

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

**THE TOWN OF ARLINGTON REDEVELOPMENT BOARD,
THE TOWN OF ARLINGTON DEPARTMENT OF PUBLIC WORKS,
THE TOWN OF ARLINGTON INSPECTIONAL SERVICES DEPARTMENT, AND
THE TOWN OF ARLINGTON DEPARTMENT OF INFORMATION TECHNOLOGY**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this _____ day of March, 2021, by and between the Town of Arlington’s Redevelopment Board (“Redevelopment Board”), the Town of Arlington’s Department of Public Works (“DPW”), the Town of Arlington’s Inspectional Services Department (“Inspectional Services”), and the Town of Arlington’s Department of Information Technology (“IT Department”). The Redevelopment Board, DPW, Inspectional Services and IT Department may hereafter be referred to as “Party” or “Parties.”

WHEREAS, the property located at 23 Maple Street (“the property”) is owned and managed by the Redevelopment Board; and

WHEREAS, certain employees from the DPW’s Engineering Division, Inspectional Services and IT Department will begin use of the property on or about April 1, 2021 for their regular and customary work as employees of the Town of Arlington; and

WHEREAS, the parties seek to set forth the parameters for their use of the property for official Town of Arlington business so that any impact on the neighborhood and its residents will be minimized;

WHEREAS, an “ordinary work day” shall be defined as a Monday, Tuesday, Wednesday, Thursday or Friday between the hours of 8:30 A.M. and 5:00 P.M.;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1. ORDINARY WORK DAY USE OF 23 MAPLE STREET BY TOWN OF ARLINGTON EMPLOYEES.

- A. Beginning on or about April 1, 2021, the property will be used by certain Town of Arlington employees from the IT Department, Inspectional Services and the DPW’s Engineering Division.
- B. The use of the property by Town of Arlington employees shall occur as follows:
 - (1) Town of Arlington Inspectional Services employees shall occupy the first floor of the property for their regular and customary work. It is expected that the number of Town of Arlington Inspectional Services employees

working at the property during an ordinary work day will be approximately eight (8) employees.

(2) Town of Arlington DPW Engineering Division employees shall occupy the second floor of the property for their regular and customary work. It is expected that the number of Town of Arlington DPW Engineering Division employees working at the property during an ordinary work day will be approximately six (6) employees.

(3) Town of Arlington IT Department employees shall occupy the third floor of the property for their regular and customary work. It is expected that the number of Town of Arlington IT Department employees working at the property during a work day will be approximately four (4) employees.

C. It is understood and agreed by the parties that employees from the IT Department, Inspectional Services and the DPW's Engineering Division may need to access and use the property on occasions outside the defined "ordinary work day" hours for their work as Town of Arlington employees and that such access and use of the property is permitted.

D. All parties agree that use of the property shall at all times be considerate of neighbors of the property and use of the property will comply with any applicable noise ordinance and idling restrictions contained in the Town of Arlington By-Laws.

E. Pursuant to Town of Arlington Bylaw Title V Section 4, smoking is hereby prohibited in the Town Arlington in accordance with M.G.L. Ch. 270, §22 (commonly known as the "Smoke-free Workplace Law). Pursuant to M.G.L. Ch. 270, §22(j) no person shall smoke in the area within twenty (20) feet of an entranceway accessible to the public at any municipal building, childcare facility or health care institution, except that this shall not apply to a smoker transiting through such 20-foot area.

SECTION 2. PARKING OF TOWN OWNED OR TOWN EMPLOYEE VEHICLES.

A. The parties agree and understand that there are a limited number of parking spaces available for use by Town of Arlington employees from the IT Department, Inspectional Services and the DPW's Engineering Division while they use the property located at 23 Maple Street for their regular and customary work. Specifically, there a total of six (6) parking spots located at 23 Maple Street and an additional eleven (11) parking spots available for use by the Parties in the parking lot behind the Verizon building located at 67 Pleasant Street, on the corner of Maple Street and Pleasant Street in Arlington.

- B. The six (6) parking spots located at 23 Maple Street and shown on the attached plan shall be marked and designated for use during an ordinary work day as follows:
 - (1) Three (3) such spots shall be marked and designated for use by Town of Arlington Inspectional Services employees;
 - (2) Two (2) such spots shall be marked and designated for use by Town of Arlington DPW Engineering Division Employees; and
 - (3) One (1) such spot shall be marked and designated for use by Town of Arlington IT Department employees.

- C. The eleven (11) parking spots available for use by the Parties in the parking lot behind the Verizon building located at 67 Pleasant Street, on the corner of Maple Street and Pleasant Street in Arlington shall be marked and designated for use during ordinary work day hours as follows:
 - (1) Five (5) such spots shall be marked and designated for use by Town of Arlington Inspectional Services employees;
 - (2) Four (4) such spots shall be marked and designated for use by Town of Arlington DPW Engineering Division Employees; and
 - (3) Two (2) such spot shall be marked and designated for use by Town of Arlington IT Department employees.

SECTION 3. PARKING OF PRIVATE VEHICLES FOR THE PURPOSE OF CONDUCTING BUSINESS WITH TOWN DEPARTMENTS LOCATED AT 23 MAPLE STREET.

- A. The two (2) parking spaces located on Maple Street directly in front of the subject property located at 23 Maple Street shall be marked and designated as “23 Maple Street - Business Only” for use during the ordinary work day hours as defined in this agreement. Parking in the two (2) “23 Maple Street - Business Only” spots shall be designated by appropriate signage and such parking shall be limited to a maximum of thirty (30) minutes by any individual vehicle.

- B. Any vehicle parked in a “23 Maple Street - Business Only” parking spot must have its engine turned off. Idling while in a “23 Maple Street - Business Only” parking spot is prohibited.

- C. Parking in the two (2) designated “23 Maple Street - Business Only” spots on days and times outside of the ordinary work day hours as defined in this agreement shall be open to usual and ordinary residential parking.

SECTION 4. MODIFICATIONS TO PROPERTY AND SIGNAGE

No tenant shall make any interior modifications to the property, parking layout, usage, or affix any signage to the building without express review by the Director of Planning and Community Development and, in the case of signage or any requests for exterior modifications, review and approval by the Arlington Historic Districts Commission.

SECTION 5. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall take effect on or about April 1, 2021 and shall run for a period of eighteen (18) months during construction of the DPW building campus. This MOU may be extended by mutual agreement of the Parties.

SECTION 5. AMENDMENTS

Thus MOU may be modified or amended only in writing duly executed by all Parties. It may not be amended or modified by oral agreements between the parties unless they are in writing duly executed by the Parties.

SECTION 6. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations, negotiations, and discussions of the parties, whether oral or written. There are no representations by either party which are not specifically set forth in this agreement.

SECTION 7. COUNTERPARTS

This agreement shall be executed in duplicate counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

SECTION 8. SEVERABILITY

If any provision of this MOU is held to be unenforceable, invalid or illegal, such provision shall be deemed severable from the MOU and the remainder of the MOU shall remain fully valid and enforceable.

SECTION 9. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION 10. AUTHORITY TO EXECUTE AGREEMENT

The parties to this MOU represent and warrant that each has the right, power and authority to execute this MOU.

