

Memorandum of Understanding

This Memorandum of Understanding (this "MOU") is entered into by and between the Trustees of Amherst College, a Massachusetts nonprofit institution of higher education (the "College"), and the Town of Amherst, a Massachusetts municipal corporation (the "Town").

Recitals

The Town acknowledges that the College is a major contributor to the economic vitality of the region, generating approximately \$484 million in annual economic activity, directly or indirectly supporting 2,720 jobs, and contributing \$1 million for the Town's Jones Library expansion and renovation project. The Town further acknowledges that the College's students spend more than \$1.5 million per year locally on groceries, dining, entertainment, clothing, and transportation. Likewise, the College acknowledges the benefits the Town brings through its significant investment in roads and public infrastructure, commitment to housing affordability, promotion of vital downtown and village centers, and miles of conservation trails, all of which supplement and support the College's mission. The parties are entering into this MOU for the purpose of building on the already strong relationship between them.

Terms

1. **Voluntary Contributions.** Subject to Section 2 and the other terms of this MOU, the College will make the following voluntary monetary contributions to the Town:
 - a. Seven Hundred Fifty Thousand Dollars (\$750,000) in the first municipal fiscal year during the Term of this MOU;
 - b. Seven Hundred Seventy-Two Thousand Five Hundred Dollars (\$772,500) in the second municipal fiscal year during the Term of this MOU;
 - c. Seven Hundred Ninety-Five Thousand Six Hundred Seventy-Five Dollars (\$795,675) in the third municipal fiscal year during the Term of this MOU (said contribution, together with the contributions described in Sections 1(a) and 1(b), being referred to herein as the "Annual Contribution"); and
 - d. A one-time contribution of Two Hundred Fifty Thousand Dollars (\$250,000) in the third municipal fiscal year during the Term of this MOU (the "One-Time Contribution," and together with the Annual Contribution, the "Contributions"). The timing of the One-Time Contribution is intended to coincide with the fulfillment in February 2027 of the College's previous pledge to the Friends of the Jones Library to fund improvements to the Jones Library.

2. **Nature of Contributions.** The College shall be under no legal obligation to make the Contributions. The College may, at any time and in its sole and absolute discretion, reduce the amount of the Contributions, alter the schedule for paying the Contributions, and/or cease making the Contributions entirely, and the Town shall have no legal or equitable recourse whatsoever against the College in connection with any of the foregoing. If the College intends to reduce the amount of, alter the schedule of, or cease making the Contributions, it will provide the Town with advance notice for budgeting purposes to the extent practicable.

3. **Application of Contributions.** To the extent that the College makes the Contributions in full, the Town will apply them as set forth in subsections (a) through (d) below. To the extent that the College increases or reduces the amount of the Contributions, the Town will apply them *pro rata* in accordance with subsections (a) through (d) below.
 - a. Two Hundred Fifty Thousand Dollars (\$250,000) of the Annual Contribution will be used for the Town’s fire and ambulance services, and the parties agree that such contribution shall be in lieu of, and shall prohibit the Town from charging, any fees which may otherwise be imposed by the Town for services rendered by the Town’s Fire Department to the College;

 - b. Two Hundred Fifty Thousand Dollars (\$250,000) of the Annual Contribution will be used for investments in roads, sidewalks, and public infrastructure in the Amherst Business Improvement District;

 - c. Two Hundred Fifty Thousand Dollars (\$250,000) of the Annual Contribution will be used for the Amherst Public Schools and/or the Amherst Regional School District; and

 - d. The One-Time Contribution will be used for (i) replacement of the Central Fire Station, and/or (ii) replacement of the Department of Public Works building.

4. **Meetings.** To continue the history of strong communication between them, the College and the Town will facilitate and attend the following meetings:

Attendees	Frequency	Purpose
College President plus senior staff as necessary; Town Manager plus staff as necessary; Town Council President and Vice-President	1x/semester	Discuss all matters of mutual interest, which may include sustainability, grant opportunities, housing, zoning, public education, public safety, public health, and emergency preparedness
College President and/or designee(s); Town Manager and/or designee(s)	1x/month	Discuss all matters of mutual interest (see above)

College President and/or designee(s); Town Manager and/or designee(s)	3x/year	One meeting on planning, housing, and growth; one meeting on economic development; one meeting on public infrastructure
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In addition, the College will participate in the economic development working group, composed of officials from the Town, the College, and the University of Massachusetts, which will work creatively on short-, mid-, and long term economic development opportunities.

5. **Term and Termination.** This MOU shall begin on July 1, 2025 and continue for a period of three years until June 30, 2028, unless earlier terminated as provided herein. Either party may terminate this MOU for convenience by providing 90 days' written notice of termination to the other party.

6. **Governing Law; Disputes.** Subject to the remainder of this section, this MOU shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and each party hereby submits to the jurisdiction of the state courts in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this MOU. Notwithstanding the foregoing, this MOU is only intended to be an expression of the parties' intention to continue working with each other on a collaborative basis; it is not intended to be a binding contract and it does not create legally enforceable obligations on either party. EACH PARTY HEREBY WAIVES ALL RIGHTS TO BRING AN ACTION TO ENFORCE THIS MOU OR TO SEEK DAMAGES OR OTHER RELIEF PURSUANT TO THIS MOU IN ANY COURT OR OTHER FORUM.

7. **Notices.** Notices given pursuant to this MOU should be hand-delivered or sent by U.S. Mail or nationally recognized courier service as follows:

If to the College:
 Amherst College
 Attn: Office of the President
 03 Converse Hall
 100 Boltwood Avenue
 Amherst, MA 01002

If to the Town:
 Town of Amherst
 Attn: Town Manager
 4 Boltwood Avenue
 Amherst, MA 01002

8. **Amendment.** This MOU may be amended only in writing signed by authorized officials from each party.

[SIGNATURE PAGE FOLLOWS]

Town of Amherst, Massachusetts



By: Paul Bockelman, Town Manager

February 6, 2025

Trustees of Amherst College



By: Michael Elliot, President

February 7, 2025