

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing a Tax Increment Exemption Agreement for a qualified Housing Development (HD) Project with 291 Jackson Street, LLC.

WHEREAS, the City of Lowell is a “Gateway Municipality” pursuant to Massachusetts General Laws Chapter 23A section 3A; and

WHEREAS, the City Council and the City Manager are the municipal officers of the City of Lowell, as defined by the Massachusetts General Laws Chapter 121B, section 48; and

WHEREAS, 291 Jackson Street, LLC plans to invest at least \$35 million to construct 100 market rate residential units at 291 Jackson Street, Lowell, MA; and

WHEREAS, the City of Lowell agrees to grant 291 Jackson Street, LLC an exemption to the real property taxes due on the Property pursuant to Massachusetts General Laws Chapter 59.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL:

That the City Council of the City of Lowell approves the 291 Jackson Street, LLC Tax Increment Exemption Agreement and forwards said application for certification to the Executive Office of Housing and Livable Communities (EOHLC) for its approval and endorsement.

BE IT FURTHER VOTED:

That the City Council of the City of Lowell authorizes the City Manager to enter into a Tax Increment Exemption Agreement with 291 Jackson Street, LLC.

BE IT FURTHER VOTED:

That the City Manager be and hereby is authorized to execute and modify any and all other documents related to a Tax Increment Exemption Agreement with 291 Jackson Street, LLC, on such terms and conditions as the City Manager deems in the best interest of the City of Lowell.

Execution Version

HOUSING DEVELOPMENT INCENTIVE PROGRAM
TAX INCREMENT EXEMPTION AGREEMENT

Between

City of Lowell, MA

and

291 Jackson Street, LLC

This TAX INCREMENT EXEMPTION AGREEMENT ("Agreement") is made as of the _____ day of _____, 2025 ("Effective Date") by and between the City of Lowell, Massachusetts, a municipal corporation with an address of 375 Merrimack Street, Lowell, MA 01852 ("Municipality") and 291 Jackson Street, LLC, a Massachusetts limited liability company with an address c/o Lupoli Companies, 280 Merrimack Street, Lawrence, MA 01843 (the "Sponsor").

Section 1 - Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this Agreement regarding a tax increment exemption pursuant to the Housing Development ("HD") Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 ("HD TIE"), with respect to the Property, as herein defined.

Section 2 - Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project (other than non-residential space awaiting non-residential tenant fit-out work).
- EOHLC: The Executive Office of Housing and Livable Communities
- Event of Default: An "Event of Default" as defined in Section 5 below.
- Final Certification: Determination by EOHLC that the Sponsor has completed the construction of the Project, consistent with the Project Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HDIP AMI: Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3.

HD Project: A Certified Housing Development Project, as defined in the Act and the Regulations.

HD Zone: The Housing Development Zone adopted by Lowell’s City Council on July 24th, 2012 and approved by EOHLC, as evidenced by a Certificate of Approval dated October 5th, 2012 and recorded with the Middlesex North Registry of Deeds at Book 27245, Page 5.

Lead Municipality: City of Lowell, MA

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1 hereof.

Project: The construction on the Property of a structure containing approximately 100 market rate residential apartments, accessory parking, and ground floor commercial, retail, restaurant, civic or cultural uses (the “Building”), and related landscape and streetscape improvements. Notwithstanding the foregoing, all or a portion of the ground floor space designated for such non-residential purposes may be converted to additional residential units upon prior notice to the City and compliance with the terms of that certain Amended and Restated Land Disposition Agreement dated of even date herewith governing the Property.

Project Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLC

Property: 291 Jackson Street, as shown on Exhibit 1, “Map of Property” and further described on Exhibit 2, “Legal Description of Property”. The Property comprises Parcel 5 in the HCID.

Regulations: 760 CMR 66.00 *et seq.*

Sponsor: 291 Jackson Street LLC, a Massachusetts limited liability company with an address c/o Lupoli Companies, 280 Merrimack Street, Lawrence, MA, 01843, and its successors and assigns.

Section 3 - Sponsor’s Covenants

- A. Construction of the Project. Sponsor will undertake the construction of the Project in accordance with the work and schedule set forth in the Project Plans.
- B. Market Rate Residential Units.
 - 1) There shall be approximately 100 residential rental units created in the Project, of which 100% shall be MRRUs. The unit mix is currently contemplated to be comprised of studios, one-bedroom units and two-bedroom units, in order to provide a diversity of housing options in the area of the Project, which is in furtherance of the goals of the Act. The monthly rent for such units shall be priced to be affordable to households as set forth in Exhibit 3, “Market Rate Residential Units – Estimated Pricing Plan.”

- 2) Sponsor shall use good faith efforts to maintain the units at the Project as MRRUs for a minimum of seven (7) years.
- C. Marketing. Sponsor shall cause the MRRUs to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the Project Plans.
- D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including, but not limited to, submitting applications to EOHLC for Conditional Certification and Final Certification, consistent with the requirements of the Act and the Regulations.

Section 4 - Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to M.G.L. Chapter 59 according to the following terms.

- A. Base Value. \$199,500
- B. MRRU Percentage. 100%. The MRRU Percentage shall be confirmed as required in Paragraph F of this Section 4.
- C. Exemption Percentage. Commencing on the Effective Date, which shall be as follows:

TIE Fiscal Year	TIE Exemption %
1	96%
2	95%
3	94%
4	93%
5	86%
6	85%
7	84%
8	83%
9	76%
10	75%
11	74%
12	73%
13	66%
14	65%
15	62%

- D. The Increment. As defined at 760 CMR 66.06(1)(b)(3).
- E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

- F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption-Confirmation of Calculation” in the form attached hereto as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control.

Section 5 - Default

- A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

- 1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at Section 66.05(4)(b), if Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and such default continues beyond thirty (30) days after written notice thereof is provided by the Municipality; provided, however, that if the cure of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default, provided that the Sponsor shall have commenced to cure such default within the initial thirty (30) day period and such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
- 2) Breach of Covenant Subsequent to Final Certification. Subject to the limitations set forth in the Regulations at Section 66.05(5), and as determined by EOHLC, if Sponsor’s conduct is materially at variance with the representations made in its Project Plans, such variance is found to frustrate the public purposes that Final Certification was intended to advance, and such default continues beyond thirty (30) days after written notice thereof is provided from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period and such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.
- 3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished by the Sponsor in connection with this Agreement shall prove to be false in any material respect.

- B. Rights on Default.

- 1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.
- 2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:

- a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the Fiscal Year in which EOHLC determines that a material variance commenced.
 - b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.
 - c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.
- 3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to EOHLC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 - Miscellaneous

- A. HD TIE Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLC's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The HD TIE effective date shall be confirmed as required by Paragraph F of this Section 6.
- B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE, unless earlier terminated as provided in Section 5.H below.
- C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:
 - 1) Until Completion, the status of construction in relation to the schedule contained in the Project Plans;
 - 2) Until Completion, the status of marketing in relation to the Project Plans; and
 - 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent Fiscal Year, and the monthly rent charged.
- D. Assignment. The Sponsor shall not assign any interest in this Agreement without the prior written consent of the Municipality, which approval shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

- E. Notices. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and (i) delivered personally, (ii) sent by recognized overnight courier, receipt confirmed, or (iii) sent by certified mail, postage prepaid, as follows, and shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified mail, three (3) days after the day on which mailed or, if sent by nationally recognized overnight delivery service, on the day after delivered to such delivery service, as follows:.

Sponsor:

c/o Lupoli Companies, LLC
290 Merrimack Street
Lawrence, Massachusetts 01843
Attention: Salvatore Lupoli

with a copy to:

Mintz, Levin, Cohn, Ferris and Glovsky, P.C.
One Financial Center
Boston, MA 02111
Attention: Kurt Steinkrauss, Esq.

Municipality:

Thomas A. Golden, Jr., City Manager
City of Lowell
375 Merrimack Street
Lowell, MA 01852-5985

With a copy to:

Corey Williams, Esq.
City Solicitor
Law Department –City Hall
375 Merrimack Street
Lowell, MA 01852-5986

Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

- F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

- G. Other Provisions. This Agreement may be executed in counterparts which together, shall form but one original. No employee, official, agent, representative, member, manager or party of either party shall have any liability under this Agreement. This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts. Any action arising under this Agreement shall be tried in a court of competent jurisdiction sitting in Middlesex County or Suffolk County, Massachusetts. The Sponsor's liability under this Agreement shall be limited to its interest in the Property.
- H. Expiration. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall automatically terminate without the need for further action by either party, if a Certificate of Occupancy has not been issued for the Building by the seventh (7th) anniversary of the Effective Date.

[Signatures on following page]

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its City Manager as of the day and year first above written.

MUNICIPALITY

CITY OF LOWELL

By: _____
Thomas A. Golden, Jr.
City Manager

By: _____
Ellen M. Brideau
City Assessor

Approved as to form:

By: _____
Corey Williams, Esq.
Lowell City Solicitor

Attest:

By: _____
Michael Geary
City Clerk

PROPERTY OWNER

291 JACKSON STREET, LLC

By: _____

Name: _____

Title: _____

[Signature page to TIE Agreement]

EXHIBIT 1
PLAN OF PROPERTY

[See attached]

Plan of Land
291 Jackson Street, Lowell, MA



GIS ID 3200-291
Parcel ID 0160 3200 0291 0000
Legal Address 291 JACKSON ST
Legal Owner 291 JACKSON STREET LLC
Legal Area 22688 sq ft
Book/Page 35861/170

EXHIBIT 2

DESCRIPTION OF PROPERTY

291 Jackson Street, Lowell, Massachusetts

The land in Lowell, Middlesex County, Commonwealth of Massachusetts shown as Lot 5 on a plan entitled "Phase I, Definitive Subdivision Plan of Land, Hamilton Canal District, located in Lowell, Massachusetts," dated January 30, 2009, revised February 25, 2009 and March 16, 2009, prepared by Meridian Associates, recorded in the Middlesex North Registry of Deeds as Plan Book 228, Plan 127, Sheet 5 of 12.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS — PRICING PLAN

HDIP AMI: \$64,200, as may be amended from time to time consistent with changes in the Pricing Area.

Pricing Area: Includes the following 2020 Census Tracts: 3128, 3883, 3125.02, 3124, 3120, 3105, 3111, 3112, 3129, 3101.01, 3118, and 3120.

Proposed Initial Monthly Rents:¹ \$2,100 (studio), \$2,450 (1-BR) and \$3,100 (2-BR).

¹ Rents are subject to change at the Sponsor's discretion.

EXHIBIT 4

TAX INCREMENT EXEMPTION — CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated _____, 2025 by and between the City of Lowell and 291 Jackson Street, LLC, a Massachusetts limited liability company with an address c/o Lupoli Companies, 280 Merrimack Street, Lawrence, MA 01743, with respect to the property located at 291 Jackson Street, Lowell, MA (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: [_____]
2. The MRRU is: 100%
3. The assessed value of the residential portion of the Property upon Completion is: [\$_____]
4. To the extent that the dates or figures in this "Tax Increment Exemption - Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement. +
5. This Confirmation of Calculation may be executed in counterparts which together, shall form but one original.

[Signatures on following page]

Executed as an instrument under seal as of the ____ day of _____, 202_.

MUNICIPALITY

CITY OF LOWELL

By: _____
Thomas A. Golden, Jr.
City Manager

By: _____
Ellen M. Brideau
City Assessor

Approved as to form:

By: _____
Corey Williams, Esq.
Lowell City Solicitor

Attest:

By: _____
Michael Geary
City Clerk

SPONSOR

291 JACKSON STREET, LLC

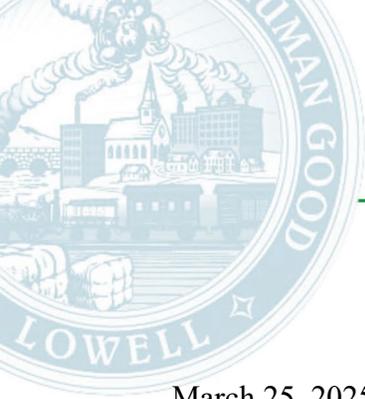
By: _____

Name: _____

Title: _____

Exhibit 4-2

[Signature Page – Confirmation of Calculation (291 Jackson Street)]



Thomas A. Golden, Jr.
City Manager

March 25, 2025

Mayor Daniel Rourke
and
Members of City Council

REFERENCE: HCID TIE Agreements

Dear Mayor Rourke and Members of The City Council,

On March 11, 2025, the City Council, in executive session, voted to approve (9-2) Tax Increment Exemption Agreements for parcels 2-5 in the Hamilton Canal Innovation District.

I am requesting the City Council confirm their approval by authorizing the City Manager to execute two (2) Tax Increment Exemption Agreements for 291 Jackson Street LLC (Parcel 5) and 341 Jackson Street LLC (Parcels 2-4). The TIE agreements are to support the development of a minimum of 270 units of market rate rental units across both locations.

If you have additional questions about this project, please do not hesitate to contact Assistant City Manager/DPD Director Yovani Baez-Rose at 978-674-4252.

Sincerely,

Thomas A. Golden Jr.
City Manager