

Nantucket demands accountability from Vineyard Wind

Town makes 15 demands, Edgartown considering similar action.

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July 29, 2025



The turbine that suffered a blade failure last July in operation last week. —Hayley Duffy

Updated Aug. 1

Two weeks after settling with an offshore wind manufacturer over last year's turbine blade failure for \$10.5 million, Nantucket leaders laid out a list of new demands of Vineyard Wind on Tuesday that include establishing communication protocols, an escrow fund for potential cleanup costs, and monetary compensation for failures to implement a system that decreases light pollution.

Town officials in Nantucket say that the offshore wind company is failing to meet expectations set forth in a community benefits agreement, also known as the Good Neighbor Agreement, signed in 2020.

“When confronted about these failures, Vineyard Wind has pointed a finger at everyone but themselves, blaming subcontractors, GE Vernova, federal regulators; they even blame Nantucket and the ocean. That is not leadership,” said Brooke Mohr, Nantucket select board member and former chair, at Tuesday’s press conference.

But on the Vineyard, there’s been little to no action from Island officials, which could be ascribed to the difference in debris that landed on Nantucket versus the Vineyard when a Vineyard Wind blade fractured last summer, as well as deviations between the two agreements reached between the islands and wind company years ago.

At least one Island official, however, is disappointed that there’s inaction to push for better communication and accountability. James Hagerty, town administrator for Edgartown, said that the town is considering similar action to Nantucket.

On Nantucket on Tuesday, the town made the list of 15 different demands public after noting that it had given the company a half-dozen opportunities to correct wrongs, and it set a two-week deadline of August 12 for Vineyard Wind to respond.

Town officials said Vineyard Wind, in violation of its contractual agreement, repeatedly failed to fully communicate in a timely manner critical details about the project, reduce light pollution through activation of the required aircraft detection and lighting system (ADLS) on turbines, and start the process in new emergency response planning in the aftermath of the blade failure.

Lack of communication from the developer is chief among frustrations on the other island. Mohr cited delayed notification of both the turbine blade failure last year and a subsequent lightning strike on the same turbine a few months later. The company also has neither contacted the island about new emergency response planning in the 13 months since the blade broke nor explained delays in activation of the ADLS to lessen light pollution.

Hagerty, town administrator for Edgartown, said he also met with Nantucket officials recently about the ADLS system, as lights are visible from places such as South Beach. Similar action to Nantucket’s recent litigation and list of demands from Island officials is under consideration, he said, but there’s nothing formal at this point.

Five years prior to Nantucket, Martha’s Vineyard, under the purview of the nonprofit Vineyard Power, also negotiated a community benefits agreement with Vineyard Wind. It was the first in the nation, and as the only bidder with a signed agreement, Vineyard Wind won the lease with a 10 percent discount on price. The two agreements, however, are different between the two islands — one is between the developer and the town and other entities, and the other is between the developer and an Island nonprofit, Vineyard Power.

The agreement on the Vineyard wasn't signed by the towns, but each town appointed a representative to an advisory committee under Vineyard Power that also includes a member from the Wampanoag Tribe of Gay Head (Aquinnah) and the county. The advisory committee allocates funds from the developer for electric rate relief for income-eligible households and investments in solar and battery storage projects. Year-round jobs for Islanders were also part of the agreement as operations and maintenance for the wind farm are based in Vineyard Haven.

Hagerty said he doesn't know the genesis of the different systems in place on the two islands, and feels that Vineyard Power, which worked with the offshore wind company to deliver benefits to the Island, has been silent. There was only minor communication when the turbine blade broke, he said. It's "disappointing," he said.

Hagerty added that Vineyard Wind should actively reach out to the towns. Regular communication is written into the agreement on Nantucket, but doesn't seem to be part of the one on the Vineyard.

A spokesperson for the Trustees of Reservations said they don't plan to pursue legal action because they found so little debris, and felt the company was responsive when called to clean up. Jeffrey Madison, town administrator for Aquinnah, echoed those sentiments. Tim Carroll, administrator for Chilmark, also said the town didn't currently have plans to make demands of the company.

But the tone from town officials on Nantucket has been markedly different.

"Since the immediate aftermath of the blade failure and since the last presidential election, Vineyard Wind's leadership has essentially gone into hiding," Mohr said. "We believe that they are concerned about the change in policy at the federal level, and drawing scrutiny from the new administration, which has ordered a review of offshore wind permitting practices. However, hiding is not the solution to their problems, nor is it the solution to our problems."

Nantucket received support from state officials. "I remain a strong supporter of our transition to renewable energy, and offshore wind is a key part of the commonwealth's broader strategy to lower energy costs and power our future responsibly. For the coastal communities where I live and represent, that transition is urgent and essential — rising seas are already flooding our downtowns and waterfronts," state Sen. Julian Cyr, who's in contact with other state officials on the issue, including Gov. Maura Healey, said in a statement Tuesday. "Yet that transition must occur in sustained partnership with the communities that host renewable energy projects. Nantucket deserves clear answers,

better communication, and a seat at the table with this and every offshore project that impacts the island.”

The [15 demands](#) range from increased communication (including specific windows of required response) to a \$10 million escrow fund for coverage of cleanup costs in case of future emergencies. Other monetary compensation demands include \$250,000 for each violation of demanded communication protocols and \$25,000 per turbine per day that ADLS isn’t active. (The system is supposed to reduce lighting from 24 hours a day, 365 days a year to fewer than four hours a year, based on use of airspace above lease area.) They also asked for a process to seek public comment on emergency response plans within two months, and permanent suspension of new projects if future incidents force beach closures or shellfish harvest bans for a specified amount of days.

Despite some on-island opposition, Nantucket officials don’t plan to walk away from the community benefits agreement, and think withdrawal would only weaken their position to make demands such as these to the offshore wind company.

“It’s unlikely that the narrative of pulling out of the Good Neighbor Agreement gives us some path to stopping these projects,” Mohr said. Local municipalities don’t have a lot of say in federal offshore wind lease areas, and neither Nantucket nor Martha’s Vineyard hold any power over offshore wind development outside of the agreements.

“All of the demands that we’re making are an attempt to have Vineyard Wind relieve itself of the risk of potential further action,” Greg Werkheiser, attorney at Cultural Heritage Partners and counsel to the town, said. Further action could include litigation, he added.

Vineyard Wind is a joint venture of Avangrid, owned by Spain-based Iberdrola, and Denmark-based Copenhagen Infrastructure Partners, through its affiliate Vineyard Offshore.

The manufacturer of the Haliade-X blades used on the Vineyard Wind 1 project, GE Vernova, recently [settled with the town for \\$10.5 million](#) to compensate for economic losses suffered from the turbine blade failure last year, but the select board refused to include Vineyard Wind as a signatory on the settlement.

In response to the list of demands, Vineyard Wind officials released a statement late Tuesday afternoon. “Earlier this month, Vineyard Wind, GE Vernova, and the town of Nantucket agreed to a settlement that resolved all claims and any harms related to the 2024 blade incident. As it has always done, Vineyard Wind will continue to meet all state and federal permit requirements, and coordinate with the town consistent with the Good Neighbor Agreement.

After the conclusion of the settlement process, Vineyard Wind said they anticipated a resumption of “traditional communications and coordination with the town in a manner that supports a productive dialogue.”

“Vineyard Wind believes the settlement represents a fair and conclusive outcome for all parties, and hopes the town of Nantucket will move forward in the spirit of that settlement, and work together toward a constructive, positive relationship,” the company spokesperson added.

Nantucket officials remain steadfast that Vineyard Wind was not part of the settlement, despite the fact that a section of the settlement released the company from liability, and said the issues at hand go beyond the blade failure.

“These are issues about the lack of communication, the lack of engagement in new emergency planning, and the lack of transparency with respect to activation of light pollution reduction technologies,” Werkheiser said in an email to The Times.

The town, however, does look forward to the company’s interest in renewed communication and hopes they’ll respond and take accountability through the list of demands.

Nantucket’s accountability demands of Vineyard Wind

1. Text emergency notifications to designated town officials within one hour.
2. Alert the same officials when blade monitors detect anomalies.
3. Share with Nantucket the content of any written communications with or from federal agencies regarding project failures that have impacts on Nantucket.
4. Email detailed monthly project updates to the select board and town manager.
5. Present updates and take public questions at select board meetings upon request, and no less than quarterly.
6. Respond to written questions from the select board within three business days.
7. Provide relevant project reports within one week of submission to any agency.
8. Share all studies or data reports on adverse effects within five business days of receipt.
9. Disclose correspondence with regulatory agencies within 15 business days.
10. Notify the town if the company is asserting any confidentiality claims to shield public disclosure of reports or data in regulatory filings.

11. Pay liquidated damages (\$250,000) per violation of the above communication protocols.
12. Pay liquidated damages (\$25,000 per turbine per day) for each day that turbine lights are on without the aircraft detection and lighting system (ADLS) being active.
13. Within two months, initiate a process to seek public input on new emergency response plans — including blade-failure scenarios.
14. Establish and maintain a \$10 million escrow fund to ensure coverage of cleanup costs from future failures.
15. Permanently suspend new projects if any future incident forces beach closures or shellfish harvesting bans for seven consecutive days, or 14 total days in any six-month period.

Correction: The restoration Gay Head Lighthouse and other historic structures in Aquinnah were funded as part of a mitigation agreement by Revolution Wind, not Vineyard Wind.