



## Town of Arlington

730 Mass Ave  
Arlington, MA 02476  
[www.ArlingtonMA.gov](http://www.ArlingtonMA.gov)



**ARLINGTON  
AFFORDABLE  
HOUSING TRUST**

### **Town of Arlington/Affordable Housing Trust Acquisition, Creation, and Conversion Program Grant Agreement**

This GRANT AGREEMENT (the “Agreement”), effective on date of the last signature, shall be by and between the Town of Arlington through its Affordable Housing Trust (“Trust” or “Grantor”), established by a Special Town Meeting on November 18, 2020 pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and having its usual place of business at 730 Mass Ave Arlington, Massachusetts 02476, and [RECIPIENT NAME], [designation] [ADDRESS] (“ Recipient” or “Grantee”) (each is a “Party” and collectively, the “Parties”).

**WHEREAS**, the purpose of the Affordable Housing Trust shall be to provide for the preservation and creation of affordable housing units in the Town of Arlington for the benefit of low- and moderate-income households; and

**WHEREAS**, the Trust established the Acquisition, Creation, and Conversion Program for the benefit of low- and moderate-income households by providing financial assistance to create new affordable housing units and preserve existing housing units occupied by income eligible households for health and safety purposes, providing public benefit commensurate with the funding provided; and

**WHEREAS**, the Trust invited, pursuant to its statutory authority, the Request for Proposals for grants of funds for purposes consistent with the Acquisition, Creation, and Conversion Program; and

**WHEREAS**, in response thereto, the Recipient submitted a proposal for funding for purposes consistent with the Acquisition, Creation, and Conversion Program hereinafter referred to as the “Project”; and

**WHEREAS**, the Trust determined the Recipient’s project will assist low- and moderate-income households, and approved the Project as noted in the Grant Letter dated [DATE] or as amended; and

**WHEREAS**, Recipient is receiving financial assistance from the Town of Arlington through its Affordable Housing Trust to provide funding to create, rehabilitate, or convert a home located at [ADDRESS] in compliance with and the Grant Letter; and

**NOW THEREFORE**, the Trust and Recipient agree as follows:

1. **Term of Agreement.** The term of this Agreement (the “Term”) shall commence on the date of the last signature (the “Commencement Date”) and shall terminate on December 31, 2027 (the “Termination Date”).
2. **Use of Funds and Status as Subrecipient.** The Recipient acknowledges that any monies paid to it (the “Project Funds”) may be funded in whole or in part with federal Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act (“ARPA



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Funds”). Recipient acknowledges that ARPA Funds must be obligated by December 31, 2024 and spent by December 31, 2026. Recipient further acknowledges that it is a Recipient for purposes of this Agreement, as well as a subrecipient of ARPA Funds, as applicable. Recipient is responsible for complying with any and all requirements for the use of ARPA Funds. The Town reserves all rights at law or in equity if Recipient fails to expend any ARPA Funds awarded under this Agreement, or fails to expend ARPA funds in a manner consistent with any applicable laws. This provision shall survive the termination of this Agreement.

3. **Terms of Repayment.** The Recipient agrees that if they sell part or all of the property without the Trust’s prior written consent during the term of the Agreement, then the Trust may require payment in full the amount of the grant. The Recipient agrees that the Funds used to pay for the Project are subject to recapture at any time during the term of this Agreement or after the term of this Agreement should any information supplied prove to be deliberately false or misleading, including all application material.
4. **Payment.** Neither the Trust nor the Town is responsible for any monies required to complete the Project in excess of those awarded under this Agreement. Such excess monies shall be at the Recipient’s sole expense and must be available for the Project in advance of any Funds issued under this Agreement. The Trust agrees to pay submitted invoices in accordance with the procedures describes in the Grant Letter within 30 days.
5. **Compliance with Law.** Recipient shall complete the Project in accordance with all local, state and federal laws, including any local or state building code laws and regulations and obtaining any required permits.
6. **Low- and Moderate-Income Tenant Selection.** Recipient agrees to comply with the terms set forth in the Affirmative Fair Housing Marketing Plan as described in the Comprehensive Permit Project Guidelines established by EOHLIC for the entirety of the affordable housing deed restriction.
7. **Notice to Sell.** Recipient agrees to comply with the terms set forth in the Affirmative Fair Housing Marketing Plan as described in the Comprehensive Permit Project Guidelines established by EOHLIC. Recipient agrees to notify the Trust at least 60 days prior to the initial listing of a homeownership unit for sale.
8. **Enforcement.** The Parties agree and acknowledge that this Agreement shall be enforced by the Town and/or the Trust.
9. **Indemnification.** The Recipient shall indemnify, defend, and hold the Town and Trust, and its officers, employees, and agents (the “Indemnified Parties”) harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys’ fees, arising out of or directly from the Trust’s performance of the Project that is the subject of this Agreement or the negligence or misconduct of the Indemnified Parties. To the extent permitted by law, the Indemnified Parties shall not be personally liable under this Agreement.
10. **Successors and Assigns.** This Agreement is binding upon the Parties, its successors, assigns, and legal representatives. The Recipient may not assign this Agreement without prior written consent by the Town and/or Trust.



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- 11. Notice.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, or by electronic communication (e-mail).

As to the Trust:

Sarah Suarez, AICP  
Assistant Director of Planning and Community Development  
730 Mass Ave Annex  
Arlington, MA 02476  
[ssuarez@town.arlington.ma.us](mailto:ssuarez@town.arlington.ma.us)

As to the Recipient:

[add notice information for Recipient]

- 12. Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 13. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and any of its courts with competent jurisdiction.

[signature page follows]



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**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement.

Awardee: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF ARLINGTON**

Town Manager: \_\_\_\_\_

Date: \_\_\_\_\_

James Feeney

**APPROVED AS TO FORM**

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

Date: \_\_\_\_\_

Michael Cunningham

**APPROVED AS TO APPROPRIATION**

Comptroller: \_\_\_\_\_

Date: \_\_\_\_\_

Ida Cody



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**IN WITNESS WHEREOF**, the undersigned Homeowner(s) has/have affixed his/her signature(s) and seal(s) this day of \_\_\_\_\_.

Signed, sealed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Co-Recipient (if applicable)

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ COUNTY, ss \_\_\_\_\_, 20\_\_

On this date the above named personally appeared before me and proved to me through satisfactory evidence of identification, which was [ ] a current driver’s license, [ ] a current U.S. passport, [ ] my personal knowledge, to be the person/s whose name is signed on the preceding instrument, and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



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**IN WITNESS WHEREOF**, the undersigned Trust Designee has affixed his/her signature and seal this day of \_\_\_\_\_.

Signed, sealed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Trust Designee