Massachusetts Fisheries Direct Compensation Program (the "Program") for business interruption losses for one of the following three Program phases described in the claims form [(1) construction and the operations period following construction, (2) decommissioning, or (3) Operations Interruptions Events] (circle one) (the "Claim").

I assert that my Claim resulted directly from the Sunrise Wind project. By signing this Release of Liability, I acknowledge that the Program has accepted and agreed to pay my Claim. My acceptance of such payment constitutes full, final and complete payment for this Claim. I agree on behalf of myself, and all my personal representatives, heirs, executors, administrators, agents, representatives, employees, affiliates, business partners, predecessors-in-interest, successors-in-interest, and assigns (the "Releasing Parties") that neither Sunrise Wind, LLC, Orsted North America, Inc., Eversource Investment LLC, the Program, nor any of their affiliates or joint venture partners, officers, directors, shareholders, employees, agents, representatives, insurers, predecessors, parents, subsidiaries, successors, and assigns (the "Released Parties") shall have any further outstanding or ongoing obligation with respect to this Claim, even if the Releasing Parties learn new information about the Claim I agree that neither I nor the Releasing Parties will, directly or indirectly, assert any claim, or commence, join in, prosecute, participate in, or fund any part of, any suit or other proceeding of any kind against the Released Parties arising out of, related to or concerning in any way the Claim, and I and the Releasing Parties forever release and discharge the Released Parties from any liability arising under, related to, or concerning such Claim.

I acknowledge that I am duly authorized to sign on behalf of the entity indicated below.

Signed under pains and penalties of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name