



CITY OF SALEM

409

In City Council, August 24th, 2023

Resolution to Authorize a Tax Increment Finance Agreement with Crowley Wind Services

WHEREAS, Crowley Wind Terminal LLC (hereinafter “Crowley”) wishes to redevelop the property at 67 Derby Street, Salem, MA, (herein after “the Property”) known as Assessor’s Parcel 41-0339-0; and

WHEREAS, Crowley intends to redevelop the site for use as an offshore wind marshalling station to collect and store wind turbine components prior to loading them onto wind turbine installation vessels (herein after “the Project”); and

WHEREAS, upon completion, the Project will support the realization of regional, state, and federal renewable energy goals and will provide new employment opportunities for the greater Salem community; and

WHEREAS, the City of Salem (hereafter “City”) is willing to grant tax concessions in return for a guarantee of the realization of the Project;

NOW, THEREFORE, BE IT RESOLVED that the Salem City Council hereby

- Endorses the use of Tax Increment Financing as a tool to encourage economic development at the Property, and;
- Provides for a tax exemption at the Property for a period of twenty (20) years, beginning the first full fiscal tax year after Certificate of Occupancy is issued for the Project in accordance with the schedule below:

Year	Exemption %	Year	Exemption %	Year	Exemption %	Year	Exemption %
1	92.5	6	65.0	11	30.0	16	5.0
2	92.5	7	65.0	12	30.0	17	5.0
3	92.5	8	65.0	13	30.0	18	5.0
4	92.5	9	65.0	14	30.0	19	5.0
5	92.5	10	65.0	15	30.0	20	5.0

Said exemption being in accordance with M.G.L. Chapter 23A, Section 3E and Chapter 40, Section 59.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, on behalf of the City, to enter into a Tax Increment Financing Agreement, a copy of which is attached hereto, with Crowley.

BE IT FURTHER RESOLVED that the City of Salem is hereby authorized to submit an application to The Economic Assistance Coordinating Council (EACC) for approval of the Tax Increment Financing Agreement.

In City Council August 24, 2023
Referred to the Committee of the Whole

ATTEST:

ILENE SIMONS
CITY CLERK



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

August 24, 2023

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

Enclosed please find a Resolution authorizing a Tax Increment Finance (TIF) agreement with Crowley Wind Services for the development of the Salem Offshore Wind Terminal on the vacant 42-acres adjacent to the Salem Harbor Power Station. This site is initially expected to be able to support up to 6.1 GW of offshore electricity generation, or approximately 61% of the Commonwealth's goal by 2035 and one-fifth of the nation's goal by 2030, powering more than 3.5 million homes and businesses, with an estimated carbon emissions reduction equivalent to removing 2,300,000 vehicles from our roadways.

We face a unique opportunity to transform this site from one where coal was piled and burned, to a transitional natural gas plant, and now to a critical part of the development of a clean energy future. This summer our planet experienced the hottest day, the hottest June, and the hottest July ever. Warming and rising oceans, raging wildfires, and torrential storms battered our planet, our continent, and our Commonwealth. This project, alone, will not halt this, nor reverse it. But without this project and many others like it, no progress will be possible. This is our small part to play for large change. The cost of action is leasing property we have never owned, we are receiving for free, and which will be maintained by a third party at their expense. The cost of inaction is the continuation, even worsening, of the cascading impacts of the climate crisis.

A critical part of advancing this project is in the financing of both the construction of the facility and the subsequent ongoing operation. Public investments from the federal government total \$33.8 million, with another \$20.0 million in federal grants being pursued currently. The Massachusetts Clean Energy Center (CEC), a state entity, has provided \$75 million. On the local level, the port developer is seeking a TIF agreement to provide a predictable and ongoing level of support to meet projected costs they anticipate incurring.

TIF agreements temporarily reduce taxes on the improvement to a property resulting from new investment. The City will always collect at least the tax amount due from the pre-investment property value of the site (for FY2025 projected to be an estimated \$757,000 base tax amount on an assessed value of \$30 million, pre-construction).

The term of the TIF is 20 years, with most of the tax relief (97.4%) occurring in the first 15 years. Over the course of the 20-year agreement a total of 42% of the total taxes due will be exempted, on a declining scale, with the steepest exemptions earliest in the term. This is typical of TIF agreements, to provide the

greatest subsidy early in the project when costs are most significant. Thanks to the diligence of the City's negotiating team, which has included primarily our Finance Director Anna Freedman and Director of Planning and Community Development Tom Daniel, supported by Assessor Stephen Cortes, we successfully negotiated the requested exemption amount down by more than half, from the initial request for 90% exemption over the 20 years. For the duration of the agreement, the total amount of taxes paid would be approximately \$72,783,125 and the total amount of taxes exempted would be \$53,466,875.


This nearly \$53.5 million exempt amount reflects a local investment, in a sense, in the success of this port and in the future of offshore wind generally. In return for this subsidy, the City receives additional benefits beyond our advancing a clean energy future. First, through this project we will leverage private funding, through the CEC/Crowley lease, to invest in the upgrading and maintenance of a City asset: the five acres and deep-water berth that encompass subdivided Lot 2-B of the parcel, and which is being conveyed to the City for \$1.

Furthermore, in addition to the nearly \$72.8 million in new taxes this project will secure for our community, the TIF agreement provides for commitments related to jobs at the port, totaling approximately 100 during the construction phase and an estimated 150-200 in all during the operational phase. Many of these jobs are committed to be union positions, through a Project Labor Agreement being separately negotiated by organized labor representatives with Crowley. The TIF agreement, as well as obligations from the state, further require that these jobs be prioritized for workers from typically marginalized populations, including environmental justice communities, formerly unhoused persons, formerly incarcerated persons, people living with disabilities, veterans, and others. Lastly, the TIF includes language obligating both parties to meet for formal check-ins in years nine and 14 of the agreement; while any changes must be agreed upon by both Crowley and the City (through the City Council and the Mayor at the time), we believed that memorializing this commitment in the agreement itself was important.

One of the benchmarks we set in determining a TIF amount – in addition to meeting the financing needs for the project to be able to advance at all, was being mindful of how what the City will collect from this site and the Salem Harbor Power Station site combined compares to property taxes collected from the old coal plant. The average annual tax delivered by Dominion's coal and oil-fueled power plant in its final decade of active operation was \$5.44 million and, at its modern peak, the old plant provided \$8.7 million in property taxes. In year one of this agreement, the equivalent acreage – now consisting of the natural gas-powered Salem Harbor Power Station and the Salem Offshore Wind Terminal – will generate a total of around \$7.1 million to the City in property taxes, exceeding the \$5.44 million benchmark. By year six, in FY2032, it will surpass the \$8.7 million benchmark. All property taxes from that point forward will be the most ever generated for our City from the deep water port, lessening the impact to existing property taxpayers by substantially expanding our commercial tax base.

For construction of the terminal to commence, this agreement is necessary and, as the next meeting of the EACC is September 21, 2023, we are requesting a vote on this matter at your meeting of September 14, 2023. I recommend adoption of the Resolution and invite you to contact the Director of Planning and Community Development, Tom Daniel, Finance Director Anna Freedman, and myself should you have any questions regarding this matter.

Sincerely,


Dominick Pangallo
Mayor
City of Salem



DOMINICK PANGALLO
MAYOR

TOM DANIEL, AICP
DIRECTOR

CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-619-5685

MEMORANDUM

TO: Mayor Dominick Pangallo

FROM: Tom Daniel *TDaniel*

DATE: August 18, 2023

RE: Salem's Offshore Wind Marshalling Port: Real Estate and Tax Increment Financing Actions

We often remark on Salem's vibrant history tied to the sea. Less often discussed is Salem's history of providing resources and critical infrastructure for the region. Salem has served as the seat of the former Essex County administration, it is the judicial center for the region, and it is home to the largest hospital, university, and cultural institution north of Boston. In addition, Salem serves as the host of the regional sewer district, a natural gas pipeline and storage tank, electric power substations, and a major electricity power plant.

The Salem Wind Port development constitutes another regional asset that brings together Salem's history that is so tied to the sea along with its role as a hub of critical infrastructure. Furthermore, the Wind Port demonstrates Salem's innovation and creativity, its forward-facing ethos, and its role as a small yet globally impactful community.

For many years, there has been a transformational vision for the old Dominion coal-fired power plant site. Changing one of the dirtiest power plants in the country into what is currently a gas-fired power plant was a significant first step. Today's Wind Port project is a tremendous leap forward with Salem providing a critical role in the emerging offshore wind industry.

Two-and-a-half years ago, the idea of Salem playing a role in offshore wind was a pipedream. Through the Biden Administration's focus on renewable energy—and offshore wind specifically—as a key strategy to address climate change, the possibility of Salem being involved in the offshore wind industry became real. The Biden Administration has established the goal of 30 gigawatts (GW) by 2030. The Commonwealth's own offshore wind goal is 10 GW by 2035. Suddenly, Salem became an essential part of the country's and Commonwealth's goals and offshore wind industry's needs.

It is important to note this is a new industry in the United States. The infrastructure, knowledge, and skills to develop and operate commercial grade offshore wind facilities is being created in real time. We

are fortunate in Salem (and in the Commonwealth) to have the first in the nation installation already happening from the Port of New Bedford. We are able to learn from their experiences from the leading edge.

As an emerging industry, there is significant risk and also opportunity for the private sector. Because of the critical public goals that are being pursued and the nascent industry risk, there is a significant role the public sector is playing at the federal, state, and local level in terms of regulation and financial assistance.

Salem is well-positioned to participate in the offshore wind industry due to the location and features of Salem's seaport. The port has no overhead restrictions, such as bridges or power lines, or water-based restrictions, such as hurricane barriers or breakwaters; it is located on a federal channel with sufficient depth and width, the site is flat, and the city and region have talent and businesses to support the industry. In addition, Salem has a good location for initial offshore wind lease areas south of Martha's Vineyard, and a superior location for future lease areas in the Gulf of Maine.

The nexus of factors contributing to Salem as an ideal location for offshore wind related business are engendering a transformation in Salem's seaport. Salem will follow New Bedford as the Commonwealth of Massachusetts' second construction staging port (i.e., a marshalling station) for offshore wind development. Through a public-private partnership with Crowley Wind Services (Crowley), the City, and the Massachusetts Clean Energy Council (CEC), the property at 67 Derby Street will be redeveloped to facilitate staging and assembly of offshore wind turbine generator components prior to their transport and installation at offshore wind lease areas.

I. Project Overview

The subject property is a 42.3-acre area consisting of uplands and waterfront with mostly naturally maintaining deep water. The area is located within the Salem Harbor Designated Port Area and is bordered by Derby Street and Fort Avenue to the northwest, Blaney Street and the ferry terminal to the southwest, Salem Harbor to the southeast, the South Essex Sewerage District facilities to the north, and is partially bisected by the Salem Harbor Power Station. Salem's seaport benefits from having no air draft restrictions, providing a significant competitive advantage as one of only a few unrestricted ports on the East Coast.

Generally, the proposed project includes two laydown areas. Laydown Yard A would abut Blaney Street and the Salem Ferry Terminal. This area is proposed for storage of blades and tower sections, and it would serve as the pre-assembly and loadout area for the wind turbines. Laydown Yard B would be adjacent to the Salem Harbor Power Station and South Essex Sewerage District. This area is intended to house nacelles (i.e., housing for generator components, gearbox, drive train, brake assembly). The project provides for onsite parking at the northwestern extent of the property. In addition to the upland improvements, the proposed project will improve waterside infrastructure including a loadout wharf, a delivery pier, and a trestle connecting the delivery pier to the uplands.

The development team is targeting this month (August 2023), for the 100% design drawings and has already begun the local permitting processes with the Conservation Commission and the Planning Board. Additionally, the development team continues to pursue state and federal permits required to begin

construction activities and ultimately activate the site. Concurrently, members of the public private partnership are working towards completion of real estate and TIF deals that are discussed more in this memo and are expected to be completed in fall 2023. These efforts will be followed by negotiation of a Community Benefits Agreement and a Wharfing Rights Agreement. Currently, the intent is to complete administrative tasks and for construction to begin later in 2023 with completion in time for the seaport to become operational in 2026.

Based on already-approved offshore wind developments, it is anticipated that this marshalling hub will initially support up to 6.1 GW of offshore electricity generation, or approximately 61% of the Commonwealth's goal by 2035. In addition to approximately 100 construction jobs, the project will result in 150-200 jobs in Salem during operations. Additionally, the proposed construction would substantially improve the site and provide newly renovated upland cargo and waterside facilities. The perimeter of the site will feature new landscaping and additional features that will benefit the public.

II. Real Estate Transactions

Crowley purchased the 42-acre site from Footprint Power in 2022 for \$30M with the intent to construct the offshore wind marshalling port. As the company worked through project logistics and financing, Crowley, the CEC, and the City determined that the real estate ownership needed to be restructured to facilitate the overall project. Rather than Crowley being the owner and developer of the property, the CEC and the City would own the land with lease agreements to Crowley to construct and operate the port.

In December 2022, the City, Crowley, and CEC executed a Memorandum of Understanding (MOU). The MOU put forth the series of real estate transactions, allowed uses, required improvements, and key lease terms that all parties agreed to as described below.

Crowley, as the current owner of the 42-acre property, will first subdivide the acreage via a Subdivision Approval Not Required (ANR) plan into an approximately 37-acre upland parcel (Parcel 2-A) and a 5-acre parcel to include the land along the harbor and the deep-water berth (Parcel 2-B). Once subdivided, the two parcels will then be conveyed to the CEC.

Upon conveyance to the CEC, the CEC will convey Parcel 2-B (the berth and adjacent five acres) to the City. The City's rights to owning the deep-water berth and five acres go back to the 2014 Community Benefits Agreement between the City and Footprint. The City will be the owner of this valuable waterfront parcel that will benefit from Crowley's required improvements and ongoing maintenance—including dredging—which will allow for continued public use and access.

The City will then lease its land, Parcel 2-B, to the CEC. As is typical in real estate structures with public entities, the lease is 99 years at \$1.00 per year. The CEC, in turn, will sublease Parcel 2-B to Crowley. The CEC will also lease its 37-acre parcel (Parcel 2-A) to Crowley. The CEC lease to Crowley for both parcels is for 25 years and has a varied lease rate. Revenue the CEC collects will be prioritized for reinvestment in Salem's port infrastructure. Crowley will be responsible for building, operating, and maintaining the marshalling point. As the term expiration approaches, CEC will engage with the City and will assess the potential for a term extension, other operating model, or potential competitive solicitation.

Other key terms include:

- a. Use limitation to offshore wind purposes.
- b. Termination of the lease if Lot 2-B no longer be used for offshore wind purposes.
- c. Maintaining public access to the waterfront, which includes, but is not limited to, providing pedestrian access to Blaney Street and the Salem Ferry terminal and allowing the docking of cruise ships and other maritime vessels so long as said dockings do not conflict with offshore wind activities.
- d. Facilitating offshore wind activities occurring on Lot 2-A.
- e. Right of first refusal for the city to purchase Lot 2-A if the CEC seeks to sell it.
- f. Right to acquire a use restriction on Lot 2-A if the CEC seeks to sell it.
- g. Maintaining the property and improvements thereon in good condition during the term of the lease.
- h. Coordination and collaboration between the City and the CEC in the development of a new ferry terminal building and other port improvements.

It is important to note that the intent had been for the Salem Port Authority to own the berth and five acres. Legislation was needed to enable this to happen. Legislation was included in the 2022 economic development bill; however, the Legislature did not approve the bill. The Healey-Driscoll Administration included the necessary legislation in a supplemental budget bill earlier in 2023. It had been anticipated that the legislation would be approved by June 30, 2023, but it was not. There is urgency for the real estate transactions to be completed in order for Crowley to commence construction. Since the legislation has not advanced, it is necessary to shift from the Port Authority to the City of Salem as the owner of Parcel 2-B. In addition, certain actions are needed by the City Council to comply with 30B requirements of an intergovernmental transfer of real estate.

Attached for your consideration is a draft Council Order that describes the necessary real estate transactions. The Order:

1. Allows for City acceptance of the 5-acre parcel from the CEC, and
2. Immediately declares the 5-acre parcel, including the deep-water berth, as surplus for the purpose of leasing it to the CEC for offshore wind purposes, and
3. Authorizes the Mayor to negotiate and execute a lease with the CEC in accordance with agreed-upon terms and conditions of the December 2022 MOU.

III. The Tax Increment Finance Deal

Crowley's private investment and financing, coupled with state and federal grants and other resources, are funding the construction of the facility. Additional investment is needed to support the operation of the port to ensure its success. The City can offer this long-term support via a Tax Increment Financing (TIF) agreement which, for a fixed period, will reduce the tax levy on the property. This will allow more private resources to be used in ongoing operations, maintenance, and property improvements to ensure the port remains a first-class facility that continues to attract offshore wind developers and serve the Salem community with approximately 150-200 jobs on site.

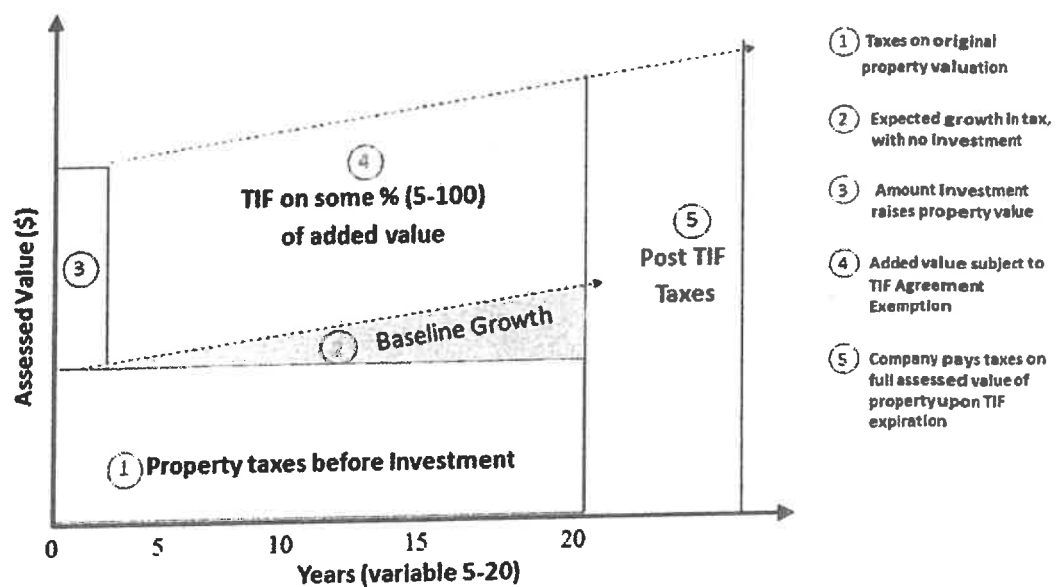
A. TIF – An Economic Development Tool

Pursuant to M.G.L., Chapter 40, Section 59, the City is permitted to adopt and execute a 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 parties will receive larger financial gains in the future.

One important feature of these agreements is that they temporarily reduce taxes on the improvement to the property resulting from new investment (i.e., the "increment"). The City does not lose existing revenue because it continues to collect taxes on the pre-investment property value. A negotiated and temporary reduction in taxes collected against the increment is intended to encourage investment that may not otherwise occur. After the reduction period, the City gains all taxes against the baseline value and all taxes gained against the increment. An owner of a property that benefits from a TIF continues to pay taxes on the original base value of the property throughout the term of the TIF. If the City increases the tax rates while the TIF is in place, the owner is obligated to pay the increased rate on the base value – see image below, courtesy of the Massachusetts Office of Business Development.

TIF FINANCING MECHANICS



B. Massachusetts Office of Business Development

Pursuant to M.G.L., Chapter 23A, Section 3B, the Massachusetts Office of Business Development (MOBD) through its Economic Assistance Coordinating Council (EACC) is the entity that is charged with overseeing the Economic Development Incentive Program (EDIP) and reviewing TIF proposals. EDIP is for commercial properties and is tied to job creation and investment. TIF agreements often include a requirement that the business create a specific number of jobs and that it invests a specific amount of money into the property.

The EACC meets quarterly and is comprised of 15 voting members that include public officials and appointees by the governor. The EACC must approve the TIF agreement via a majority vote before the proposed term of the TIF begins.

C. Offshore Wind Marshalling Port TIF

The attached draft TIF Agreement (i.e., the 'Agreement') is the culmination of months of discussions and negotiations among City staff, the Mayor's Office, and the Crowley team. The Agreement represents the thoughtful consideration of the project's financial complexities.

1. The Current Property

The 42± acre unimproved property was once part of a larger parcel where the current gas-fired power plant now sits. A 2014 subdivision led to the creation of this lot, which features a predominantly vacant area with some outbuildings. The property has direct access to the waterfront. Crowley purchased the property in late 2022 for \$30M. The assessed value in FY22 was \$3.6M. With the sale, the assessed value has increased and will eventually reflect the market price of \$30M. See table below for the recent changes in value and taxes paid/due.

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

*Estimated for future years and using FY23 tax rate.

Although the 37-acre parcel and 5-acre parcel will be owned by public entities (CEC and the City, respectively), because Crowley is a private entity using the property for commercial purposes, they are subject to real estate taxes to the same extent as if they owned the property.

2. Project Financing

The \$250-\$290 million project will be financed through a combination of public and private sources. Public investment includes a \$75M grant from the CEC and approximately \$33.8M in federal grants. The Crowley team, with CEC, has applied for another \$20.0M in federal grants, and Crowley continues to pursue additional state and federal grant opportunities to supplement the existing public investment and the private investment the company is putting into the project.

3. Project Benefits

The Crowley team is seeking a 20-year TIF with proposed check-in points in years 9 and 14 as shown in Table 1, below. The public benefits include:

- **Property Tax Generation:** The TIF does not provide relief on all taxes assessed to a property. A property owner will always pay the base assessed value (i.e., the assessed value at the start of the construction project) plus a percentage of the increase in tax valuation between project completion and the current assessment. The TIF does not begin until the project is complete, and the port is functional. The City has received, and will continue to receive, tax revenue from this property and will expand its commercial tax revenue base throughout the duration of the TIF.

Growing the commercial tax revenue base will positively supplement the residential tax base and grow the local economy.

- **Ownership of Waterfront Parcel and Deep-Water Berth:** The CEC is conveying ownership of the 5-acre waterfront parcel and the adjacent deep-water berth to the City. This is a valuable asset that will benefit further from Crowley's significant improvements and scheduled maintenance plans, which include dredging activities to keep the channel navigable for offshore wind and large passenger vessels. Additionally, this land will benefit from continued CEC investment realized from its lease revenues. The City will continue to retain access and use of the waterfront for its own maritime enterprises and for up to six large passenger vessels at the deep-water berth.
- **Job Opportunities:** With this industry comes job opportunities associated with the construction of the port (approximately 100 jobs during the construction phase), with operation and maintenance of the marshalling station (approximately 150-200 jobs), and even with turbine installation and maintenance in the lease areas. Many of these jobs will likely be union-based. There will be job opportunities that are 'industry-adjacent' that the City continues to work with its partners to identify. These supply chain businesses will contribute to this industry whether in manufacturing (e.g., tier 2 and 3 components) or services (e.g., research, mapping, legal, planning, permitting, transportation).
- **Collaboration and Coalition-Building:** This is a unique project with a tri-partnership between the City (local entity), the CEC (a quasi-public entity), and Crowley (private entity). In addition, the marshalling port is bringing together local and regional organizations to collaborate on workforce efforts with a strong focus on opportunities for members of environmental justice communities. It is anticipated the coalition will continue to grow and engage more regional organizations and businesses.
- **Reputational Value and Impact:** The value to Salem as a leader in this nascent industry is difficult to quantify, though there is a positive impact to the City's reputation as a leading community in the Commonwealth's energy and environmental efforts that will be furthered through this project. The recent docking of the *Sea Installer* demonstrates the port's unique attributes. The port in Salem is already being discussed, highlighted, and looked to in the global offshore wind industry due to its long-term viability based on the deep-water berth and lack of overhead and water-based restrictions. Not only will this port serve the lease areas south of Martha's Vineyard, but it is positioned to be a primary, if not the primary, port to serve future lease areas in the Gulf of Maine. The anticipated long-term life of the port will likely continue to attract businesses that are part of the offshore wind supply chain to Salem and the region, strengthening the city's economic base through diversification for years to come.
- **Consistency with Designated Port Area (DPA) Requirements:** The use of this

Table 1: TIF Schedule

Year	Exemption	Incremental Assessed Value	Exempted Property Taxes	Estimated Property Taxes on increment value balance	Estimated Base Tax Bill	Total Annual Taxes Paid
1	92.5%	\$220,000,000	\$5,138,375	\$416,625	\$757,500	\$1,174,125
2	92.5%	\$220,000,000	\$5,138,375	\$416,625	\$757,500	\$1,174,125
3	92.5%	\$220,000,000	\$5,138,375	\$416,625	\$757,500	\$1,174,125
4	92.5%	\$220,000,000	\$5,138,375	\$416,625	\$757,500	\$1,174,125
5	92.5%	\$220,000,000	\$5,138,375	\$416,625	\$757,500	\$1,174,125
6	65.0%	\$220,000,000	\$3,610,750	\$1,944,250	\$757,500	\$2,701,750
7	65.0%	\$220,000,000	\$3,610,750	\$1,944,250	\$757,500	\$2,701,750
8	65.0%	\$220,000,000	\$3,610,750	\$1,944,250	\$757,500	\$2,701,750
9	65.0%	\$220,000,000	\$3,610,750	\$1,944,250	\$757,500	\$2,701,750
10	65.0%	\$220,000,000	\$3,610,750	\$1,944,250	\$757,500	\$2,701,750
11	30.0%	\$220,000,000	\$1,666,500	\$3,888,500	\$757,500	\$4,646,000
12	30.0%	\$220,000,000	\$1,666,500	\$3,888,500	\$757,500	\$4,646,000
13	30.0%	\$220,000,000	\$1,666,500	\$3,888,500	\$757,500	\$4,646,000
14	30.0%	\$220,000,000	\$1,666,500	\$3,888,500	\$757,500	\$4,646,000
15	30.0%	\$220,000,000	\$1,666,500	\$3,888,500	\$757,500	\$4,646,000
16	5.0%	\$220,000,000	\$277,750	\$5,277,250	\$757,500	\$6,034,750
17	5.0%	\$220,000,000	\$277,750	\$5,277,250	\$757,500	\$6,034,750
18	5.0%	\$220,000,000	\$277,750	\$5,277,250	\$757,500	\$6,034,750
19	5.0%	\$220,000,000	\$277,750	\$5,277,250	\$757,500	\$6,034,750
20	5.0%	\$220,000,000	\$277,750	\$5,277,250	\$757,500	\$6,034,750
		Total	\$53,466,875	\$57,633,125	\$15,150,000	\$72,783,125

Percent of Total Taxes Exempted	42%
Percent of Total Taxes Paid	58%

Assumptions

- Commercial tax rate is \$25.25.
- Base value of property is \$30M.
- Post project value of property is \$250M.
- Size of increment is \$220M.

5. TIF Timing

City staff has been in communication with MOBD for some time in anticipation of this proposal, and the City is targeting the September 21, 2023 EACC meeting for a vote from that body on the Agreement. In order to seek the EACC's approval of the TIF Agreement, the City Council must complete its process and vote to support the TIF Agreement at its meeting of September 14, 2023.

Please note the attached TIF Agreement is the draft submitted to MOBD on August 4, 2023. MOBD's legal counsel reviews all TIF agreements to ensure they are statutorily

sound. At the time of the submission of this memo, MOBD's counsel had not completed the review. We will provide a final version of the Agreement in time for the City Council committee's discussion. If MOBD's counsel rejects any provisions the City and Crowley have agreed to, such as the check-ins at year 9 and 14, the provisions will be included in a separate agreement. Please also note the TIF schedule in the draft Agreement is blank. It will be updated with the schedule above in Table 1.

Attached please find a recommendation to declare Lot 2-B property surplus from the Acting Building Inspector and me. I have also included Council measures relating to the real estate transactions and the draft TIF Agreement, which we have prepared in anticipation of a filing for the City Council's special meeting on August 24, 2023. We have advised Crowley to anticipate attending a future City Council committee meeting in late August or early September to discuss the project and these specific matters, in the expectation that the City Council can take final votes on them at their meeting of September 14, 2023 to meet deadline for the September 21, 2023 EACC meeting and keep this project on schedule.

Please let me know if you have any questions.

TAX INCREMENT FINANCING AGREEMENT
(Alternatively, the "Agreement")
BETWEEN

THE CITY OF SALEM
(Alternatively, the "City")

AND

SALEM WIND TERMINAL LLC
(Alternatively, the "Company")

This agreement is made as of this ____ day of _____, 2023 by and between the City and the Company.

WHEREAS the Company is a Delaware corporation having its principal office at 9487 Regency Square Boulevard, Jacksonville, Florida and is authorized to do business in Massachusetts; and

WHEREAS the City is a Massachusetts municipal corporation acting through its Mayor and City Council, having its principal office at 93 Washington Street, Salem, Massachusetts 01970; and

WHEREAS the Company has purchased the 42± acre property at 67 Derby Street, Salem, MA 01970 (herein after referred to as "the Property", which Property is shown on the map attached to this agreement as Exhibit A; and

WHEREAS the Company will subdivide the Property into two lots as shown on the plan attached to this agreement as Exhibit B, with Lot 2-A consisting of 37± acres and Lot 2-B consisting of 5± acres and the deep-water berth. In accordance with executed Memoranda of Agreement between the Company, the City, and the Massachusetts Clean Energy Center (herein after "the CEC"), the Company shall convey both Lot 2-A and Lot 2-B to the CEC. The CEC shall subsequently convey Lot 2-B to the City; and

WHEREAS upon conveyance of Lot 2-B to the City, the City and the CEC shall enter into a lease agreement in accordance with the executed Memorandum of Agreement for the lot; and

WHEREAS the CEC and the Company shall then enter into a lease agreement for Lots 2-A and 2-B with the Company to redevelop the Property into an offshore wind marshalling station to collect and store wind turbine components (herein after "the Project"); and

WHEREAS the Project investment at the Property is an estimated \$250-290 million; and

WHEREAS the Company plans to indirectly create approximately 100 jobs during the construction phase of the Project and estimates approximately 150-200 indirect full-time jobs upon Project completion; and

WHEREAS the Company will operate the Project for a period of 25-years, and in accordance with M.G.L. Chapter 59, §2B the company is obligated to pay property taxes to the City; and

WHEREAS the Company plans to maintain the infrastructure and the berth via regularly scheduled and budgeted maintenance activities, including dredging of the channel, to ensure that not only offshore wind vessels can safely and efficiently access the port, but also other maritime vessels which require up to the same water draft requirements as vessels customarily used in offshore wind park development and maintenance, including leisure passenger ships; and

WHEREAS upon completion, the Project will support the realization of regional, state, and federal renewable energy goals and will provide new employment opportunities for the greater Salem community; and

WHEREAS the City welcomes the offshore wind industry and strongly supports increased economic development to provide additional jobs, expand business opportunities within Salem and the North Shore region, and to develop a healthy economy with a stronger tax base; and

WHEREAS, on _____, 2023, the Salem City Council voted to recommend approval of this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the City in accordance with Massachusetts General Laws Chapter 23A, Section 3A to 3F; Chapter 40, section 59; and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder. The Exemption for real estate taxes shall be for a period of twenty (20) years (the "Exemption Term"), commencing in the fiscal year for which the City has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assess valuation occurs is hereinafter referred to as the "State Date", which date shall be no earlier than the first day of the fiscal year following the date a certificate of occupancy has been issued to allow the Company to use the Project); and shall provide an exemption from real estate taxation of the new incremental value of the property resulting from the Project, as determined by the City assessor, as follows:

Year	Exemption %	Year	Exemption %	Year	Exemption %	Year	Exemption %
1		6		11		16	
2		7		12		17	
3		8		13		18	
4		9		14		19	
5		10		15		20	

2. The anticipated base assessed valuation of the Property, pursuant to this Agreement shall be \$30 million.
3. The base assessed valuation shall be adjusted annually by an adjustment factor which reflects changes in commercial and industrial property values within the community, as provided in Massachusetts General laws Chapter 40, Section 59.
4. The increased value or "increment" created by improvements to the Property will be the amount eligible for exemption from taxation, in accordance with the Exemption applicable to each year in the schedule in Section A.1, hereof.
5. The City, via its Mayor and/or his/her/their designee shall meet with representatives of the Company within the first quarter of Years 9 and 14 of the TIF Exemption to discuss the Property and the Project's performance. Any material changes to the Project's performance will be considered in terms of adjustments to the Exemption schedule presented in Section A.1 and are subject to mutual agreement.

B. THE COMPANY'S OBLIGATIONS

1. The Company shall redevelop the site to support an offshore wind marshalling port consistent with submitted plans and the Company's agreement with the MassCEC.
2. The Project investment at the Property shall be an estimated \$250-290 million.
3. The Company shall maintain the infrastructure improvements in such condition so that the port may continue operations supporting the offshore wind industry throughout the duration of the TIF.
4. The Company shall create approximately 8 direct full-time jobs upon Project completion. In addition, the Company expects an additional 150-200 jobs to be created either by the Company, its tenants, or operators in the terminal during operating phases, but makes no representation or guarantee of these levels as they may not be controlled by the Company. The Company shall undertake best efforts to target new hires from demographics that traditionally have difficulty finding employment, including but not limited to veterans, persons with disabilities, members of environmental justice communities, persons suffering homelessness or formerly incarcerated people.
5. The Company shall submit an annual report pursuant to Massachusetts General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's online portal for each year of the application designation. The annual report shall include the number of jobs retained and created by the Company, and the value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall also submit a report as required by Massachusetts General Laws Chapter 40, Section 59(viii) to the City and the EACC.
6. The Company, via its designees shall meet with representatives of the City within the first quarter of Years 9 and 14 of the TIF Exemption to discuss the Property and the Project's performance. Any material changes to the Project's performance will be considered in terms of adjustments to the Exemption schedule presented in Section A.1 and are subject to mutual agreement.
7. If the Company fails to meet the obligations specified in Section B.1 through B.6 above, the City, acting by and through its Mayor and City Council, may take action to notify the EACC and/or request the EACC to revoke approval of this Agreement. Upon the EACC revocation of its approval of this Agreement, the City shall discontinue the Tax Increment Financing benefits provided to the Company commencing with the first fiscal year in which the Project is decertified, or if such benefits have already been received by the Company for the fiscal year in which the Project has been decertified, commencing as of the fiscal year immediately following that fiscal year.
8. Prior to taking any action to request revocation of this Agreement by the EACC pursuant to Paragraph B.7, the City shall give written notice of the alleged material default to the Company and provide the Company an opportunity to meet with Salem officials having the relevant authority under this Agreement to discuss a remedy for the alleged default. The Company shall have sixty (60) days from the receipt of such written notice to respond to the City regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default, or, with respect to alleged defaults which by mutual agreement of the Parties cannot be remedied within such one-hundred-twenty (120) day period, within such additional period of time as is required to reasonably remedy such alleged default, provided the Company exercises due diligence in the remedying of such alleged default.
9. If the Company plans to move from the Property during the Exemption Term, the Company shall give the City thirty (30) days advance written notice, to the attention of its Mayor and City Council.

C. OTHER CONSIDERATIONS

1. Pursuant to Massachusetts General Laws Chapter 40, Section 59 (v), this Agreement shall be binding upon the Company, its successors and assigns and subsequent owners of the Property.
2. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this Agreement and do not create any other enforceable obligation or covenants of the Company. The City's sole remedy for failure by the Company to satisfy any of its respective obligations and conditions are set forth in Paragraphs B.7 and B.8 of this Agreement.
3. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder.
4. Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of the Agreement.
5. The time within which the Company shall be required to perform any of the respective acts or obligations under the Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, named storm, fire, acts of terrorism, pandemic, war, labor disputes, delays or restrictions by government bodies, supply chain disruption or other causes that are beyond the reasonable control of the Company.
6. This Agreement is subject for approval by the EACC pursuant to Section 3E of Chapter 23A and the applicable regulations thereunder and this Agreement cannot be modified unless approved by the EACC.
7. Each person executing this Agreement represents and warrants that he, she, or they have been duly authorized to execute and deliver this Agreement by the entity for which he, she, or they are signing, and this Agreement is the valid and binding agreement of such entity, enforceable in accordance with its terms.
8. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original; but all of such counterparts shall together constitute but one and the same instrument.

Signatures Follow on Next Page

WITNESSETH the execution and delivery of this Agreement by the City and the Company, as an instrument under seal, as of the date first above written.

AGREED TO:

Salem Wind Terminal LLC

City of Salem

Name:
Title:

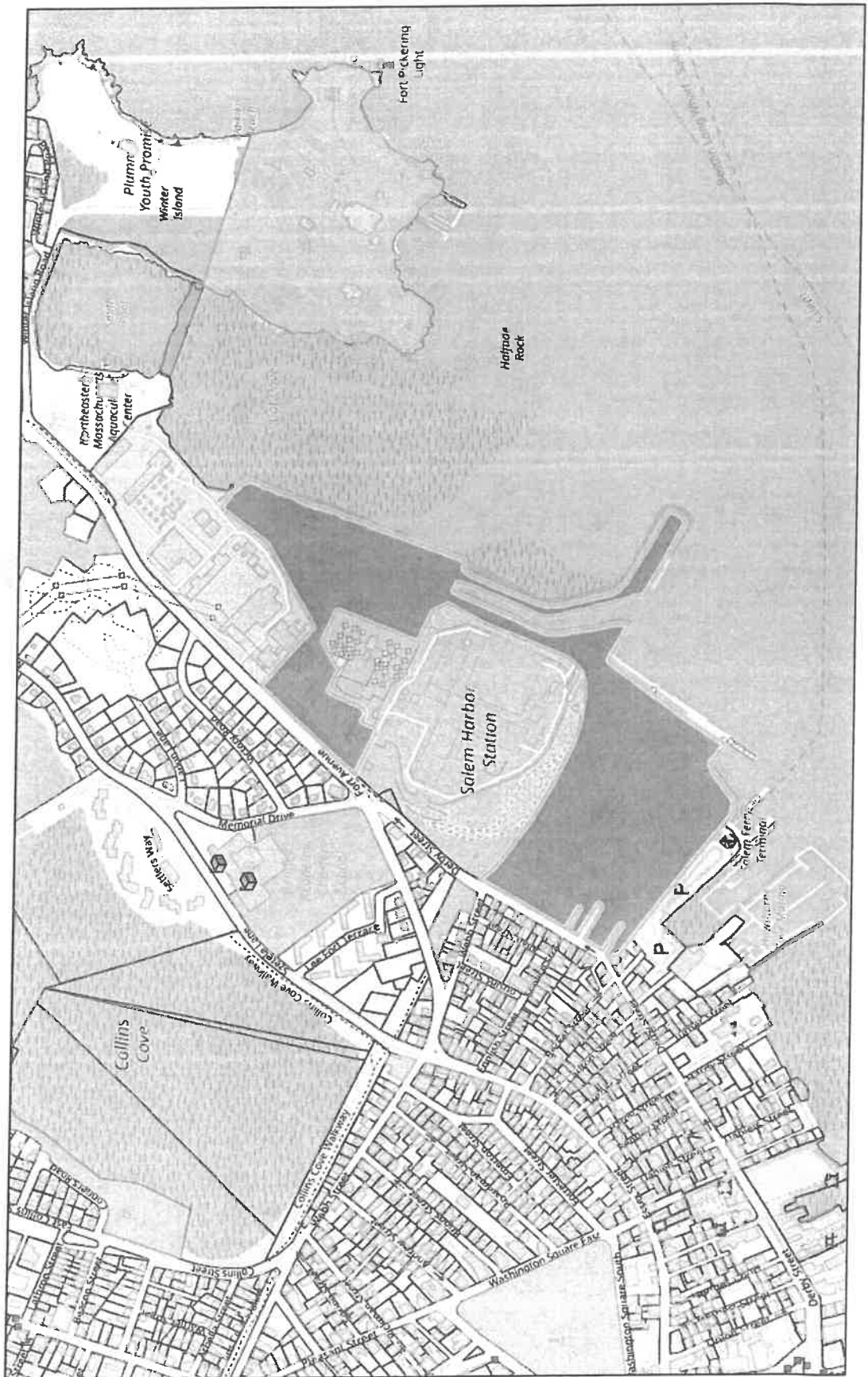
Name: Dominick Pangallo
Mayor

Date of Signature

Date of Signature

DRAFT

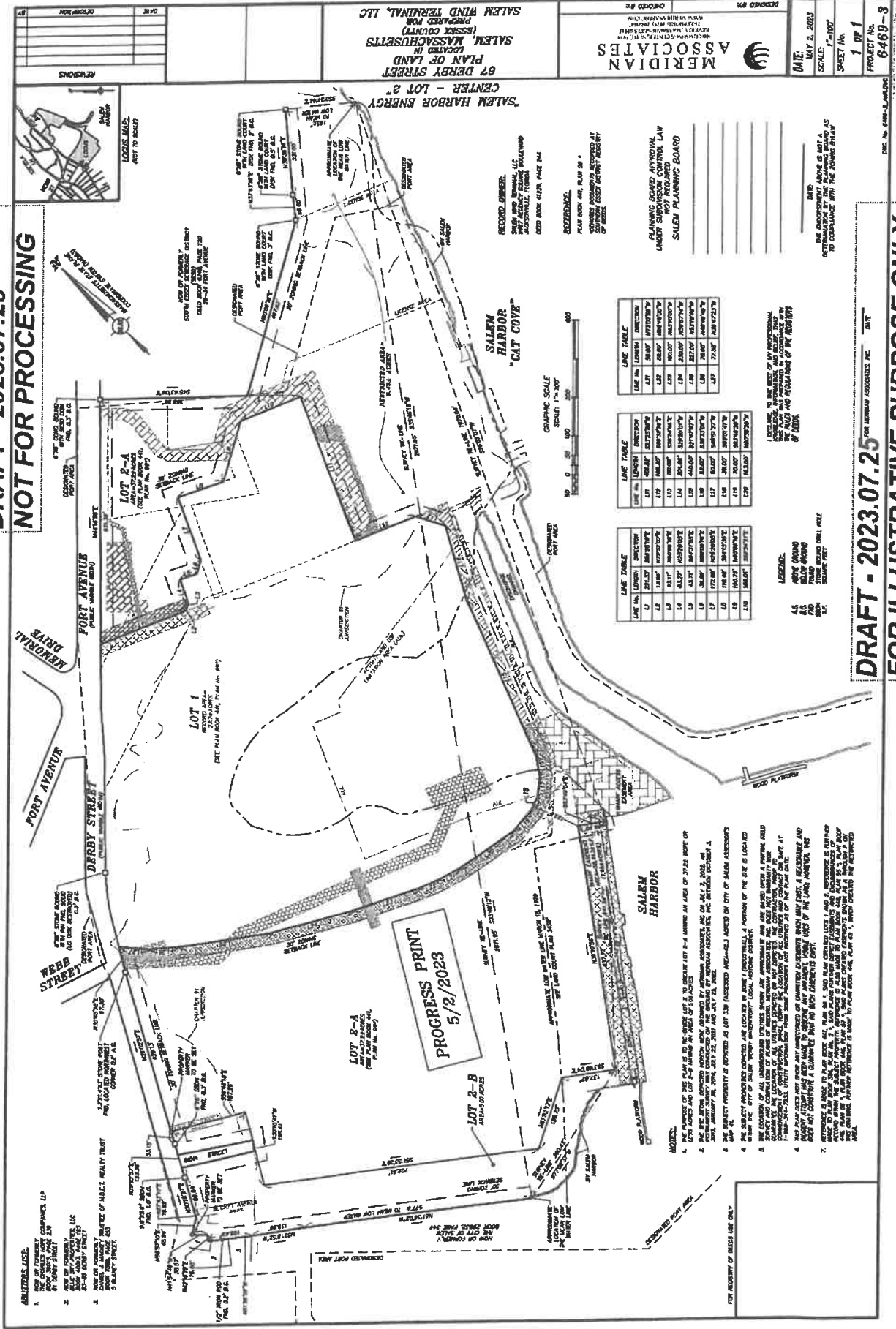
**Exhibit A
Property Map**



**Exhibit B
Subdivision Plan**



DRAFT - 2023.07.25
NOT FOR PROCESSING



LOT 2-A
 23,700 SQ. FT.
 (SEE PLAN BOOK 44, PAGE 10)

LOT 2-B
 23,700 SQ. FT.
 (SEE PLAN BOOK 44, PAGE 10)

LOT 2-C
 23,700 SQ. FT.
 (SEE PLAN BOOK 44, PAGE 10)

SALEM HARBOR ENERGY CENTER - LOT 2
 67 DERBY STREET
 SALEM, MASSACHUSETTS
 PREPARED FOR
 SALEM WIND TERMINAL, LLC

DATE: MAY 2, 2023
 SCALE: 1"=100'
 SHEET NO. 1 OF 1
 PROJECT NO. 6469-3

PLANNING BOARD APPROVAL
 UNDER STATE PUBLIC LAW
 SALEM PLANNING BOARD

DATE: MAY 2, 2023
 SCALE: 1"=100'
 SHEET NO. 1 OF 1
 PROJECT NO. 6469-3

LINE TABLE

LINE NO.	LENGTH	DIRECTION
1.01	10.00	N 00° 00' 00" E
1.02	10.00	E 00° 00' 00" S
1.03	10.00	S 00° 00' 00" W
1.04	10.00	W 00° 00' 00" N
1.05	10.00	N 00° 00' 00" E
1.06	10.00	E 00° 00' 00" S
1.07	10.00	S 00° 00' 00" W
1.08	10.00	W 00° 00' 00" N
1.09	10.00	N 00° 00' 00" E
1.10	10.00	E 00° 00' 00" S
1.11	10.00	S 00° 00' 00" W
1.12	10.00	W 00° 00' 00" N
1.13	10.00	N 00° 00' 00" E
1.14	10.00	E 00° 00' 00" S
1.15	10.00	S 00° 00' 00" W
1.16	10.00	W 00° 00' 00" N
1.17	10.00	N 00° 00' 00" E
1.18	10.00	E 00° 00' 00" S
1.19	10.00	S 00° 00' 00" W
1.20	10.00	W 00° 00' 00" N

LINE TABLE

LINE NO.	LENGTH	DIRECTION
2.01	10.00	N 00° 00' 00" E
2.02	10.00	E 00° 00' 00" S
2.03	10.00	S 00° 00' 00" W
2.04	10.00	W 00° 00' 00" N
2.05	10.00	N 00° 00' 00" E
2.06	10.00	E 00° 00' 00" S
2.07	10.00	S 00° 00' 00" W
2.08	10.00	W 00° 00' 00" N
2.09	10.00	N 00° 00' 00" E
2.10	10.00	E 00° 00' 00" S
2.11	10.00	S 00° 00' 00" W
2.12	10.00	W 00° 00' 00" N
2.13	10.00	N 00° 00' 00" E
2.14	10.00	E 00° 00' 00" S
2.15	10.00	S 00° 00' 00" W
2.16	10.00	W 00° 00' 00" N
2.17	10.00	N 00° 00' 00" E
2.18	10.00	E 00° 00' 00" S
2.19	10.00	S 00° 00' 00" W
2.20	10.00	W 00° 00' 00" N

LINE TABLE

LINE NO.	LENGTH	DIRECTION
3.01	10.00	N 00° 00' 00" E
3.02	10.00	E 00° 00' 00" S
3.03	10.00	S 00° 00' 00" W
3.04	10.00	W 00° 00' 00" N
3.05	10.00	N 00° 00' 00" E
3.06	10.00	E 00° 00' 00" S
3.07	10.00	S 00° 00' 00" W
3.08	10.00	W 00° 00' 00" N
3.09	10.00	N 00° 00' 00" E
3.10	10.00	E 00° 00' 00" S
3.11	10.00	S 00° 00' 00" W
3.12	10.00	W 00° 00' 00" N
3.13	10.00	N 00° 00' 00" E
3.14	10.00	E 00° 00' 00" S
3.15	10.00	S 00° 00' 00" W
3.16	10.00	W 00° 00' 00" N
3.17	10.00	N 00° 00' 00" E
3.18	10.00	E 00° 00' 00" S
3.19	10.00	S 00° 00' 00" W
3.20	10.00	W 00° 00' 00" N

LEGEND:
 AA: AREA DRAIN
 BB: BULK HEAD
 CC: CURB
 DD: DRIVE
 EE: ELEVATION
 FF: FENCE
 GG: GROUND
 HH: HATCH
 II: INTERIOR
 JJ: JOINT
 KK: KICK OUT
 LL: LIGHT
 MM: MOUNTING
 NN: NAIL
 OO: OPENING
 PP: PAVEMENT
 QQ: QUANTITY
 RR: RAMP
 SS: SIGN
 TT: TIE
 UU: UTILITY
 VV: VALVE
 WW: WALL
 XX: WINDOW
 YY: YARD
 ZZ: ZONE

- NOTES:
1. THE SUBJECT PROPERTY IS LOCATED AS LOT 2 (ASSUMED AND-1-1) ADJACENT TO CITY OF SALEM ASSOCIATES' MAP 4.
 2. THE SUBJECT PROPERTY IS LOCATED AS LOT 2 (ASSUMED AND-1-1) ADJACENT TO CITY OF SALEM ASSOCIATES' MAP 4.
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 5. THE LOCATION OF ALL UNDEVELOPED LOTS WITHIN THE SALEM HARBOR AREA ARE SHOWN ON A MAP OF SALEM HARBOR AREA, MASSACHUSETTS, PREPARED BY SALEM HARBOR ENERGY CENTER, INC. ON JULY 2, 2023. THE LOCATION OF ALL UNDEVELOPED LOTS WITHIN THE SALEM HARBOR AREA ARE SHOWN ON A MAP OF SALEM HARBOR AREA, MASSACHUSETTS, PREPARED BY SALEM HARBOR ENERGY CENTER, INC. ON JULY 2, 2023. THE LOCATION OF ALL UNDEVELOPED LOTS WITHIN THE SALEM HARBOR AREA ARE SHOWN ON A MAP OF SALEM HARBOR AREA, MASSACHUSETTS, PREPARED BY SALEM HARBOR ENERGY CENTER, INC. ON JULY 2, 2023.
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DRAFT - 2023.07.25
FOR ILLUSTRATIVE PURPOSE ONLY

DATE: MAY 2, 2023
 SCALE: 1"=100'
 SHEET NO. 1 OF 1
 PROJECT NO. 6469-3