

Strategic Partnership Agreement
Town of Amherst and the University of Massachusetts Amherst

This agreement is entered into on this 28th day of June, 2023 by and between the University of Massachusetts Amherst (University) and the Town of Amherst (Town).

Whereas, the University enrolled total in-person students for its Fall 2022 Semester of 23,146 undergraduates, along with 4,560 graduate students for a total undergraduate and graduate student enrollment of 27,706; and

Whereas, the Town has a total population, as of the 2020 census, of 39,263 people, including the students living on campus and in rental housing within the boundaries of Amherst; and

Whereas, the University constitutes approximately 1,450 acres of property, 898 of which are located in Amherst, or approximately 5% of the land mass of the Town, which is comprised of approximately 27.7 square miles, or 17,760 acres;

Therefore, the parties agree to the following:

1. Communications.

The Town and the University will build upon the strong relationship already established by continuing to engage in direct and constructive dialogue about matters of mutual interest and concern, including, but not limited to, public safety, neighborhood impact and relations, University and Town growth and development plans, joint infrastructure projects, grant opportunities, and current or pending legislation.

To this end, the Town and the University agree to the following meetings:

- a. The Chancellor and staff from University Relations, the Town Manager and staff from the Town, and the Town Council president and vice president will meet each semester.
- b. The Town Manager and/or staff and staff from University Relations will meet weekly to stay connected on ongoing operations and initiatives.
- c. In addition, appropriate Town and University staff members will meet at least three times yearly to discuss specific topics, including one each on:
 - i. planning, housing, and growth;
 - ii. economic development; and
 - iii. public infrastructure.

These meetings would cover short- and long-range plans and actions being considered at the University or the Town that may have an effect on each party.

2. Advocacy.

As a state institution, the University does not pay property taxes to the Town. The state funds a Payment in Lieu of Taxes (PILOT) program in the State budget. Although this

payment offsets some of the costs associated with hosting the University, it does not fully take into account all Town provided services or community impacts. The University will advocate with the Town in its efforts with the legislature to encourage its review of the PILOT program - including the formula - and to fully fund the PILOT program.

Each party will expend the necessary effort to gain approval of the PILOT legislation. Similarly, the Town will encourage its representatives and residents to contact their legislators to voice their support for PILOT legislation and funding.

3. Public Health and Neighborhood Safety.

- a. *Fire and Ambulance service.* The Amherst Fire Department - owned, operated and managed by the Town - shall continue to provide fire protection and ambulance services to all campus properties in the 01003 ZIP code and the University will pay the Town \$700,000 per year. The Town agrees that these funds will, in turn, support and offset the costs incurred by the Fire Department to provide fire protection and ambulance services to respond to the needs of the University and its faculty, staff, and students. In addition, the University will make a one-time \$400,000 donation to the Town for the purchase of an ambulance in FY24.

The Town and the University recognize the mutual benefit of the Town hosting a Student Fire Force which is an independent engine company, made up mostly by University students, with its own officers, vehicle operators, and fire engine and that the Town provides training, equipment, accommodations, parking, and meals for the students.

In addition, the University and the Town recognize the benefit of increased collaboration between the Fire Department and the University's EMS program. The University and the Town agree to continue this partnership and close coordination between the two entities.

The Town acknowledges the University's approval and support for public safety communication coverage by allowing the Town to connect its fiber optic cable via university-owned conduit. The Town also acknowledges the cost-savings for its public safety antennae placed on University buildings, valued at \$35,000 annually, which benefits both the Town and University communities.

- b. *Police cooperation.* The Town and the University acknowledge ongoing mutual aid agreements. It is hereby acknowledged that these agreements represent the understanding between the two entities of the provision of full Police Mutual Aid services between the University and the Town. The Town and the University agree to continue to collaborate during times of high student activity off campus, including but not limited to weekends in September, October, March, April, and May, as appropriate. The Town and the University agree to continue seeking creative

solutions, by working together, to mitigate the impact of student behavior off campus.

- c. *Public Health and Emergency Planning.* The Town and University's historic collaboration during the COVID-19 pandemic on prevention and response efforts was a blueprint for cooperative public health and emergency planning efforts. Both the Town and the University commit to continued planning and cooperation on issues related to public health and natural disaster preparedness and emergency preparedness.
- d. *Safe and Healthy Neighborhoods.* The University and Town are committed to safe and healthy neighborhoods for the Town's permanent residents and the University's student renters. For many years, the University and Town have partnered on programs, such as the Campus and Community Coalition to Reduce High-Risk Drinking (CCC), community outreach visits, and Crime Prevention Through Environmental Design (CPTED) efforts, and each party has invested in staffing and programs to make noticeable neighborhood quality of life improvements and to ensure safe rentals for students and other residents of Amherst. The University and the Town agree to continue to identify strategies to enhance the health and safety of neighborhoods and to mitigate the impact of private student rentals and their impact on neighborhoods. The University affirms its commitment to these efforts by contributing \$100,000 annually to the Town for services to promote safe and healthy neighborhoods beginning in fiscal year 2024.

4. Economic Development.

The Town acknowledges the great benefits that the University brings to the economic vitality of Amherst and the region. The University is the second largest employer in Western Massachusetts, providing economic stability and vitality to the Town and to the region, including an estimated direct and indirect economic impact of \$2.5 billion to the Massachusetts economy, with millions spent on goods and services from local businesses and the local towns, including the Town of Amherst.

The University recognizes the great benefits the Town brings by its significant investment in roads and public infrastructure, deep commitment to housing affordability, vital downtown and village centers, miles of conservation trails, all of which supplement and support the University's mission. Thus, it behooves the Town and the University to pursue economic development opportunities of benefit to the Town, the University, and the region.

Both the Town and the University agree to a one-time \$50,000 (\$100,000 total) commitment by each party, subject to appropriation, to jointly fund mutually beneficial economic development initiatives, with the first commitment of funds in fiscal year 2024.

In addition, the Town and the University agree to the formation of an economic development working group, comprised of Town and University officials, which will work creatively on short-, mid-, and long-term economic development opportunities.

Additionally, to enhance the Town's economic development planning, the University will pay \$25,000 per year for the duration of the agreement.

5. Infrastructure and Pedestrian Safety.

The Town and the University commit to collaborate around infrastructure planning, especially in key areas where Town and University roads intersect, such as North Pleasant Street and Amity Street/University Drive.

The University also agrees to fund an extension of its pedestrian safety study, initiated in 2022, for the length of North Pleasant Street from Triangle Street to Pine Street, valued at more than \$65,000.

6. Planning.

Over the past decade, the University and Town have experienced a period of unprecedented growth and change. As the University has grown into a top-tier public university, greater state investment in its academic mission has led to building projects that have created new facilities and modernized others to ensure that the institution can compete for the best and brightest faculty, staff, and students. During that same time, the University has grown its residential portfolio and is among the top five largest residential programs in the country.

During this same period, the Town has undergone significant growth in its downtown and village centers, permitting hundreds of units of housing many of which support the University's faculty, staff, and students.

The Town still faces significant housing challenges. Driven in part by high undergraduate student housing demand, existing zoning bylaws, and new demographic trends, the Town faces a housing crisis that is similar to other college towns and small cities throughout the country. Therefore, the University and the Town commit to ongoing communication regarding their respective futures and how that may impact housing, zoning, parking, and transportation.

7. Sustainability.

Both the University and the Town recognize the existential crisis from climate change. Both parties commit to conservation, sustainability, and resiliency efforts and the responsible stewardship of our local environment and natural resources. The University supports the Town's efforts to enact its 2017 Climate Action Goals to achieve carbon neutrality and to reduce its greenhouse gas emissions and build climate resilience. The Town supports the University's Carbon Zero initiative, which endeavors to make the University a carbon neutral campus over the next decade.

Both parties agree to continue conversations around resiliency hub planning and other joint sustainability goals. Additionally, the Town and the University will collaborate on the following:

- a. Water and Sewer. The Town shall provide to the University full water and wastewater services through the Amherst Water Department and the Amherst Wastewater Department. The University and the Town will continue to collaborate on conservation and cost-savings measures. In addition to the fee-based water testing already operated by the Town, the Town will provide effluent water to the University to use as it explores the feasibility of a fee-based water re-use program. The University acknowledges the Town's investment of \$18 million in a new Centennial Water Treatment Facility to ensure there is adequate supply and quality to meet the needs of the Town and the University and to provide added resiliency for all.

The Amherst Water Department is the responsible authority for the water on campus. The University is responsible for maintenance of the water infrastructure on campus. The University (as a customer) and the Town will coordinate with the Amherst Water Department regarding new construction and plumbing modifications on campus, specifically with respect to backflow devices.

Both parties commit to discuss future sustainability plans related to energy, effluent, and water usage, including:

- The University and the Town acknowledge that the use of effluent from the Town's wastewater treatment facility has environmental benefits, and further recognize that the University's long-term carbon reduction plans are expected to reduce the volume of effluent use on campus. Therefore, as the Town considers implementing or modifying fees for use of effluent from the Town's wastewater treatment facility, the Town agrees to discuss a proposed fee structure with the University that takes into account all costs to ensure an overall cost effective model for effluent that enables the benefits of its use.
- Continued collaboration and communication around planning for future water needs and efficiencies.
- Commitment to explore a split rate for irrigation as part of the Town's study of its water rate structure and possible alternatives.
- Commitment to share data, information, and possible initiatives for clean energy and sustainability initiatives.
- The Town and University will make reasonable efforts to give the other party reasonable notice of any planned changes in water/sewer rates or usage. The Town will give the University at least a 6-months notice of water and/or sewer rate increases and

the University will give the Town notice of any planned changes likely to have a notable impact on the campus' use of water and sewer

The Town and the University also acknowledge that their respective sustainability efforts have contributed to a lower carbon footprint and greater water conservation. The parties pledge to jointly explore grant funding for sustainability projects of mutual benefit.

8. Education.

The Amherst Regional Public Schools (ARPS) and the Amherst Elementary Schools (AES) provide, as required by statute, educational services to all K-12 aged children residing in the Town, including in tax-exempt University housing. The University will pay ARPS and AES a total of \$200,000 annually to support the education of K-12 students living in university housing.

9. Occupancy Fee.

The University will provide The Town of Amherst funding equal to that of a 6% occupancy fee for each occupied room per night at Hotel UMass, excluding rooms paid for by University of Massachusetts accounts. Payments will be made via electronic payment on a quarterly basis. The University also agrees to provide the Town advance notice if it contemplates a change of use for the hotel property.

10. Other.

The Town and the University may agree to make additional addenda to this document as issues and opportunities emerge.

11. Terms.

The Term of this agreement shall be for five (5) years, retroactive to July 1, 2022, and shall expire on June 30, 2027. The Town and the University enter into this agreement understanding that changes may be necessary over the life of this agreement.

12. Governing Law.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Parties submit to the jurisdiction of the state courts in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this contract.

13. Whole Agreement.

This agreement embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them.

14. Alteration or Termination of Agreement.

In the event that the Town or the University experience changes that materially affect the principles of equity or cost allocation set forth in this agreement, or, if relevant, new information becomes available, the party so affected may initiate, and the other party may agree to participate in, discussion of amended terms and conditions to this agreement so as to preserve the underlying principles of equity and allocation of the cost of this agreement. Any modification shall be made by written mutual agreement, and shall become effective only when signed by both parties. Either party may terminate this agreement by giving written notice to the other party 180 days in advance of when the termination is to take effect.



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