



SUDBURY BOARD OF SELECTMEN
TUESDAY MAY 14, 2019
7:00 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
MISCELLANEOUS			
1.		<i>VOTE</i>	Vote to elect the Chairman and Vice-chairman of the Board of Selectmen.
2.		<i>VOTE</i>	Discussion on Eversource Rule of Necessity
3.		<i>VOTE / SIGN</i>	Vote to sign the Special Town Election warrant for June 4, 2019, which must be delivered to residents no later than May 28.
4.			Discussion on next steps with Camp Sewataro.
5.			Discuss topics to be assigned for the Spring 2019 Board of Selectmen Newsletter.
6.			Citizens' comments (cont)
7.			Discuss upcoming agenda items
CONSENT CALENDAR			
8.		<i>VOTE</i>	Vote to approve the FY20 rates for transfer station stickers as recommended by DPW Director Dan Nason, who is advising leaving them at the FY19 amounts.
9.		<i>VOTE</i>	Vote to accept, on behalf of the Town, a \$14,400 rebate check to be deposited into the Excelon/Select Utility Gift/Donation Account (as requested by William Barletta, Facilities Director), said funds to be accepted toward future energy saving opportunities, under the direction of the Energy Committee.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
10.		<i>VOTE</i>	Vote to appoint Douglas Frey as the Commission on Disability designee to the Transportation Committee, for a term ending 5/31/20, to replace Susan Iuliano who has resigned.
11.		<i>VOTE</i>	Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen as requested by Adam Duchesneau, Director of Planning and Community Development.
12.		<i>VOTE</i>	Vote to accept a Grant of Temporary Access and Construction Easement from Owner Leo Rotman on property located at 35 Stockfarm Road, Sudbury, said easement described as Temporary Construction Easement 45' Wide 210' Long, (the "Easement Premises") on a plan of land entitled Temporary Construction and Access Sketch, dated April 12, 2019, prepared by Town of Sudbury, Engineering Department (the "Plan").

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

1: Vote chair and vice-chair

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to elect the Chairman and Vice-chairman of the Board of Selectmen.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:none

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

2: Eversource rule of necessity

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Eversource Rule of Necessity

Recommendations/Suggested Motion/Vote: Discussion on Eversource Rule of Necessity

Background Information:

<https://www.mass.gov/advisory/advisory-05-05-the-rule-of-necessity>

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

Golden, Patricia

From: Rodrigues, Melissa
Sent: Wednesday, May 8, 2019 3:40 PM
To: Golden, Patricia
Subject: use this one

What is the rule of necessity?

If a member of a town or city board has a conflict of interest, that member will be disqualified from acting on that board matter. In some cases, especially when more than one member is disqualified, a board cannot act because it does not have a quorum or some other number of members required to take a valid affirmative vote. (If the number for a quorum is not set by law, a quorum is generally a majority of the board members.) In these instances, an elected board can use what is called the rule of necessity to permit the participation of the disqualified members in order to allow the board to act.

The rule of necessity is not a law written and passed by the Legislature. Rather, the rule of necessity was developed because judges applied it in their court decisions.

How does the rule of necessity work?

The rule of necessity works in the following way:

1. It may only be used if an elected board is legally required to act on a matter and it lacks enough members to take valid action solely because members are disqualified by the conflict of interest law from participating in the matter.

Example: A five member board has a meeting and all members are present. Three of the five members have conflicts. Three members are the quorum necessary for a decision. The two members without conflicts do not make a quorum. The board cannot act. The rule of necessity will permit all members to participate.

Example: A five member board has a meeting and four members are present (one member is sick at home). Two of the four present members have conflicts. A quorum is three. The one member who is sick at home does not have a conflict. The rule of necessity may not be used because there is a quorum of the board which is able to act. Because one member of the board is absent does not

permit use of the rule of necessity.

Example: A five member board has a meeting and all members are present. One member has a conflict and is disqualified. The vote is a two-to-two tie. The rule of necessity may not be used to break the tie. In general, a tie vote defeats the issue being voted on. Stated differently, a tie vote will maintain the status quo.

Example: All five members of a five member board are present. A quorum is three. However, one agenda item requires four votes, rather than the usual simple majority, for an affirmative decision. Two of the board members have conflicts. Although a quorum is available, the required four votes needed for this particular matter cannot be obtained without the participation of one or both of the members who have conflicts. The rule of necessity may be invoked and all five members may participate.

- The rule of necessity should be invoked by one or more of the otherwise disqualified members only upon advice from town or city counsel or the Ethics Commission because improper use of the rule could result in a violation of the conflict of interest law.
- If it is proper for the rule of necessity to be used, it should be clearly indicated in the minutes of the meeting that the board was unable to obtain a quorum due to disqualification of members and, as a last resort, **all** those disqualified may now participate under the authority of the rule of necessity. Each disqualified member who wishes to participate under the rule of necessity must first disclose publicly the facts that created the conflict.

Note: Invoking the rule of necessity does not require previously disqualified members to participate; it merely **permits** their participation.

2. The rule of necessity may only be used as a last resort. Every effort must be made to find another board capable under the law of acting in place of the board that could not obtain a quorum.

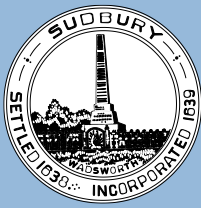
The rule of necessity is also applicable to individual elected municipal officials, such as the mayor of a municipality. For an individual elected municipal official to be able to use the rule of necessity, the same requirements explained above apply: the official must be legally required to act on a matter in which he is disqualified by a conflict of interest from acting, and there is no one else legally qualified to act in that matter. In

that situation, the individual elected municipal official may invoke the rule of necessity to the minimum extent necessary to allow him or her to take the required actions otherwise barred by the conflict of interest law. If the legal duty to act permits the state official to delegate that duty, then the official may invoke the rule of necessity for the limited purpose of designating another person to carry out the required action. If he delegates, he cannot otherwise participate in the matter. However, if the legal duty to act is non-delegable, then the individual elected official may invoke the rule of necessity to take all actions required legally of her. Any such invocation of the rule of necessity should be documented by the elected municipal official in a writing filed publicly with the municipal clerk.

Example: The General Laws confer upon a Mayor the sole power to act as her City's bargaining representative for purposes of negotiating a collective bargaining agreement with the City's firefighters, but permit the Mayor to select a "designated representative" to negotiate such an agreement in her place. The Mayor's spouse is a firefighter who has a financial interest in his union's collective bargaining agreement with the City. Section 19 of the conflict of interest law would prohibit the Mayor from participating in the firefighters' collective bargaining agreement. The Mayor may invoke the rule of necessity to designate an alternate to serve as the City's collective bargaining representative with the firefighter's union. If she does so, the Mayor cannot otherwise participate in the matter.

Example: The General Laws require a Mayor to take a variety of actions with respect to making changes to the health insurance coverage that the City offers to its subscribers, and do not contain any provision authorizing anyone to act in the place of the Mayor or permitting the Mayor to delegate those duties. The Mayor himself is a subscriber to his City's health insurance coverage, and would be disqualified by Section 19 of the conflict of interest law from participating in matters relating to the City's coverage, because he has a financial interest in those matters. The Mayor may invoke the rule of necessity to permit him to take all actions required legally of him in his official capacity under the General Laws with respect to changes to the City's health insurance coverage.

Melissa Rodrigues, Esq.
Town Manager
Town of Sudbury
www.sudbury.ma.us
978-639-3385



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

3: Sign STE warrant

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to sign the Special Town Election warrant for June 4, 2019, which must be delivered to residents no later than May 28.

Recommendations/Suggested Motion/Vote: Vote to sign the Special Town Election warrant for June 4, 2019, which must be delivered to residents no later than May 28.

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

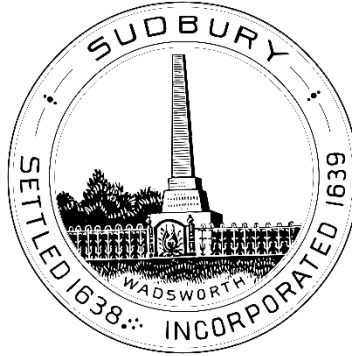
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

Town of Sudbury Massachusetts



OFFICIAL WARRANT SPECIAL TOWN ELECTION

Tuesday, June 4, 2019

Polls Open 7:00 A.M. to 8:00 P.M.

Precincts 1, 1A, 2 & 5 - Fairbank Community Center, 40 Fairbank Road
Precincts 3 & 4 - Sudbury Town Hall, 322 Concord Road

**TOWN OF SUDBURY
SPECIAL TOWN ELECTION WARRANT**

Commonwealth of Massachusetts
Middlesex, ss.

To the Constable of the Town of Sudbury:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Sudbury, qualified to vote in Town Elections, that voters residing in Precincts 1, 1A, 2 and 5 should meet at the Fairbank Community Center and voters residing in Precincts 3 and 4 should meet at the Town Hall in said Town on Tuesday, June 4, 2019, between the hours of seven o'clock in the forenoon and eight o'clock in the evening, to cast their votes on the following ballot questions:

BALLOT QUESTION

Shall the Town of Sudbury be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the purpose of acquiring the fee or lesser interest in all or a part of the land and the improvements thereon commonly known as "Camp Sewataro", located at 1 Liberty Ledge, consisting of a total of approximately 44.32 acres of land, more or less, for general municipal purposes including the payment of all incidental and related costs?

SUMMARY: The 2019 Annual Town Meeting approved Article 25 authorizing the Board of Selectmen to acquire the Camp Sewataro property. For such purposes, the Town Meeting appropriated the sum of \$11,300,000 and authorized a borrowing therefor, contingent upon approval by the voters at an election of a debt exclusion question.

Proposition 2½, so called, limits the amount a town may raise by taxation from year to year. A debt exclusion question, such as the one presented here, seeks authorization for the Town to raise, outside the limits imposed by Proposition 2½, the amounts required to pay the principal and interest on bonds issued. Such authorization is temporary in nature, existing only for the life of the loan.

If approved, it is anticipated that the impact on the tax rate would be: \$0.20 per \$1,000 assessed value at the highest point of the bonding period (based upon a 20-year bond at 3.0%). For example, the tax impact on the 2019 average home value of \$745,653 is estimated at \$148 in the first year of debt service, and would decrease to approximately \$96 at the end of the bonding period.

A “**yes**” *vote* on this question will authorize the Town to raise, outside the limits imposed by Proposition 2½, the amounts required to pay the principal and interest on debt issued for the acquisition of the Camp Sewataro property and related costs.

A “**no**” *vote* on this question will not allow the Town to raise money outside the Proposition 2½ levy limit for acquisition of the Camp Sewataro property, and will prevent the Town from moving forward with the acquisition.

ARGUMENT FOR PASSAGE: The Town is seeking to acquire Camp Sewataro, 44 acres located at 1 Liberty Ledge, for the purpose of open space, recreation, preservation and other municipal purposes. The purchase price of \$11,269,700 includes the 33 lots which could be sold by the owner, as well as a donation of the camp’s assets, which include personal property as well as the camp business. This acquisition will allow the Town to preserve the camp in its current state, which includes numerous active and passive recreational opportunities and amenities. Without this acquisition, the property will be developed. This is a unique land acquisition because it includes the opportunity for potential revenue.

Based on the financial records reviewed by the Town, the camp operates at a profit of approximately \$1,000,000 per year. The Town could choose to operate the camp itself or seek a private operator to manage the camp in order to recoup some of the cost of the acquisition and maintenance. The Town could also choose to maintain the land as open and recreational space.

Acquisition of this land will prevent the property from being developed in a manner that is not consistent with the Town’s vision. By approving the purchase, Town Meeting controls the future of the parcel rather than developers.

ARGUMENT IN OPPOSITION: Although passage of this debt exclusion would increase the tax rate over the 20-year bonding period only, Proposition 2 ½ imposes reasonable limitations on the amount a municipal may raise by taxation from year to year. Any increase in the Town’s tax levy above what is specifically authorized by law may cause financial hardship to residents, particularly to households with limited incomes or financial resources. Such an imposition on these households would be exacerbated by the other long-term financial obligations undertaken by the Town.

Polls will open at seven o'clock in the forenoon and will be closed at eight o'clock in the evening.

And you are required to serve this Warrant by posting an attested copy thereof at the Town Hall at least seven days before the time appointed for such election.

Hereof fail not and make due return of the Warrant by your doing thereon to the Town Clerk, at or before the time of election aforesaid.

Given under our hands this ___ day of _____,2019.

SELECTMEN OF SUDBURY:

Patricia A. Brown

Daniel E. Carty

Janie Dretler

Jennifer Roberts

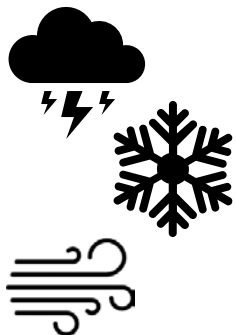
William J. Schineller

Attachment3.a: 2019 STE Warrant_5.13.19 (3222 : Sign STE warrant)

TOWN OF SUDBURY

2019 PROGRAMS & EVENTS CALENDAR

CLIMATE CHANGE IMPACTS



THURSDAY, MAY 30

*Preparedness
Listening Session &
Hazard Mitigation
Workshop*

Grange Hall
7PM – 9PM

SUMMER CONCERTS



MONDAY, JULY 8
MONDAY, JULY 15
MONDAY, JULY 22
MONDAY, JULY 29
MONDAY, AUG. 5

Haskell Field
6:30PM – 8PM

TOUCH-A-TRUCK DAY

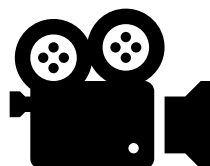


WED., JULY 10

Goodnow Library
10AM – 1PM

*For details, visit
GoodnowLibrary.org*

FLIX ON THE FIELD

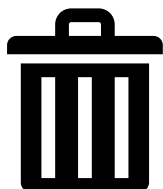


THURSDAY, JULY 25
The Jungle Book

THURSDAY, AUG 15
Rookie of the Year

Haskell Field
8PM

HAZARDOUS WASTE COLLECTION DAY



SATURDAY, NOV 9

DPW
8AM – 12PM

*Sponsored by the
Board of Health*

SUDBURY TREE LIGHTING



SATURDAY, DEC 7

Town Center
4PM – 6PM

*Seasonal celebration
with tree & menorah*





Board of Selectmen
Sudbury, MA 01776

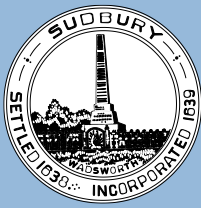
U.S. POSTAGE
PAID
Permit No. 4
Sudbury, MA 01776
ECRWSS

POSTAL PATRON
SUDBURY
MASSACHUSETTS 01776

SPECIAL TOWN ELECTION
Tuesday, June 4, 2019

Attachment3.a: 2019 STE Warrant_5.13.19 (3222 : Sign STE warrant)

ARGUMENT IN OPPOSITION: Although passage of this debt exclusion would increase the tax rate over the 20-year bonding period only, Proposition 2 ½ imposes reasonable limitations on the amount a municipality may raise by taxation from year to year. Any increase in the Town's tax levy above what is specifically authorized by law may cause financial hardship to residents, particularly to households with limited incomes or financial resources. Moreover, the proposed acquisition price is too high and exceeds the appraised value of the property. Furthermore, there has been inadequate public process or debate regarding the acquisition and intended Town use(s) of the property. Use of the property by the Town as a camp is impractical, and the existing facilities/infrastructure on the property are of limited if any utility to the Town and its residents.



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

4: Camp Sewataro

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on next steps with Camp Sewataro.

Recommendations/Suggested Motion/Vote: Discussion on next steps with Camp Sewataro.

Background Information:
attached documents provided by Town Manager Rodrigues

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

Title: Camp Sewataro Property

1. On May 7, 2019, Sudbury Town Meeting voted by to authorize the purchase of the 44 acre property known as Camp Sewataro, located at 1 Liberty Ledge. The question of whether to purchase the property must also pass by a majority vote at the June 4, 2019 Town Election in order to authorize spending on the acquisition.

Prior to reading this, what best describes what you knew about the proposed Camp Sewataro acquisition?

- a. I didn't know anything about it
 - b. I'd heard something about it, but didn't know Town Meeting approved it
 - c. I knew about the proposal and knew Town Meeting approved it
 - d. Not Sure
2. Do you plan to vote in the Town Election on Tuesday, June 4, 2019?
 - a. Yes
 - b. No
 - c. Not Sure
 3. Which of the following statements about the purchase of Camp Sewataro do you AGREE with, if any? (Choose all that apply)
 - a. I'm excited about having access to the recreational opportunities and amenities
 - b. I'm excited about protecting the property from development
 - c. I'm excited about Town revenue opportunities from the property
 - d. I'm concerned about paying the tax increase resulting from the purchase
 - e. I'm concerned about the town resources needed to maintain the property and operate a second camp program
 4. Which of the following statements about future operations do you AGREE with, if any?
 - I would support the Town hiring a private operator to run a summer day camp on the property
 - I would use amenities such as swimming pools, kayaks and ziplines located on the property
 - I would be willing to pay a small fee to use amenities such as swimming pools, kayaks and ziplines located on the property
 - I think residents should have access to the Camp Sewataro property at times when a camp is not operating
 5. Any other comments or suggestions about the proposed Camp Sewataro property acquisition? (OPEN)

Closing Slide:

Thank you for participating!

More information about the proposed Camp Sewataro acquisition is available at <https://sudbury.ma.us/sewataro>

More information about the June 4 Town Election is available at <https://wp.me/p5uh7Z-AN>

Camp Sewataro timeline

Week of May 13: Flyer disseminated

Week of May 20: Flashvote survey regarding Sewataro disseminated (48 hour period, answers go to all responders at end of 48 hour period), Town Manager office hours

Week of May 27: News article regarding the Town Meeting vote and survey results, Town sanctioned open house at Camp Sewataro (working on confirming with seller), Town Manager newsletter

Week of June 4: Remind residents about election on social media, website and signboards (if available), BOS newsletter

Add BOS office hours

ACQUISITION OF CAMP SEWATARO

TOWN ELECTION

JUNE 4, 2019

Camp Sewataro is a 44-acre property located at 1 Liberty Ledge in Sudbury. The property is used as a summer day camp, with numerous active and passive recreational activities, including swimming, tennis, basketball and kayaking.

The property is on the market, and the seller has accepted an offer from the Town to purchase the property for \$11,269,700. The purchase would be funded by borrowing a 20 year bond. The approximate tax impact for a \$745,653 home would be roughly \$148 per year (decreasing annually) with a total of approximately \$2,438 over the life of the loan.

The Selectmen's vision for the property stated in the Letter of Intent is to use the land for open space, recreation, preservation and other municipal purposes.

THE CAMP SEWATARO PROPERTY

- Priority for protection identified in the 2009-2015 Open Space and Recreation Plan.
- Located in a Residential A Zoning District.
- Property has potential for 31 home lots.
- Town Manager recommends contracting private operator to run camp for Summer 2020.
- The Camp's business and personal property are being donated to the Town as part of this transaction.



THE TIMELINE

MARCH 2019: The Town submitted a bid on the Camp Sewataro property by responding to their RFP.

APRIL 2019: The Town entered into a Letter of Intent with the property owner.

MAY 7, 2019 – TOWN MEETING: The property purchase was authorized at Town Meeting.

JUNE 4, 2019 – TOWN ELECTION: A majority vote at the ballot is required in order to authorize spending.

RFP Camp Sewataro

Things to consider:

1. Permitted use: Day camp
2. Premises
 - a. Are we leasing entire premises or just portion?
 - i. Suggestion: Entire premises
 - b. What buildings are we including in lease and what buildings are we shuttering
 - i. Suggestion: Include all buildings
3. Time frame
 - a. Term
 - i. In best case scenario, I'd suggest a three-year term with multiple 5-year extensions
 - ii. In this case, we may consider a shorter term, but will get less attractive offers
 - b. Time access
 - i. Do they control year-round?
 - ii. Do they control during summer season?
 - iii. Do they have year-round access to offices in order to conduct camp business, but access to total property limited to camp season and camp prep and breakdown?
 1. I.E. Employee access but no programming access
 2. This seems to be the most ideal situation
 - a. Additional non-summer camp programming could be allowable for additional fees, etc.
 - i. School vacation camps, etc.
4. Financials
 - a. I'd recommend a monthly rent payment coupled with a percentage of revenues
 - i. State that yearly payments must be equal to at least current annual taxes and increase by 2.5% per year
5. Town/Community Access
 - a. Town/community group access during non-camp hours
 - b. Idea: community groups to be charged rental fees and Town gets higher portion of those rental fees than camp revenue
 - i. Example: Town gets 10% revenue from camp operations and 35% revenue from community group and other rentals
 1. This would need to be part of the RFP process
6. Maintenance and Repairs
 - a. Lessor is responsible for all maintenance and repairs, required to keep all buildings, amenities, grounds and fixtures in same or better condition than current
7. Fixtures
 - a. Town owns all fixtures at end of lease
8. Personal Property

- a. Personal property owned by Town to be included as part of lease agreement. Personal property shall be inventoried at the beginning and end of every season. Personal property shall be returned to Town at end of season. Some personal property may be available for public use pending agreement between town and lessor during non-camp operation weeks (Example- kayaks available for public use, and paint ball guns not available for public use)
9. Insurances
 - a. Camp shall be responsible for all insurances year round and shall furnish copies of insurance, with the Town of Sudbury named as additional insured for all parties.
10. Special Permit requirement
11. Environmental due diligence
 - a. Water quality year round
12. Traffic Plan



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

5: Spring 2019 Selectmen Newsletter Topic Discussion

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss topics to be assigned for the Spring 2019 Board of Selectmen Newsletter.

Recommendations/Suggested Motion/Vote:

Background Information:

List of previous topics and revised schedule of deadlines attached

Financial impact expected:N/A

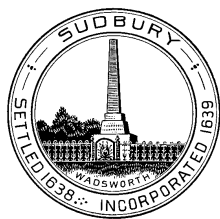
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM



Town of Sudbury

Office of Selectmen

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756

selectmensoffice@sudbury.ma.us

March 27, 2019

To: Board of Selectmen

From: Leila Frank

Re: **Spring 2019 Board of Selectmen Newsletter Topics**

To help facilitate discussion of topics for the upcoming Board of Selectmen Newsletter, below is a list of topics from previous editions.

FEBRUARY 2019

Annual Town Meeting

Employee of the Year

Stearns Mill Pond Dam and DPW Fuel Island

Adam Duchesneau, PCD Director

Melone/Quarry North

Park & Recreation Projects Update

NOVEMBER 2018

Senior Center Director

CPC Proposals 2019

Holiday Giving

Camp Sewataro

BFRT Updates

AUGUST 2018

Public Safety

MS4 Permit

Town Social Worker

Roadway Preservation & Maintenance

Melone Property Disposition

APRIL 2018

Stearns Mill Pond Dam and Sutton Road Bridge

Livable Sudbury Community

BFRT Update

Meadow Walk Update

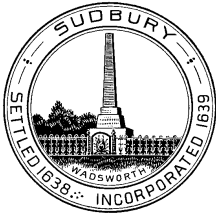
Fairbank Community Center Project Update

SPRING 2019 NEWSLETTER DEADLINES

BOS Meeting to Discuss Topic Assignments- Tuesday, April 30

Materials Due (to MMR/LSF)- Monday, May 13

BOS Meeting Approval- Tuesday, May 28



Town of Sudbury

Office of Selectmen

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756

selectmensoffice@sudbury.ma.us

December 19, 2018

To: Board of Selectmen

From: Leila Frank

Re: **2019 Board of Selectmen Newsletter Schedule of Deadlines**

Please see below proposed schedule for assignment, submission and approval deadlines for the 2019 Board of Selectmen's Newsletter. The newsletter will be posted on the website and sent to the email subscriber list on the business day following the Board's approval.

WINTER

BOS Meeting to Discuss Topic Assignments- Tuesday, Jan 22

Materials Due (to MMR/LSF)- Monday, Jan 28

BOS Meeting Approval- Tuesday, Feb 5

SPRING **UPDATED 4/30/19**

BOS Meeting to Discuss Topic Assignments- Tuesday, May 14

Materials Due (to MMR/LSF)- Monday, May 27

BOS Meeting Approval- Tuesday, June 11

SUMMER

BOS Meeting to Discuss Topic Assignments- Tuesday, July 23

Materials Due (to MMR/LSF)- Monday, July 29

BOS Meeting Approval- Tuesday, August 13

FALL

BOS Meeting to Discuss Topic Assignments- Tuesday, October 22

Materials Due (to MMR/LSF)- Monday, October 28

BOS Meeting Approval- Tuesday, November 5

Previous editions of the Board of Selectmen Newsletter can be found here:

<https://sudbury.ma.us/boardofselectmen/board-of-selectmens-newsletters/>



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

6: Citizens' comments (cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizens' comments (cont)

Recommendations/Suggested Motion/Vote: Citizens' comments (cont.)

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 14, 2019

MISCELLANEOUS (UNTIMED)

7: Discuss upcoming agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
May 28	Annual Board and Committee reappointments
June 4	Special Town Election – Sewataro ballot question
Date to be determined	Select date for Town Forum
	Update from BOS Policy Subcommittee
	Announce date for Fall Town Meeting (July/Aug)
	Discussion on Fairbank Center
	Route 20 empty corner lot – former gas station
	HOME program
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Discussion and potential vote on next steps regarding CSX Rail Trail acquisition
	Tax Classification Hearing (Oct/Nov)
	Annual alcohol license renewals (Dec)
STANDING ITEM FOR ALL MEETINGS	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)

Attachment 7.a: POTENTIAL UPCOMING AGENDA ITEMS_05_14_19 (3266 : Discuss upcoming agenda items)



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

CONSENT CALENDAR ITEM
8: FY20 Transfer Station stickers rates

REQUESTOR SECTION

Date of request:

Requestor: Dan Dason, DPW Director

Formal Title: Vote to approve the FY20 rates for transfer station stickers as recommended by DPW Director Dan Nason, who is advising leaving them at the FY19 amounts.

Recommendations/Suggested Motion/Vote: Vote to approve the FY20 rates for transfer station stickers as recommended by DPW Director Dan Nason, who is advising leaving them at the FY19 amounts.

Background Information:

Financial impact expected:same rates as FY19

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 14, 2019

CONSENT CALENDAR ITEM

9: Eversource Energy Incentive Rebate

REQUESTOR SECTION

Date of request:

Requestor: William Barletta, Facilities Director

Formal Title: Vote to accept, on behalf of the Town, a \$14,400 rebate check to be deposited into the Excelon/Select Utility Gift/Donation Account (as requested by William Barletta, Facilities Director), said funds to be accepted toward future energy saving opportunities, under the direction of the Energy Committee.

Recommendations/Suggested Motion/Vote: Vote to accept, on behalf of the Town, a \$14,400 rebate check to be deposited into the Excelon/Select Utility Gift/Donation Account (as requested by William Barletta, Facilities Director), said funds to be accepted toward future energy saving opportunities, under the direction of the Energy Committee.

Background Information:

Attached memo from Bill Barletta. This check recognizes energy-saving measures recently made at the Goodnow Library.

Financial impact expected:

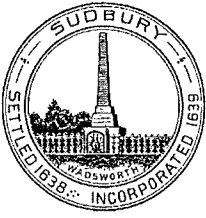
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Town Counsel	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM



Town of Sudbury

Facilities Department

275 Old Lancaster Road
Sudbury, MA 01776
978-440-5466; Fax 978-440-5404
facilities@sudbury.ma.us

William Barletta, Facilities Director

TO: Melissa Murphy-Rodrigues, Town Manager
FROM: William Barletta, Facilities Director
RE: Eversource Energy Incentive Rebate
DATE: April 16, 2019

I would like to request the Selectmen accept an energy efficiency incentive check from Nstar Electric-East, dba Eversource Energy, in the amount of \$14,000. This check has been issued to the Town of Sudbury to recognize the energy efficient measures that were recently made at the Goodnow Library.

I am requesting that the check be accepted for future energy initiatives in town buildings selected by the Facilities Director and that it be deposited in the Excelon/Select Utility Gift/Donation Account.

cc: Dennis Keohane, Finance Director
Christine Nihan, Town Accountant



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

CONSENT CALENDAR ITEM

10: Appointment to Transportation Committee

REQUESTOR SECTION

Date of request:

Requestor: Patricia Guthy, Commission on Disability Chair

Formal Title: Vote to appoint Douglas Frey as the Commission on Disability designee to the Transportation Committee, for a term ending 5/31/20, to replace Susan Iuliano who has resigned.

Recommendations/Suggested Motion/Vote: Vote to appoint Douglas Frey as the Commission on Disability designee to the Transportation Committee, for a term ending 5/31/20, to replace Susan Iuliano who has resigned.

Background Information:
attached email from Pat Guthy

Financial impact expected:none

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

Golden, Patricia

From: CHAS GUTHY <c.guthy@verizon.net>
Sent: Monday, April 22, 2019 6:04 PM
To: Selectmen's Office
Subject: Appointment of Doug Frey to Transportation Committee

April 22, 2019

Dear Board of Selectmen,

As you are aware Susan Lulianno has resigned from the Disability Commission because of a move out of Town. This leaves the Commission's spot on the Transportation Committee vacant. We have met in formal session on April 8th and have voted to recommend Doug Frey to replace Susan.

In addition to being a valuable contributing member of the COD, Doug brings with him extensive background on mobility issues faced by those living with disability and is also the President of the Spinal Injury Association of the Greater Boston. These qualifications, we believe, will add to his contribution to the Transportation Committee's mission, goals and objectives.

We therefore ask that you please confirm Doug Frey's appointment to the Committee as soon as your agenda can accommodate this item

Cordially,

Patricia Guthy, Chair
Commission on Disability

Attachment10.a: Doug Frey_COD (3270 : Appointment to Transportation Committee)



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

CONSENT CALENDAR ITEM

11: WestMetro HOME Consortium Subrecipient Agreement

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning and Community Development

Formal Title: Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen as requested by Adam Duchesneau, Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote: Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen as requested by Adam Duchesneau, Director of Planning and Community Development.

Background Information:

Attached cover letter and agreement supplied by Adam.

This motion might potentially be expanded to give Melissa the ability to sign the Subrecipient Agreement each year as a new agreement will need to be signed each year and returned to the Consortium.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

05/14/2019 7:00 PM

Bedford
Belmont
Brookline
Concord
Frammingham
Lexington

WESTMETRO HOME CONSORTIUM

City of Newton, Representative Member
1000 Commonwealth Avenue
Newton, MA 02459-1449
(617) 796-1125

Natick
Needham
Newton
Sudbury
Waltham
Watertown
Wayland

April 17, 2019

To all WestMetro HOME Consortium Members

Re: HOME Subrecipient Agreements

Dear Consortium Members,

As you may recall, the U.S. Department of Housing and Urban Development conducted an on-site monitoring visit of WestMetro HOME Consortium projects, programs and management systems July 16-18, 2018. A noted finding in HUD's September 2018 Monitoring Report, was the absence of an executed subrecipient agreement between Newton and each Member Community of the Consortium. This finding is a new requirement due to the recent adoption of 2 CFR Part 200 Uniform Administrative Requirements and specifically addresses 2 CFR 200.331 relative to Requirements for Passthrough Entities. As such, no subrecipient agreement template previously existed from which the WestMetro Consortium agreement could be modeled. Newton, therefore, had to create a draft template with limited direction; and this, coupled with the government shutdown, created a long delay in obtaining HUD's comments on the draft.

The enclosed agreements incorporate HUD's feedback and have been reviewed by Newton's Legal Department. Overall, the Agreements set forth the terms and conditions under which each Member Community becomes the subrecipient of HOME funds, as well as outline the *General Provisions* and processes by which funds may be sub-awarded. It is important to note that Schedules A and B are specific to each Member Community based on the projects, programs and available resources outlined in the FY19 Annual Action Plan. Subsequent Subrecipient Agreements must be updated and executed for each Member Community annually moving forward.

Please review and execute all three original copies of the enclosed agreement within four weeks and return all to my attention. I will return one fully executed agreement back to you to maintain in your files. Should you have any questions or concerns, please do not hesitate to reach out at either (617) 796-1125 or rpowers@newtonma.gov.

Thank you all for your patience and attention to this matter.



Rachel Powers,
Community Development & HOME Program Manager

CC: Eamon Bencivengo, Housing Development Planner
Malcolm Lucas, Housing Planner

(via email and hardcopy)

AGREEMENT FOR THE EXECUTION OF THE WESTMETRO HOME CONSORTIUM
HOME INVESTMENT PARTNERSHIPS PROGRAM

This AGREEMENT, hereafter referred to as the "AGREEMENT", is made and entered into this ____ day of _____, ____ by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the CITY", acting by and through its Director of Planning and Development or his/her designated staff, but without personal liability to him/her, or his/her staff, acting as lead entity for the WestMetro HOME Consortium (hereinafter the "Representative Member"), and the Town of Sudbury (hereinafter the "Member Community or Subrecipient"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts.

WITNESSETH

WHEREAS, the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland, and the Cities of Framingham, Newton and Waltham have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") (CFDA 14.239), Program funds in the name of the WestMetro HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act"); and

WHEREAS the CITY is the Representative Member of the Consortium under the provisions of the Mutual Cooperation Agreement (MCA) dated June 26, 2014, as amended, by and between the municipalities of the WestMetro HOME Consortium (hereinafter referred to as the "Consortium"); and

WHEREAS, the Representative Member has entered into an Agreement for a Home Investment Partnerships Program (hereinafter "HUD Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, the WestMetro HOME Consortium has adopted a Consolidated Plan for Program Years 2016-2020 (hereinafter the "Consolidated Plan") and FY19 Annual Action Plan (hereinafter the "Action Plan"); and

WHEREAS, it is the purpose of this Agreement to affect a specified portion of the program approved by the HUD Agreement in accordance with the policies expressed by and declared in the National Affordable Housing Act; and

WHEREAS, pursuant to said purpose the Member Community is undertaking certain activities and desires to engage the Representative Member and the Administrative Agent to render certain assistance in such undertakings; and

WHEREAS, this Agreement sets forth the terms and conditions under which the Member Community will become the recipient of said funding;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties mutually agree as follows:

GENERAL PROVISIONS

1. **REGULATORY FRAMEWORK.** The provisions of 24 CFR Part 92, HOME Investment Partnerships Program (hereinafter "HOME Program regulations"), and all subsequent amendments and revisions to the same, as well as the existing Mutual Cooperation Agreement in effect amongst the WestMetro Home Consortium, are hereby incorporated into and made a part of this Agreement. The Member Community and subrecipient shall at all times comply with said HOME Program regulations, and with other related Federal and State statutes and regulations, Executive Orders, 2 CFR Part 200, and all subsequent revisions and amendments to the same. Further, the Member Community and subrecipient shall become familiar with all of the foregoing requirements as applicable and shall ensure that the project complies in all respects.
2. **CONSORTIUM ADMINISTRATION.** The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee from each Member Community, or if no such planning official exists, the chief elected official or his/her designee from each Member Community. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.
3. **PROJECT AND AMOUNT.** The CITY agrees to provide the Member Community a sum of HOME Program funds as stated within Schedule A, Funding Amount and Project Budget, attached hereto and made a part hereof, and for the purposes described in Schedule B, HOME Project, subject to compliance by the Member Community with all terms and conditions as set forth within the Agreement, the Mutual Cooperation Agreement and WestMetro HOME Consortium Guidelines.
4. **FINANCIAL AND MANAGEMENT STANDARDS.** The Member Community agrees that expenditures under this agreement shall be limited to those eligible costs directly related to the implementation of this HOME Project consistent within 2 CFR Part 200, as outlined in Schedule A, Funding Amount and Project Budget. The Member Community shall also comply with standards for the financial record keeping and management systems applicable as described in Schedule D, Release and Processing of HOME Project Funds and Schedule E, Financial Management, herein.
5. **DURATION.** This Agreement is made as of the date first written above, effective upon the date of signing by the City and the Member Community and shall be binding until the

Performance Completion Date stipulated in Schedule C, Work Program and Schedule, attached hereto and made part hereof, unless amended in writing by all parties

6. **ENVIRONMENTAL REVIEW.** The release of funds for all HOME-assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 24 CFR 92.352.
 - **No Choice-Limiting Actions.** Member communities and subrecipients are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under the Agreement.

7. **LEAD- BASED PAINT.** Each Member Community and Subrecipient is also responsible for ensuring that all programs and activities comply with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et. seq.; Residential Lead-Based Paint Hazard Reduction Act of 1992; implementing regulations at 24 CFR Part 35 and all future revisions and amendments to the same. The Member Community and Subrecipient shall also ensure that this project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulations and with the requirements of the Massachusetts Lead Paint Statute, M.G.L. c.111, §§190-199A and all future revisions and amendments to the same.

8. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 24 CFR 200.339 through 200.342, if, through any cause, the Member Community shall fail to fulfill in a timely manner all obligations under this Agreement, or shall cause Project funds to be inappropriately expended, or if the Member Community shall violate any or all of the provisions of this Agreement, or refuses to accept conditions imposed by HUD through CITY regulations and directives as administered by the CITY, the CITY shall thereupon have the right to terminate this agreement by written notice to the Member Community of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination.
 - The CITY as Representative Member may suspend current or future funds from Member Communities out of compliance with HOME Requirements until the matter is resolved.

9. **TERMINATION OF AGREEMENT DUE TO LACK FEDERAL FUNDING.** In the event that funds are not made available to the CITY by HUD, the CITY shall notify the Member Community in writing as soon as possible of such development. This shall include any event where HUD determines that an activity or activities under this Agreement are deemed ineligible and therefore should not continue to be funded. Subsequently, the CITY shall meet with the Member Community to determine an appropriate termination date relative to the cessation of HOME funds for the Agreement or any portion thereof, and to resolve any matters associated with such termination including, but not limited to: final financial settlement and related matters. Following said meeting, the CITY shall confirm the termination date and any conditions of termination in writing to the Member Community. The Member Community shall be rendered payment for such costs as authorized and

accepted by the CITY under the provisions of this Agreement and as determined to be allowable within the final financial settlement based on such available remaining funds as may be available up to the cessation of federal HOME funding. The Member Community understands and agrees that the CITY assumes no obligation for payment of any cost under this Agreement, regardless of date incurred, unless identified during the Project closeout process and incorporated in the final financial settlement.

- 10. EXCLUSIVE USE PERIOD.** The Member Community shall have exclusive use of its respective annual HOME allocation, for a total of 12 months which is defined as the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Member Community that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Member Communities to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Consortium Member through a Request for Proposals (RFP) process. All transferred funds are referred to as Relinquished Funds.
- A Member Community may request an extension beyond the Exclusive Use Period, consistent with the HOME Program Administrative Guidelines, under certain extenuating circumstances if that Member Community is unable to commit its HOME allocation within 12 months.
 - Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.
- 11. REPAYMENT OF FUNDS.** Upon determination by the CITY that the Member Community and Subrecipient has failed to comply with any portion of the terms of this Agreement, and in particular has inappropriately expended HOME funds, the CITY may take such steps as necessary, in order to protect its ability to fulfill its obligations to HUD, including but not limited to legal action, to recapture funds already released to and/or expended by the Member Community.
- 12. AUDIT.** Member Community shall comply with 2 CFR 200.501, including completion of a single audit if required, as described in Schedule E, Financial Management, attached hereto and made a part hereof.
- 13. MONITORING.** In compliance with 2 CFR 200.328 and 200.330, the CITY shall periodically evaluate the performance of the Member Community and may make a determination as to whether the Member Community has conformed with this Agreement and has a continuing capacity to carry out the HOME-assisted Project activities in a timely manner. At any time during normal business hours and as often as the CITY, HUD, and/or the Comptroller General of the United States may deem necessary, Member Community shall make available all such records and documents as requested by said parties for audit and/or monitoring. The CITY, HUD, and/or the Comptroller General may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

14. **CONFLICT OF INTEREST.** In accordance with HOME Program Regulation §92.356, the procurement of services by the CITY and the Member Community is governed by the conflict of interest provisions stated in 24 CFR 92.356 and 2 CFR 200.318. The Member Community shall comply with all applicable federal and state conflict of interest rules and ensure compliance with the same by all subrecipients or other persons designated to receive HOME funds pursuant to this Agreement.
15. **NON-DISCRIMINATION LAWS AND REGULATIONS.** The Member Community shall comply with HOME Program regulation 24 CFR 92.350 and all applicable federal, state and local laws governing discrimination and equal opportunity.
16. **FAIR HOUSING.** The Member Community shall affirmatively further fair housing in accordance with the Fair Housing Act, the WestMetro HOME Consortium Affirmative Marketing Plan for the City of Newton and HOME Program regulation 24 CFR 92.351. Each Member Community and Subrecipient must ensure that affirmative marketing procedures are followed for all HOME-funded programs containing 5 or more HOME-Assisted Units. Further, the Member Community will participate in the completion of the Analysis of Impediments to Fair Housing Choice (AI) as required by its obligation to engage in fair housing planning in connection to the receipt of the Federal funds outlined herein.
17. **LIENS.** The Member Community represents that any property benefiting through installation or construction of improvements as part of the HOME Project is free from any attachments, tax liens, mechanics' liens or any other encumbrances other than those approved by the Member Community
18. **DISPLACEMENT AND RELOCATION.** In accordance with HOME Program regulation 24 CFR 92.353, Displacement, Relocation and Acquisition, the Member Community shall assure that all reasonable steps to minimize the displacement of persons as a result of this Project have been taken.
19. **LABOR STANDARDS/ SECTION 3.** The Member Community shall comply with and/or ensure compliance with all applicable state and federal labor laws and regulations, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to the HOME Program regulation 24 CFR 92.354. Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed \$100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.
20. **DISCLAIMER.** It is agreed that the Member Community and Consortium will hold the CITY harmless from any latent or patent defects in any work performed or services provided pursuant to the HOME Project or from any claims arising therefrom.
20. **ASSIGNABILITY.** The Member Community shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or

novation) without the prior written consent of the CITY hereto. As a pass-through entity, the Member Community is responsible to ensure the execution and enforcement of a written agreement consistent with the provisions set forth in 24 CFR 92.504 (c) (2), (c) (3) and (c) (4).

21. **REVERSION OF ASSETS.** In accordance with HOME Program regulations at 24 CFR 570.503, upon expiration or termination of this agreement, the Member Community must return any HOME Program funds on hand as well as any accounts receivable attributable to the use of HOME funds to the CITY. Additionally, if a Member Community decides to leave the WestMetro HOME Consortium, the Member Community concedes their allocation, Program Income and unspent funds, but must continue all monitoring and compliance responsibilities of all related projects and programs throughout the affordability period.
22. **LOBBYING PROHIBITED.** HOME funds shall not be used by the Member Community for publicity purposes as provided and limited by 2 CFR 200.450.
23. **FAITH-BASED ORGANIZATIONS.**
In accordance with 24 CFR 92.257, the Member Community may not engage in inherently religious activities or discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief as part of this Agreement unless the activities are offered separately, in terms of time or location, from HOME funds and activities.
24. **OWNERSHIP, USE, AND DISPOSITION OF PROPERTY.** The Member Community shall comply with all applicable provisions as stated within Schedule E, Financial Management, as attached hereto and made a part hereof.
25. **INSURANCE AND LIABILITY.** HOME-Assisted projects shall be insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with Schedule F herein.

To the extent permitted by law, the CITY and the Consortium shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Member Community, its employees, officers, or agents and the Member Community shall indemnify and hold harmless the CITY and the Consortium, its employees, officers, and agents from all such claims arising under this agreement.
26. **DEBARMENT AND DISCLOSURES.** In accordance with 2 CFR 200.213, the Member Community is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.
27. **CHANGES.** The CITY may from time to time require changes in the HOME Project and/or its implementation. Such changes, including any increase in the Project Amount, and/or increase in the duration of the Agreement, which are mutually agreed upon shall be incorporated in written amendments to this Agreement. However, the CITY reserves the right to (a) reduce funds for cause as determined fairly and reasonably by the CITY upon

Contract #M1913
Project No. HM19-10A/ HM19-10B

written notice at least Thirty (30) days before the effective date of such reduction; or (b) reduce the funds due to a decrease in federal funds received by the CITY.

The Member Community must also follow Substantial Amendment procedures as set forth in Schedule A.

28. **BONUS PROHIBITED.** It is agreed that the GRANTEE will not pay bonus, commission or fee for the purpose of obtaining a CITY award of the HOME funds or approval of the Project financed with HOME funds. The Member Community is prohibited from charging servicing, origination and/or other fees for the costs of administering the HOME Program, except as permitted by 24 CFR Part 92.214 (b) (1).
29. **OTHER PROVISIONS.** In accordance with 2 CFR 200.300, the Member Community is responsible for complying with all requirements of the Federal award including the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

All other provisions, if any, are set forth within the following schedules attached hereto and made a part hereof as listed below under "Attachments."

ATTACHMENTS. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

- Schedule A – Total Funding Amount and Individual Project Budgets
- Schedule B – HOME Project
- Schedule C – Work Program and Schedule
- Schedule D – Release and Processing of HOME Project Funds
- Schedule E – Financial Management
- Schedule F – Insurance
- Schedule G – Certificate of Authority
- Schedule H- Forms
 - Fair Housing and Equal Opportunity Report
 - Program Budget- as outlined in the FY19 Annual Action Plan
 - FFATA Form (for contracts over \$30,000)
 - WestMetro HOME Consortium Requisition Form
 - Substantial Amendment Form
 - HOME Income Limits
 - WestMetro HOME Consortium Rehabilitation Standards
 - FY19 HOME Rents
 - 2018 HOME per unit Subsidy Limits
 - HOME Program Administrative Guidelines

Contract #M1913
Project No. HM19-10A/ HM19-10B

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have made this Agreement in triplicate as of the day first written above and made binding upon signature by Her Honor, the Mayor of the City of Newton, Middlesex County, Massachusetts.

MEMBER COMMUNITY/SUBRECIPIENT DESIGNEE

BY: _____
Name / Title Date

CITY OF NEWTON – DEPARTMENT OF PLANNING AND DEVELOPMENT

BY: _____
Director of Planning and Development

I certify that federal HOME funds are available for this Agreement for Project # HM19-10A in the amount of \$485.00 within Account #16T114105715 and Project #HM19-10B in the amount of \$4,830.00 within Account #16T11410, per HUD Letter of Credit No. 8600B030, Grant No. M18-DC250213 in the Amount of \$1,597,353.00

BY: _____
Comptroller of Accounts

Approved as to legal form and character:

BY: _____
Assistant City Solicitor

Contract Approved

BY: _____
Mayor / Date

Attachment 11.a: Sudbury HOME Subrecipient Agreement (3272 : WestMetro HOME Consortium Subrecipient Agreement)

SCHEDULE A

FUNDING AMOUNT AND PROJECT BUDGET(S)

1. **AMOUNT OF FUNDS.** The CITY hereby agrees to provide HOME Program funds to the Town of Sudbury, (the Member Community) in the amount of **Five Thousand Three Hundred and Fifteen Dollars (5,315.00)** said amount to be subject to the terms of this Agreement and as set forth within Schedule A herein.

2. **PROJECT BUDGET.**

a. While it is understood that the overall program budget for the subject program may be derived from a variety of funding sources assembled by the Member Community, the CITY and the Member Community agree that the HOME Program Project budget shall consist of and be limited to the following object(s) of expenditure:

<u>ITEMS</u>	<u>BUDGET</u>
Loan Repayment to Natick (See description in Schedule B)	\$ 4,830.00
Sudbury HOME Administration	\$ 376.91
Consortium Administration*	\$ 108.09
(Member Community contribution toward Analysis of Impediments)	
 TOTAL FUNDS	 \$ 5,315.00

**Every five years, the WestMetro HOME Consortium completes an Analysis of Impediments which documents the fair housing needs and strategies within the region. A consultant will be retained to spearhead the report. The Consortium is collecting \$25,000 from all Member Communities proportionally based on HUD's most recent Consortium percentages. Any cost overages will be covered by the Consortium's general administration funds.*

b. The Member Community agrees to maintain the financial and program documentation in project files as shall clearly establish the relationship of the HOME Program portion of the overall Project budget and low- and moderate-income persons benefiting from program services consistent with the requirements as stated in **Schedule B, HOME Project**, Paragraph 4 herein.

3. **MATCHING FUNDS.** Each participating jurisdiction must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account in that fiscal year. The Member Community agrees to adhere to the HOME Program matching requirements as set forth in 92.218 – 92.222.

a. **Match Liability.** Any Member Community that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member Community's match credit, may lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be

reallocated by the Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member Community, the Council may waive recapture.

- b. **Match Tracking.** The CITY must maintain accurate and timely tracking systems to meet the Consortium's match obligations. In order to accomplish this, each Member Community must agree to document and report all incurred non-federal sources of match utilized respective to ongoing HOME projects over the course of the fiscal year to ensure fulfillment of the match obligation.
4. **EXPENDITURES.** The Member Community agrees that expenditures under this HOME Project shall be limited to the provision of the activities as described within Schedule B, HOME Project herein, and shall meet the eligibility and cost allowability standards referenced within General Provisions, Paragraph 4, Financial and Management Standards.
5. **BUDGET CHANGES and SUBSTANTIAL AMENDMENTS.**
- a. Except for changes made in accordance with subsection (b) below, alterations in the approved use of budgeted funds shall be subject to prior review by the CITY.
 - b. Funds may be shifted through Substantial Amendment procedures outlined in the WestMetro HOME Consortium Guidelines and Citizen Participation Plan and require prior approval of the CITY. Actions resulting in a change in the aforementioned Project(s) or the FY19 Annual Action Plan and/or exceed twenty-five percent (25%) of the line item total from which the funds are being removed or to which the funds are being added require a Substantial Amendment.
 - c. Upon identification of new projects and activities not previously identified in the FY19 Annual Action Plan, the Member Community agrees to review with the CITY to ensure eligibility, capacity and compliance.
 - d. The Member Community is responsible for facilitating and obtaining all local legislative and executive approvals required for substantial amendments.
 - e. The aforementioned terms apply to any Member Community in receipt of Consolidated Pool Funds without amending the agreement outlined herein.
 - f. Any costs and expenses not covered by the project Budget, and hence not properly payable from HOME funds shall be borne entirely by the Member Community.

SCHEDULE B
HOME PROJECT(S)

1. **SCOPE OF SERVICES.** The services to be performed pursuant to this Agreement shall be those specified in the FY16-FY20 Consolidated Plan and FY19 Annual Action Plan as submitted by the Representative Member and approved by HUD as that Consolidated Plan now reads or as it may later be modified or amended in accordance with regulations promulgated by HUD.

2. **LOCATION.**

Town of Sudbury
Planning & Community Development Department
278 Old Sudbury Road
Sudbury, MA 01776

3. **PROGRAM DESCRIPTIONS.** The Member Community shall perform and carry out in a satisfactory and proper manner, the services described in the aforementioned Scope of Work and FY19 HOME Annual Action Plan, as determined reasonably and fairly by the CITY, and in compliance with the HOME Program Regulations 24 CFR 92.200-92.215, as applicable. Services consist of the provision of the following programs and activities:
 - a. **Loan Repayment to Natick:** All FY19 Program funds will be used to repay Natick for funds borrowed to support Phase I construction activities at the Coolidge at Sudbury.

 - b. **HOME Administration:** Funds will be used to support the administration of HOME programs and activities.

 - c. **Consortium Administration:** Includes Member Community contribution toward the development of the 2021 – 2025 Analysis of Impediments to Fair Housing Choice.

4. **LOW AND MODERATE-INCOME TARGETING.** The Member Community shall comply with HOME Program regulation 24 CFR 92.216-92.217 concerning income targeting and occupancy requirements for low and moderate-income housing.
 - a. **Tenant-Based Rental Assistance/ Rental Units.** Not less than 90% of households receiving such assistance earn annual incomes at or below 60% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development at the time of occupancy or at the time funds are invested.
 - i. The remainder of households receiving such assistance qualify as low-income families, earning at or below 80% of the AMI at the time of occupancy or at the time funds are invested.

 - b. **Homeownership.** 100% of funds must be invested in dwelling units that are occupied by households qualifying as low-income families, earning at or below 80% of the AMI.

5. **PROGRAM GOALS AND PERFORMANCE.** The HOME Project(s) currently anticipates providing assistance to zero (0) households/units until such a time that a project is identified within the FY19 fiscal year.

The Member Community and Subrecipient must estimate the number of low-to-moderate income individuals, households and units to be assisted in accordance with the goal outcome indicators outlined in proposed substantial amendments and/or the FY19 (FFY18) Annual Action Plan, FY16-FY20 Consolidated Plan.

In addition, the Member Community and Subrecipient must summarize achievement of these numerical goals and describe the extent to which these outcomes and benchmarks are being realized through the Member Community's aforementioned activities as part of the Consolidated Annual Performance and Evaluation Report (CAPER), in conformance with 24 CFR 91.520. As part of the CAPER, Member Communities must on an annual basis report to the CITY a description of the resources made available, the investment of available resources, the geographic distribution and location(s) of investments, the families and persons assisted, actions taken to affirmatively further fair housing, and other actions as indicated in the Consolidated and Annual Action Plans.

The Member Community shall be responsible for ensuring that the program goals and performance are substantially met during the contract period in accordance with 2 CFR 200.301. The CITY shall utilize the information to evaluate the Member Community's performance in meeting its program goals and achieving its desired outcomes. If the CITY and/or HUD determines that the Member Community is not substantially meeting its program goals and/or is not working toward the desired program outcomes, the CITY will take such action as necessary to rectify the problem.

7. **PROPERTY STANDARDS and ACCESSIBILITY.** The Member Community must ensure that applicable projects meet the property, rehabilitation and accessibility standards in accordance with HOME Program regulations 24 CFR 92.251, WestMetro HOME Consortium Construction Guidelines, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Fair Housing Act.
8. **QUALIFICATIONS AS AFFORDABLE HOUSING**
- a. **HOME Affordability.** The Member Community shall ensure that all assisted HOME Units must meet the occupancy and affordability requirements as set forth in HOME Program regulation 24 CFR 92.252 or 24 CFR 92.254 or as applicable.

b. Current Household Income Limits. Assisted household income levels shall not exceed limits published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register.

Current HOME Household Income Limits, effective June 1, 2018;

Number in Household	HOME Program Eligibility Limits		
	30% of AMI (Extremely Low)	50% of AMI (Very Low)	60% of AMI
1	\$22,650	\$37,750	\$45,300
2	\$25,900	\$43,150	\$51,780
3	\$29,150	\$48,550	\$58,260
4	\$32,350	\$53,900	\$64,680
5	\$34,950	\$58,250	\$69,900
6	\$37,550	\$62,550	\$75,060
7	\$40,150	\$66,850	\$80,220
8 or more	\$42,750	\$71,150	\$85,380

c. HOME Rent Limits. Rents for assisted HOME Units will be set at a level meeting all of the requirements under the HOME program regulation 24 CFR 92.252. The rents will not exceed the maximum HOME rent limits as determined by HUD. The CITY shall provide the MEMBER COMMUNITY an initial schedule of HOME rents. Subrecipients of the MEMBER COMMUNITY shall provide annual rents and occupancy status of the HOME Units to the Member Community to demonstrate compliance with 24 CFR 92.252. The MEMBER COMMUNITY must review the submitted rents for compliance and approve or disapprove them every year. The rents shall not exceed the maximum HOME rent limits as determined by HUD.

Current Maximum HOME Program Rent Limits (effective June 1, 2018) are:

<u>Number of Bedrooms</u>	<u>Low HOME Rents</u>	<u>High HOME Maximum Rents</u>
1 Bedroom:	\$ 1,011	\$1,344
2 Bedroom:	\$ 1,213	\$1,614
3 Bedroom:	\$ 1,401	\$1,857
4 Bedroom:	\$ 1,563	\$2,051

Tenant Based Rental Assistance. For communities operating a TBRA program, individual payment and rent standards must be established by individual Member Communities.

- d. Maximum Per Unit Subsidy Amount:** The most current subsidy levels to be used in any project shall be calculated at the time the CITY approves the final development pro forma, but in any event, not later than the date the Member Community requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and shall be current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation 24 CFR 92.250(b) and the Consortium guidelines prohibiting excessive layering of Federal funds.

The current HUD limits, effective June 4, 2018, are:

<u>Unit size</u>	<u>HUD limits</u>
1 BR	\$168,600
2 BR	\$205,018
3 BR	\$265,229
4 BR	\$291,137

- 9. ADMINISTRATIVE RESPONSIBILITIES.** As a member in the WestMetro HOME Consortium Council, each Member Community must assign a designee that participates regularly in Council activities, which includes, but is not limited to:
- Attending quarterly meetings of the Council;
 - Responding and communicating within a timely fashion
 - Providing information and assistance as is required for the preparation, completion and submission of the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER), and/or other plans and reports as needed, in accordance with 24 CFR 92.509;
 - Obtaining all local legislative and executive approvals;
- 10. SUBAWARDS.** Member Communities must manage all aspects of project and program implementation relative to the PROGRAM DESCRIPTIONS outlined in Paragraph 3, coordinating with the CITY as the Representative Community, and complying with all federal requirements, as applicable, including the following:
- Prior to the commitment and execution of agreement,** the Member Community must ensure completion of the following HOME Program requirements in order to proceed with the encumbering of funds:
 - Project Scoping and Eligibility.** Completion of project scoping and eligibility analysis with the CITY using the Comprehensive Checklist;
 - Member Communities must complete and submit the Comprehensive Checklist, Project Set-Up Report and Budget Transfer Forms to the CITY.
 - A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will be transferred to the Member or purchaser with six months of the agreement date; or if the Project consists

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of tenant-based rental assistance, the Member or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

- ii. **Underwriting and Subsidy Layering.** Completion or coordination of underwriting and subsidy layering analysis; or market needs assessment, in accordance with 92.250(b);
- iii. **Environmental Review Record.** Completion of Environmental Review Records for review and approval by the CITY as the Representative Member and Responsible Entity. Once Satisfactory, the CITY will work with the Member Community to coordinate the posting of notices, including but not limited to the Notice of Intent to Request a Release of Funds, Findings of No Significant Impact or Environmental Impact Statements with appropriate parties and stakeholders, and will submit to HUD upon conclusion of the notice period. The Release of Funds is contingent upon the satisfactory completion of 24 CFR Part 35. Member Communities and Subrecipients are prohibited from engaging in any choice-limiting actions;
- iv. **Labor Compliance.** Collection and maintenance of all required Davis Bacon Labor, M/WBE and Section 3 compliance materials in accordance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 27a-5 et seq., as applicable pursuant to HOME Program regulation 24 CFR 92.354. The Member Community must collect and review all Certified Payroll Reports, Statements of Compliance, Section 3 Plans and M/WBE documentation and work with contractors, developers and subrecipients to ensure compliance;
 - o Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed \$100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.
- v. **Contract Preparation.** Preparation and submission of draft subrecipient agreement for review and approval by the CITY
 - o Member Communities may subaward and execute such agreement with applicable contractors, developers, CHDOs, subrecipients and proponents following approval of contract documents by CITY as the Representative Member.
 - o Said agreement must include all applicable provisions described in HOME Program Regulation 92.504, or its successor, and 2 CFR part 200, subpart D.
- vi. **Debarment.** Conduct Excluded Party/Debarment List Review of selected contractors, developers, CHDOs, subrecipients and proponents.

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- a) **Project Management.** The Member Community is responsible for project management and performing all tasks associated with monitoring the design, development, financing and occupancy of the HOME-Assisted project and fully complying with uniform administrative requirements as state in HOME Program Regulation 92.505. Tasks include, but are not limited to:
- i. **Contract Execution and Funding Instruments.** Submitting to the CITY an executed HOME funding agreement, as well as other applicable funding instruments, including the note, mortgage, and/or deed restriction or covenant running with the land, prior to the release of any HOME funds.
 - ii. **Project Budgets.** Establishing and maintaining project budgets, following Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
 - iii. **Requisitions.** Approving all requisitions; and forwarding them to the CITY; the CITY shall draw, process and release HOME funds on behalf of the Member to such designated subrecipient, contractor, vendor, or other recipient as mutually approved. Incomplete or non-conforming requisitions will be returned to the Member Community.
 - o The CITY reserves the right to modify disbursement procedures; considerations unique to specific projects, including but not limited to construction retainage, contingencies, and/or other aspects will be addressed on a case by case manner in conjunction with the Member Community.
 - iv. **Income Targeting.** Consistency with affordability and income-targeting requirements throughout duration of the agreement and affordability period thereafter; maintaining required project documentation;
 - v. **Affirmative Marketing/Occupancy.** Adopting and following affirmative marketing procedures in projects containing 5 or more HOME-Assisted units. The Member Community must ensure that tenant preferences are implemented in accordance with §92.351 and consistent with the WestMetro HOME Consortium Affirmative Marketing Plan methods, procedures and requirements.
- b) **Post-completion compliance and monitoring.** HOME funds will be closed out in accordance with 2 CFR part 200. Close out of the project will occur when the Member Community determines that all applicable administrative actions and all required work pertaining to the HOME funds have been completed by the subrecipient.
- i. **Final Reports.** Upon completion of each HOME-Assisted project, the Member Community shall submit a completed Comprehensive Checklist to the CITY no later than 90 calendar days after the end date of the period of performance; the Member must also submit all financial, performance, and other reports as required by the terms and conditions of the HOME Program. The Member Community may

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approve extensions in conjunction with the CITY when requested by the non-Federal entity.

- ii. **Monitoring.** Each Member Community shall monitor its subrecipients in accordance with HOME program regulation 92.504(d) to ensure full compliance with all applicable requirements. Furthermore, all monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the City.
- iii. **Affordability Requirements.** The Member Community shall require projects assisted with HOME funds to meet the affordability requirements of HOME Program Regulations 92.252 or 92.254, as applicable, and shall require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
- iv. Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, all Projects must have satisfied and completed all contractual work, marketing and occupancy and close out procedures no later than four years from the Commitment of HOME funds, the date of which is determined by the signature of each party to the Member Community's Subrecipient Agreement, or by the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Subrecipient shall repay to HUD all HOME funds invested in the Project.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

1. DURATION OF AGREEMENT AND TIME OF PERFORMANCE.

- a. **Agreement Date.** This Agreement, made as of the date first written above, is binding upon signature by Her Honor, the Mayor of the City of Newton.
- b. **Performance Schedule.** The Member Community shall perform the services and program described in Schedule B, HOME Project, herein consistent with the following dates:

Program Commencement Date:	July 1, 2018
Obligation Date:	September 19, 2018
HOME Administration Expenditure Deadline:	June 30, 2021
Performance Completion Date/ Expenditure Deadline*:	June 30, 2026

- c. **Project Completion:** Projects must have satisfied and completed all contractual work, marketing, occupancy and close out procedures no later than four years from the Commitment of HOME funds; the date of which is determined by the Member Community's Subrecipient Agreement pursuant to the Subaward(s), or the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community shall repay to HUD all HOME funds invested in the Project.
- d. **Performance Completion Date/Expenditure Deadline*.** The time performance under this Agreement shall be completed on **June 30, 2026**, unless amended consistent with General Provisions, Paragraph 27, Changes, or terminated consistent with General Provisions, Paragraph 8 and 9, Termination. Otherwise, all funding and program income associated with the contractual documents outlined herein must be completely expended within 8 years of the Obligation Date.
- e. However, obligations remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

2. HOLDBACK OF PAYMENTS TO MEMBER COMMUNITY.

- a. The CITY reserves the right to hold payments in the event incomplete requisitions or reports are received or requisitions or reports are not submitted in a timely manner.
- b. The CITY will automatically retain a hold-back from the last requisition or a reasonable sum as determined by the CITY, until receipt and approval of the Member Community.

3. PROGRAM SCHEDULE.

- a. The CITY reserves the right to relinquish the program allocation of the Member Community if it risks not spending its allocation within eight years of execution of this Agreement or not completing a project within four years from the commitment of funds to a project. Funds not expended, or Projects not completed within these respective timeframes will be considered "involuntarily terminated before completion" and the Member Community shall repay to HUD all HOME funds associated to the project and/or the fiscal year allocation.

SCHEDULE D

RELEASE AND PROCESSING OF HOME FUNDS

1. **METHOD OF PAYMENT.** The CITY agrees to release the funds specified in Schedule A, Funding Amount and Project Budget herein, on a "pay as you go" or reimbursement basis consistent with the procedure outlined herein. The CITY will not advance funds to the Member Community under any circumstances. Note that the provisions of Schedule A as well as all other provisions of this Agreement must be satisfied prior to release of funds.

The CITY shall reimburse all allowable, eligible costs incurred during the period of performance as established in Schedule C (2 CFR 200.309). Program income that has been credited to the applicable Member Community must be committed and expended before the Member Community and Subrecipient may request same-year Entitlement HOME funds from the City.

2. **REQUISITION.** Following initiation of the HOME Project, the Member Community shall prepare and submit regular requisitions to the CITY based upon program operational costs incurred by the Member Community or by such contractors and vendors as contracted by the Member Community for the implementation of the HOME Project. The Member Community understands and agrees that it may not requisition the CITY for any costs covered by or charged to any other funding source.

The requisition should be sent by mail or email to:

Rachel Powers, Community Development and HOME Program Manager
 Department of Planning and Development
 City of Newton
 1000 Commonwealth Avenue
 Newton, MA 02459
 rpowers@newtonma.gov

Said requisition shall consist of the following:

- a. **Cover requisition letter/transmittal on Member Community stationery** signed by the member community which indicates the number of the requisition, identifies the HOME Project by name and by Agreement number, shows the remittance name and address, and indicates the amount(s) and type(s) of cost(s) incurred.
- b. **HOME Requisition Form** from Schedule H, Forms, herein shall accompany the requisition and shall indicate the budgeted amounts by object of expenditure consistent with Schedule A, Funding Amount and Project Budget, and shall indicate the actual expenditures for the period of the requisition and current budget balances. This report shall be signed by the Member Community.
- c. **Supporting Documentation** shall accompany the requisition and shall include copies of: invoices (paid), receipts, and countersigned time sheets (time sheets prepared and signed by individual staff which have been reviewed, authorized and countersigned by program or agency management), and other source documentation as may be required of the Member Community by the CITY to document the amount requisitioned for

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payment or reimbursement. Each piece of documentation should have a signature authorizing the expenditure.

3. REVIEW AND RELEASE.

- a. **Standard Processing.** The CITY shall review each requisition and process same for payment through the City's accounts payable system. It is understood that, subject to the timely receipt of proper requisitions in compliance with this Agreement, and no other circumstances intervening, the CITY agrees to release payment within approximately 21 days. The Member Community understands that submission of incomplete or erroneous requisitions may result in delay of payment.
- b. **IDIS Data Entry and Draws.** The CITY as Representative Member will process all draw downs following processing of payments and requisitions through CITY payment processing. IDIS data entry input is also performed by CITY following collection of information received from Member Community.

4. ERRONEOUS AND/OR IRREGULAR REQUISITIONS.

- a. **Erroneous Requisitions.** The Member Community understands that improperly prepared requisitions will not be processed and will be returned. Reimbursement will be held pending receipt of accurate information together with such source documentation as required. Upon receipt of three improperly prepared requisitions, field audit procedures may be initiated to evaluate financial management, control and record keeping procedures utilized by the Member Community.

5. FINAL PAYMENT. The CITY reserves the right to hold release of final payment pending satisfaction by the Member Community of all terms, requirements, and documentation of this Agreement.

SCHEDULE E**FINANCIAL MANAGEMENT**

GENERAL. The Member Community shall ensure compliance with the provisions herein referenced and/or stated in the implementation of the HOME Project, as applicable.

1. FINANCIAL MANAGEMENT.

- a. **Accounting Standards.** The Member Community agrees to comply with 2 CFR Part 200, Subpart E, Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. **Cost Principles.** The Member Community shall administer the HOME Project in conformance with 2 CFR Part 200 and 24 CFR 92.505, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", in particular Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Guidance for indirect cost identification for non-profits can be found in Appendix IV to 2 CFR Part 200.

2. DOCUMENTATION AND RECORD-KEEPING.

- a. **Records to be Maintained.** The Member Community shall maintain all records required by the HOME Program regulations specified in HOME Program Regulation 92.508 and in accordance with 2 CFR 200.302 that are pertinent to the HOME Project funded under this Agreement.
- b. **Records Retention.** The Member Community shall retain all records pertinent to expenditures incurred under this contract, in accordance with 24 CFR 92.508(c) for a minimum of five-years following the termination of the affordability period, written agreement or receipt of acquisition, rental and/or relocation assistance.

3. PROGRAM INCOME. HOME Program Income is the income generated directly by the investment of HOME funds (e.g., interest and principal on loans made by a Member with HOME funds). Program Income must be submitted to the Consortium for processing and will be credited to the Member Community for use on future HOME eligible activities. The Member Community shall report in a timely manner all program income, as defined at HOME Program regulation at 24 CFR 92.503(a). Program income may be generated by activities carried out with HOME funds made available under this contract. The use of program income by the Member Community shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307 as well as Section C Financial Administration of the WestMetro HOME Consortium Program Administration Guidelines. Program income is not subject to the 12- month exclusive use period however, program income funds may voluntarily be transferred to the Consolidated Funds Pool.

4. AUDIT REPORTS AND FINANCIAL STATEMENTS. Audit reports and/or financial statements shall clearly identify HOME receipts and expenditures separate from other funding sources.

- a. 2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of \$750,000 in a year shall have a single audit performed not less frequently than annually. A copy of this audit shall be submitted to the CITY and to the HUD Office

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of the Inspector General. The audit must be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

5. **DIVERSION OF FUNDS PROHIBITED.** The Member Community shall under no circumstances rebate, divert, or redirect funds received to any other activity (ies) or cost(s). Any such rebate, diversion, or redirection of funds from the approved activity(ies) and cost(s) as described in Schedule A, Funding Amount and Project Budget and Schedule B HOME Project herein, shall be a violation of this Agreement and subject to legal and disciplinary proceedings pursuant to General Provisions, Paragraph 8 and 11, herein.
6. **PROCUREMENT STANDARDS.**
 - a. **Procurement.** The Member Community agrees to fully comply with applicable requirements as referenced in 2 CFR 200.318 through 200.326 for nonprofit subrecipients. The CITY shall review each HOME funded procurement and all proposed contracts of the Member Community, the organization, its agents, representatives and employees or designees. Said contracts shall be maintained in the Member Community's files for review. HOME Program regulation 24 CFR 570.609 prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with 24 CFR 24, Appendix B. No funds may be released for contracts which have not been procured in accordance with these requirements. Refer to 24 CFR 570 and Section 3 of the Housing and Urban Development Act of 1968 for required compliance with local entrepreneurship and employment provisions.
 - b. **Purchase of Recycled Materials.** The Member Community shall comply with the Resource Conservation and Recovery Act, Section 6002 in the design of projects and use of designated recycled items, to the extent applicable.

SCHEDULE F**INSURANCE**

Each Member Community shall require that all owners, contractors, and subrecipients of HOME assisted Projects shall, at all times, maintain certain types of insurance coverage consistent with the character of the Project and shall ensure compliance with the following as applicable.

(1) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member Community shall get a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (a) and (b) below. The insurance provided shall be maintained during the note, mortgage or the affordability period, whichever is longer.

(a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member Community as loss payee. Any changes from the standard required coverages and amounts as stated below shall be mutually agreed to in advance and in writing by the Member Community and the CITY.

(b) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: *Minimum Amount* = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: *Minimum Amount* = HOME funds and all senior indebtedness

(2) Flood insurance. All HOME Projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member Community shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing of a grant or loan providing assistance, each Member Community shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:

Minimum Amount = HOME funds and all senior indebtedness.

(3) Construction insurance. Before the start of work on any HOME site, each Member Community shall get a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member Community as additional insured. Minimum amounts are stated in (a) and (b) below. The insurance

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shall be maintained for the duration of the work to be performed.

- (a) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
	\$300,000 aggregate

- (b) Automobile Liability (case by case basis, subject to determination by Member Community and CITY) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence
	\$100,000 aggregate
Bodily injury	\$250,000 each occurrence
	\$500,000 aggregate

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**SCHEDULE G
(Part I)**

CERTIFICATE OF EXECUTION

IN WITNESS WHEREOF the parties hereto have executed this Agreement in 13 counterparts, as of the date first written above.

, Chairman, Board of Selectman/Town Manager

APPROVED AS TO LEGAL FORM:

, Legal Counsel
Town of

CHIEF EXECUTIVE CERTIFICATION

This is to certify that _____ is the duly elected

_____ for the Town of _____, Massachusetts.

Town/Clerk

Date

Attachment 11.a: Sudbury HOME Subrecipient Agreement (3272 : WestMetro HOME Consortium Subrecipient Agreement)

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SCHEDULE H FORMS

Must be returned with signed contracts

- Fair Housing and Equal Opportunity Report
- FFATA Form (for contracts over \$30,000)

Must be completed and returned during program year

- WestMetro HOME Consortium Requisition Form (submitted with invoices)
- Substantial Amendment Form

For your reference

- HOME Eligibility Income Limits
- WestMetro HOME Consortium Rehabilitation Standards
- FY19 HOME Rents
- 2018 HOME per unit Subsidy Limits
- HOME Program Administrative Guidelines

Bedford
 Belmont
 Brookline
 Concord
 Framingham
 Lexington

WESTMETRO HOME CONSORTIUM

City of Newton, Representative Member
 1000 Commonwealth Avenue
 Newton, MA 02459-1449
 (617) 796-1156

Natick
 Needham
 Newton
 Sudbury
 Waltham
 Watertown
 Wayland

**Fair Housing and Equal Opportunity Report
 City of Newton, Massachusetts
 Subrecipient Documentation of Compliance with HUD Regulation
 24 CFR 92.508 (a)(7)**

Name of Organization:	
Total Number of Employees as of July 1, 2018	
White (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.	
Black (not or Hispanic origin): All persons having origins in any of the Black racial groups of Africa.	
Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	
Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.	
American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.	

_____ I have attached a copy of my organization's equal opportunity policy, and/or document any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating programs funded in whole or in part by CDBG/HOME/ESG funding.:

Signature, Authorized Official

Date

WestMetro HOME Consortium Administrator
 1000 Commonwealth Avenue, Newton, Massachusetts 02459-1400
 Telephone (617) 796-1120 Telefax (617) 796-1142 TDD/TTY (617) 796-1089
 www.newtonma.gov

ATTACHMENT F FFATA REPORT

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

A. SUB-RECIPIENT/CONTRACTOR INFORMATION

Name of HOME Sub-recipient or Contractor: _____

Name of Project/Activity: _____

Data Universal Number System (DUNS) Number: _____

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

B. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES _____ NO _____

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES _____ NO _____

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

Question 2: List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

C. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Officer and representative of: _____
Name of sub-recipient or contractor

Address: _____

Telephone Number: _____

On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME assisted project. It is further understood that any payment from the WestMetro HOME Consortium for this project cannot be made until this report is submitted to the HOME Grantee.

Name and Title of the Authorized Representative
(print or type)

Signature of Authorized Representative Date

WestMetro HOME Consortium
Requisition for HOME Funds

DATE: _____

Requisition # _____

TO: *City of Newton, HOME Consortium Administrator*

IDIS # _____

Project # _____

FROM: _____

PROJECT: _____

Scheduled closing date (if applicable): _____

We hereby request HOME funds in the amount of: _____

As required, source documentation is attached in the form of: _____

Please requisition the indicated amount from HUD and transmit to the designated payee(s) below:

Vendor Name: _____

Vendor Address: _____

If your project receives funds from several projects, please submit one requisition per project.

A Project Name Project Number	B Project Budget	C Prior Expenditures	D Prior Balance (B - C)	E Requisition Amount	F Expenditures to Date (C + E)	G Project Balance (D - E)
Name: Number:			\$0.00		\$0.00	\$0.00

Match Amount - if required (25% of Expenditure):	\$0.00
Source of Match:	_____

I hereby certify that the funds requisitioned herein (i) do not exceed the amount needed for the payment of eligible costs as required by HOME Program regulation 92.504; (ii) are for costs incurred or paid out during the effective period of the HOME Funding Agreement; and (iii) that matching requirements, if applicable, have been satisfied per regulations 92.218-.221.

Authorized Signature: _____

Title: _____

Administrative Use Only

Attachment 11.a: Sudbury HOME Subrecipient Agreement (3272 : WestMetro HOME Consortium Subrecipient Agreement)

(City/Town Letterhead)

To: WestMetro HOME Consortium Administrator

From: _____

Community: _____

Re: **Amendment to Annual Action Plan(s) – FY**____

Date: _____

This is to notify you that the City/Town of _____ has held a public hearing on (date) _____, in accordance with its Citizen Participation Plan, and that the Citizen Participation and Environmental Review processes have been completed on the following project(s).

• **New project or project to have funding increased**

(Project Name) _____

◇ (Consortium Project Number) _____

◇ (Amount of funding to be added) \$ _____

• **Project to have funding decreased**

(Project Name) _____

◇ (Consortium Project Number) _____

◇ (Amount of funding to be deducted) \$ _____

We are attaching Budget Amendment form(s) and IDIS Setup and/or Completion forms for these changes to this memo.

Please notify HUD of these changes to the WestMetro Consortium's FY____ Annual Action Plan.

Signed:

Title

Date

U.S. DEPARTMENT OF HUD
STATE: MASSACHUSETTS

2018 ADJUSTED HOME INCOME LIMITS

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Barnstable Town, MA MSA								
30% LIMITS	18100	20700	23300	25850	27950	30000	32100	34150
VERY LOW INCOME	30200	34500	38800	43100	46550	50000	53450	56900
60% LIMITS	36240	41400	46560	51720	55860	60000	64140	68280
LOW INCOME	48300	55200	62100	68950	74500	80000	85500	91050
Boston-Cambridge-Quincy, MA-NH HUD Metro FM								
30% LIMITS	22650	25900	29150	32350	34950	37550	40150	42750
VERY LOW INCOME	37750	43150	48550	53900	58250	62550	66850	71150
60% LIMITS	45300	51780	58260	64680	69900	75060	80220	85380
LOW INCOME	56800	64900	73000	81100	87600	94100	100600	107100
Brockton, MA HUD Metro FMR Area								
30% LIMITS	17700	20200	22750	25250	27300	29300	31350	33350
VERY LOW INCOME	29450	33650	37850	42050	45450	48800	52150	55550
60% LIMITS	35340	40380	45420	50460	54540	58560	62580	66660
LOW INCOME	47150	53850	60600	67300	72700	78100	83500	88850
Lawrence, MA-NH HUD Metro FMR Area								
30% LIMITS	19950	22800	25650	28500	30800	33100	35350	37650
VERY LOW INCOME	33250	38000	42750	47500	51300	55100	58900	62700
60% LIMITS	39900	45600	51300	57000	61560	66120	70680	75240
LOW INCOME	50350	57550	64750	71900	77700	83450	89200	94950
Lowell, MA HUD Metro FMR Area								
30% LIMITS	22150	25300	28450	31600	34150	36700	39200	41750
VERY LOW INCOME	36900	42200	47450	52700	56950	61150	65350	69600
60% LIMITS	44280	50640	56940	63240	68340	73380	78420	83520
LOW INCOME	50350	57550	64750	71900	77700	83450	89200	94950
Pittsfield, MA HUD Metro FMR Area								
30% LIMITS	16950	19400	21800	24200	26150	28100	30050	31950
VERY LOW INCOME	28250	32300	36350	40350	43600	46850	50050	53300
60% LIMITS	33900	38760	43620	48420	52320	56220	60060	63960
LOW INCOME	45200	51650	58100	64550	69750	74900	80050	85250
Berkshire County, MA (part) HUD Metro FMR A								
30% LIMITS	16950	19400	21800	24200	26150	28100	30050	31950
VERY LOW INCOME	28250	32300	36350	40350	43600	46850	50050	53300
60% LIMITS	33900	38760	43620	48420	52320	56220	60060	63960
LOW INCOME	45200	51650	58100	64550	69750	74900	80050	85250

WESTMETRO HOME CONSORTIUM CONSTRUCTION STANDARDS

UPDATED MARCH 5, 2019

In accordance with the 2013 HOME Final Rule, 24 CFR 92.251, Uniform Property Condition Standards (UPCS) addressing Methods and Materials have been incorporated into the WestMetro HOME Consortium Rehabilitation Standards as required by the U.S. Department of Housing and Urban Development. These standards, in addition to all local codes, ordinances and zoning requirements, will apply to HOME Investment Partnerships Program-funded development and rehabilitation projects committed after January 24, 2015 and ensure upon completion that assisted projects will be decent, safe, sanitary and in good repair. All project sponsors seeking HOME assistance must conform to the standards outlined herein.

I. General Policy for Property Standard Inspections

1. **Inspection Procedures.** Each Member Community is responsible for using the appropriate HUD- issued inspection checklist as a tool to inspect the appropriate items and areas. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional(s) from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity. Member Communities wishing to train and certify inspectors may do so using its HOME Administrative or other funding. Appropriate certifications must be kept on file or the inspection will be void.

2. **On-Site Inspections.** The Member Community is responsible for inspecting each HOME Project at the time of completion to ensure that the work is completed in accordance with applicable codes, standards, contract and construction documentation. The property must meet these criteria at close-out and during the HOME period of affordability. The Consortium Administrator provides notification of on-going inspections during the HOME monitoring period.
 - a. **Frequency of Inspections.** For *rental projects*, the first on-site ongoing inspections must occur within 12 months following project completion, and an inspection must be conducted at least once every three years thereafter. For *homeownership projects*, the unit(s) must be inspected and confirmed to meet property standards at the time of acquisition or be inspected within 12 months following project completion.

 - b. **Sample Sizes.**
 - o 100% of the HOME rental units must be inspected for projects consisting of 1 to 4

units.

- For projects with more than four HOME-assisted rental units, at least 20% of the HOME- assisted units in each building, but not fewer than four units in each project and one HOME-assisted unit in each building.
- c. **Follow up to Address Deficiencies.** A follow up inspection is required within 12 months of the violation for non-health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the “Opportunity to Cure” section in each project’s executed HOME Funding Agreement.
- d. **Annual Certification.** During yearly rent approval, property owners must certify to the Member Community that the building(s) and all HOME-assisted units in the project are suitable for occupancy.

II. Property Standards for New Construction Projects

1. **Minimum Standards.** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance, projects must comply with the rehabilitation standards in Section III, Part 15 outline applicable methods and materials and construction requirements.
2. **Accessibility.** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.
3. **Disaster Mitigation.** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards (24 CFR 92.251(a)(2)).
4. **Project Oversight.** The Member Community must review and approve written cost estimates, construction contracts, and construction documents and conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, contract, and construction documents. The Member Community is responsible for

documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.

5. **Broadband Infrastructure.** New construction housing projects containing more than 4 rental units must include the installation broadband infrastructure, as defined in 24 CFR 5.100, except where the participating jurisdiction determines and, in accordance with §92.508(a)(3)(iv), documents the determination that:
 - (A) The location of the new construction makes installation of broadband infrastructure infeasible; or
 - (B) The cost of installing the infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.

III. Property Standards for Rehabilitation Projects

1. **Minimum Standards.** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance and as such, the following standards, methods and materials outline rehabilitation requirements.
2. **Health & Safety.** Each sponsor of an occupied project must provide a narrative describing the existing condition of the property, identifying any life-threatening deficiencies and a plan for addressing such deficiencies prior to commencement of renovation activities. The sponsor must describe how residents who will remain in structures under renovation will be assured of safe egress, protection from fire hazards, noxious fumes, exposure to hazardous materials, and loss of security for themselves and their possessions.

Certain health and safety issues must be addressed immediately when a unit is already occupied. These items include:

- Air Quality – Propane/Natural Gas/Methane Gas Detected
- Blocked Egress/Ladders
- Carbon Monoxide/ Smoke Detector – Missing/Inoperative
- Electrical Hazards – Exposed Wires/Open Panels
- Electrical Hazards – Water Leaks on/near Electrical Equipment
- Emergency Fire Exits – Emergency/Fire Exits Blocked/Unusable
- Leaking smoke pipes on all gas or oil fired appliances and/or heating units
- Missing Outlet Covers
- Missing/Damaged/Expired Extinguishers
- Misaligned/Leaking Chimney and/or Ventilation Systems
- Open Waste Lines
- Outlets/Switches/Cover Plates – Missing/Broken

- Windows – Security Bars Prevent Egress
3. **Major Systems.** Major Systems are the following:
- Structural support
 - Roofing/siding/cladding/weather proofing
 - Windows/doors
 - Plumbing/electrical
 - Heating/ventilation/air conditioning
 - Chimneys
 - Decks and Stair systems
4. **Useful Life of Major Systems.** In housing with 26 or more units, an estimate of all Major Systems, as outlined above and defined by HUD, appliances and other components of the proposed project, including fire suppression and/or detection, security, tel/data, stormwater management systems, basic livability requirements mandated by the Massachusetts State Sanitary Code, and requirements of the Massachusetts Architectural Access Board and applicable Federal accessibility standards, must be completed by a capital needs assessment conducted by a third-party hired by the owner, developer or the Member Community. Additionally, each project sponsor must complete a systems checklist identifying each major system, its current condition, the proposed scope of rehabilitation, and the expected useful life of the system following rehabilitation.
- If the housing contains less than 26 units, an in-house capital needs assessment is acceptable, so long as it is conducted by a qualified individual. If the person is unable to acquire an original install date of the system, he/she should estimate the useful life using their experience in the field.
- a. **For rental housing,** if the useful life of any Major System is less determined to be less than the HOME Affordability Period the owner/developer must establish a replacement reserve. The owner/developer must make adequate monthly payments to said reserve that will allow repairs and replacement as needed.
 - b. **For ownership housing,** all Major Systems must have a useful life of at least five years. If a Major System does not meet this standard, they must be rehabilitated or replaced as part of the rehabilitation work.
5. **Energy Conservation and Green Design:** Project sponsors will be required to provide information on energy efficiency and green design in their applications, in particular, aspects of developments that exceed requirements of the base Massachusetts Building Code, or the "Stretch Code" if adopted by the locality.
6. **Lead Paint.** Project sponsors are required to follow Lead-Based Paint provisions of 24 CFR Part 35. For properties occupied by children less than 6 years of age, full abatement is required. Sponsors also must conform to all Massachusetts laws and regulations, as well as

EPA requirements regarding lead-based paint, including protection of workers who may be exposed to lead paint during the construction process.

7. **Accessibility.** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.
8. **Disaster Mitigation.** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards.
9. **Inspection Forms.** Upon initial completion and ongoing property inspections, each inspector shall use Form HUD-52580 (the standard "Inspection Checklist" Housing Quality Inspection form), or a successor form as directed by HUD.
10. **Work Write-Ups and Cost Reasonableness.** The Member Community must review and approve work write-ups (i.e. plans and specifications) to ensure that the work will be in compliance with the standards outlined herein. The Member Community must review a written cost estimate and approve the estimate after determining that the costs are reasonable.
11. **Frequency of Inspections.** The Member Community must conduct an initial inspection in order to determine deficiencies that must be addressed; periodic inspections to monitor construction progress; and a final inspection to ensure all work was done in accordance with the work write-ups and/or plans. The Member Community is responsible for documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.
12. **Ongoing property condition standards.** For the duration of the HOME affordability period, all rental housing must meet:
 - a. Massachusetts State Building Sanitary, and Zoning Codes
 - b. The Housing Quality Standards pursuant to 24 CFR 982.
 - c. Health and Safety defects, as identified in Section 2 of this policy

- d. Lead-based Paint requirements, as identified in Section 5 of this policy
- e. Local Zoning Ordinances
- f. National Electrical Code
- g. Massachusetts Fuel Gas and Plumbing Code
- h. Massachusetts Fire Regulations
- i. Massachusetts Elevator Regulations
- j. Massachusetts Department of Public Health Requirements
- k. Massachusetts Historic Commission Regulations
- l. U.S. Department of Energy Regulations
- m. Massachusetts Department of Environmental Protection Regulations
- n. HUD Rehabilitation Guidelines
- o. Americans with Disabilities Act
- p. Massachusetts Architectural Access Board Regulations
- q. Local, State and Federal Requirements Related to Sewage/Septic Systems
- r. Requirements for HOME Environmental Provisions

13. Corrective Actions. A follow up inspection is required within 12 months of the violation for non- health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the "Opportunity to Cure" section in each project's executed HOME Funding Agreement.

14. Uniform Physical Condition Standards (UPCS): All sponsors will be required to ensure that assisted housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703 (<https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol1/pdf/CFR-2011-title24-vol1-sec5-703.pdf>). Monitored projects will include the UPCS inspectable items and observable deficiencies for the site, building exterior, building systems, common areas, and units identified on the following. Sponsors should review the following appendices: HOME Investment Partnerships Program FAQ (<https://www.hudexchange.info/onecpd/assets/File/HOME-FAQs.pdf>), as well as CPD Notice 18-08, Section IV, D, 2, (g) (<https://www.hudexchange.info/resources/documents/Notice-CPD-18-08-Guidance-on-Submitting-HTF-Allocation.pdf>).

15. Methods, Materials and Additional Standards for Multifamily Rehabilitation Projects: Sponsors of multifamily rental projects are to follow the following standards as closely as possible.

Overall Unit Size:

- SRO: 120 square feet (sf)
- Enhanced SRO: 175 sf (includes food preparation area and bathroom)
- One-bedroom unit: 600 sf (or applicable HUD program standards; for example section 202)
- Two-bedroom unit: 850 sf

- Three-bedroom unit: 950 sf
- Four- or more bedroom unit: 1,100 sf

Minimum Room Size:

Rooms in rehabilitation projects shall meet the following minimums (including a dimensional minimum):

- Primary bedrooms: 120 sf (10.5 ft.)
- Secondary bedrooms: 100 sf (9.5 ft.)
- Living room: 150 sf (12 ft.)
- Dining room: 100 sf (10 ft.)
- Living/dining room combo: 200 sf (12 ft.)
- Full bathroom: 40 sf (5 ft.)

If a room has a sloped ceiling, any portion of the room measuring less than 5 feet from the finished floor to the finished ceiling shall not be included in the measurements of the floor area.

Closets and storage cannot be included in the measurement of the floor area.

Kitchen:

The size of the unit should determine the amount of counter space to be provided:

	<i>counter space length</i>	<i>minimum circulation width</i>
• One-bedroom unit	6 linear feet	4 feet
• Two-bedroom unit	8 linear feet	4 feet
• Three or more-bedroom unit	10 linear feet	4 feet

The minimum total linear feet of counter cannot include the space occupied by the sink, stove, and refrigerator.

Bathrooms:

The number of bedrooms within the unit determines the number of bathrooms:

- One-bedroom unit One bathroom
- Two-bedroom unit One bathroom
- Three-bedroom unit One-and-a-half bathrooms (minimum)
- Four or more-bedroom units Two bathrooms

Many of the Housing Rehabilitation Projects on homes built prior to 1978 may require some level of Lead Paint Abatement and/or Interim control. When Federal financial assistance is available to the project, the HUD Lead Safe Housing Rule will be in effect. The Lead Safe Rule requires that contractors be certified in the Lead Safe Housing Rule, and when disturbing lead-based paint, comply with the section governing the type of HUD assisted Housing Program. For projects where a child under the age of six resides in the dwelling, a comprehensive Lead Paint Risk Assessment and full lead paint abatement will be required.

The HOME Program is financially assisted by HUD money, and is required to specify and install products that are Energy Star qualified whenever feasible to do so. Energy Star is a

joint program of the U.S. Environmental Protection Agency and the U.S Department of Energy, and its goal is to identify and promote energy-efficient products that conserve energy and reduce greenhouse gas emissions. While Energy Star provides labeling for 50 different product categories, its testing and certification is ongoing with continuous with new products receiving its labeling on a regular basis. Most energy devices such as lighting fixtures and/or heating systems will be specified in the work write-up and/or Bid Specifications by the Housing Rehabilitation Specialist. When submitting an "or approved equal" product on the Bid form, the product must meet and/or exceed the Energy Star ratings specified in the work specifications.

In most cases, a material cost per light fixture/illumination will be included in work write-up and/or bid specifications. This is to allow the owner an opportunity to choose a fixture that suits their particular style and preferences, and it allows the contractor to know the material costs when completing the bid form. All light fixtures installed by contractor will be Energy Star qualified. Many fixtures simply require the installation of an Energy Star bulb. Depending on the amount of illumination required in a particular room, the fixture may require a specific design to prevent overheating and malfunction of bulbs.

The following requirements and information to utilize when bidding and completing projects:

GENERAL

1. All bid proposals must accurately reflect the work specified along with any additional addenda to the works specs.
2. All written proposals will be considered firm quotes and not price estimates.
3. The proposal must include all phases of construction that will produce a functional and attractive finished product. In other words, all aspects of construction leading to a finished product must be included in the proposals whether expressly stated in the bid specifications or assumed to be included as an expected part of the work. For example, if a door is called for in the work specifications, then it must include the jambs, header, sill, hinges, doorknob, bolt, striker, trim, painting, etc.
4. When any item, such as a light fixture, plumbing fixture, stove, etc., has to be temporarily removed and later re-installed, the cost of this work must be included in the bid. For example, if new flooring is called for in the bathroom, the installer must include the cost of removal and re-installation of the toilet in the proposal.
5. All materials must be installed according to the manufacturer's recommendations.
6. No "seconds" or inferior materials will be permitted.
7. Any materials damaged while being removed or installed will be replaced by the contractor at his own expense, if in the opinion of the project oversight inspector, care or good judgment was not exercised.
8. If any work is unsatisfactory to the project oversight inspector, it must be done again and/or modified until satisfactory at the contractor's expense, or another contractor will complete the work and the original contracted line item price will not be paid.

9. If a subcontractor, hired by the General Contractor, accidentally harms another contractor's work, the General Contractor will be responsible for required repairs, and the project oversight inspector will be notified immediately.
10. All trades must adhere to state, federal, and local codes.
11. All necessary permits must be applied for and inspections arranged by the subcontractors and contractors.
12. All work must be accomplished in a workmanlike and diligent manner. The contract will specify a reasonable time for completion of a project. A project should be completed within the specified time limits in the contract with as few delays as possible. The finished product should be pleasing to the eye.
13. The general contractor is responsible for coordination of the work of all subcontractors such as plumbing, wiring, and carpentry. Where and when it is required, the General Contractor will coordinate with Lead and Asbestos Abatement contractors. All trades must comply with state, federal, and local regulations governing other trades. For example, during asbestos and lead removal, no other work can proceed on the project.
14. The homeowner will choose all colors and patterns.
15. Homeowners must be contacted at least one day prior to the start of the work.
16. No homeowner will be left without the use of facilities (bathroom, heat, kitchen, etc.) overnight, unless homeowner has agreed.
17. Rubbish from construction must be removed on a regular and frequent basis and should be confined to one location which is approved by the homeowner. It is particularly important not to leave rubbish or any staging at the project during any brief hiatus in the work, such as a delay in the delivery of materials.
18. All suggested name brands are consistent with the quality and Energy Star standards, and any substitutions of products must be of equal quality and standards to maintain consistency with existing materials or fixtures. In addition, any substitutions must be specified in the bidding process and approved by the project oversight inspector to maintain the consistency of quality.

CARPENTRY

1. All structural wood must be construction grade or better.
2. All permanent supports of buildings and structures (including porches) shall extend a minimum of four feet below grade except when erected upon sound bedrock.
3. The diameter and footings of all concrete piers must comply with state, federal, and local codes.
4. All wood in contact with ground or masonry and supporting permanent structures shall be approved treated Wolmanized pressure treated wood.
5. All wood less than two inches above the surrounding grade, in locations subjected to pounding of water, and/or in a location subjected to dampness, shall be approved wood type (redwood, etc.) or pressure treated.
6. All kitchen and bathroom cabinets must have four sides and a bottom shelf. Fronts shall be pre-finished plywood, hardwood, or plywood with a washable veneer.
7. All locksets must be equal to or better than Schlage unless stated otherwise in the specifications.

8. All tub surrounds must be equal to or better than Sterling. All tub surrounds will be constructed of fiberglass and Gelcoat or Formica.
9. All suspended ceilings must be at least equal to Owens-Corning, pebble white, and meet fire rated requirements for specific applications.
10. All countertops must be equal to or better than Formica and be post-formed with backsplash and include factory miters and/or fixture openings.
11. All exterior doors must be equal to or better than "THERMA-TRU" Smooth-Star Fiberglass Door Model #S2100, with clear insulated glass and Low E film, include custom cut-down charge if applicable, and shall meet or exceed state and Energy Star requirements for energy conservation.
12. All areas that will have sheetrock must be left level, square, studded, furred, backed, and plumbed for sheetrock.
13. Fire code (5/8") sheetrock to be used to surround each apartment in a multi-family dwelling to provide a one (1) hour fire rating.
14. All interior doors leading to common areas in a dwelling containing more than one unit shall meet state, federal and local fire ratings.

ROOFING

1. All roofing materials must be of quality equal to or better than preformed white aluminum drip edge, 15 lb. felt, 30-year architectural algae resistant shingles, aluminum back flashing, and lead cap flashing.
2. Valleys can be woven or flashed with aluminum in six (6) foot lengths.
3. All chimneys, roof flanges, etc. must be flashed, counter-flashed, and made weather-tight.
4. All low-slope roofs to have double coverage, GAF or equal with blind nailing, rubber membrane covering, peel and apply products such as "low-Slope", bituthane under covering, or shingles installed as indicated by state building code.
5. Fill in all spaces in roof sheathing.
6. Replace all deteriorated roof sheathing (if visually available from attic area) and make allowances in bid price.
7. All roof insulation shall include proper ventilation as indicated by state building codes.

STORM DOORS AND WINDOWS

1. All aluminum combination storm doors must include all screens, storm sash, have a baked enamel or mill finish (owner's choice), be fitted with a self-closing device, and be equal to or better than one (1) inch door by Viking.
2. All aluminum combination storm windows must include screens and storm sash and be equal to Viking Rex or an approved equal.
3. All screens are to be aluminum.
4. The homeowner will choose either baked enamel or mill finish.
5. Fixed windows will not require a screen.
6. Unusual windows are to be custom cut and fit.
7. Unless specified otherwise, all new window installations will have a U factor and SHGC of .27 or lower, such as Harvey Classic, Norandex Viewpoint 5000 Series, MI 1555 Series (or approved equal) with matching grids and aluminum half screens. Use obscure glass in

bathrooms. Cellar windows will be either sliding, hopper, or awning according to specs. Tempered glass to be used whenever MA code dictates. When a new rough opening is required, window size shall meet minimum requirements as indicated by state building code.

INSULATION

1. All attic insulation must strive for an R-factor of at least 30, where possible.
2. In floored attics being blown in, remove enough boards to fill the bays and replace boards, drill and plug with permission of owner.
3. Materials can be class #1 cellulose, loose or blanket fiberglass.
4. Allow for ventilation above insulated rafters.
5. Sidewalls to be filled to capacity when called for. At least two holes per bay (8 feet tall).
6. Ventilation to be provided at a rate of one square foot of clear vent for every 300 square feet of insulation and vapor retarded areas.
7. Walls that are opened and insulated with blanket/batt fiberglass installation to include poly vapor barrier lapped four inches.

SHEETROCK

1. Use 5'8" sheetrock where one (1) hour fire rating is required.
2. Use 5/8" sheetrock where studs or joists are more than 16" OC.
3. Ceilings are to be screwed. Walls can be nailed. When sheetrock is applied over existing plaster it is to be screwed to joists or studs.
4. Moisture resistant sheetrock to be used in areas of high humidity such as bathrooms, laundry, and behind kitchen sink base.
5. Allow for any backing, blocking, shimming, furring, or studing necessary to do a square, level, and smooth job. This must be included in the bid price.
6. Sheetrock joints to be covered with tape (imbedded in compound), joints and nails/screws to be covered with three (3) coats of compound, final coat to be finished smooth and ready for paint, etc.

FLOORING

1. All flooring will have a material cost listed in the specs (not including installation). Contractor will include any additional installation (labor and substrates) costs and material cost per square foot on bid form.
2. All sheet goods flooring must be applied to a smooth, dry surface.
3. Existing resilient flooring will have a plywood underlayment for new resilient flooring or cement board for tile applied over existing flooring, prior to installation of new, and include labor and material on bid form.
4. Before installing plywood or cement board on the floor in the bath, the toilet must be removed.
5. All voids and cracks must be filled with a leveling agent.
6. If a stove, toilet, plumbing fixture, electrical fixture, vanity, or anything else has to be removed and replaced, the cost of removal and replacement must be included in the bid price.

7. If the flooring is not scribed to the satisfaction of the project oversight inspector, a base shoe, carpet strip, or cove base must be installed and finished at the contractor's expense.
8. All preparation and finish of surfaces must be included in the bid.

PAINING

1. Before painting, all areas must be clean, all holes must be patched, all caulking complete, all sashes must be glazed where necessary, all peeling paint scraped and feathered, all loose wood nailed. This must be included in the bid. All severely damaged wood, siding, trim, etc. to be replaced must be included in the bid price.
2. All exterior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
3. All interior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
4. All sheetrock walls and ceilings to receive one coat of primer and two topcoats of finish.
5. All interior stain must be equal to or better than Minwax.
6. All exterior stain must be equal to or better than Cabot or Cuprinol.
7. All urethane must be applied in three coats. The first two coats are to be lightly sanded and materials are to be equal to or better than Minwax or Zip-Guard.
8. All interior and exterior watermarks, stains, or knots to be treated with at least one coat of pigmented shellac, Kilz, Bin, or Equal.
9. Check the entire contract to bid on all new work done by carpenters, sheet rockers, and other trades. Unless specified otherwise, contractor will be responsible for painting all new work.

MASONRY

1. All masonry to be in accordance with the State Building Code as well as local ordinances.
2. Before repointing, all joints are to be raked to a minimum depth of ½" and wetted. Tooling and color of new mortar to match existing as closely as possible from local sources.
3. Step flashing to be lead, counter-flashing may be aluminum.
4. All new chimneys to be clay-flue lined with approved clean-outs and thimbles. All chimneys will be waterproofed prior to installation unless masonry units fulfill this requirement.

PLUMBING

1. All kitchen sinks must be of a quality equal to or better than Dayton's stainless, double bowl sink.
2. All kitchen faucets must be of quality equal to or better than Delta, spray to be included.
3. All tubs to be American Standard's Builder (cast iron) or equal.
4. All tub and shower valves to be Symmons S96-2 (anti-scald) or equal. Waste and overflow to be Gerber 41-812 or equal.
5. Water closet to be Gerber or equal (water-saver).
6. One-piece lavatory to be Universal Rundle's one-piece china top or pre-formed top by Roma, Northwest Marble, or equal.

7. Unless specified otherwise, all vanity bases to be 20", 24", or 30", Universal Rundle or Old Hampshire's pre-finished vanity base.
8. Unless specified otherwise, vanity tops to be one-piece china, pre-formed or post-formed Formica top with a drop-in lavatory that is cast in china and must be American Standard or equal.
9. All vanity faucets to be Delta or equal.
10. All necessary carpentry or other trade work must be included in the bid, unless other arrangements have been made, especially in regard to vent pipes. Ask the homeowner for the least objectionable location for the vent pipe.
11. All accessible lead, steel, or brass pipe connected to a fixture that is being replaced is to be removed.
12. Install shut-offs and escutcheons for all new fixtures except tubs.
13. All work to be in accordance with the Massachusetts building code.

HEATING

1. All new heating units to be Energy Star Qualified, unless otherwise specified. Heating device will include a programmable thermostat that offers four convenient pre-programmed settings and be Energy Star qualified.
2. All work to be in accordance with Massachusetts building code.
3. All related code material, such as 5/8" fire-rated sheetrock, buried oil line, thermostat, filters, and firematics to be included in the bid. All extraordinary situations that might endanger the safety of the resident or go against code to be made safe.
4. Removal of old heating unit to be included in bid.
5. All water heaters must be Energy Star qualified, unless specified otherwise.

ELECTRICAL

1. All cellar light fixtures and the light fixture over the cellar stairs to be porcelain or Bakelite and include illumination bulb such as the type recommended by Energy Star.
2. All bathroom and kitchen counter top plugs must be ground-fault protected.
3. Overhead light fixtures will have a spec'd allowance per fixture unless the owner supplies fixtures.
4. All splices to be in box.
5. All bath vents to be Panasonic Whisper or equal and must be vented to the exterior.
6. All related carpentry work or other trade work must be included in the bid unless other arrangements have been made.
7. Wire mold is objectionable to many homeowners. It should be used only with the prior written permission of the homeowner. Otherwise, it will not be permitted.
8. If the bid specifications call for a switched overhead fixture, the outlet, the switch, and related wiring must be included in the bid.
9. All work must be in accordance with the Massachusetts building code.
10. All light fixtures to provide illumination will be Energy Star qualified.

16. Required Architectural Submission (Multifamily Rental Rehabilitation Projects):

This section outlines the type of drawings and other documentation that sponsors must submit for rehabilitation projects that fall within these guidelines. An architect and/or construction cost estimator must prepare the plans and construction budgets applicable for each project.

Site Plan:

Indicate the location of the building, property lines, access to the building from the street, landscape, curb cuts, driveways, orientation (north arrow), at an appropriate scale.

Existing Floor Plan:

Include plans for each floor, including basement and roof. Drawings should be drawn at an appropriate scale. The existing floor plans should include the following information:

- Structural elements such as existing bearing walls, columns (indicate this with a note or graphically, e.g.: shade in the structural walls).
- Direction of floor joists if structural changes are being made.
- Existing plumbing, ventilation chase, fireplaces and any other information that affects design.

Proposed Floor Plans:

Drawings should address changes of layout, removal of walls or structural elements, or any other changes. The proposed floor plans should include the following information:

- Unit Floor Area (i.e., the total area within the unit exterior walls).
- Room Areas (i.e., the area within the perimeter wall of the room excluding storage and closet space).
- Critical overall and interior dimensions.
- Vertical structural elements.
- Wall thickness to scale.
- Location and size of windows, indicating the window-sill height (measured from the finished floor).
- Ceiling heights.
- Location of mechanical equipment, meters, and electric service panels.
- Location of water, gas, sewer, and electric services.
- In the case of attic renovation, drawings should be provided indicating ceiling heights, knee wall heights, dormers location, etc.
- All units should be built with internet connectivity, COAX cable for TV and CAT5e or better for tel/data.

Elevations:

Drawings should include all elevations impacted by the scope of work.

Landscaping Guidelines:

This section outlines suggestions for site improvements and landscaping for projects that all under these guidelines.

Site Design:

- Where possible and feasible, provide usable areas such as the following where the community can meet and gather:
 - Safe play areas for children in multifamily developments.
 - Community garden areas, including planters for vegetables, herbs, flowers.
 - Semi-public open spaces.
 - Patios, front yards, porches, or balconies to encourage community interaction and provide eyes-on-the-street surveillance.
 - Provide for alternative transportation, e.g., bike paths and storage, pedestrian links, car shares.
 - Provide all required accessible routes of travel, and in general, avoid use of stairs, wherever the terrain permits.
- Prioritize pedestrian over vehicular traffic and use traffic calming devices. Incorporate attractive well-lit pedestrian paths wherever possible.

Site Demolition and Clearing:

- Remediate all hazardous materials such as asbestos (ACMs), lead (LCMs), PCB's, VOC's, Arsenic, etc. carried out in accordance with all applicable local, state and federal regulations.
- Provide a summary and accurate estimate of the site remediation plan, if applicable, along with grading plans.

Tree/Shrub Pruning and Removal:

- Remove trees that originate at foundation wall of building or present a hazard to the structure.
- Remove dead trees.
- Trim stump to below grade.
- Prune back branches that overhang roof or brush walls of building.
- Prune branches that may threaten utility connections.
- Clean up and properly dispose of brush and wood.
- Remove shrubs that are diseased, those that obstruct walkways, drives and pathways, and those that obstruct windows.

Grading:

Restore grade to include, when appropriate, a 6" minimum deep planting bed of clean loam/topsoil. New grade should slope away from buildings and fit the existing neighboring grades, particularly at street or sidewalk. Grades for usable lawn areas should not exceed twenty percent. The grade across paved areas should not exceed four

percent, or any applicable maximum slope required by accessibility or applicable site engineering standards.

Paving, Fencing and Walls:

- Restore walks and driveways to good condition.
- Fences should generally never exceed a height of 6 feet. Material and style should be appropriate to surrounding neighborhood.

Lawns:

- Sod or seed new lawns. If seeded, pegged cloth or salt hay should be used to prevent erosion on slopes in excess of six percent. If lawn area is shady, seed or sod should include appropriate mix of fescues or other low maintenance grasses, which will tolerate shade.
- Require general contractor to maintain all lawns throughout applicable warranty periods.

Plantings:

Select hardy, maintainable, regional stock. All plantings should be placed in a manner that enhances the appearance of the property and is in keeping with the surrounding neighborhood.

IV. Property Standards for Housing Acquisition

1. **Recently Built or Rehabbed Housing.** The Member Community must ensure that newly constructed or rehabilitated housing done so within one year of the expected HOME Commitment meets the applicable property standards at 24 CFR 92.251(b) (either the new construction or rehabilitation standards). If the property does not meet the appropriate standards, it cannot be acquired with HOME funds unless it is brought up to the appropriate standards. Compliance must be documented based on a review of approved building plans and certificates of occupancy and a property inspection that is conducted no earlier than 90 days before committing HOME funds.
2. **Other Existing Housing – Rental.** Housing not recently rehabilitated or newly constructed that will be acquired for rental housing must meet the Consortium’s Rehabilitation Standards. The Member Community must inspect the housing 90 days before committing HOME funds. If the housing does not meet the Consortium’s Rehabilitation Standards, it must be rehabilitated to meet the applicable property standards at 24 CFR 92.251(b).
3. **Other Existing Housing – Homeownership (Downpayment).** Housing must meet the Massachusetts State Building, local codes and Housing Quality Standards, ordinances, sanitary, and zoning requirements; additionally, the housing must be free of any deficiencies identified by HUD in the UPCS (24 CFR 5.705).

V. Property Standards for Tenant-Based Rental Assistance

1. Units occupied by households receiving HOME TBRA must meet the Housing Quality Standards at 24 CFR 982.401.

U.S. DEPARTMENT OF HUD
STATE: MASSACHUSETTS

2018 HOME PROGRAM RENTS

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Barnstable Town, MA MSA							
LOW HOME RENT LIMIT	790	846	1015	1173	1308	1443	1578
HIGH HOME RENT LIMIT	956	1083	1331	1529	1686	1842	1998
For Information Only:							
FAIR MARKET RENT	956	1083	1441	1817	1984	2282	2579
50% RENT LIMIT	790	846	1015	1173	1308	1443	1578
65% RENT LIMIT	1033	1108	1331	1529	1686	1842	1998
Boston-Cambridge-Quincy, MA-NH HUD Metro FM							
LOW HOME RENT LIMIT	943	1011	1213	1401	1563	1725	1886
HIGH HOME RENT LIMIT	1253	1344	1614	1857	2051	2245	2439
For Information Only:							
FAIR MARKET RENT	1253	1421	1740	2182	2370	2726	3081
50% RENT LIMIT	943	1011	1213	1401	1563	1725	1886
65% RENT LIMIT	1253	1344	1614	1857	2051	2245	2439
Brockton, MA HUD Metro FMR Area							
LOW HOME RENT LIMIT	768	823	988	1141	1273	1405	1536
HIGH HOME RENT LIMIT	980	1064	1336	1534	1691	1848	2005
For Information Only:							
FAIR MARKET RENT	980	1064	1365	1726	1947	2239	2531
50% RENT LIMIT	768	823	988	1141	1273	1405	1536
65% RENT LIMIT	1036	1111	1336	1534	1691	1848	2005
Lawrence, MA-NH HUD Metro FMR Area							
LOW HOME RENT LIMIT	815	890	1068	1235	1377	1520	1662
HIGH HOME RENT LIMIT	815	929	1187	1488	1619	1862	2055
For Information Only:							
FAIR MARKET RENT	815	929	1187	1488	1619	1862	2105
50% RENT LIMIT	831	890	1068	1235	1377	1520	1662
65% RENT LIMIT	1061	1138	1368	1572	1734	1895	2055
Lowell, MA HUD Metro FMR Area							
LOW HOME RENT LIMIT	922	988	1186	1370	1528	1686	1844
HIGH HOME RENT LIMIT	955	1098	1392	1745	1896	2111	2292
For Information Only:							
FAIR MARKET RENT	955	1098	1392	1745	1896	2180	2465
50% RENT LIMIT	922	988	1186	1370	1528	1686	1844
65% RENT LIMIT	1179	1264	1519	1747	1930	2111	2292
Pittsfield, MA HUD Metro FMR Area							
LOW HOME RENT LIMIT	685	817	985	1137	1268	1400	1531
HIGH HOME RENT LIMIT	685	817	1000	1254	1409	1620	1832
For Information Only:							
FAIR MARKET RENT	685	817	1000	1254	1409	1620	1832
50% RENT LIMIT	766	820	985	1137	1268	1400	1531
65% RENT LIMIT	1016	1090	1309	1504	1659	1811	1964

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.



U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
 Office of Community Planning and Development
 Thomas P. O'Neill, Jr. Federal Building
 10 Causeway Street - Fifth Floor
 Boston, Massachusetts 02222-1092

Fax (617) 565-5442

August 2, 2018

MEMORANDUM FOR: HOME Participating Jurisdictions

FROM: Robert D. Shumeyko, Director
 Office of Community Planning and Development

8/2/18

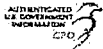
SUBJECT: 2018 Maximum HOME Per-Unit Subsidy Amounts

Starting in 2013, Section 221(d)(3) program limits were no longer calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. Until a new rule can be published for effect, HUD is adopting an interim policy directing PJs to use the Section 234-Condominium Housing basis mortgage limit for elevator-type projects as an alternative to the Section 221(d)(3) limits in order to determine the maximum amount of HOME funds a PJ may invest on a per-unit basis in HOME-assisted housing projects.

Below are the 2018 maximum HOME per unit subsidy limits for Maine, Vermont, New Hampshire, Massachusetts and Rhode Island based on the Section 234-Condominium Housing basis mortgage limit for elevator-type projects. These limits were effective as of **June 4, 2018**.

Bedrooms	HOME Maximum Per-Unit Subsidy
0	\$147,074
1	\$168,600
2	\$205,018
3	\$265,229
4+	\$291,137

Please note that the above amounts have been adjusted to the maximum 240 percent that is allowed under the HOME Program on a program-wide basis, therefore, your jurisdiction may not request an increase in the subsidy limits.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-6103-N-01]

Annual Indexing of Basic Statutory Mortgage Limits for Multifamily Housing Programs

AGENCY: Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

ACTION: Notice.

SUMMARY: In accordance with the National Housing Act, HUD has adjusted the Basic Statutory Mortgage Limits for Multifamily Housing Programs for Calendar Year 2018.

DATES: January 1, 2018.

FOR FURTHER INFORMATION CONTACT: Patricia M. Burke, Acting Director, Office of Multifamily Development, Department of Housing and Urban Development, 451 Seventh Street SW, Washington, DC 20410-8000, telephone (202) 402-5693 (this is not a toll-free number). Hearing or speech-impaired individuals may access this number through TTY by calling the toll-free Federal Relay Service at (800) 877-8339.

SUPPLEMENTARY INFORMATION: The FHA Down Payment Simplification Act of 2002 (Pub. L. 107-326, approved December 4, 2002) amended the National Housing Act by adding a new Section 206A (12 U.S.C. 1712a). Under Section 206A, the following are affected:

- I. Section 207(c)(3)(A) (12 U.S.C. 1713(c)(3)(A));
- II. Section 213(b)(2)(A) (12 U.S.C. 1715e(b)(2)(A));
- III. Section 220(d)(3)(B)(iii)(I) (12 U.S.C. 1715k(d)(3)(B)(iii)(I));
- IV. Section 221(d)(4)(ii)(I) (12 U.S.C. 1715l(d)(4)(ii)(I));
- V. Section 231(c)(2)(A) (12 U.S.C. 1715v(c)(2)(A)); and
- VI. Section 234(e)(3)(A) (12 U.S.C. 1715y(e)(3)(A)).

The Dollar Amounts in these sections are the base per unit statutory limits for FHA's multifamily mortgage programs collectively referred to as the 'Dollar Amounts.' They are adjusted annually (commencing in 2004) on the effective date of the Consumer Financial Protection Bureau's (CFPB's) adjustment of the \$400 figure in the Home Ownership and Equity Protection Act of 1994 (HOEPA) (Pub. L. 103-325, approved September 23, 1994). The adjustment of the Dollar Amounts shall be calculated using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as applied by the CFPB for purposes of the above-described HOEPA adjustment.

The percentage change in the CPI-U used for the HOEPA adjustment is 2.1

percent and the effective date of the HOEPA adjustment is January 1, 2018. The Dollar Amounts under Section 206A have been adjusted correspondingly and have an effective date of January 1, 2018.

The adjusted Dollar Amounts for Calendar Year 2018 are shown below:

Basic Statutory Mortgage Limits for Calendar Year 2018

Multifamily Loan Program

Section 207—Multifamily Housing Section 207 Pursuant to Section 223(F)—Purchase or Refinance Housing

SECTION 220—HOUSING IN URBAN RENEWAL AREAS

Bedrooms	Non-elevator	Elevator
0	\$52,658	\$61,421
1	58,332	68,056
2	69,677	83,450
3	85,882	104,517
4+	97,227	118,179

SECTION 213—COOPERATIVES

Bedrooms	Non-elevator	Elevator
0	\$57,067	\$60,764
1	65,800	68,843
2	79,357	83,714
3	101,578	108,300
4+	113,164	118,883

SECTION 234—CONDOMINIUM HOUSING

Bedrooms	Non-elevator	Elevator
0	\$58,232	\$61,281
1	67,143	70,250
2	80,976	85,424
3	103,652	110,512
4+	115,473	121,307

SECTION 221(D)(4)—MODERATE INCOME HOUSING

Bedrooms	Non-elevator	Elevator
0	\$52,405	\$56,609
1	59,489	64,896
2	71,908	78,914
3	90,256	102,087
4+	101,987	112,062

SECTION 231—HOUSING FOR THE ELDERLY

Bedrooms	Non-elevator	Elevator
0	\$49,824	\$56,609
1	55,700	64,896
2	66,515	78,914
3	80,047	102,087

SECTION 231—HOUSING FOR THE ELDERLY—Continued

Bedrooms	Non-elevator	Elevator
4+	94,108	112,062

Section 207—Manufactured Home Parks per Space—\$24,175

Per Unit Limit for Substantial Rehabilitation for Calendar Year 2018

The 2016 Multifamily Accelerated Processing (MAP) Guide established a base amount of \$15,000 per unit to define substantial rehabilitation for FHA insured loan programs. Section 5.1.D.2 of the MAP guide requires that this base amount be adjusted periodically based on the percentage change published by the CFPB or other inflation cost index published by HUD. Applying the HOEPA adjustment the base amount, the 2018 base amount per dwelling unit to determine substantial rehabilitation for FHA insured loan programs is \$15,636.

Environmental Impact

This issuance establishes mortgage and cost limits that do not constitute a development decision affecting the physical condition of specific project areas or building sites. Accordingly, under 24 CFR 50.19(c)(6), this notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

Dated: May 25, 2018.

Dana T. Wade,
General Deputy Assistant Secretary for Housing.

[FR Doc. 2018-11854 Filed 6-1-18; 8:45 am]

BILLING CODE 4210-67-P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-7001-N-26]

30-Day Notice of Proposed Information Collection: CDBG Urban County Qualification/New York Towns Qualification/Requalification Process

AGENCY: Office of the Chief Information Officer, HUD.

ACTION: Notice.

SUMMARY: HUD is seeking approval from the Office of Management and Budget (OMB) for the information collection described below. In accordance with the Paperwork Reduction Act, HUD is requesting comment from all interested parties on the proposed collection of information. The purpose of this notice

Attachment 11.a: Sudbury HOME Subrecipient Agreement (3272 : WestMetro HOME Consortium Subrecipient Agreement)

**WestMetro HOME Consortium
Program Administration Guidelines
July 1, 2013; revised March 10, 2015**

A. GENERAL ADMINISTRATION

Consortium Council: The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee from the Member communities. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.

1. Representative Member shall be responsible for but not limited to the following:

- a) Manage the preparation, circulation for signatures, and submission of the Mutual Cooperation Agreement to the U.S. Department of Housing and Urban Development (HUD);
- b) Manage the preparation, public hearing, and submission of the Consolidated Plan;
- c) Manage the preparation and submission of the HOME Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER);
- d) Prepare and submit all required notices, plans, and performance and other reports as required by HUD;
- e) Ensure that all HUD requirements are met both in the overall administration and in project administration; and
- f) Provide template documents, as necessary, for contracts, HOME funding agreements, funding applications, etc. for use by the Members.

2. Members shall be responsible for but not limited to the following:

- a) Provide information required for the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER);
- b) Assist with the preparation of all required plans and reports, as needed; and,
- c) Obtain all local legislative and executive approvals.

B. PROJECT AND PROGRAM ADMINISTRATION

1. Representative Member shall be responsible for but not limited to the following:

- a) Meet with Members to scope proposed Projects using the HOME Comprehensive Checklist. A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will

be transferred to the Member or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

- b) Review and approve (as to Project compliance) the completed Comprehensive Checklist for each project.
- c) Periodically monitor Members to ensure that they are complying with program requirements.

2. Member Communities shall be responsible for but not limited to the following:

- a) Manage all aspects of Project and program implementation;
- b) Schedule and participate in scoping session(s) with the Representative Member for proposed Projects and programs that include HOME funding assistance from the Consortium;
- c) Complete a HOME Comprehensive Checklist for each Project; and
- d) Comply with all applicable federal requirements for any Project, including:
 - i. Documentation of project eligibility;
 - ii. Completing an underwriting and subsidy layering analysis;
 - iii. Completing environmental reviews;
 - iv. Ensuring labor and Section 3 compliance;
 - v. Negotiating and executing any required written agreements with any subrecipient or contractor receiving HOME assistance;
 - vi. Ensuring post-completion compliance (e.g. housing affordability, etc.);
 - vii. Ensuring any other administrative requirements mandated by law or regulation are met; and
 - viii. All required Project documentation shall be maintained by the Member and available for review by HUD and/or the Representative Member.

C. FINANCIAL ADMINISTRATION

1. Representative Member shall be responsible for but not limited to the following:

- a) Establish, account for, and maintain local HOME Investment Trust Fund account (including federal draw downs and program income, contributions, etc.);
- b) Process drawdowns from the Treasury account consistent with standard Consortium drawdown procedures;
- c) Process payment requisitions approved by Members and disburse funds from the local HOME Investment Trust Fund account to the Members and/or to their designated contractors;
- d) Accept and account for contributions and payments from Members and other program income to the local HOME Investment Trust Fund account ;
- e) Close out HOME projects in HUD's Integrated Disbursement and Information System (IDIS) upon receipt of Project Completion Report and

- f) Establish and maintain a financial management system.

2. Member Communities shall be responsible for but not limited to the following:

- a) Prepare a Project Set-Up Report when a Project has cleared required reviews and forward report to Representative Member for processing in IDIS;
- b) Establish and maintain project budgets and follow Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
- c) Process and approve requisitions and forward them to the Representative Member;
- d) Receive payment from Representative Member and pay subrecipients or contractors or authorize direct payment to contractors;
- e) Service HOME loans and establish and maintain accounts to track assets and receivables for HOME loans issued;
- f) Prepare a Project Completion Report, upon completion of the project, and forward report to Representative Member to process in IDIS for project close-out;
- g) Participate in the reconciliation of financial management system, as requested.

D. ADMINISTRATIVE COSTS

1. **Member Administrative Allocation:** Each Member may use up to seven percent (7%) of its annual HOME allocation for HOME-eligible administrative costs (either project delivery or overall administration).
2. **Representative Member Administrative Allocation:** The Representative Member shall keep track of its staff's time and expenses spent on overall administration of the Consortium's HOME Program. The Representative Member is entitled to up to three percent (3%) of the HOME Program funds for administration of the Consortium, which will be deducted proportionally from each Member's Administration funds. At the end of each program year, the Representative Member may release unused funds designated for overall administration to the Members in proportion to their annual grant for that year.
3. **Overall Administration:** Each Member is responsible for all of its administrative costs for its own projects and program delivery. Administrative costs are paid from either the Member's HOME administrative allocation or from other sources.
4. **Expenditure Deadline:** Both Member and Representative Member Administrative funds and Program Income are not subject to the 12 month Exclusive Use Period and are not relinquished to the Competitive Funding Pool but shall be expended within five years of the date of the HOME allocation.
5. **Allocating Project Costs:** Each Member is responsible for covering its administrative costs specific to its own Projects. The costs may be charged as Administrative or Project-delivery related costs. Project-delivery related costs are the Member's staff and

overhead costs directly related to carrying out a Project; providing advisory and other relocation services to displaced persons; and environmental review costs of the Project. These costs will be included in the Project budget, which is subject to match and subsidy limit requirements. If the Project is not completed or does not meet HOME requirements, the costs will be charged under the administrative budget.

E. **FUNDING**

1. **Annual Allocation:** Each Member is entitled to an annual allocation of HOME Program funds. The allocation amount, determined by HUD on an annual basis and reduced by the Representative Member's administrative allocation, is identified in the Annual Action Plan each fiscal year and provided to the Members. In the event that HUD has not published the allocation amount for the upcoming fiscal year, the Consortium will use the most recent allocation as published by HUD.
2. **Funding Schedule:**

Month	Benchmark Actions
1	Exclusive Use Period begins
6	Consortium Council selects a Project Review Committee
6 – 8	Representative Member drafts Project criteria and Request for Proposals (RFP) for review by the Project Review Committee.
9	Representative Member projects amount in the Competitive Funding Pool
11	Consortium Council votes on RFP and any request(s) for a six-month extension; Representative Member distributes RFP to Consortium
12	Exclusive Use Period ends and funds are relinquished into the Competitive Funding Pool
30 – 45 days after RFP is distributed	Project applications are due to the Representative Member
13	Project Review Committee reviews Project applications and prepares slate of recommended Projects for the Consortium Council
14	Consortium Council votes on Project applications. Representative Member notifies Members of awards
20	Funds are committed (executed HOME Funding Agreement) to a Project
24	Consortium commitment deadline for all uncommitted HOME funds

48 (Four years)	All Projects must be completed ¹
60 (Five years)	All HOME funds must be expended

3. **Exclusive Use Period:** Each Member shall have exclusive use of its respective HOME allocation, including the CHDO Set-Aside and the five percent CHDO Operating funds, if applicable, for a total of 12 months which is the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Members that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Members to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Member through a Request for Proposals (RFP) process. CHDO Set-Aside and CHDO Operating funds are also subject to the Exclusive Use Period. All transferred funds are referred to as Relinquished Funds.
 - a. During the Exclusive Use Period only, a Member may voluntarily relinquish HOME funds to the Competitive Funding Pool, or negotiate with another Member an exchange of all, or a portion of, the Member’s HOME allocation for the current or future funding years upon prior written approval by the Representative Member.
 - b. Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.
 - c. Members whose funds are relinquished and become part of the Competitive Funding Pool shall submit a signed Budget Transfer Form to the Representative Member but are not required to hold a public hearing. The Consortium’s Annual Action Plan and CAPER, and their associated public hearings, informs HUD that Members’ HOME Funds may be relinquished after the Exclusive Use Period.

4. **Requesting an Extension:** A Member may request an extension beyond the Exclusive Use Period under certain extenuating circumstances if a Member is unable to commit its HOME allocation within 12 months. A written request for an extension signed by the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee or either of their designees shall be submitted to the Representative Member no less than 15 business days prior to the scheduled Consortium Council meeting when such extensions will be deliberated. The letter shall explain the reason for the extension and include a project schedule identifying the

¹*Completed* means that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the PJ or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off. **Source HUD Notice: CPD 12-007**

specific actions that shall be accomplished for the Member to commit the HOME funds. An extension shall be approved by a majority of Consortium Council members in attendance at the meeting where the request is heard.

The Representative Member and the Consortium Council will determine what constitutes an allowable extenuating circumstance on a case-by-case basis at the meeting where the request is heard. The Member requesting an extension may argue its case, but is then excluded from both deliberating and voting. However, the Member may clarify or provide information during the discussion, as necessary. An extension may only be granted for up to six additional months from the Exclusive Use Period deadline. If HOME funds are not committed within the extension date granted by the Consortium Council, the funds will automatically be relinquished to the Competitive Funding Pool by the Representative Member.

5. **Project Review Committee Membership:** The Project Review Committee will be comprised of five or seven Consortium Council members including the Representative Member. Up to three alternates shall also be selected and called upon to participate in the Project Review Committee meetings in extenuating circumstances. Membership shall be representative of the WestMetro HOME Consortium and include at least one representative from the Inner Ring (Brookline, Newton, Waltham and Watertown), the Route Two Corridor (Bedford, Belmont, Concord, and Lexington) and Metrowest (Framingham, Natick, Needham, Sudbury and Wayland). Members of the Project Review Committee will be appointed by the Consortium Council for one and two-year terms initially and then two-year terms after that. Initially, membership of the Project Review Committee will be determined within seven months after the start of the Exclusive Use Period.
6. **Role of the Project Review Committee:** The Representative Member will initiate a draft Request for Proposals (RFP) which includes criteria for evaluating project and program proposals for the Relinquished Funds in the Competitive Funding Pool and convene a meeting of the Project Review Committee. The draft RFP, including the proposed criteria, shall be approved by the Project Review Committee. The Project Review Committee is also responsible for reviewing the applications in response to the RFP and presenting project funding recommendations to the Consortium Council.
7. **Conflict of Interest:** To avoid a conflict of interest, Members participating on the Project Review Committee shall recuse themselves from voting on all final recommendations made to the Consortium Council if they represent a Member community that has responded to the RFP, or if a Member is otherwise covered or prohibited from participation under the Conflict of Interest regulation found at 24 CFR §92.356.
8. **Competitive Funding Pool Criteria:** Criteria for evaluating Project or program proposals will be included in the RFP. The RFP and criteria, which may or may not be updated on an annual basis, requires approval by a majority of the Consortium Council in attendance

at the meeting where the RFP and criteria are reviewed. The criteria is based on the Consortium's housing needs and strategies identified in the five-year *Consolidated Plan*, the most current *Annual Action Plan*, and the *Analysis of Impediments to Fair Housing Choice*. Priority will be given to applications that can demonstrate the following:

- Project readiness;
 - Projects that are to be developed, sponsored and/or owned by a designated CHDO and;
 - Projects located in communities with smaller HOME allocations, that are dependent on the Competitive Funding Pool process to have sufficient funds to develop an affordable housing project.
9. **Applications for Relinquished Funds:** After the Consortium Council approves the RFP, the Representative Member will distribute the final RFP to each Member in the Consortium. Applications for Relinquished Funds are due 30 to 45 days after the RFP is distributed. Applications shall be signed by the chief elected official and will be submitted by Member communities to the Representative Member for distribution to the Project Review Committee. The applications will be reviewed by the Project Review Committee. The Project Review Committee's recommendations are then provided to the Consortium Council who votes whether to provide HOME funds from the Competitive Funding Pool to any or all of the proposed projects. Each Member, not including the Representative Member, has one vote including Members with an application. Project approval requires a majority of votes of those Members in attendance at the meeting. The Representative Member may only vote to break a tie.
10. **Project Approval Process:** After the Consortium Council votes on applications for Relinquished Funds, the Representative Member will contact all Members who submitted applications and confirm in writing the results of the vote detailing next steps, as applicable. The notice to the Members will include the date that Relinquished Funds shall be committed by the Member. Next steps for awardees may include: completion of environmental review, HOME scoping and underwriting analysis, submission of budget transfer forms, etc.
- a. If the funded Project was not included in the Members' Annual Action Plan, the Member is responsible for holding a public hearing in accordance with the Consortium's Citizens' Participation Plan.
11. **Responsibility for Completing HOME Projects:** Each Member that is undertaking a HOME Project is responsible for fully completing the HOME Project within four years of commitment, the date of which is determined by the signature of each party to the HOME Funding Agreement, or the date of a HUD-approved extension. If there is an unexpended balance of HOME funds after a Project is completed and closed out in IDIS, the balance will be moved into the Competitive Funding Pool by the Representative Member. The Consortium is responsible for ensuring that each year's HOME allocation is expended within four years.

credit is available each program year for each of its projects that requires match. The Member shall notify the Representative Member of any excess match, which will then be credited to the entire Consortium, through the Consortium Council.

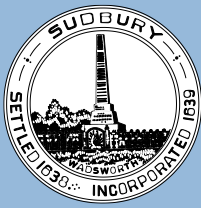
- a. **Match Liability:** Any Member that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member's match credit, will lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member, the Council may waive recapture.

F. COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

1. Within 24 months after HUD notifies the Representative member of HUD's execution of the HOME Investments Partnerships Agreement, the Consortium shall commit not less than 15 percent of the HOME allocation for investment in housing that is developed, sponsored, or owned by CHDOs, in accordance with HOME Program Regulation §§92.300 –92.303, as they may be amended from time to time.
2. **CHDO Set-Aside Funds:** The CHDO commitment requirement is met cumulatively by the entire Consortium and does not need to be met individually by each Member on an annual basis. Therefore, to ensure that the 15 percent CHDO commitment requirement is achieved, the Representative Member will evaluate the Consortium's cumulative total of funds committed to CHDO Projects on an annual basis prior to the time at which the Member's HOME budgets are determined for the Annual Action Plan. The Representative Member will determine the percentage of CHDO Set-Aside funds that each Member will be allocated on an annual basis. If the Representative Member determines – prior to the submission of an Annual Action Plan – that the cumulative total of CHDO commitments does not require a 15 percent CHDO Set-Aside for a fiscal year, then the Representative member will submit a written request to HUD seeking a reduction in the CHDO Set-Aside requirement. HUD will determine the percentage of CHDO Set-Aside funds it deems appropriate. This percentage will be reflected in the fiscal year's Annual Action Plan budget.
3. **CHDO Operating Fund Allocations:** The HOME Consortium will set aside 5 percent of its annual HOME allocation for CHDO Operating Funds. The funds will be awarded to one or more qualified CHDO(s) through a competitive Request for Proposals process open to any non-profit organization conducting business within the Consortium's service area. The Project Review Committee will review the responses to the request for proposals and make its funding recommendation(s) to the Representative Member. The Representative Member, or its designee as approved by the Representative Member, shall administer the CHDO Operating Funds agreement(s) on behalf of the Consortium.

4. **Performance Expectations:** A CHDO will only receive Operating Funds if it can demonstrate to the Consortium that it can reasonably expect to have a viable CHDO project within 24 months of executing an agreement for Operating Funds. As part of the proposal evaluations and prior to awarding Operating Funds, the Representative Member shall certify that it has evaluated the financial and organizational capacity of the CHDO(s), and has determined that the organization(s) have demonstrated that it has staff with demonstrated development experience in accordance with the *Consolidated and Further Continuing Appropriations Act of 2012, the HOME Final Rule* and any subsequent requirement(s).

5. **Relinquished CHDO Funds:** Irrespective of the percentage of CHDO Set-Aside funds allocated to Members on an annual basis, all uncommitted CHDO funds are subject to transfer to the Competitive Funding Pool after the 12 month Exclusive Use Period. However, if the Representative Member determines that the total CHDO Set-Aside commitments for a given fiscal year meets the annual requirement as described in the Mutual Cooperation Agreement—Set-Aside and Operating Funds for Community Housing Development Organizations, the Representative Member may, on a case-by-case basis, allow Members to use their percentage of CHDO Set-Aside Funds for commitment toward non-CHDO Projects prior to the expiration of the Exclusive Use Period.



SUDBURY BOARD OF SELECTMEN
Tuesday, May 14, 2019

CONSENT CALENDAR ITEM

12: Temporary easement 35 Stockfarm Rd

REQUESTOR SECTION

Date of request:

Requestor: William O'Rourke, Town Engineer

Formal Title: Vote to accept a Grant of Temporary Access and Construction Easement from Owner Leo Rotman on property located at 35 Stockfarm Road, Sudbury, said easement described as Temporary Construction Easement 45' Wide 210' Long, (the "Easement Premises") on a plan of land entitled Temporary Construction and Access Sketch, dated April 12, 2019, prepared by Town of Sudbury, Engineering Department (the "Plan").

Recommendations/Suggested Motion/Vote: Vote to accept a Grant of Temporary Access and Construction Easement from Owner Leo Rotman on property located at 35 Stockfarm Road, Sudbury, said easement described as Temporary Construction Easement 45' Wide 210' Long, (the "Easement Premises") on a plan of land entitled Temporary Construction and Access Sketch, dated April 12, 2019, prepared by Town of Sudbury, Engineering Department (the "Plan").

Background Information:

Property location 35 Stockfarm Rd. The Town has a drainage outfall at the adjacent property located at 12 Christopher Lane which is in disrepair and needs improvements. The existing drainage line meanders outside of the proposed easement and onto this property. The repair of the outfall will necessitate removing it from the 35 Stock Farm Road property and reinstalling it back into the proposed easement at 12 Christopher Lane. The owner of the property has agreed to grant the Town a temporary access and construction easement which will remain in force for 3 years.

Financial impact expected: Budgeted

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Patty Golden Pending
- Melissa Murphy-Rodrigues Pending
- Jonathan Silverstein Pending
- Robert C. Haarde Pending
- Board of Selectmen Pending

05/14/2019 7:00 PM