

**Strategic Partnership Master Agreement –  
City of Lowell, UMass Building Authority, and UMass Lowell**

The City of Lowell (the “City”), the University of Massachusetts Lowell (the “University”) and the UMass Building Authority (“UMBA”) desire to clarify and affirm aspects of their partnership and collaboration to address provision and use of public services, improvement and maintenance of public infrastructure, civic initiatives, and means of financing investments in these areas. The provisions below shall constitute a Strategic Partnership Master Agreement between and binding upon the above named parties.

Whereas:

1. The City is responsible for governance and provision of municipal services and infrastructure to support a population of 106, 159 (Census 2010).
2. The University is located predominantly within the boundaries of the City and provides education for 17,450 students (2015-16) and has defined a Strategic Plan to grow its enrollment to 20,000 by 2020-21.
3. The University is the second largest employer in the City and has an annual economic impact of \$921 million on the Greater Lowell region, including over \$27 million paid in salaries to Lowell residents, \$10.5 million in payments to Lowell businesses for goods and services, and leases privately-owned property that contributes more than \$560,000 annually in real property taxes to the City (FY16).
4. The University benefits, along with other users, from certain roadways, utilities, public safety, and other services and infrastructure provided and maintained by the City.
5. The University maintains its own campus police department and facilities operations and services department, which complement municipal police and public works and provide many services to the campus and the adjacent public rights-of-way, lessening the burdens on City departments.
6. Chapter 267 of the Acts of 1995, as amended by Chapter 205 of the Acts of 1996, allowed for the construction of LeLacheur Park and exempted the University of Massachusetts from fees and charges of any kind for use of the facility.
7. As a result of UMBA’s purchase of the Tsongas Arena in 2010, the University assumed responsibility from the City of Lowell for what had been in excess of \$1 million in annual operating deficits. Also, the binding agreement between the University and the City includes certain provisions for the City’s use of the Arena (reference Schedule 8 Terms Sheet to the Purchase and Sales Agreement).
8. The University is exempt from municipal real estate taxation under the provisions of MGL c.59, s.5 and MGL c.75, s.1.
9. UMBA is exempt from municipal taxation under the provisions of MGL Appendix c.75 §1-15.
10. Whereas The University and properties owned by UMBA occupy approximately 5,603,893 square feet of land in the City of Lowell.

11. Whereas the value of all properties owned by UMBA equals approximately \$18,507,800.
12. The University and UMBA are exempt from assessment of Room Occupancy Excise Tax under MGL c.64G, s.2.
13. The University and UMBA are exempt from assessment of Local Option Meals Excise Tax under MGL c.64L, s.2 and MGL c.64H, s.6(cc).
14. The Commonwealth of Massachusetts annually makes a payment in lieu of property taxes for state-owned lands, including those owned by the University, under the provisions of MGL c.58, subject to appropriation each year by the General Court.

Therefore, the parties agree to the following:

#### PLANNING ISSUES

1. The University Chancellor and the City Manager, and other University and City officials will formally meet at least twice annually to facilitate and maintain direct and constructive dialogue about matters of mutual interest and concern. The University will provide an annual report to the City documenting the services, infrastructure improvements and civic initiatives conducted during the year.
2. The City and the University agree to continue to collaborate on various initiatives to promote economic development in Lowell, the integration between University research and workforce development with partners in the City's business community, and the recruitment of businesses and real estate development attracted to Lowell by the growth and activity at the University. The University agrees to continue to provide a desk for the City's Economic Development staff to use in its Innovation Hub at no cost to the City, as long as the Innovation Hub shall remain open.
3. Upon invitation by the City, the University shall annually present its public master plans and strategic development vision to the Lowell City Council or a designated Subcommittee thereof.

#### PUBLIC SAFETY

4. The City and the University acknowledge the existence of mutual aid agreements, which define and affirm the cooperative relationship between the City of Lowell Police Department and UMass Lowell Police Department. The City and University further agree to continue to collaborate on law enforcement, management of student behaviors to minimize their impacts on neighborhoods in close proximity to the UMass Lowell campuses, and preservation of public safety in and around the UMass Lowell campuses and adjacent neighborhoods.
5. When requested by the Lowell Fire Department or Lowell Police Department, the University agrees to allow the Lowell Fire Department and Lowell Police Department to conduct training activities in University-owned buildings slated for demolition prior to their demolition at no cost to the City, provided that said training activities do not compromise the structural integrity or exterior envelopes of the buildings, release hazardous materials, compromise the safety of University students, faculty, or staff, or interfere with the operations of the campus.

**ACQUISITION OF NON TAX-EXEMPT PROPERTY**

6. In the case of the University’s acquisition of Perkins Properties, the University agrees to make a one-time monetary payment of \$321,000 to the City of Lowell on or before March 31, 2017 as a mitigation payment for the impacts of the recently-adopted FY17 municipal budget resulting from the acquisition of the Perkins Properties by the University on July 14, 2016. The City agrees not to assess or bill the University or UMBA for property taxes for the Perkins Properties.<sup>(a)</sup>
7. The University and/or UMBA shall annually provide the Lowell Assessors’ office with a list of their properties in the City of Lowell.
8. The University now owns or leases a sufficient quantity of apartment-style housing to satisfy projected demand for this type of on-campus housing associated with the full enrollment growth anticipated in its 2020 Strategic Plan. As a result, the University has no plans to acquire any additional apartment buildings containing a significant number of housing units during the term of this agreement.

**TIGER GRANT PROJECT**

9. In support of the repair and replacement of the Lowell Canal Bridges, the University agrees to contribute a monetary payment annually for a period of 20 years beginning in 2017 and ending in 2036, pursuant to the provisions of a Memorandum of Agreement between the University and the City executed on March 18, 2016 and the schedule below.<sup>(b)</sup>

Payment Date	Amount Due
March 31, 2017	\$149,280.00
March 31, 2018	\$151,540.90
March 31, 2019	\$148,591.10
March 31, 2020	\$150,641.30
March 31, 2021	\$147,480.80
March 31, 2022	\$149,320.30
March 31, 2023	\$150,949.10
March 31, 2024	\$152,367.20
March 31, 2025	\$148,574.60
March 31, 2026	\$149,782.00
March 31, 2027	\$150,778.70
March 31, 2028	\$151,564.70
March 31, 2029	\$152,140.00
March 31, 2030	\$152,504.60
March 31, 2031	\$147,658.50
March 31, 2032	\$147,812.40
March 31, 2033	\$147,755.60
March 31, 2034	\$147,488.10
March 31, 2035	\$152,009.90
March 31, 2036	\$151,110.30

**UMASS LOWELL INN AND CONFERENCE CENTER**

10. The University agrees to pay an occupancy fee of 6% to the City for each occupied hotel room at the Inn and Conference Center, excluding rooms paid for by University accounts. <sup>(c)</sup>
11. The University agrees to pay a meals fee of 0.75% to the City for all retail food outlets operated by Aramark at the University's campuses, excluding sales to students, faculty, and staff utilizing a university meal plan. <sup>(d)</sup>
12. Upon execution of this agreement, the University, UMBA and City agree to terminate the December 2013 Settlement Agreement regarding the assessment and collection of real estate taxes on the property at 50 Warren Street.
13. Additionally, the University agrees to make payments in support of the repairs to the Lower Locks Garage, where the University enjoys an easement to use 320 parking spaces. The University agrees to contribute a monetary payment annually on or before March 31 for a period of 20 years beginning in 2017 and ending in 2036, pursuant to the payment schedule below. <sup>(f)</sup>

Payment Date	Amount Due
March 31, 2017	\$83,419.36
March 31, 2018	\$82,674.25
March 31, 2019	\$82,610.06
March 31, 2020	\$82,267.73
March 31, 2021	\$82,674.25
March 31, 2022	\$82,952.39
March 31, 2023	\$82,267.73
March 31, 2024	\$82,331.92
March 31, 2025	\$82,267.73
March 31, 2026	\$82,909.60
March 31, 2027	\$82,545.87
March 31, 2028	\$82,053.77
March 31, 2029	\$81,240.73
March 31, 2030	\$81,001.10
March 31, 2031	\$81,553.11
March 31, 2032	\$81,141.24
March 31, 2033	\$81,475.55
March 31, 2034	\$81,682.55
March 31, 2035	\$81,760.65
March 31, 2036	\$81,755.30

**LELACHEUR BALLPARK**

14. The University agrees to share, with the City and Main Street Baseball, LLC (the "Team"), the cost of replacing the turf on the playing field at LeLacheur Park in Fall 2017 and again 10-15 years thereafter as is recommended by best practices in athletic field turf management. Upon completion of the project, the University shall reimburse the City for one-third of the cost, not to exceed \$85,000, <sup>(g)</sup> of field turf replacement provided that the City and/or the Team contribute the balance and the City is responsible for managing the design and construction

work required. The University shall have the opportunity to review and comment on construction documents prior to their issuance for bidding.

15. Consistent with the agreements made when the University donated a portion of its East Campus for the construction of LeLacheur Park and allowed the City and minor league baseball franchise to enjoy all revenues from concessions, ticket surcharges, and advertising sales at the ballpark, the City shall not demand or require any other financial or in-kind contribution from the University in connection with the University's use of LeLacheur Park.
16. Subject to the provisions of item 15 of this Agreement and consistent with the provisions of Section 3 of the Baseball Stadium Lease Agreement between the Lowell Arena and Civic Stadium Commission and the University of Massachusetts Lowell, dated September 8, 1998, the City and the University agree to execute a new lease for the Baseball Stadium with a term beginning July 1, 2017 and ending June 30, 2027. Notwithstanding provisions of item 15 of this Agreement, the University agrees to contribute \$25,000<sup>(h)</sup> for the maintenance and operation of LeLacheur Park. Said payment shall be made by the University to either the City or the Team, at the University's sole discretion, on or before March 31 of each year that the University's NCAA Division One baseball program utilizes LeLacheur Park as its home stadium.
17. Subject to the provisions of item 15 of this Agreement, the University shall support the efforts of the City and the Lowell Civic Stadium Commission to negotiate and execute a new lease agreement with the Team. The University shall continue to provide player housing as well as parking for employees of the Team and patrons of home games in University facilities to support the Team, consistent with the terms established in negotiated agreements.

#### PUBLIC WORKS PROJECTS AND FACILITIES

18. The University agrees to supplement and support the City's snow and ice treatment and removal efforts by treating, plowing, and/or clearing snow from the locations adjacent to campus property listed below.<sup>(i)</sup> The City shall not demand or require the University to conduct snow and ice removal or treatment activities on any other location beyond those identified in this provision, but the University may elect to complete additional winter storm maintenance on City rights-of-way near the campus to ensure public safety and the smooth functioning of campus operations.
  - a. Sidewalks on the Howe Bridge
  - b. Sidewalks on the Pawtucket Street bridge over the Northern Canal
  - c. Sidewalks on the south side of Pawtucket Street between University Crossing and South Campus
  - d. Sidewalks on Riverside Street adjacent to Fels Park
  - e. Sidewalks on the south side of Father Morrisette Boulevard between James Street and Merrimack Street
  - f. Snow removal from any parallel parking spaces on Father Morrisette leased by the University that the University deems necessary to clear
19. The University agrees to supplement and support the City's parks and landscape maintenance efforts by providing basic landscape maintenance at various locations in City rights-of-way or on

City-owned parcels listed below. <sup>(j)</sup> As the owner of the Perkins Properties, the University shall also pay one-third of the annual seasonal landscape maintenance costs at the City-owned Lawrence Mills Park. <sup>(k)</sup> The City shall not demand or require the University to conduct park or landscape maintenance activities on any other location beyond those identified in this provision, but the University may elect to conduct such maintenance on City rights-of-way or property near the campus to ensure an attractive appearance to the campus and/or the smooth functioning of campus operations.

- a. The intersection of the Howe Bridge and Pawtucket Street
  - b. The bulb-out at the intersection of Broadway and Pawtucket Street
  - c. The bulb-out at the intersection of Salem and Pawtucket Street
  - d. Landscaped areas in the City rights-of-way abutting University Suites, University Crossing, and the parking lots serving University Crossing
20. The City will provide and the University will pay to lease parking from the City at various locations as determined by negotiated lease arrangements.
21. The University will continue to offer the use of its facilities for municipal needs where feasible and such use does not interfere with the operations and activities of the University.

#### MUNICIPAL PERMITTING

22. The City acknowledges the University's and UMBA's exemption, as a state agency, from many regulations, ordinances, and policies administered and enforced by the City, including but not limited to, the Lowell Zoning Ordinance. The University and UMBA acknowledge they are required to seek and obtain from the City certain permits and approvals that are administered by the City, including, but not limited to, those permits and approvals required under the Wetlands Protection Act.

#### MISCELLANEOUS PROVISIONS

23. The City shall not demand or require payments in lieu of taxes, specific infrastructure investments not directly related to or resulting from University and UMBA projects, financial contributions to municipal programs, services, or initiatives, nor shall it make such contributions, investments, or payments a condition of any permit, license, or approval sought by the University and UMBA. Any such demand, by the City upon the University or UMBA, shall grant to the University and UMBA a right to notify the City of a default of the terms of this Agreement, and shall allow the University and UMBA the right to void this Agreement upon said date of demand.
24. In the event that the General Court of Massachusetts enacts legislation compelling not-for-profit entities or state agencies or authorities to pay municipal real estate taxes, the University and UMBA shall have the right to void this Agreement, with the exception of item 9, upon the effective date of said legislation.

25. Term: July 1, 2016 through June 30, 2021, with the exception of items 9 and 13, which have a term of 20 years through 2036, item 12, which is a permanent termination and item 16, which shall be coterminous with the Baseball Stadium Lease Agreement.

**(a)** One-time contribution in FY17 of \$321,000

**(b)** The cumulative contribution over the 20-year period amounts to \$3 million (~\$150,000 annually)

**(c)** This resulted in more than \$54,000 in payments to the City in FY16

**(d)** This resulted in more than \$20,000 in payments to the City in FY16

**(e)** *Deleted*

**(f)** The cumulative contribution over the 20-year period amounts to \$1,642,584.89 (~\$82,000 annually)

**(g)** The contribution during the term of this agreement is up to \$85,000.

**(h)** The cumulative contribution over the 10-year lease term is \$250,000.

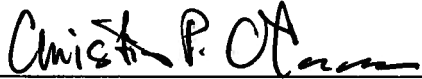
**(i)** The total amount paid to direct vendors by the university is \$5000 per snow event (\$55,000 in FY16, considerably greater in FY15).

**(j)** The total annual in-kind contribution of university resources is \$41,000.

**(k)** The current year financial contribution is \$4000.

IN WITNESS THEREOF, THE UNIVERSITY, THE UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY AND THE CITY have affixed their signatures on this 17<sup>th</sup> day of August 2017.

APPROVED AS TO FORM:




Christine P. O'Connor, City Solicitor



David Mullen, General Counsel, UMBA

UNIVERSITY OF MASSACHUSETTS LOWELL:



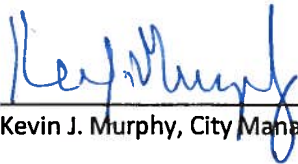
Jacqueline Moloney, Chancellor

UNIVERSITY OF MASSACHUSETTS BUILDING AUTHORITY:



Patricia Filippone, Executive Director

CITY OF LOWELL:



Kevin J. Murphy, City Manager