

**CITY OF SALEM & SALEM WIND TERMINAL LLC
COMMUNITY BENEFITS AGREEMENT**

This AGREEMENT is made this 21st day of February, 2024, by and among and Salem Wind Terminal, LLC, a Delaware limited liability company having its principal office at 67 Derby St, Salem, MA 01970 ("Crowley") and THE CITY OF SALEM, MASSACHUSETTS, a municipality having its principal offices at 93 Washington Street, Salem, Massachusetts 01970 (the "City").

WHEREAS, the City, Massachusetts Clean Energy Technology Center ("CEC"), and Crowley are parties to a certain Memorandum of Understanding, entered into on December 19, 2022, that provides, among other things, for the City to lease land to the CEC and then CEC to sublease the land to Crowley for the development, manufacturing, construction and operation of an offshore wind project (the "Project") primarily serving the Massachusetts market; and

WHEREAS, the City and Crowley entered into a Cooperation Agreement dated September 22, 2022, amended September 29, 2023 and December 28, 2023, in which they agreed to negotiate in good faith and enter into a community benefits agreement for the Project; and

WHEREAS, Crowley has applied and will continue to apply for numerous licenses, permits, and approvals necessary for the development, manufacturing, construction and operation of offshore wind projects; and

WHEREAS, the Mayor of Salem convened a stakeholders group, comprised of over a dozen community leaders and chaired by the Mayor, which group met on numerous occasions over several months with the purpose of helping to formulate and assist in the terms, conditions and provisions of this Agreement on behalf of the community; and

WHEREAS, the City and Crowley agree and acknowledge that the City has identified certain concerns with respect to the impact of the construction and operation of the Project on the City; and

WHEREAS, the City and Crowley agree and acknowledge that the performance by Crowley of their obligations as set forth herein will address such concerns to the City's satisfaction.

Now, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Crowley and the City hereby agree as follows:

I. Commitments

- A. Economic Development.** Crowley commits to supporting key economic development initiatives related to the Salem Offshore Wind Terminal development as set forth in this paragraph. Upon the effective date of this Agreement, Crowley shall provide a one-time \$45,000 payment to the Essex County Community Foundation of seed funding for regional coalition building in support of stronger regional clean energy and blue economy

on the North Shore. Additionally, Crowley commits to utilizing the local supply chain in Salem and Essex County, as feasible, to develop the Salem Offshore Wind Terminal.

B. Impact to Services. In recognition of the impact on City services the Salem Offshore Wind Terminal development will have on the City of Salem, Crowley commits to contributing funds that offset financial impacts to providing those services.

1. **Language Services.** Crowley shall contribute \$10,000 annually to the City of Salem to increase safety and community participation by reducing language barriers related to conveying information on seaport planning efforts and operations. This contribution will fund interpreter services to assist with ongoing communication between the City and the Community on seaport activities and access to high quality certified interpreters (i.e., Interpreters must be qualified to testify in court) in case there is an emergency onsite.
2. **Harbormaster.** Crowley shall contribute \$50,000 annually to the City of Salem to offset some of the cost for one (1) full-time equivalent position with the Salem Harbormaster.
3. **Police Department.** Crowley shall provide a one-time \$50,000 payment to the City of Salem upon the effective date of this Agreement and a \$20,000 annual contribution to the City of Salem for the Salem Police Department. Contributions shall be used to tie Police Department personnel into marine channels and address equipment needs related to near-port operations and maritime security. Examples of equipment needs include procurement and installation of radios, CCTV cameras, and other related safety items that will enable the Police to serve the seaport.

Crowley shall include Police Department staff in quarterly drills and annual exercises, as required by law or at the request of the Salem Police Department.

Crowley shall collaborate and cooperate with the Salem Police Department to ensure a high standard for public safety on and around the Salem Offshore Wind Terminal. Such collaboration and cooperation shall include Crowley's commitment to establishing and maintaining operable camera systems during operations phase. Crowley shall collaborate with the Salem Police Department on the models, timing, and siting of temporary and permanent camera installations. Crowley shall provide timely cooperation during periods in which the Salem Police Department has heightened security and increased surveillance needs. Such cooperation shall include, but not be limited to providing live stream of on-port cameras during incident response and timely access to security footage during investigations. Crowley will fund operations and maintenance costs related to CBA items in this section.

4. **Fire Department.** Crowley shall provide a one-time \$40,000 payment to the City of Salem upon the effective date of this Agreement and a \$20,000 annual contribution to the City of Salem for the Salem Fire Department. Crowley shall use their relationships and assets to support additional emergency response training for Fire Department personnel, upon request of the Fire Department; however, this shall not be construed to mean that Crowley would convey to the City further funding for the Fire Department above and beyond the annual contribution identified in this paragraph.

Crowley shall provide routine site visits including one annual site visit and safety tour with no less than one representative from each of the Salem Fire Department's divisions. Crowley shall also perform safety drills at the request of the Salem Fire Department including at least one fire or rescue drill or exercise per year, subject to change if the site hosts equipment, materials, practices, or activities different than those envisioned at the execution of this Agreement. Salem Fire Department personnel will take part annually in drills provided by Crowley or, upon providing reasonable notice, conduct its own onsite training with City procured Subject Matter Experts (SMEs).

5. **Planning Department.** In recognition of the legal and consultant costs incurred by the Planning Department to develop Project Agreements, Crowley shall provide a one-time reimbursement up to \$100,000 to the City of Salem upon the effective date of this Agreement, based on documented costs.

C. Interpretive Panels, Exhibits, and Educational Programming. In support of connecting the Salem community to the waterfront, Crowley shall provide a one-time \$15,000 contribution to the City of Salem upon the effective date for this Agreement for development and installation of interpretive panels for the Salem Offshore Wind Terminal at agreed upon locations (e.g., Salem Offshore Wind Terminal Point Access, Footprint pathway, Winter Island) that adhere to city standards, as well as a new exhibition in Salem on Global Trade. Additionally, Crowley shall contribute \$8,000 annually to the City of Salem to support educational programming related to indigenous history and culture for Salem Public School students.

D. Partnership & Continuity. Crowley shall support the City of Salem in engaging future seaport users (e.g., Offshore Wind Development tenants) in development agreements and / or Community Benefits Agreements.

E. Seaport Electrification. To reduce on-port and near-port air quality impacts, Crowley commits to developing and implementing a strategy for port electrification that includes shore power and electric equipment, consistent with commercially available technology and in a manner that prioritizes advancing electrification of the Salem Offshore Wind

Terminal. The Working Group shall be the entity to determine the meaning of commercially available technology.

As part of this Agreement, Crowley shall develop an Annual Report (See Section 19.1) that includes a component within the first annual iteration outlining a clear strategy with benchmarks to achieve 100% port electrification by 2040. The Working Group (See Section 19.1) may, periodically, reevaluate and modify the 2040 target date for 100% port electrification and request an updated strategy that is current with observed trends and technological advancements related to shore power.

In all reports following the First Annual Report, Crowley shall include a component that provides an update on port electrification efforts. This report component shall address all power supplied site features, equipment, and vessels onsite or utilizing the site. This report component will include:

1. Efforts that occurred to advance site electrification;
2. Efforts still needed to advance site electrification;
3. The status of benchmarks in the strategy to demonstrate progress towards the 2040 target date for 100% seaport electrification; and
4. Implementation barriers and proposed actions to address them.

F. Sustainability & Resilience. Crowley shall support sustainability and resilience initiatives through an annual contribution to a Climate Adaptation Fund. A minimum contribution of \$20,000 per year shall be contributed from Crowley to the City for a Climate Adaptation Fund. Beginning on January 1, 2030, if the incentives referenced in the paragraph below are not in effect, Crowley's minimum contribution to the Climate Adaptation Fund shall increase to \$25,000 per year with further increases by \$5,000 every 5 years for the life of this Agreement, until such time as the shore power incentives are in effect, at which point the annual minimum contribution shall revert to \$20,000 per year.

Crowley shall commit to supporting development and implementation of incentives to utilizing shore power at the Salem Offshore Wind Terminal through a shore power opt-out fee imposed on seaport users once the supporting infrastructure is available, installed, and operational. Shore Power Opt-Out Fees to seaport users not utilizing shore power that are collected by Crowley shall be directly passed to the City of Salem as a contribution to a Climate Adaptation Fund. The Working Group will evaluate this and advise on implementation of the incentive.

Contributions to the City of Salem for a Climate Adaptation Fund will support projects that include, but are not limited to rehabilitation and reconstruction of Salem's seawalls, other resiliency related capital investments, energy assistance, and resiliency hubs (solar

and battery storage systems) for critical infrastructure in Salem (Police, Fire, City Hall, Community Life Center, High School, other emergency shelters).

Additionally, Crowley shall install and maintain no less than two (2) onsite electric vehicle charging stations prior to a Certificate of Occupancy being issued and a minimum of eight (8) additional electric vehicle charging stations by 2035.

G. Workforce Development - Outreach. Crowley shall contribute \$7,500 annually to the Salem Public Schools CTE and / or CTI Program(s) to support bilingual outreach to community members and partners, thereby ensuring the community is informed about the benefits of working in an industry supporting offshore wind. This contribution is intended to provide financial support for educating the North Shore community on offshore wind energy and related job opportunities across the sector through local job fairs, webinars, partnerships with schools and nonprofits (e.g., field trips), and outreach to nontraditional students.

Crowley also commits staff time to in-classroom guest speaking engagements Salem Public Schools CTE and / or CTI programs.

H. Workforce Development - Addressing Opportunity Gaps. Crowley shall contribute \$50,000 annually to the Salem Public Schools CTE and / or CTI Program(s) to address opportunity gaps and support goals for creating an equitable workforce. Crowley strives to address opportunity gaps and increase equitable access to good paying jobs for development and operations of the Salem Offshore Wind Terminal. Crowley 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.

Crowley strives to achieve internal targets that reflect the greater Salem community with clearly articulated goals at 3, 5, and 10 years starting at the effective date of annual contributions. Crowley agrees to work with lessees at the port to achieve these goals.

Population	3-Year Goal	5-Year Goal	10-Year + Goal
Local Hires (Essex County / Salem)	30%	40%	50%
BIPOC Hires (including immigrant populations)	15%	20%	25%
Women Hires	5%	10%	15%
Union Workers	75%	75%	75%

I. Workforce Development - Affordable Housing. Crowley shall provide a one-time \$25,000 contribution to the City of Salem upon the effective date for this Agreement to

provide rental assistance and reduce barriers to affordable housing in Salem. This contribution will be available as part of a rental assistance pool for income eligible employees or contractors of Crowley or seaport tenants for housing within the City of Salem.

- J. Workforce Development - Pathways and Barriers.** Crowley commits to increasing pathways and reducing barriers through Salem Public Schools, as well as funding for scholarships to prepare the workforce for working in the offshore wind industry.

Crowley shall contribute \$50,000 annually to Salem Public Schools for expansion of pre-kindergarten childcare to support women in taking advantage of high-quality employment.

Crowley commits to paid internships and apprenticeship programs for no less than four (4) students annually and no more than two (2) students at one time, with students being drawn from Salem Public School's CTE and CTI. These internship experiences should allow students to gain hands-on experience in areas related to offshore wind energy, such as maintenance, engineering, or project management. These internships are intended to enable students to participate in different industries and apprenticeship training programs at the High School level with pathways that go directly to work and / or further education. This internship program shall be operated at the discretion of the Salem High School CTE Director and the Port Operator.

Crowley shall contribute \$40,000 annually to the Salem Public Schools CTE and / or CTI Program(s) to support investments in capital costs, training aids, instructional equipment, job placement, and prepare students for union opportunities, as described below:

1. Crowley shall support investments in capital costs, training aids and instructional equipment for Salem Public Schools' CTE and CTI technical programs, including local infrastructure at Salem Public Schools that can benefit the community, such as school improvements, training facilities, or transportation to such facilities or programs. Additionally, a commitment to support grant applications by Salem Public Schools for CTE and CTI programs. In addition to funding commitments for training aids, Crowley commits to identify opportunities to donate relevant repurposed equipment from both the Salem Offshore Wind Terminal and Crowley's wider operations to Salem Public Schools' CTE and CTI programs for use as training aids on an ad-hoc basis. Crowley shall coordinate with the Salem CTE and CTI Director to determine what items available for donation would be useful for students.
2. Crowley shall support job placement for Salem Public School's CTE and CTI program graduates and community members interested in working in the offshore wind industry (e.g., prioritize Salem Public School's CTE and CTI graduates with industry certifications in related fields).

3. Crowley shall commit to working with unions at the seaport to have apprenticeships and pre-apprenticeship programs supporting prospective employees from Salem environmental justice communities and Salem Public School students.

Crowley shall contribute \$16,000 annually to Salem Public Schools for funding for approximately four (4) scholarships for offshore wind or maritime related career paths and educational opportunities (e.g., Mass Maritime, GWO training). Qualified Salem residents will receive preference. Unused funds would rollover and be available for allocation to students in subsequent years. Funds may be used to support student travel (e.g., transportation, lodging) in connection with pursuing a relevant educational opportunity.

- K. Intersection Modernization – Webb Street and Essex Street.** Crowley shall provide a one-time \$850,000 payment to the City of Salem upon the effective date of this Agreement to fund modernization of the intersection at Webb Street and Essex Street. Such improvements could entail design work, traffic light and systems upgrade, improved sight lines, and redesign / reconfiguration of the intersection. This contribution may also be used for other Street and sidewalk improvements near the site after construction is complete.
- L. Envision Project Verification.** Crowley commits to building a sustainable seaport and obtaining Envision Project Verification to the maximum level feasible.
- M. Tree Plantings.** Crowley shall provide a one-time \$10,000 payment to the City of Salem upon the effective date of this Agreement to fund tree plantings near the site and in the surrounding neighborhood.
- N. Community Celebrations.** Crowley shall contribute \$10,000 annually to the City of Salem for community engagements and celebrations.
- O. Offshore Wind Interconnections.** Crowley shall preserve the capabilities for offshore wind interconnections to the National Grid Switchyard.
- P. Monitoring and Accountability.** Crowley shall contribute \$7,500 annually to the City of Salem to offset costs related to monitoring and accountability of this Community Benefits Agreement. The City may elect to use this contribution to support staff time, volunteer time, consultant fees, or a combination thereof.
- Q. FY21 PIDP Grant.** Prior to the City of Salem and Crowley partnership, the City of Salem was awarded FY21 Port Infrastructure Development Program (PIDP) funds from the Maritime Administration (MARAD) to increase cruise capacity at the seaport. The City's initially planned placement of mooring bollards was superseded by a subsequent design associated with the FY22 PIDP grant award to facilitate the offshore wind terminal project. To maintain the FY21 grant funding and enable additional passenger vessel activities at the City's North Berth, the City identified an alternate location for a

150-ton bollard and requested MARAD's approval for a scope alignment request. The placement of the bollard may require MARAD's NEPA review of both the FY21 and FY22 projects to be performed together. Considering the impact the offshore wind terminal project design has on the FY21 seaport grant, Crowley commits to the following:

1. Crowley shall support the City's request to separate MARAD's NEPA review for the FY21 and FY22 PIDP projects into two separate reviews, provided that the request and separate NEPA reviews do not delay Crowley's current FY22 PIDP NEPA permit approval.
2. In the event MARAD does not separate the NEPA review for the FY21 and FY22 PIDP projects, the City will seek approval from MARAD to add the FY21 PIDP funding to the Salem Offshore Wind Terminal development and Crowley commits to provide time and resources to support the City's effort.
3. In the event MARAD approves the request to realign FY21 PIDP funds to the Salem Offshore Wind Terminal development, Crowley shall assist the City to accept the grant funds and identify appropriate matching funds as needed. Within 6 months of expenditure of the FY21 PIDP grant funds, Crowley shall provide a one-time payment as a private grant to the City in an amount equal to the total FY21 PIDP grant funds received less \$900,000 and less any state and federal tax liability incurred by Crowley as a result of this agreement, calculated by applying the then-current Massachusetts and federal corporate income tax rates to the FY21 PIDP funds received by Crowley.
4. In the event the amount of Crowley's one-time payment to the City in Section I (Q) (3) is less than \$1,590,000, Crowley shall assist the City for up to five (5) years to seek to secure grant funding to improve waterside infrastructure that would support alternate mooring configurations and increase cruise capacity to bring the total funding amount to the City to be no less than \$1,590,000.

II. Exceptions (No tenant, no income Holiday) In the event of an extended, twelve months or more, period of no operational income from a tenant, Crowley may request, and such request shall not be unreasonably withheld by the City, to defer or reduce payments required in this CBA. Any amendment to the payments required herein or the schedule of such payments must be mutually agreed upon and in writing, signed by both parties.

III. Inflationary Adjustment. All annual supportive funding amounts shall increase effective January 1 of each year of this agreement by an amount equal to the change in the Consumer Price Index (CPI-U Boston) of the previous calendar year and subject to an annual maximum of 6%. In no year shall the annual supportive funding amounts be less than the previous year, however.

IV. Term, Termination

A. Term.

This Agreement is effective upon execution and shall terminate upon completion of annual contributions. The twenty-five year term for annual contributions shall begin on the earlier of the date of substantial completion or issuance of partial or temporary Certificate of Occupancy and then end at 11:59 p.m. on the day before the twenty-fifth (25th) anniversary of said date.

B. Termination.

Upon the substantial and material breach of any provision of this Agreement by a party hereto, the other party may exercise any and all remedies available to it, in law, in equity, or otherwise; and further provided that the breaching party shall be entitled to cure its breach within a reasonable amount of time following its receipt of written notice from the other. Notwithstanding the foregoing, the parties acknowledge and agree that, in the event of a breach of the terms of this Agreement, the remedies available at law would be inadequate, and that the non-breaching party shall therefore be entitled to equitable relief enforcing the terms of this Agreement.

V. Force Majeure

It is distinctly understood and agreed that all parties hereto shall make a reasonable and good faith effort to perform their obligations under this Agreement. If and to the extent that either party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, each party shall continue to perform all other obligations under this Agreement which have not been affected by force majeure, and the parties instead shall promptly negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include requirement of statute, regulatory authority, court order, or public authority having jurisdiction; maritime peril, natural disaster, act by a public enemy, fire, flood, war, riot, insurgence or other similar event. The Party claiming being effected by a force majeure event shall promptly notify the other Parties in writing and shall furnish the other Party within thirty (30) days thereafter appropriate proof of the occurrence of the force majeure and the expected duration of the adverse effects resulting from such force majeure. Once the event of Force Majeure is eliminated, each party agrees to use its best efforts to resume the performance of its obligations under this Agreement.

VI. Miscellaneous

- A.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns, successors in interest, mortgagees, nominees, shareholders, trustees, directors, officers, agents, employees, and affiliates (collectively, "Representatives"), to the fullest extent permitted by law.

- B.** All notice permitted or required under the provisions of this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier, as follows or at such other address as may be specified by a party in writing and served upon the other in accordance with this section.

If to the City
Mayor
City of Salem
93 Washington Street
Salem, Massachusetts 01970

If to Crowley:
SWT Terminal Manager
67 Derby St
Salem, MA 01970

With a copy to:
City Solicitor
City of Salem
93 Washington Street
Salem, Massachusetts 01970

With a copy to:
Crowley Legal Department
9487 Regency Sq. Blvd.
Jacksonville, FL 32225

- C.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law rules.
- D.** The Effective Date of this agreement shall be the date upon which Crowley enters into this Agreement.
- E.** Attachment A “Schedule of Annual Contributions”, attached hereto, outlines all payments due by Crowley. Annual contribution payments shall be due on September 15th. The first term year for annual contributions in Attachment A shall be based on the start of the annual contributions term as described in Section IV (A). Section I (Q) of this Agreement and all related non-monetary responsibilities of said Section shall begin upon execution of this Agreement. Note, the financial responsibilities of Section I (Q) (3) are not included in Attachment A. All other payments and actions to be taken by Crowley shall start September 1, 2024.
- F.** The provisions of this Agreement are separate and divisible, and if any court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- G.** This Agreement may be amended or modified only by writing executed by the parties hereto; provided, however, that if any applicable federal or state law mandates the inclusion of any term or provision into this Agreement, this section shall be understood to import such term or provision into this Agreement.
- H.** This Agreement has been drafted jointly by the parties hereto and accordingly shall not be construed for or against any such party solely on account of such drafting.

- I. Nothing in this Agreement shall be construed as creating any rights or granting any benefits to anyone other than the City and Crowley.
- J. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures on this Agreement shall be deemed to be original signatures.
- K. Crowley shall provide to the City other evidence of the capacity and authority of the party executing this Agreement for and on behalf of Crowley and shall comply with all applicable provisions of Massachusetts law relating to the appointment of a resident agent, and shall maintain on file with the Secretary of State any and all documents required by law for the conduct of business in Massachusetts.
- L. Any disbursement of funds to satisfy the action items agreed upon in the CBA must be documented and made available by the City to its residents in a transparent, clear and timely way.

VII. Monitoring and Enforcement

A. Salem Offshore Wind Community Benefits Agreement Working Group.

A CBA Working Group shall meet no more than quarterly to discuss the operation of the CBA and any issues thereunder. The CBA Working Group shall also meet at the call of the Mayor of Salem to discuss any issues related to the operation of the CBA or any party's obligations thereunder. The CBA Working Group shall be comprised of 7 members: One (1) Crowley Representative; Two (2) community representatives; Two (2) City of Salem representatives; One (1) Salem Harbor Port Authority representative; One (1) Salem Public Schools representative. The right to membership on the CBA Committee shall belong to the represented organization and not to the individual representatives, each of whom will serve at the pleasure of their represented organization. The CBA Working Group shall retain the right to seek enforcement of any applicable permit from the board, agency, or other regulatory authority with jurisdiction over the enforcement of such permit.

B. Reports.

Crowley shall have an administrative task to track and report on various items in this Agreement annually using a written annual report format. The First Annual Report shall be due at the end of the City of Salem's fiscal year in the year in which this Agreement is executed. Crowley shall provide subsequent yearly reports at the end of each fiscal year until the CBA Working Group has determined the terms of this Agreement are fulfilled. The report shall contain various metrics related to items in this Agreement including, but not limited to jobs (e.g., direct jobs, indirect jobs, related jobs), Financial (e.g., Supportive Funding), infrastructure / technology (e.g., shore power), and air quality. Crowley shall have a representative present at each meeting of the Salem Offshore Wind

Community Benefits Agreement Working Group to provide interim updates or present the annual report. Annual reports shall be reviewed by the appointed Working Group who may provide feedback. Crowley will incorporate and / or respond to the feedback provided by the Working Group on the Annual Report. The appointed Working Group shall be the entity to determine the finality of each Annual Report. Crowley shall make finalized annual reports and interim update minutes accessible to the public, at a minimum, through Crowley's public facing website for the Salem Offshore Wind Terminal.

C. Enforcement by City.

The City shall investigate complaints relating to implementation of this CBA. Crowley shall cooperate fully and promptly with any such investigation, and shall make available to the City all requested records and information the City reasonably deems relevant to monitoring the implementation of this CBA. If the City determines that the provisions of this CBA are not being followed, it will engage in a good-faith effort to hear all sides and to negotiate a resolution. If the City cannot negotiate a resolution within a reasonable period of time, the City may pursue any available legal remedies, including but not limited to any or all of the following penalties and relief:

- (1) A legal action to enforce this CBA and/or any term or covenant thereof.
- (2) A declaration of ineligibility for future City contracts and/or redevelopment agreements with the City until penalties and restitution have been paid in full.

Nothing in this shall derogate or limit the rights of the parties to this CBA to enforce this CBA through pursuit of any available legal or equitable remedies.

D. Injunctive Relief.

This CBA may be the basis for a request for injunctive relief with respect to performance of any term of this CBA. The parties hereto agree that money damages may not be an adequate remedy for any breach (or threatened breach) of this CBA and agree that this CBA may be enforced by an application for a preliminary or permanent injunction, by a decree of specific performance, or other such order or decree of a court of competent jurisdiction. The agreed remedies set forth in this section shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition of this CBA.

This Agreement, and all of the rights and obligations herein, shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Furthermore, Crowley shall cooperate with the City and amend the Tax Increment Financing Agreement between the City of Salem and Salem Wind Terminal, LLC. dated September 21, 2023 (herein "the TIF Agreement") to require any entity that becomes party to the TIF Agreement or derives a tax exemption as a result of the TIF Agreement to also take on the responsibilities of this Agreement.

In witness whereof, THE CITY OF SALEM and SALEM WIND TERMINAL, LLC have caused this Agreement to be executed by their respective duly authorized officials and officers as of the date and year first above written.

Attachments: Wharfing Agreement
Cooperation Agreement

CITY OF SALEM, MASSACHUSETTS

APPROVED AS TO FORM:



Dominick Pangallo, Mayor,
duly authorized



Elizabeth Rennard, City Solicitor

[City of Salem Signature Page to the Community Benefits Agreement]

SALEM WIND TERMINAL, LLC



Robert B. Karl, Senior Vice President,
duly Authorized

[Salem Wind Terminal LLC Signature Page to the Community Benefits Agreement]

Attachment A- Schedule of Annual Contributions

Term	Fiscal Year	Regional Coalition	Language Services	Harbormaster	Police Dept	Fire Dept	Planning Dept	Panels / Exhibits	Indigenous culture education	Climate Fund*	Educational Outreach	Addressing Opportunity Gaps	Affordable Housing	Pre-K Funding	CTE & CTI Supportive Funding	OSW Certificate Scholarships	Specific Traffic Improvements	Nearby Tree Funding	Community Engagements	13.0 Reporting	
One-time Payment	2025	\$45,000	-	-	\$50,000	\$40,000	\$100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	2026	-	-	-	-	-	-	\$15,000	-	-	-	-	\$25,000	-	-	-	\$850,000	\$10,000	-	-	-
	2027	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
2	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
3	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
4	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
5	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
6	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
7	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
8	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
9	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
10	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
11	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
12	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
13	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
14	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
15	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
16	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
17	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
18	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
19	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
20	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
21	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
22	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
23	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
24	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	
25	-	-	\$10,000	\$50,000	\$20,000	\$20,000	\$20,000	-	\$8,000	\$20,000	\$7,500	\$50,000	-	\$50,000	\$40,000	\$16,000	-	-	\$10,000	\$7,500	

General Notes

- This attachment does not reflect Section III "Inflationary Adjustments" which shall apply to this schedule. All annual supportive funding amounts shall increase effective January 1 of each year of this agreement by an amount equal to the change in the Consumer Price Index (CPI-U Boston) of the previous calendar year and subject to an annual maximum of 6%. In no year shall the annual supportive funding amounts be less than the previous year, however.
- As described in Section VI (A), annual contribution payments shall be undertaken on September 15th of the fiscal year in which they appear on the Schedule of Annual Contributions. If the twenty-five year term for annual contributions, as described in Section IV(A) of this Agreement, is delayed, the schedule of annual contributions shall begin in the Fiscal Year in which substantial completion is achieved and the twenty-five year period of contributions shall shift accordingly.
- The Fiscal Year begins July 1 and ends June 30.
- Fiscal Years for annual contributions shall be based on the start of the annual contributions term as described in Section IV (A). Term Year 1 shall be the same as the fiscal year in which the annual contributions term begins.

*See Section I - Commitments, Sustainability and Resilience. Beginning on January 1, 2030, if sustainability and resilience incentives are not in effect, Crowley's minimum contribution to the Climate Adaptation Funds shall increase by \$5,000 every five years for the life of this Agreement, until such time as the incentives are in effect, at which point the annual minimum contribution shall revert to \$20,000 per year. Inflationary Adjustments shall apply to this benefit.