

CONTEXT

National Focus - The Biden Administration has established the goal of 30 GW of offshore wind power by 2030.

State Focus - The Healy-Driscoll Administration has established the goal of 10 GW of offshore wind power by 2035.

Local Focus – Through our Climate Action Plan, Resilient Together, the City of Salem has established a goal of regional clean energy supplying 100% of our municipal asset operations by 2030 and 100% of community-wide energy by 2040.

The Salem Wind Terminal Project

- Partners: City of Salem, Crowley, Massachusetts Clean Energy Commission (MassCEC)
- 2nd Wind Marshaling Port in Massachusetts
- Capable of serving offshore lease areas from Virginia to Maine
- Salem is ideally located for serving lease areas off Martha's Vineyard and in the Gulf of Maine

ROLES & RESPONSIBILITIES

Public Sector

- United States of America
 - Regulator and funding partner
- Commonwealth of Massachusetts / Massachusetts Clean Energy Center (MassCEC)
 - Regulator, funding partner, and property owner
- City of Salem
 - Regulator, financing partner, and property owner (near term)
- Salem Harbor Port Authority
 - Port operations oversight and property owner (long term)

Private Sector

- Crowley Wind Services LLC
 - Port developer and terminal operator
- Avangrid, Ørsted, Equinor, Copenhagen Infrastructure Partners, etc.
 - Potential port tenants and offshore wind developers

PROJECT GOALS

Key Goals Being Accomplished

- Support state and federal clean energy production requirements for well-being of planet
- Develop a world class wind turbine marshalling port capable of serving the East Coast
- City/Salem Harbor Port Authority ownership of the berth and five acres and future improvements thereon
 - Continued City access to wharf to maintain cruise operations (up to 6 large vessels/year)
 - New revenue stream to support Port capital, operating, and maintenance costs
- Increase in local commercial tax base
- Addition of between 150 and 200 jobs at the marshalling port, post project completion
 - Commitment to hire locally and from EJ populations, veterans, persons with disabilities, persons suffering homelessness or formerly incarcerated people
- Economic diversification in Salem and the region as supply chain businesses are engaged
- Community Benefits Agreement to address additional City goals

TAX INCREMENT FINANCING (TIF) AGREEMENT

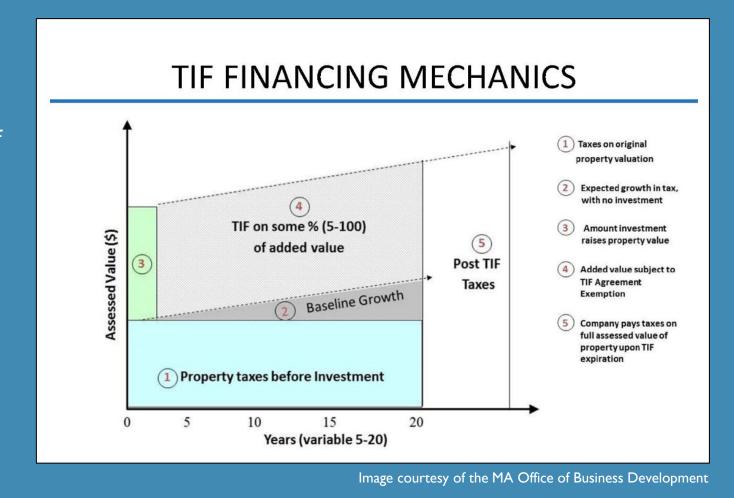
A TIF allows for local taxing bodies to make a joint investment in the development or redevelopment of a parcel or area, with the intent that any short-term gains be reinvested and leveraged so that all parities will receive larger financial gains in the future.

TIFs are negotiated and approved locally. The State, through the Economic Assistance Coordinating Council (EACC), must also approve them.

TIFs go into effect the first day of July following project completion and determination of full assessed value. (Assessed value is as of January 1.)

How It Works:

- Temporarily reduces taxes on the value of the improvement to the property resulting from the new investment (i.e., the increment).
- No loss of existing tax revenue tax assessment of property continues based on the pre-investment property value (i.e., the base value). If the City increases the tax rates while the TIF is in place, the property owner is obligated to pay the increased rate on the base value.
- A TIF Agreement must be in place for at least 5 years and no more than 20.
- Tax relief can range from 5% to 100% on the increment throughout the term of the Agreement.
- City Council and State (EACC) must approve the Agreement.
- Next EACC meeting is September 21.



Recent Changes to Base Value and Taxes

	Fiscal Year	Assessed Value*	Taxes*
	2022	\$3.6 M	\$95,068
	2023	\$9.35 M	\$236,206
	2024	\$25.0 M	\$631,250
Base Value for TIF	2025	\$30.0 M	\$757,700

^{*}estimated for future years and using FY23 tax rate

TIF Exemption Schedule

- 20-year term.
- Deescalating exemption schedule:

Years	Exemption
1-5	92.5%
6-10	65.0%
11-15	30.0%
16-20	5.0%

- Over term, approximately 58% of taxes paid (\sim \$73 million) and 42% exempted (\sim \$53 million).
- Formal check-ins in years 9 and 14 to evaluate project performance and discuss modifications to exemption schedule:
 - Future changes would need to be mutually agreeable.
 - Would need to be approved by future Mayor and City Council.

City's Obligations

- To adhere to the agreed upon TIF Exemption Schedule.
- For the Mayor and/or his/her/their designee to meet with representatives of Crowley within the first quarter of years 9 and 14 of the Agreement to discuss the property and the project's performance.

Crowley's Obligations

- To invest \$250-\$290 million to redevelop the site to develop an offshore wind marshalling port consistent with submitted plans and agreements.
- To maintain infrastructure improvements to ensure continued operations for offshore wind.
- To create at least 8 direct full-time jobs upon project completion (i.e., 8 new Crowley employees). The port will support 150-200 jobs that will either come from Crowley, its tenants, and/or terminal operators.
- To target new hires from demographics that traditionally have difficulty finding employment, including veterans, persons with disabilities, members of environmental justice communities, persons suffering homelessness or formerly incarcerated people.
- For Crowley representatives to meet with the Mayor and/or his/her/their designee within the first quarter of years 9 and 14 of the Agreement to discuss the property and the project's performance.

Next Steps

- September 14: City Council meeting to consider COTW recommendation.
- September 15: If approved, staff works to get required TIF information to State.
- September 21: EACC votes on Salem/Crowley TIF.

Questions?

Memorandum of Understanding among City, Crowley, and MassCEC

- Executed by Mayor Driscoll (12/19/2022)
- Defines approach for real estate transactions (i.e., conveyances and leases)
- Establishes key terms (i.e., rent, length of lease term, permitted uses)

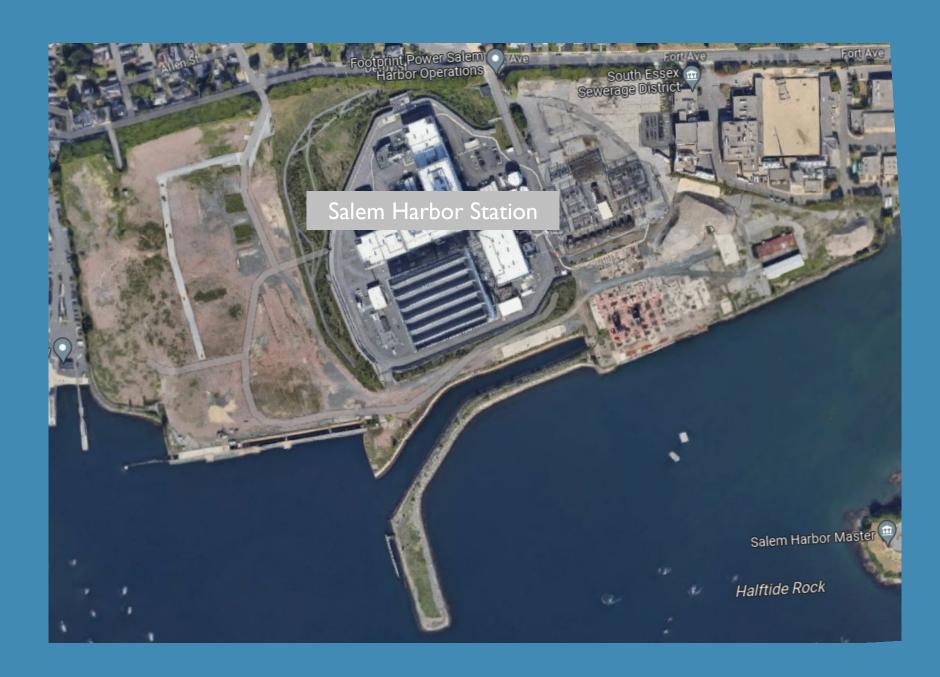
Clarification and Finalization of Lease Terms

Negotiated by Administrations of Acting Mayor McCarthy and Mayor Pangallo

Shift from Salem Harbor Port Authority to City of Salem

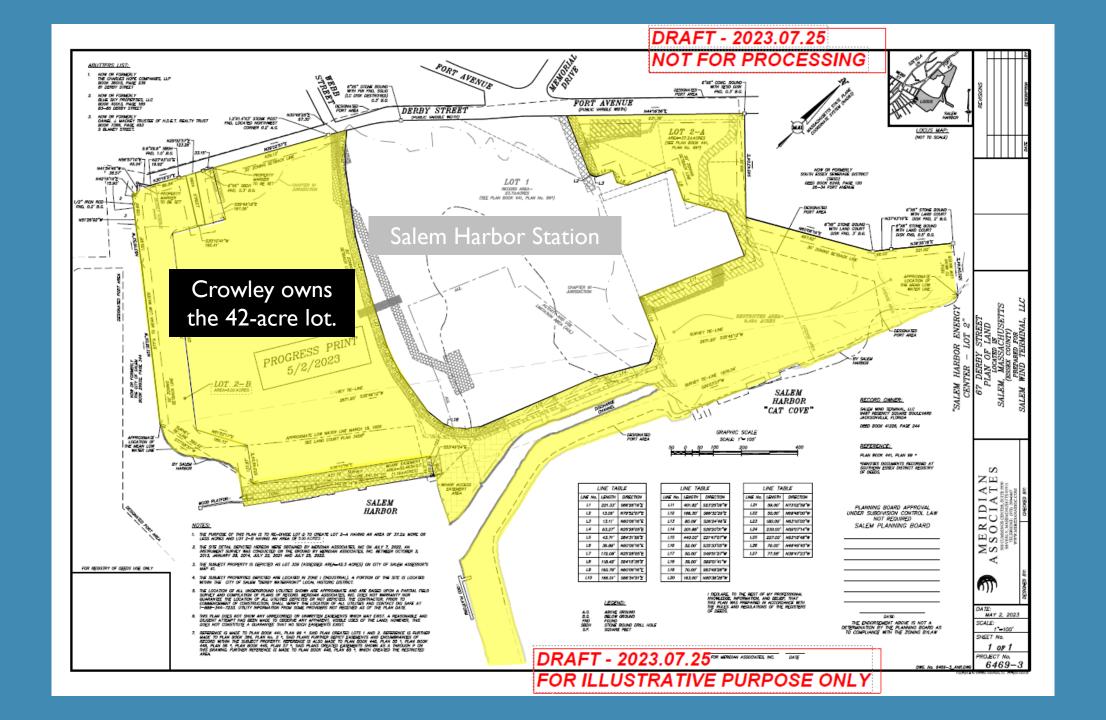
Council Order

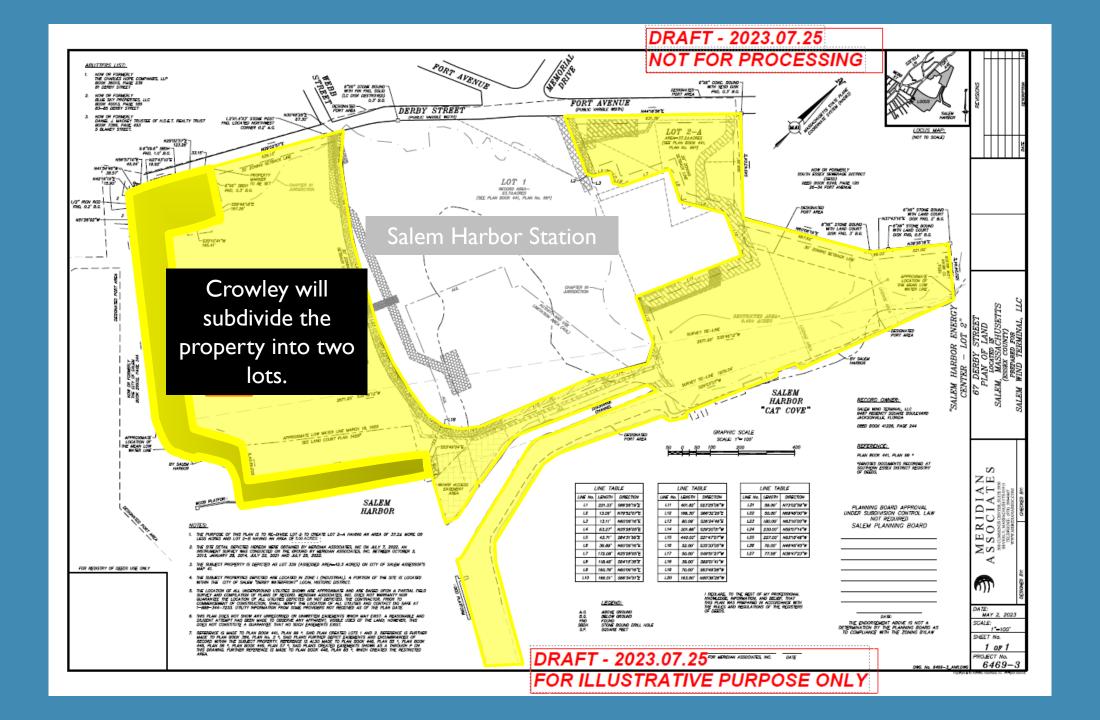
- Authorizes City to accept deed for the berth and 5 acres (from CEC)
- Declares the berth and 5 acres surplus for the purpose of leasing for OSW
- Authorizes Mayor to enter into a lease for the berth and 5 acres to CEC

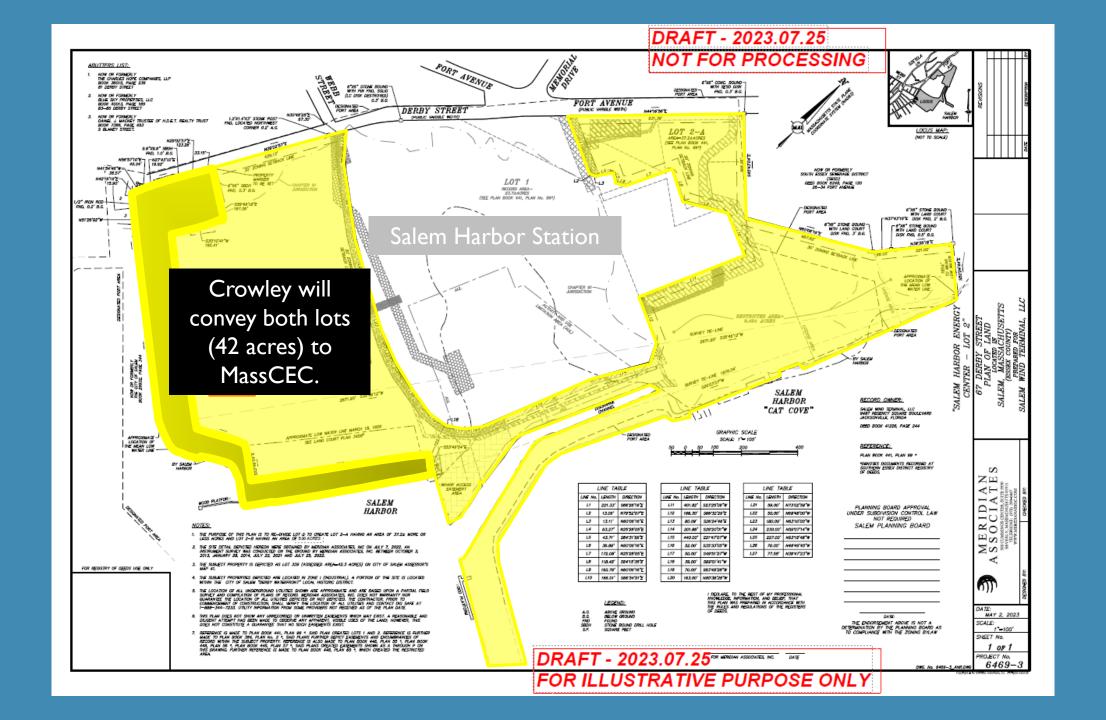


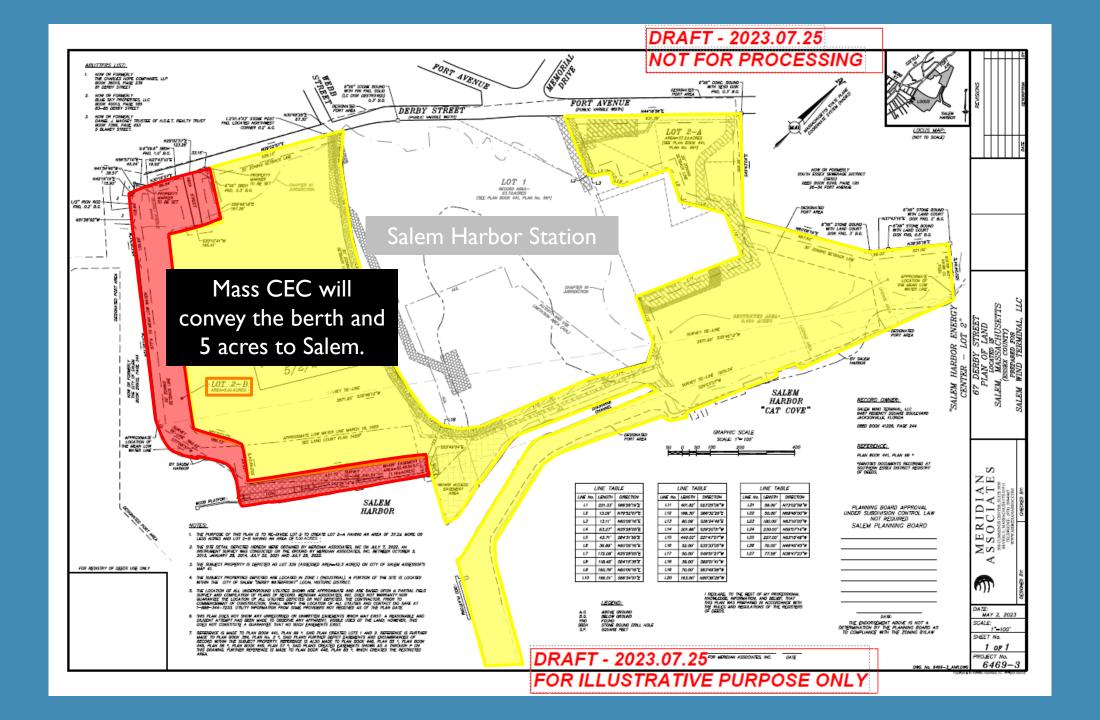


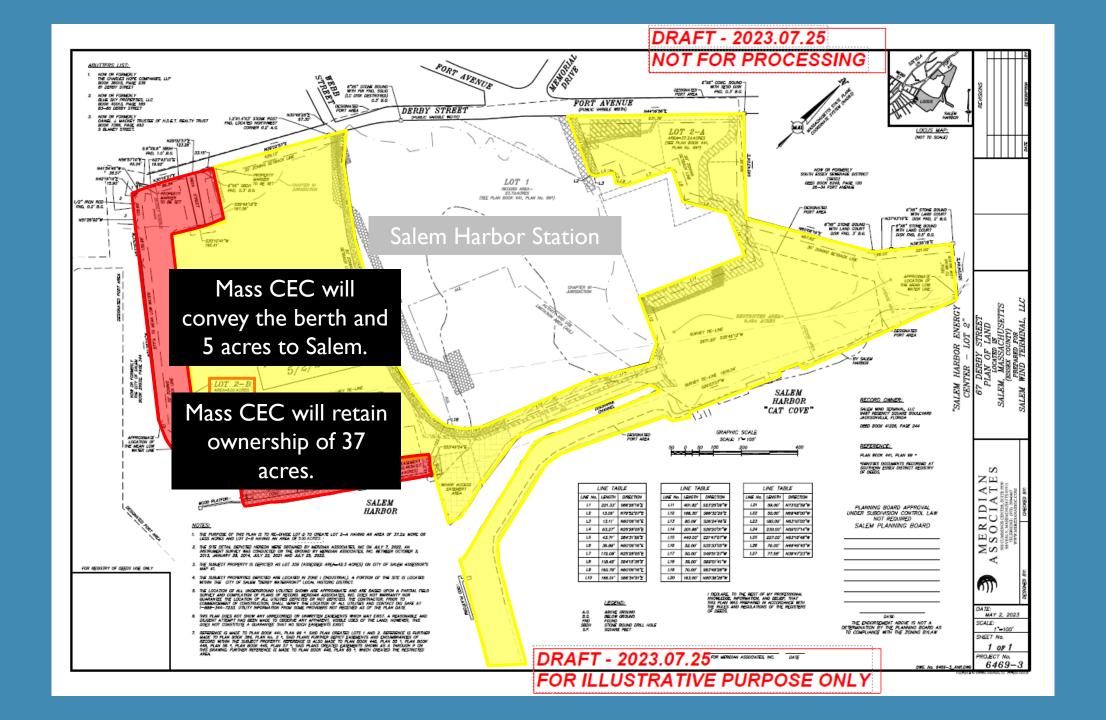


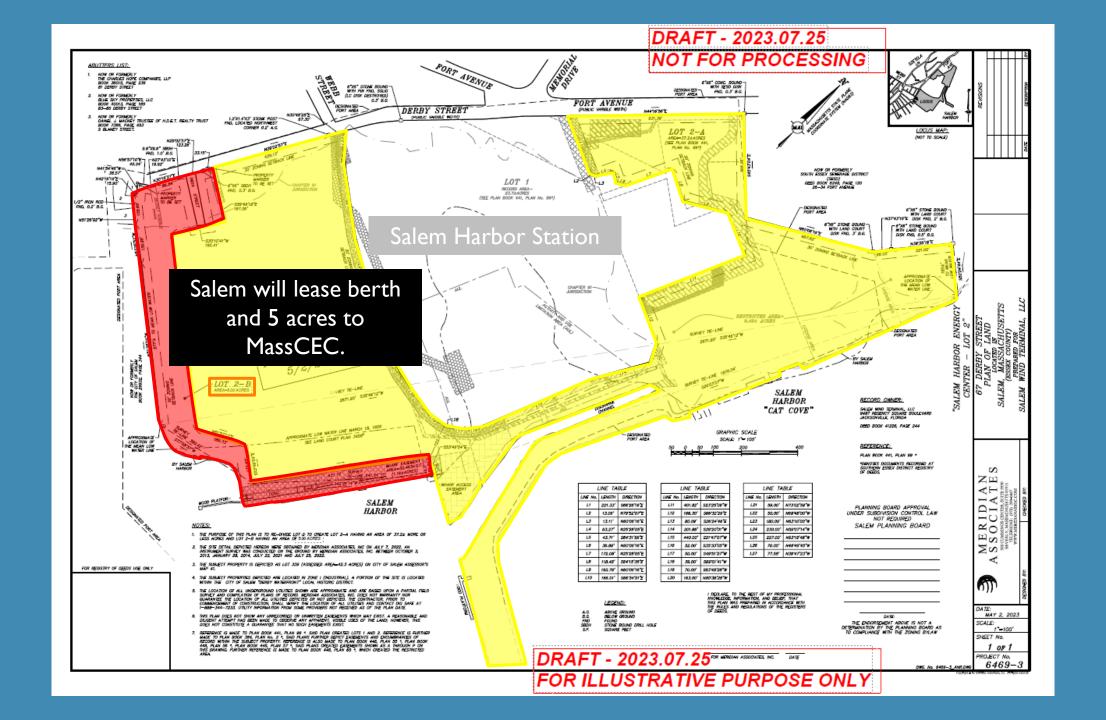


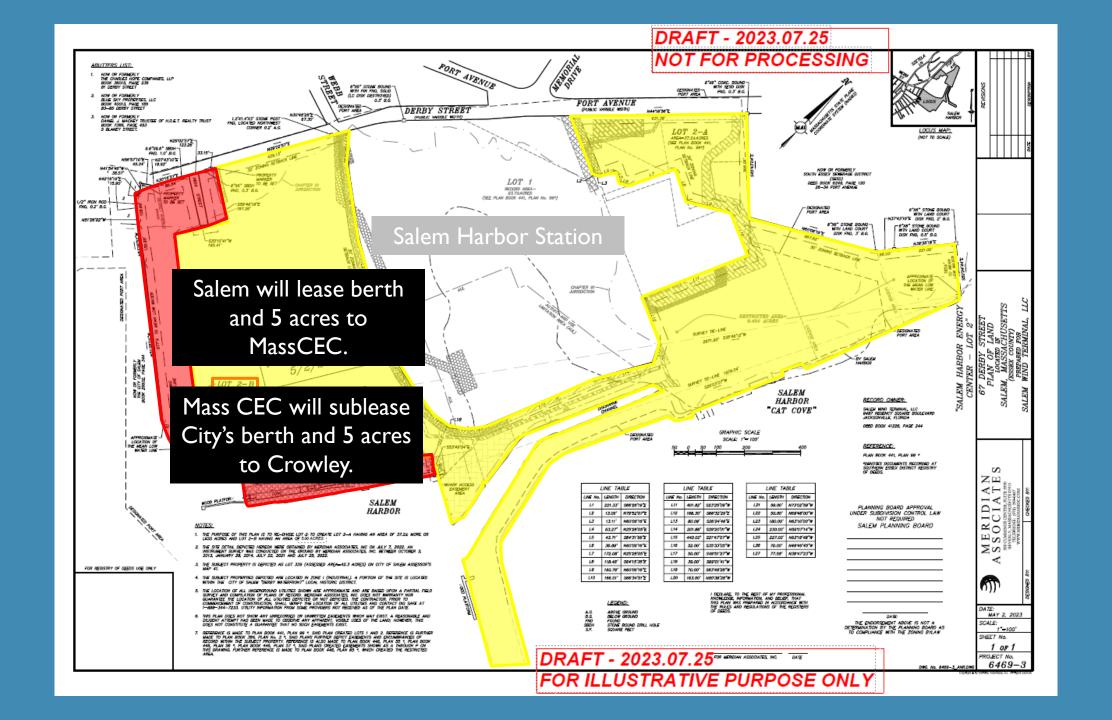


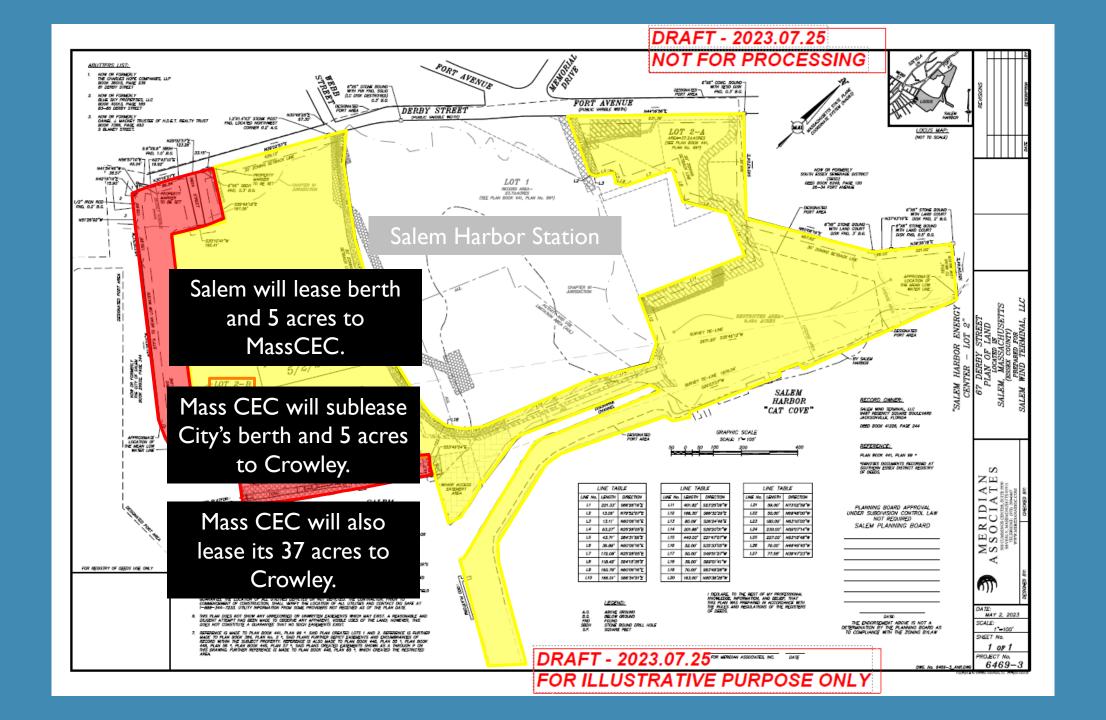


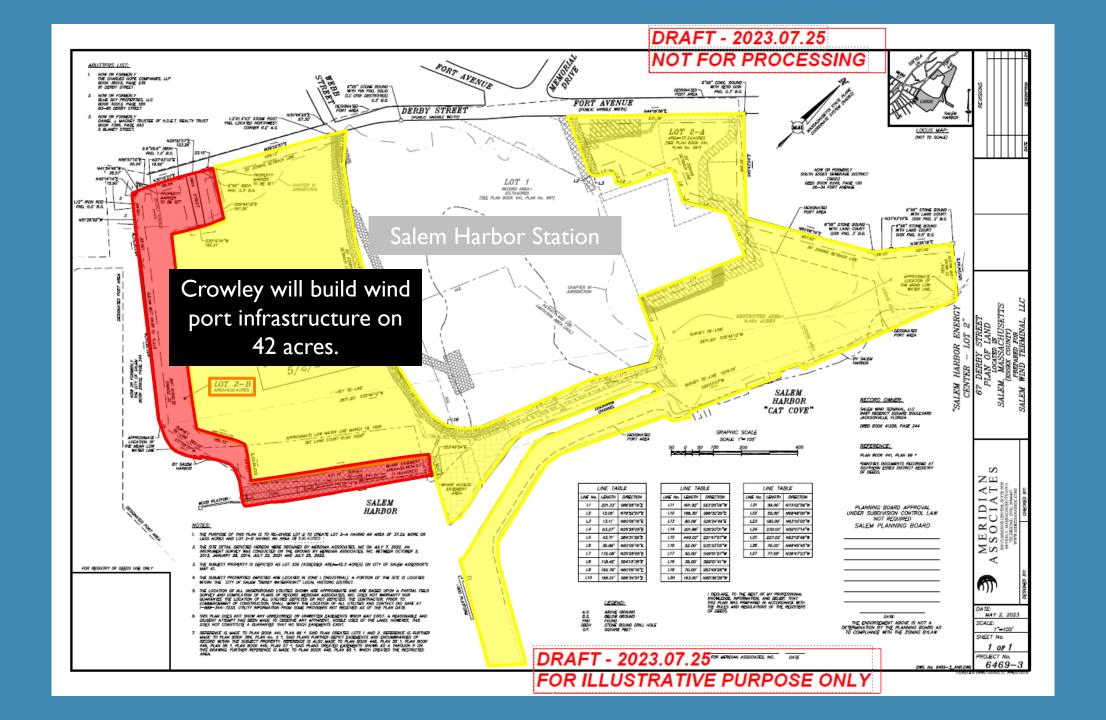


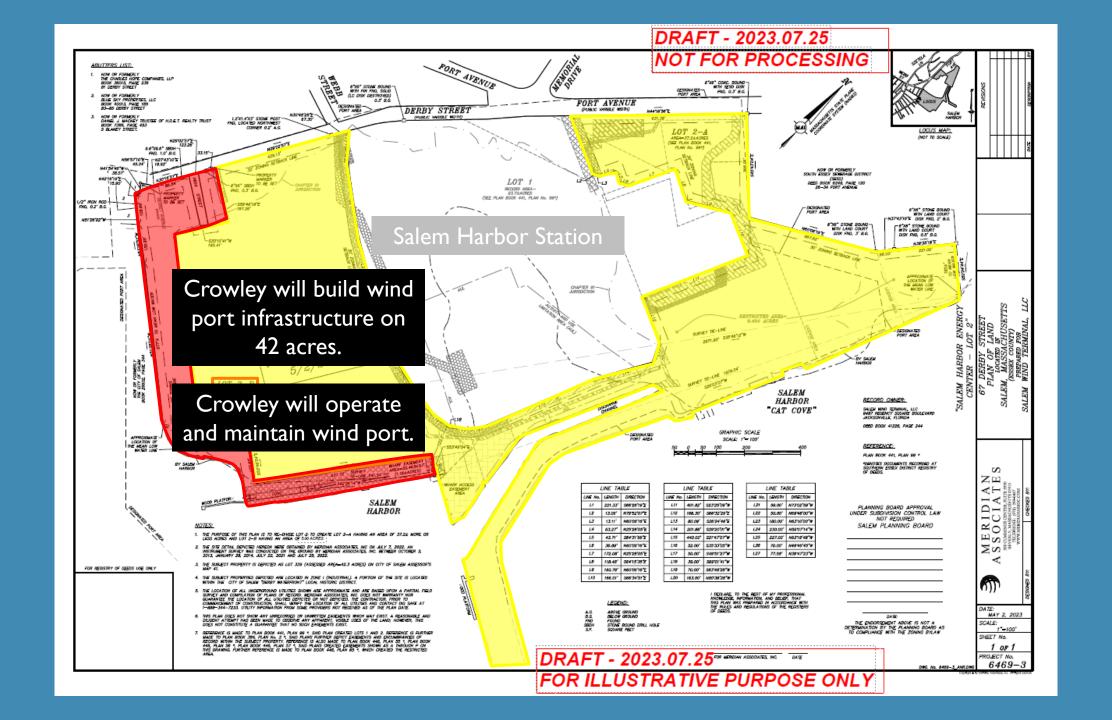


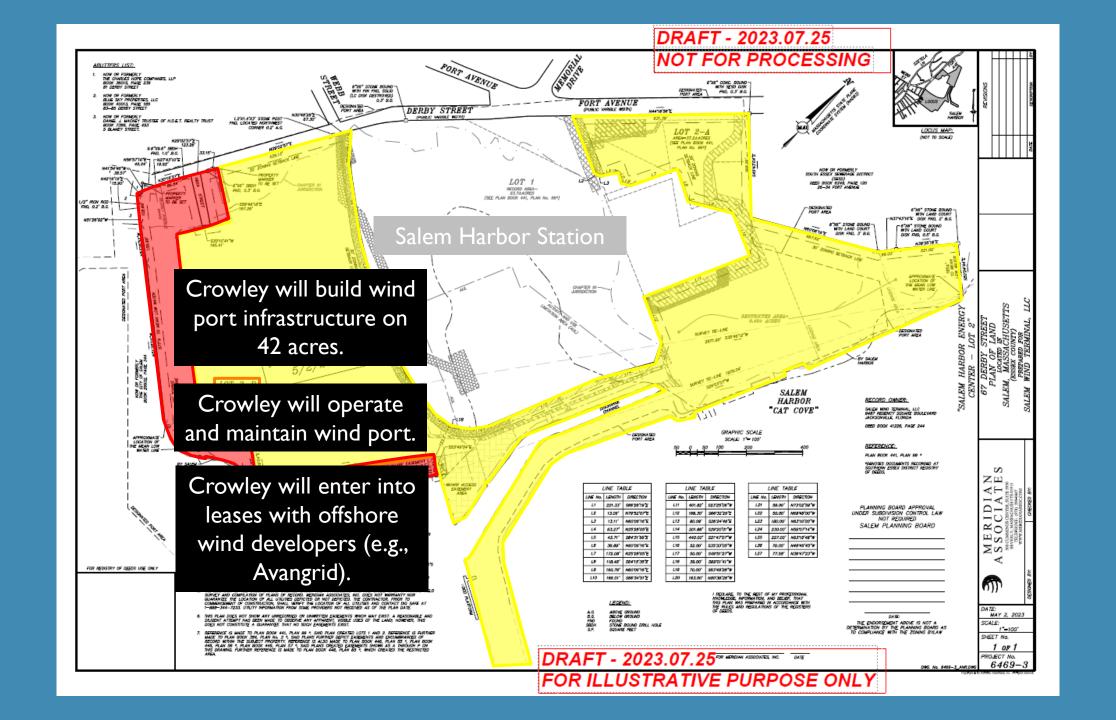












Key Terms in Lease of Lot 2-B to CEC

- Use limited to offshore wind purposes.
- Termination of the lease if Lot 2-B is no longer used for offshore wind purposes.
- Public access maintained to the waterfront and docking of up to six large cruise ships allowed.
- Facilitates offshore wind activities occurring on Lot 2-A.
- Right of first refusal and right of use restriction to Lot 2-A.
- Lease term of 99 years with lease payment of \$1 per year.
- Rent charged by CEC to be held in a segregated account and prioritized for improvement, maintenance, and operation of the port.
- Property and improvements thereon to be maintained in good condition during the term of the lease.
- Coordination and collaboration between the City and the CEC in the development of a new ferry terminal building and other port improvements.

Next Steps

- September 14: City Council meeting to consider COTW recommendation.
- Fall
 - City, CEC, and Crowley complete drafting required agreements and related documents.
 - Local permitting is complete.
 - Real estate closing occurs.
 - Crowley contractor is selected.
 - Construction begins.
- Early 2026: Port is operational.

Questions?