

COOPERATION AGREEMENT

by and between

TOWN OF ARLINGTON

and

ARLINGTON REDEVELOPMENT BOARD

with respect to the

SYMMES HOSPITAL CONSERVATION AND

IMPROVEMENT PROJECT

THIS COOPERATION AGREEMENT entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the TOWN OF ARLINGTON, a municipal corporation of The Commonwealth of Massachusetts, acting by and through its Board of Selectmen and the Town Manager (hereinafter called the "Town") and the ARLINGTON REDEVELOPMENT BOARD, organized pursuant to the provisions of Chapter 738 of the Acts and Resolves of 1971, as amended (hereinafter called the "ARB").

WITNESSETH THAT:

WHEREAS, the ARB has, pursuant to the provisions of Chapter 121B of the General Laws, undertaken and conducted surveys, studies and inspections, and has prepared and adopted an Urban Renewal Plan for an area in the Town, known as the Project Area of the Symmes Hospital Conservation and Improvement Project (hereinafter called, respectively, the "Project Area" and the "Project"); and

WHEREAS, the ARB and the Board of Selectmen and the Town Manager of the Town have found that it is necessary and in the public interest that the ARB undertake and otherwise carry out the Project; and

WHEREAS, the ARB, acting as the Planning Board of the Town, has found that the Urban Renewal Plan (hereinafter called the "Plan") is based on a local survey and conforms to the Comprehensive Plan for the locality as a whole; and the ARB, Board of Selectmen and the Town Manager have approved the Plan; and

WHEREAS, the ARB will present to the Board of Selectmen and the Town Manager of the Town an estimated budget for the Project, which budget shall be subject to the approval of the Board of Selectmen and the Town Manager, and further the Arlington Redevelopment Board will provide quarterly financial reports to the Board of Selectmen, Town Manager and the Finance Committee; and

WHEREAS, funds will be appropriated by the October 1 Special Town Meeting to fund the acquisition, planning, operating and other costs of the project; and

WHEREAS, it is necessary that the Town provide the financial assistance for the acquisition of property in the Project Area and the undertaking and carrying out of the Project; and

WHEREAS, the October 1, 2001 Special Town Meeting has voted to approve the Urban Renewal Plan under Article 2 and to provide funds under said Article, and has authorized the execution of this Agreement under said Article;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto do hereby covenant and agree as follows:

(1) The ARB will undertake the Project in accordance with the Plan, subject to the favorable finding and approval of the Massachusetts Department of Housing and Community Development, and will commence and carry out as expeditiously as possible and in a sound, economical, and efficient manner each successive phase thereof as funds are made available therefore,

(2) The Town will from time to time provide appropriate assistance including, but not limited to, the advancing of funds as provided in the vote under said Article 2.

(3) The ARB will keep full and accurate books and records with respect to all matters covered by the Project in accordance with Town procedures and rules and regulations of the Massachusetts Department of Housing and Community Development.

(4) The ARB will not dispose of the land if such disposition requires a zoning change unless such change is first approved by Town Meeting.

(5) In accordance with the Plan the ARB and the Town, acting through the Selectmen and the Town Manager, will cooperate in such other ways as may be necessary for, or appropriate to, the undertaking and carrying out of the Project in all its phases, including, without limiting the generality of the foregoing, changes in zoning, the establishing of new patterns of streets and other public ways, the location and relocation of other public facilities, and the relocation and/or improvement of utilities.

(6) The Town or the ARB may, from time to time, request changes in this Agreement. Such changes shall not materially affect this Agreement and shall not be effective unless and until mutually agreed upon by and between the Town and the ARB and incorporated in written amendments to this Agreement. .

(7) During the performance of this Agreement, the ARB agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national

origin, sex, age, ancestry or marital status. The ARB will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, age, ancestry or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ARB agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Massachusetts Commission against Discrimination setting forth the provisions of the fair employment practices law of The Commonwealth.

The ARB will, in all solicitations or advertisements for employees placed by or on behalf of the ARB, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, age, ancestry or marital status.

The ARB will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

(8) Neither the Town nor the ARB shall assign or transfer its respective interests in this Agreement without prior written consent of the other.

(9) No member, official or employee of the ARB shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

(10) The Town will take steps appropriate to assure that no member of its governing body, and no other Town official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

(11) To help defray the cost of the Project, the Town shall attempt to secure financial assistance from the Commonwealth of Massachusetts, acting through its Department of Housing and Community Development.

(12) The Town, acting through its Board of Selectmen and the Town Manager, shall take any and all such official action as is necessary to accomplish the following with respect to the Project Area:

- a) the vacating, abandoned and termination of such streets and other public rights-of-way as may, in the judgment of the ARB be necessary or desirable in carrying out the Plan;
- b) the termination and/or continuance of such licenses, authorities and permissions respecting the laying out, maintenance and use of public or private utilities or private water, storm drain, sewer, gas, electric and other utility or cable lines and/or facilities; and
- c) the laying out as public streets or ways which, in the judgment of the ARB, are necessary for pedestrian and vehicular circulation in the Project Area.

(13) To the extent authorized by law, the Town, acting by the Board of Selectmen and Town Manager will recommend to the proper boards or officers that any application or request for permission, approval or license respecting demolition, construction or alteration of any building or structure in the Project Area be granted to the extent that such demolition, construction or alteration will be consistent with the execution of the Project.

(14) The Town, acting through its Board of Selectmen or Town Manager will recommend to the proper boards or officers such actions as may be necessary or desirable, in the judgment of the ARB to permit the execution of the Project, consistent with the statutes, By-laws, rules and regulations regulating land use in Arlington and those provisions prescribing health, sanitation and community safety standards for buildings in Arlington.

(15) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable law.

(16) This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF the Town of Arlington and the Arlington Redevelopment ARB have respectively caused this Agreement to be executed on their behalf by officers duly authorized as of the day and year first above written.

Attest: (SEAL)

TOWN OF ARLINGTON

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Chairman, Board of Selectmen

By \_\_\_\_\_  
Town Manager



Approved as to Form:

\_\_\_\_\_  
Town Counsel

Attest:

ARLINGTON REDEVELOPMENT BOARD

\_\_\_\_\_  
Executive Director and  
Secretary, Arlington  
Redevelopment Board

By \_\_\_\_\_  
Chairman