

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

**THE TOWN OF ARLINGTON REDEVELOPMENT BOARD,
THE TOWN OF ARLINGTON, TOWN MANAGER**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ of April, 2023, by and between the Town of Arlington’s Redevelopment Board (“Redevelopment Board”), and the Town of Arlington, Town Manager (“the Town”). The Redevelopment Board and the Town of Arlington may hereafter be referred to as “Party” or “Parties.”

WHEREAS, the properties located at 23 Maple Street, 20 Academy Street “the Central School Building”, and 611 Massachusetts Avenue “the Jefferson Cutter House” (collectively “the properties”) are owned and managed by the Redevelopment Board and are part of the “Civic Block” of Arlington; and

Comment [KL1]: Per Warrant Article 22

WHEREAS, the Redevelopment Board successfully restored and redeveloped such properties pursuant to its mission and Urban Renewal authorities under State Law; and

WHEREAS, The Town seeks now seeks to transfer custody and maintenance of these properties from the Redevelopment Board to the Office of Town Manager in order for the Town to more efficiently manage future construction of building renovations and/or rehabilitation projects on the properties and provide for streamlined maintenance and public use of the properties; and

WHEREAS, the parties have no immediate plans for changes in uses or tenancies of the properties; and

WHEREAS, the parties seek to set forth the parameters for the solicitation of public and/or private tenant leases and/or the future disposition of the properties to other Town agencies and departments;

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

**SECTION 1. CONDITIONS FOR DISPOSAL OF ARLINGTON REDEVELOPMENT AUTHORITY
PROPERTIES TO THE TOWN OF ARLINGTON**

- 1) The properties shall be transferred from the Redevelopment Board to the “Town of Arlington” and as such under purview of the Town Manager like all other Town-owned properties, contingent on Town Meeting approval of warrant articles 21, 22 and 23 of the 2023 Annual Town Meeting Warrant;
- 2) Maintenance, rehabilitation and any construction or reconstruction of the properties shall thereafter be managed by the Facilities Department at the direction of the Town Manager and Capital Planning Committee as appropriate consistent with the Town

Comment [KL2]: Consistent with language in the Warrant Articles

Manager Act;

- 3) Service of future lease agreements including but not limited to collection of rent, tenant disputes and complaints, room rental and event management shall be managed by the Town Manager or their designee;
- 4) The Town Manager shall afford the Redevelopment Board or its designee the opportunity to participate in any future solicitation of leases for tenancies of any kind in each or any of these properties;
- 5) Consistent with its broader planning role and the Arlington Master Plan, the Manager shall particularly seek the advance advice and consultation of the Redevelopment Board or its designee with respect to the following:
 - a. Any significant change in use of the properties (each of which currently provide civic benefits through use as community space, artistic and cultural resources, and government offices (including community services) distinct from Civic Block uses;
 - b. Increased intensity of use of the properties as offices for Town Departments;
 - c. Any disposition proposals of the properties; and
 - d. Any proposal to afford parking rights at 23 Maple Street to non-tenants of 23 Maple Street; and
- 6) The Manager and Redevelopment Board shall confer with respect to long-term redevelopment scenarios of 23 Maple Street at their earliest mutual convenience.

SECTION 2. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall take effect on or about June 30, 2023 or upon positive vote of Town Meeting for warrant articles 21, 22, 23 and exist in perpetuity or upon the disposal of each of these properties to a private party exclusive to the property sold.

This 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 3. 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 6. 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 7. 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 8. GOVERNING LAW

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

SECTION 9. AUTHORITY TO EXECUTE AGREEMENT

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

IN WITNESS WHEREOF, the Parties hereto, through duly authorized representatives have executed this MOU.

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ARLINGTON REDEVELOPMENT BOARD:

By:

Date:

TOWN OF ARLINGTON

By:

Date: