

**Town OF Sudbury**

**HOME PROJECT FUNDING AGREEMENT**

This AGREEMENT made as of April 25, 2019, by and between Covenant Commonwealth Corporation, a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, having an address at 34 Washington Street, Brighton, MA 02135 (hereinafter the "Subgrantee" and "Grantee") and the Town of Sudbury acting by and through its Board of Selectmen (hereinafter the "Town").

**WITNESSETH THAT:**

**WHEREAS** the Town is authorized to distribute funds in accordance with the terms of the Mutual Cooperation Agreement (the "MCA") by and between the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland and the Cities of Framingham, Newton, and Waltham (said municipalities collectively, hereinafter referred to as the "Consortium"), and the Town, dated June 1, 2017, as amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991;

**WHEREAS** the City of Newton is the representative member of the Consortium ("Representative Member");

**WHEREAS** the Grantee is a duly qualified non-profit corporation; and

**WHEREAS** the Grantee has represented that it has the capacity to administer the HOME project described in **Attachment A** (the "Project") and that the Project will fully comply with all HOME Program regulations and requirements.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as stated within the General Provisions and attachments as follows:

**\*\*GENERAL PROVISIONS\*\***

**1. FEDERAL REGULATIONS**

The provisions of **24 CFR Part 92, HOME Investment Partnerships Program** (hereinafter "HOME Program regulations"), and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Grantee shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and State statutes and regulations, Executive Orders, **2 CFR Part 200** and all future revisions and amendments to the same. The Grantee

shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that the Project complies in all respects.

2. **LOW AND MODERATE INCOME BENEFIT.**

Grantee shall comply with HOME Program regulation **24 CFR 92.252** concerning occupancy requirements for low and moderate income rental housing described in **Attachment A**. Upon the issuance of a Certificate of Occupancy for the affordable units described in Attachment A and prior to the actual occupancy of each of the affordable units, the Town shall have the right to determine that each Affordable Unit is occupied for the term of this Agreement by qualified low and moderate-income persons paying affordable rents as defined by HUD.

3. **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 **92.352**. The Town shall not obligate HOME funds prior to compliance with the provisions of HOME Program regulation **24 CFR 92.352** and the statutes and regulations cited therein. The Grantee shall cooperate with and assist the Town in preparing all project environmental documentation including, but not limited to the Statutory Checklist with complete compliance documentation. The Town shall transmit the required information to the Consortium prior to requesting project set-up in HUD's Integrated Disbursement and Information System (IDIS).

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the participating jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under **24 CFR Part 58** ("Environmental Clearance"). The parties further agree that the provision of any funds to the project is conditioned on the participating jurisdiction determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

- a) No Choice-Limiting Actions. The Subgrantee is 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.

4. **PROJECT FUNDS.**

- (a) The Town agrees to provide the Grantee HOME Program funds as stated within **Attachment A** attached hereto and made a part

hereof and for the purposes described in **Attachment A**, subject to the Grantee's compliance with all terms and conditions as set forth within this Agreement.

- (b) **Expenditures.** The Grantee shall limit expenditures to eligible costs in accordance with HOME Program regulations **24 CFR 92.2** and **92.206** and as described in **Attachment A**. *If a nonprofit organization:* the Subgrantee shall meet the requirements incorporated into **24 CFR 92.505**, "Applicability of Uniform Administrative Requirements" and shall meet the principles and standards of cost allowability as set forth within **2 CFR Part 200**, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". The Grantee shall also comply with standards for the financial record-keeping and management system applicable as described in **Attachment B, Processing and Release of Project Funds**. See also, paragraphs 22 and 23, herein with regard to additional record-keeping requirements.
- (c) **Request for Disbursement and Release of Project Funds.** As required by HOME Program regulation **24 CFR 92.504(c)3(viii)** the Grantee shall not request disbursement of Project funds pursuant to this Agreement until the funds are needed for payment of eligible costs. The amount of each such request shall be limited to the amount presently needed for eligible costs upon receipt of the appropriate written documents from the Grantee. The Town agrees to request release of Project funds from the Consortium in accordance with the procedures set forth in HOME Program regulation **24 CFR 92.500 et. seq.** And consistent with **Attachment B, Processing and Release of Project Funds**. Note that **NO FUNDS WILL BE AUTHORIZED OR RELEASED** for work done **PRIOR** to the effective date of the HUD release of funds except to the extent that these are exempt activities under **24 CFR.58.3**
- (d) **Reversion of Assets.** In accordance with **24 CFR 92.504**, the Grantee shall transfer to the Consortium HOME Investment Trust Account any HOME Project funds on hand at the time of expiration or termination of this Agreement, and must also transfer to the Consortium, represented by the Representative Town, the City of Newton, any accounts receivable attributable to the use of HOME funds for the Project.

**5. HOME PROJECT.**

- (a) **General.** The Grantee or a subsidiary or affiliate of the Grantee (the "Subsidiary") shall perform and carry out the Project described in **Attachment A** in a satisfactory manner, as determined reasonably and fairly by the Town. The Grantee or the Subsidiary

shall comply with the requirements of the HOME Program regulations applicable to the Project including, but not limited to: **maximum per unit subsidy stated in HOME Program regulation 24 CFR 92.250 as amended; eligibility requirements 24 CFR 92.205-215; income targeting requirements in regulations 24 CFR 92.216-217; and such other regulations as may apply.**

In addition, the Grantee shall require each written agreement executed with a lower tier recipient or other entity to contain provisions requiring compliance with the regulations cited above.

- (b) **Ownership, Use, and Disposition of Property.** The Grantee or the Subsidiary shall comply with the affordability provisions referenced in HOME Program regulations **24 CFR 92.252-254**, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, the Grantee shall ensure that the affordability requirements of HOME Program regulation section **24 CFR 92.252** be enforced by an executed Affordable Housing Restriction approved by the Town and by the Representative Member of the Consortium, which shall be executed and recorded at the time of the Grantee's closing of the HOME grant set forth in **Attachment A**, and prior to the recording of any other encumbrances on the premises on which the Project is located, except for encumbrances permitted by the Town, including but not limited to the Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants and Affordable Housing Restriction entered into in connection with certain equity investments and other subordinate financing for the Project. If the Grantee fails to comply with any of the requirements of this provision, the Grantee shall be required to repay HOME funds disbursed pursuant to this Agreement, pursuant to HOME Program regulation **24 CFR 92.503**.

In the event that the Grantee or a subsidiary forms a partnership or a subsidiary for purposes of carrying out the Project described in **Attachment A**, the Grantee or its subsidiary must be or have a controlling ownership interest in the managing general partner if a partnership, and the Grantee must have "effective project control" as set forth under HOME Program regulation **24 CFR 92.300**. Wherever there is reference to the term "Grantee" herein such term shall be understood to permit Grantee to carry out its responsibilities through one or more subsidiaries or other organizations through which grantee has "effective project control." If a partnership or subsidiary is created, the Grantee shall remain primarily obligated to perform the obligations, covenants, and duties under this Agreement. If such a partnership or subsidiary holds

legal title to the premises that is the subject of the Project, the Grantee shall ensure that the partnership or subsidiary fully and competently executes the Declaration of Restrictive Covenants to the satisfaction of the Town.

Should Grantee go out of existence, become incapable of running the program, or be merged with some other organization during the term of this grant, the Town will require Grantee to designate, subject to approval by the Town and Consortium, another credible organization to take over the supervision of the Property and see that it continues in use for the purpose stated in **Attachment A**.

(c) **Post-completion Requirements.** Upon completion of the Project, the Grantee or the Subsidiary shall perform all applicable short and long-term special requirements including: compliance with **Housing Affordability** requirements (see HOME Program regulations **24 CFR 92.252-254** and **92.504(c)(2)**), compliance with the **Housing Quality Standards** (HOME regulations **24 CFR 92.251** and **92.504(c)(6)**) and cost effective energy conservation and effectiveness standards in **24 CFR Part 39**.

- i. For the duration of the HOME Affordability Period set forth in **Attachment A**, following the completion of the Project activities, the Grantee ensures that the rents associated with all HOME-assisted units will be set at rates in compliance with the HOME regulations **24 CFR 92.252 (a)(2)**. Completion of the project activities (hereinafter "Project Completion"), is defined as the date in which all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of the HOME Program regulations (including the property standards under **24 CFR 92.251**); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD.
- ii. Tenants occupying HOME-assisted units whose incomes met HOME guidelines at the time of initial occupancy but whose income later exceeds HOME guidelines may stay in their dwellings, provided the rent is adjusted so that the tenant is paying no less than 30% of their adjusted monthly gross income and the Grantee or Subgrantee must continue to verify the tenant's rent and income annually to the Town. If the "over income" tenant leaves, the unit must be rented to a low or very low income tenant in accordance with **24 CFR 92.252**, except that tenants of HOME-assisted units that

have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42.

- iii. In projects in which the HOME units are designated as floating pursuant to **24 CFR 92.252(j)**, tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
- iv. For the duration of the HOME Affordability Period, the Subgrantee shall be prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. The Subgrantee may charge reasonable application fees to prospective tenants, parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as such services are voluntary, in accordance with **24 CFR 92.504 (c)(3)(xi)**.
- v. The Grantee shall comply with the requirements stated above and all applicable requirements for the duration of this Agreement and shall repay all HOME funds to the Consortium HOME Investment Trust Account in the event that the above provisions are not satisfied.

**6. LEAD-BASED PAINT.**

- (a) **General.** The Grantee shall remain solely responsible for ensuring that the Project at all times complies with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq.; Lead-Based Paint Regulations **24 CFR Part 35** and all future revisions and amendments to the same. The Grantee shall also ensure that the Project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation **24 CFR 92.355**, and with the requirements of the Massachusetts Lead Paint Statute, M.G. L. c.111, ss190-199A and all future revisions and amendments to the same.

**7. ASBESTOS REMOVAL.**

The Grantee or the Subsidiary shall comply with all state and local regulations related to asbestos removal and all future revisions and amendments to the same.

**8. PROJECT MANAGEMENT.**

- (a) **General.** The Grantee or the Subsidiary shall perform or cause a property management agent to perform all procedures and tasks necessary to develop, design, implement and monitor the specified project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation **24 CFR 92.505**. Delays in implementation may lead to **termination and recapture** of HOME funds as provided in paragraph 11 **Termination.**
- (b) **Procurement.** The Grantee agrees to fully comply with applicable requirements as referenced in **2 CFR Part 200**, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. Procurement steps must be reviewed and approved by the Town and must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that HOME Program regulation **24 CFR 92.350** prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with **24 CFR 24, Appendix B** and that **no funds** may be released for contracts which have not been procured in accordance with applicable requirements.
- (i) Where the housing development project involves new construction or rehabilitation, the Grantee or the Subsidiary shall perform procurement and contracting of qualified contractors. The Grantee or the Subsidiary shall prepare a standard construction or rehabilitation procurement/contracting policy with appropriate procedures consistent with applicable HOME regulations and submit it to the Town for approval. The Town shall review each procurement and review and approve all proposed contracts of the Grantee, the organization, its agents, subsidiaries, representatives and employees or designees performed with appropriate procedures consistent with applicable HOME regulations. Said contracts shall be documented in the Grantee’s program records.
- (c) **Energy Efficiency.** To the extent practicable, the Grantee or the Subsidiary should achieve an Energy Star rating for units in new construction and substantial rehabilitation projects and should purchase equipment that meets the Energy Star standard.
- (d) **Purchase of recycled materials.** The Grantee or the Subsidiary 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.

- (e) **Technical assistance.** Upon request, the Town may provide technical assistance in one or more areas of project management such as procurement, Equal Opportunity, Davis-Bacon, etc. However, this offer of assistance shall not in any way relieve the Grantee from compliance with all relevant HOME Program regulations, nor shall it unduly burden the Town.

**9. DURATION.**

- a. This Agreement, made as of the date first written above, shall be effective upon the date of signing by the Town Manager, and shall continue until the termination date of this Agreement in accordance with **Attachment A** provided however that certain provisions of this Agreement as stated in Paragraph 9(b) below shall survive such termination. Project activities shall be undertaken and completed as specified by said **Attachment B** in an expeditious manner so as to ensure completion consistent with the purposes of this Agreement and with HOME Program regulations.
- b. Consistent with applicable HUD regulations, the provisions of this Agreement shall not terminate prior to expiration of the period of affordability. In particular, the following provisions continue to be in effect from project completion for the periods indicated.
  - (i) Throughout the term of the Agreement and period of affordability consistent with HOME Program regulations **24 CFR 92.252.**
    - 1. Paragraph 5(c). Post-completion Requirements
    - 2. Paragraph 13. Repayment of Project Funds & Penalties
    - 3. Paragraph 14(c). Monitoring by the Town or its Designee
    - 4. Paragraph 23. Records
  - (ii) throughout the term of any HOME grant:
    - 1. Attachment B, Processing and Release of Project Funds.

**10. PERFORMANCE STANDARDS.**

The Grantee is considered to have met the Performance Standards of this Agreement if the Town is satisfied that the Grantee or the Subsidiary has provided certification of compliance with all required rules and regulations contained herein and is:



- I. completing the project as described in **Attachment A** in a timely manner in compliance with the schedule as outlined and in no event later than the project completion deadline as further specified in **Attachment A, Paragraph 14(a)**;;
- II. complying with all applicable local codes, state and federal laws, including but not limited to, rehabilitation standards, building codes and zoning ordinances; and
- III. complying with all relevant state and federal regulations relating to the HOME Program, including without limitation the requirements of the HUD Section 8 Housing Quality Standards, set forth in HUD regulations at **24 CFR 982.401** and all other property standards as defined in HOME Program regulation **24 CFR 92.251**, and the terms of this contract.

If the Town determines that the Grantee or the Subsidiary is complying with the above, then upon written request from the Grantee the Town will request reimbursement from the Consortium to reimburse the Grantee for specified project expenses according to **Attachment B, Processing and Release of Project Funds**.

If the Town determines that the Grantee or the Subsidiary fails to meet the terms of this Agreement, the Town will withhold HOME funds until the failure is remedied and/or require the Grantee to return all previously disbursed HOME funds.

## 11. TERMINATION.

- (a) **For cause.** The Town shall have the right to terminate this Agreement if for any reason the Grantee or the Subsidiary:
  - i. fails to fulfill in a timely manner the Project described in this Agreement, in accordance with the HOME Program regulations and schedule.
  - ii. causes or allows HOME Program funds to be expended in violation of HOME Program regulations; or
  - iii. violates any provisions of this Agreement and fails to cure the same as provided in **Paragraph 12(b)**; or

- iv. refuses to accept conditions and directives administered by the Town as imposed by HUD.
- (b) **Notice.** The Town may exercise the right to terminate this Agreement by written notice to the Grantee. In such case, the Town shall issue the notice of termination not less than 15 days prior to the effective date of such termination as stated in the notice starting with the date that the notice is issued. The notice shall be delivered to the Grantee by hand or by certified mail, return receipt requested.
- (c) **Cancellation.** In the event the Project is cancelled for any reason, the Grantee agrees to repay to the Consortium HOME Investment Trust Account all HOME funds released to the Grantee within such time period specified by HUD or such reasonable time period as specified by the Town and consistent with **Paragraph 13. Repayment of Project Funds and Penalties**

## 12. ON-GOING RESPONSIBILITIES OF THE GRANTEE.

It shall be the Grantee's responsibility to meet all of the requirements of this Agreement and to provide documentation of said compliance to the Town.

- (a) The Grantee shall comply with all requirements of HOME regulations relating to rental properties, including but not limited to: annual recertification and reporting of tenant income, annual review of allowable rent levels and utility allowances as determined by HUD with reporting to the Town; compliance with all requirements for record-keeping on tenant incomes and rents as specified in the HOME regulations **24 CFR 92.508(a)(3)** through **(a)(7)**. Said records shall be available to the Town for review upon request; adherence to a fair lease and grievance procedure as specified in the HOME regulations **24 CFR 92.253 and 92.303**; follow a program, approved by the Town, of tenant participation in management decisions, as specified in HOME regulation **24 CFR 92.303**; ensure that all HOME-assisted rental units comply with the Section 8 Housing Quality Standards to be documented annually by reports submitted by the Grantee and reviewed by the Town; complete affirmative marketing in compliance with the Grantee's or the Subsidiary's Affirmative Marketing Plan; if applicable, provide relocation assistance to temporary and/or permanently displaced tenants in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies and Act of 1970, as amended.

If the Grantee fails to meet any of these responsibilities in compliance with the applicable HUD standards, then the Grantee shall be obligated to correct the same as directed by the Town.

**13. REPAYMENT OF PROJECT FUNDS AND PENALTIES**

- (a) General.** In the event the Grantee, its agents, subsidiaries, or designees, fails to meet any HOME Program regulation or provision of this Agreement, and such failure continues after the opportunity to cure as stated in paragraph (b) of this provision, then the Grantee shall repay to the Consortium HOME Investment Trust Account all project funds disbursed to the Grantee pursuant to this Agreement in such amounts as may be determined by the Town and the Consortium. The Grantee shall also comply with **Paragraph 4 (d) Reversion of Assets**, above.
- (b) Opportunity to Cure.** In the event of a violation of any of the provisions of this Agreement, the Town shall provide written notice of such violations to the Grantee. The notice shall describe the remedial steps to be taken by the Grantee and shall establish the deadline for full compliance. Any cure period shall be no less than 30 days from the Grantee's receipt of the Town's written notice of violation, unless otherwise extended with the Town's prior written consent. In the event that the Grantee fails to cure all such violations in the manner and within the time period stated in said notice, the Town shall have the right to require repayment of all HOME funds disbursed to the Grantee pursuant to this Agreement as specified in paragraph 13(a) herein.
- (c) Legal Recourse.** In the event the Grantee fails to cure a violation of any of the provisions of this Agreement, of a HOME program regulation or any other applicable regulation, and/or fails to cooperate with the Town in any manner pertaining to repayment, the Town reserves the right to take such steps as necessary in order to protect its ability to fulfill its obligations to HUD and to the Consortium, including but not limited to legal action.
- (d) Consortium Municipalities and Town to be Held Harmless.** The Grantee shall hold harmless and defend the Town, the Consortium and its Members from and against all claims for repayment of HOME project funds disbursed to the Grantee pursuant to this agreement, provided that such repayment is attributable to (1) the failure of the Grantee, its agents, subsidiaries or designees, to comply with applicable HUD regulations, or (2) any of the provisions of this Agreement or (3) any other act or omission of the Grantee, its agents, subsidiaries, or designees. The Grantee's liability shall be limited to the amount of funds disbursed pursuant

to this agreement, together with any penalties assessed by HUD or the Town on account of the Grantee's use of HOME funds disbursed for this project and any costs incurred by the Town in recovering sums owed pursuant to this paragraph, including but not limited to attorneys' fees.

- (e) **Penalties.** In the event that HUD assesses penalties against the Town on account of the Grantee's use of HOME funds pursuant to this agreement, the Grantee shall be required to reimburse the Town in full for the amount of the penalties assessed.

#### 14. **AUDIT AND MONITORING.**

- (a) **General.** Subgrantee shall comply with **2 CFR, Part 200, Subpart F**, including completion of a single audit if Subgrantee expended federal funds in excess of \$750,000. The Subgrantee shall be responsible for the cost of all audits performed on its records and operations pursuant to this section, and the Subgrantee shall not use HOME Program funds for any portion of the cost of such audits. At any time during normal business hours and as often as the Town, Consortium, HUD, and/or the Comptroller General of the United States may deem necessary, the Grantee and/or its lower tier recipient shall make available all such records and documents as requested by said parties for audit and/or monitoring. The Town, Consortium, HUD, and/or the Comptroller General may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all manners covered by this Agreement.
- (b) **HUD Performance Reviews and Monitoring.** The Grantee understands that HUD may conduct performance reviews and monitoring of the Town and Consortium as provided in HOME Program regulations **24 CFR 92.550-552** in order to examine expenditure and commitment rates, and compliance with eligibility, income targeting, affordability, matching, and any other applicable requirement of the HOME Program. The Grantee agrees to cooperate with HUD, the Town and the Consortium in such reviews and monitoring and to undertake remedial action as may be required pursuant to HOME Program regulation B **92.551, Corrective and Remedial Actions.**
- (c) **Monitoring by the Town or its Designee.** The Town or its designee will perform periodic monitoring of the Project. During project construction or rehabilitation activities the Town will meet with the Grantee periodically at which time the Grantee shall

provide written documentation of completed construction work. Following completion of the construction work the Town shall inspect each unit to certify compliance with Section 8 Housing Quality Standards. Thereafter the Town will complete annual monitoring of the project which will include, but not be limited to, annual review of:

- (l) If rental, recertification of tenant household income as provided by the Grantee to the Town; documentation of rents for said properties as provided by the Grantee to the Town in the form of signed yearly leases; verification that the rental units comply with the Section 8 Housing Quality Standards through annual inspections completed by the Town or its designee.

The Grantee shall cooperate with the Town throughout these annual and any other monitoring procedures, shall maintain recordkeeping in compliance with HOME regulations **24 CFR 92.508**, and shall implement such corrective action as requested by the Town.

***If monitoring is to be conducted by the Massachusetts Department of Housing and Community Development (DHCD), then the Town may rely on DHCD for said monitoring, including all activities listed herein.***

## **15. INDEMNIFICATION.**

**Indemnification.** The Grantee shall indemnify, hold harmless and defend the Town, and its agents or employees, the Consortium, and its Members, agents or employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, anyone directly or indirectly employed by the Grantee, or anyone for whose acts the Grantee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

## **16. INSURANCE.**

- (a) Not later than 15 days prior to commencement of any construction or rehabilitation work to be performed pursuant to this Agreement,

the Grantee or the Subsidiary shall provide the Town with a Certificate of Insurance covering each contracted portion of work to be performed pursuant to this Agreement, which Certificate shall provide coverage of the types and amounts stated in paragraph (b) of this section, as further specified in **Attachment C**. The insurance provided shall be maintained for the duration of each construction contract, and for such additional period of time as may be required by the Town. Said certificate may be obtained directly from contractors, subcontractors or other persons or entities hired to perform work pursuant to this Agreement.

- (b) The Certificate of Insurance shall provide, at a minimum, comprehensive general liability insurance covering bodily injury and property damage with an arrangement for coverage specifying premises/operations, contractual liability, and completed operations. The certificate shall also provide evidence of automobile liability, worker's compensation and professional liability coverage where applicable as determined by the Town.

The Certificate shall name the Consortium, its Representative Member and the Town as additional insured parties to the extent such coverage is commercially available.

## 17. **CONFLICT OF INTEREST and ANTI-LOBBYING.**

- (a) In accordance with HOME Program regulation **24 CFR 92.356**, the procurement of property and services by the Town and the Grantee is governed by the conflict of interest provisions stated in **2 CFR Part 200**. The Grantee shall comply with all applicable federal and state conflict of interest rules and shall ensure compliance with the same by all subrecipients as defined in HOME Program regulation **24 CFR 92.2** or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, the Grantee shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.
- (b) No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (c) The conflict of interest provisions of paragraph (b) of this section shall apply to the following: any person who is an employee, agent, consultant, officer, elected or appointed official of the Town of Sudbury or of the Grantee, or any state recipient or subrecipient of HOME funds.
- (d) Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation **24 CFR 92.356(d)**. The Grantee shall advise the Town in writing as to any such exceptions granted by HUD.
- (e) No Federal appropriated funds shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**18. EQUAL OPPORTUNITY.**

The Grantee or the Subsidiary shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, the Grantee shall ensure compliance with HOME Program regulation **92.350(a)** and the following statutes and executive orders pertaining to **Equal Opportunity**: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 12432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).

**19. FAIR HOUSING.**

- (a) **General.** The Grantee or the Subsidiary shall affirmatively further fair housing consistent with the Consortium’s Affirmative and Fair Marketing Policy and with HOME Program regulation **24 CFR 92.351**.
- (b) **Affirmative Marketing.** The Grantee or the Subsidiary shall adopt and implement affirmative marketing procedures for HOME-assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulation **24 CFR 92.351** and the Consortium Affirmative Marketing Plan and approved by the Town prior to the release of funds .

**20. DISPLACEMENT AND RELOCATION**

- (a) **General.** The Grantee or the Subsidiary shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation **24 CFR 92.353**. In the event that displacement cannot be avoided, the Grantee or the Subsidiary shall ensure compliance with HOME Program regulation **24 CFR 92.353**, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter “URA”, as amended. In addition, the Grantee shall ensure compliance with the most current edition of **HUD Handbook 1378** “Tenant Assistance Relocation and Real Property Acquisition”. All costs associated with relocation assistance will be the responsibility of the Grantee.
- (b) **Responsibility of the Grantee.** The Grantee or the Subsidiary shall prepare and maintain all necessary displacement and relocation plans and documentation (if applicable), as required by the URA (and Section 104(d) if applicable) including, but not limited to relocation plans, determinations of comparable housing, amounts and types of relocation assistance for which tenants are eligible, issuing notices to all tenants. If applicable, the Grantee shall be required to comply with its relocation plan as presented in a Relocation Assistance Plan to be reviewed and approved by the Town. In addition, the Grantee shall forward all permanent or temporary relocation notices and other related tenant correspondence to the Town for review and approval prior to issuing said documents or prior to committing any funds for relocation assistance, whichever occurs earlier.

**21. LABOR STANDARDS.**

The Grantee shall comply and/or ensure compliance 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**. In particular, the Grantee shall comply and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Compliance with said regulation shall include, but shall not be limited to maintaining all required documentation and implementing all labor compliance procedures such as: screening contractors for debarment, on-site labor interviews, preconstruction meeting and instructions, etc. The Grantee shall require certification as to compliance with the provisions of this paragraph as required by the Town pursuant to HOME Program regulation **24 CFR 92.354**. The Davis/Bacon Act applies to HOME funded rehabilitation projects of twelve (12) or more HOME-assisted units.

**22. CHANGES.**

In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Grantee shall notify the Town in writing of any such desired changes and if the Town agrees to such changes, they must be approved in writing by the Town and incorporated into this Agreement as amendments.

**23. RECORDS.**

The Grantee shall maintain all applicable records for the Project consistent with HOME program regulation **24 CFR 92.508 Recordkeeping**. In addition, the Grantee shall make available copies of all such records as may be requested by the Town or the Consortium.

**24. REPORTS.**

The Grantee shall cooperate with the Town in providing all data and information specific to its project in such formats and time frame as required by HUD and the Town within five (5) business days of request. Such reporting includes, but is not limited to the following:

- (a) all data required for the project completion report submitted to the Town within 30 days of project completion.
- (b) The Grantee shall provide to the Town annual income verification on all HOME-assisted tenants of said property as well as copies of all leases entered into for said property.
- (c) The Grantee shall provide documentation of Energy Star rating, if applicable.

**25. FAITH-BASED ORGANIZATIONS.**

- a) The Grantee shall comply with HOME Program regulation **24 CFR 92.257** with respect to the funding of faith-based organizations unless the activities are offered separately, in time or location, from the programs or services funded by the Loan Project, and participation is voluntary for the beneficiaries of the Loan.
- b) The Subgrantee shall not, in operating the Project, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.  
HOME Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. They may be used for these purposes only to the extent that those structures are used for conducting eligible activities as per **24 CFR 92.257**. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the HOME Project. HOME funds may not be used for improvements to sanctuaries, chapels, or other rooms that are used as a principal place of worship. .

**26. ASSIGNABILITY.**

The Grantee 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 Town.

**27. OBLIGATIONS.**

The Town shall not be obligated to lend any funds to the Grantee unless and until the same are received from the Consortium. No Town funds are obligated under the terms of this Agreement, only such funds as received from the HOME Consortium Investment Trust Fund. The Town is obligated to the Grantee only to the extent that funds are actually released from the HOME Consortium Investment Trust Fund.

**28. NOTICES.**

All notices, reports, and submissions must be sent by mail to the following addresses:

Grantee:

Executive Director  
Covenant Commonwealth Corporation  
c/o B'nai B'rith Housing New England, Inc.  
34 Washington Street  
Brighton, MA 02135

Town:

Town Manager  
Town of Sudbury

278 Old Sudbury Road, Sudbury MA 01776

Representative Member: WestMetro HOME Consortium Administrator  
c/o Newton Planning and Development Department  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

**29. LIENS.**

The Grantee represents that any property benefiting through installation or construction of improvements as part of the Project is free from any attachments, tax liens, mechanics liens or any other encumbrances other than (a) encumbrances listed in the Commitment for Title Insurance and approved by the Town, (b) mortgages and associated covenants and restrictive agreements approved by the Town in closing documents associated with State and private subsidy and loan sources listed in Attachment A, as these may change with the written approval of the Town.

**30. PROCEEDS**

Except as otherwise specified in this Agreement, any proceeds of the Project may be retained by Grantee or by Subsidiary. Such proceeds must be used for HOME-eligible or other housing activities to benefit low-income families. Grantee shall report any such proceeds to the Town. However, funds recaptured because the HOME-assisted housing no longer meets the affordability requirements under **24 CFR 92.254(a)(5)(ii)** are subject to the requirements of **24 CFR 92.503**.

**31. OTHER PROVISIONS/ATTACHMENTS.**

All other provisions are set forth within the following attachments which are hereby incorporated into this Agreement:

Attachment A, PROJECT DESCRIPTION AND BUDGET  
Attachment B, PROCESSING AND RELEASE OF PROJECT FUNDS  
Attachment C, INSURANCE  
Attachment D, CERTIFICATE OF VOTE AND AUTHORITY  
Attachment E, STATE TAX ATTESTATION  
Attachment F, FFATA FORM (if contract above \$30,000)  
Attachment G, SECTION 3  
Attachment I, WETLANDS MITIGATION MATERIALS/ORDER OF  
CONDITIONS

**SIGNATORIES**

**IN WITNESS WHEREOF** the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed.

**GRANTEE**

**Covenant Commonwealth Corporation**

By:   
Name: Susan Gittelman  
Title: Executive Director

**Town of Sudbury**  
By its Town Manager

\_\_\_\_\_  
Melissa Rodrigues, Esq.

\_\_\_\_\_  
Date

**SIGNATORIES**

**IN WITNESS WHEREOF** the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed.


**GRANTEE**

**Covenant Commonwealth Corporation**

By: \_\_\_\_\_  
Name: Susan Gittelman  
Title: Executive Director

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

**Town of Sudbury**  
By its Town Manager

  
\_\_\_\_\_  
Melissa Rodrigues, Esq.

3-27-19  
Date

**HOME PROJECT FUNDING AGREEMENT  
PROJECT DESCRIPTION AND BUDGET  
ATTACHMENT A**

1. NAME/BUDGET CODE: The Coolidge at Sudbury Project Phase II. HM20-10B
2. LOCATION: 187 Boston Post Road, Sudbury, Massachusetts, MA
3. PURPOSE: To provide a grant to Grantee, a Massachusetts non-profit corporation known as the GRANTEE, to assist with the development of 187 Boston Post Road. The property will provide 56 dwelling units of which two (2) 1-bedroom units will be rented as affordable units to 60% income eligible tenants under Section 92.206, and subject to this HOME Funding Agreement.
4. PROJECT FUNDING: \$ 178,203 of HM20-10B
5. DESCRIPTION: The Coolidge at Sudbury will be developed by Grantee or the Subsidiary and will provide 56 dwelling units of which two (2) 1-bedroom units will be rented as affordable units to 60% income eligible tenants under Section 92.206, and subject to this HOME Funding Agreement. The 2 HOME-assisted units shall be floating units.
6. USE OF HOME FUNDS: HOME funds will be available for acquisition, development costs and other costs of the project allowed under Section **24 CFR 92.206**.
7. MAXIMUM PER UNIT SUBSIDY AMOUNT: The proposed HOME funded subsidy levels shall not exceed limits published by HUD and 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 December 31, 2018 are:

<b>Unit size</b>	<b>HUD limits</b>
1 BR	\$168,600

8. INCOME TARGETING: The project shall meet HOME requirements under **24 CFR 92.203** and **92.216**. The income of all tenants in units assisted by HOME funds will be verified to ensure that HUD's income eligibility standards are met.

Ninety percent of HOME funds used for rental housing must be used for units occupied by tenants whose annual incomes do not exceed 60% of area

median income. The actual income limits are determined by HUD and published annually in the Federal Register.

In rental projects with five or more HOME-assisted units, twenty percent of the HOME-assisted units must be occupied by tenants whose annual incomes do not exceed 50% of area median income.

9. **CURRENT HOUSEHOLD INCOME LIMITS:** The renters' income levels shall not exceed limits published by HUD and current at the time of set-up in IDIS. If HOME assisted property is rented, incomes must comply with **24 CFR Section 92.216**. If purchased, incomes must comply with **24 CFR Section 92.217**.

Current Household Income Limits, effective April 1, 2018

Income Limits (as of 4/1/18)	
1-person	\$ 45,300
2-person	\$ 51,780

10. **QUALIFICATION AS AFFORDABLE HOUSING, HOME AFFORDABILITY PERIOD:** This project will comply with **24 CFR Section 92.252** and satisfy requirements as follows:

Rents will be set at a level that meets all of the requirements under the HOME program guidelines **24 CFR Section 92.252**. The Town shall provide a schedule of rents for HOME Assisted units for approval by the Representative Member. The rents will not exceed the maximum HOME rent limits as determined by HUD.

Current 2018 1BR Published HOME Rents (effective April 29, 2018) are

Rents (as of 6/1/18)	1 BR
High HOME	\$ 1,344
Low HOME	\$ 1,011

Notwithstanding the above, if a HOME Assisted Unit receives federal or state project-based rental subsidy and the occupying household qualifies as a Low Income Household and pays as a monthly contribution towards rent not more than thirty percent (30%) of one-twelfth of their household income, then the maximum rent (i.e., tenant contribution plus rental subsidy) is the rent allowable under the federal or state rental subsidy program.

**The HOME Affordability Period shall be 20 years, in accordance with 24 CFR 92.252 (e).** The Period shall start on the **date of completion** of the project, as recorded by the Consortium in IDIS. The **date of completion** is defined in the General Provisions, Section 5(c)(i).

11. **AFFIRMATIVE MARKETING:** Town will require Grantee or Subsidiary to prepare an affirmative marketing plan for approval by the Town and the Consortium and shall comply with the “WestMetro HOME Consortium Affirmative Marketing Policy and Implementing Procedures”
12. **FUNDING INSTRUMENTS:** The Town will execute this FUNDING AGREEMENT with Grantee for the full amount of HOME funds. The funds are being distributed as a grant.
13. **PROJECT SCHEDULE:**
- |                              |               |
|------------------------------|---------------|
| Construction Loan Closing:   | April 2019    |
| Construction Start:          | May 2019      |
| Construction 50 % complete:  | January 2020  |
| Construction 100 % complete: | December 2020 |
| Sustained Occupancy:         | December 2020 |
- a) Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, this Project must have completed all necessary construction work and receive a certificate of occupancy or other local certification indicating that construction has been completed and the Project is ready for occupancy no later than **four years** from the Effective Date of this Agreement.
- b) If the Project is not completed within four years from the Effective Date of this Agreement, the Project will be considered “involuntarily terminated before completion” and the HOME funds invested must be repaid to HUD.
14. **INSURANCE AND IMDEMNIFICATION:** Town will require developer to comply with indemnification and insurance requirements, as stated in the Mutual Cooperation Agreement (the “MCA”) by and between the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Wayland and Watertown and the Cities of Framingham, Newton, and Waltham and the Town, dated June 26, 2013, as amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991.
15. **FINANCIAL RECORDS:** The Town will require the developer demonstrate compliance with the program regulations, including:
- Have financial management systems conforming to **2 CFR Part 200**.
  - Have financial records which include cash receipts and disbursements register. All HOME funds and transactions must be clearly identifiable.
  - Copies of checks issued with HOME funds must be forwarded to the Town.
  - Have subsidiary records for each contract executed, including at minimum contract price, dates and amounts of payments and running balance as it pertains to the HOME funds expended under this funding agreement.



16. **ASSETS AND ACCOUNTS RECEIVABLES CONTROL:** The Town will establish and maintain accounting records which will track assets and receivables generated by HOME grants issued by the Town pursuant to this project, and will record revenue from such grants. The Town will require the developer to comply with MCA, Section 4.k, Reversion of Assets.
17. **DISPLACEMENT AND RELOCATION:** The Grantee or Subsidiary will comply with MCA, Section 10.q and HOME Program regulation **24 CFR 92.353**.
18. **ACQUISITION:** The Grantee or Subsidiary will comply with MCA, Section 10.r. and HOME Program regulations **24 CFR 92.353**.
19. **RECORDS:** The Town will require the developer to comply with MCA, Section 10.e. and HOME Program regulation **24 CFR 92.508**.
20. **PROPERTY STANDARDS:** Grantee or Subsidiary must meet property standards set out in **24 CFR 92.251**. Town will ensure that the units are inspected after completion and prior to rental by the Grantee's qualified inspector, for assurance that it meets Minimum Property Standards.
21. **SUBMITTALS:** The Town will ensure that IDIS setup requests, environmental clearance, insurance (including flood insurance) acquisition, and lower tier funding instruments are submitted to the Representative Member in a timely manner and as provided in the MCA.
22. Prior to request for setup in IDIS, the following documents shall be submitted:
- Final project schedule (if different than above)
  - Final project budget
  - Final Subsidy Layering Analysis/Underwriting Risk Assessment
  - Final Comprehensive Checklist
  - This Funding Agreement executed between the Town and Grantee.
23. The Grantee or Subsidiary shall ensure that, at the time of the closing of the HOME funds grant set forth in item 4 herein, an Affordable Housing Restriction shall be executed and recorded pursuant to **24 CFR Section 92.252** that is acceptable to the Town and the Representative Member.

**HOME PROJECT FUNDING AGREEMENT  
PROCESSING AND RELEASE OF PROJECT FUNDS  
ATTACHMENT B**

**1. PRE-RELEASE REQUIREMENTS**

- (a) **Funding Instruments.** The Town-Grantee HOME Project Funding Agreement must be fully executed between the Town of Sudbury and Grantee, and affordable housing restriction.
- (b) **Environmental Clearance.** Release of Funds must have been received from HUD for this project and the Consortium Representative Member must have approved final site specific environmental documentation.
- (c) **Set-Up Request.** The Town must have transmitted a project Set-Up Request to the Consortium Representative Member for Set-Up in the HUD IDIS system.

**2. METHOD OF PAYMENT.** If HOME funds are to be used for predevelopment costs incurred within 24 months prior to commitment of HOME funds in accordance with **92.206(d)(1)**, the Grantee shall submit a requisition at least three weeks prior to Construction Loan Closing and shall receive at time of Closing a lump sum payment of up to ninety-five percent (95%) of the HOME Program funds as specified in Attachment A and the balance of the grant amount after project completion, consistent with the disbursement procedure set forth in paragraph 3 below.

**3. DISBURSEMENT PROCEDURE.**

In advance of the closing of this HOME grant, the Grantee shall prepare an invoice in the manner described below.

At time of closing of this HOME grant, Town will disburse a check in the amount of ninety-five percent (95%) of the grant made payable to Grantee with documentation from Grantee for grant commitments for all additional funding sources.

Payment will be released after receipt of the above for the final HOME-assisted unit, including Recordation of the HOME-required deed restriction; and submission of final occupancy data to the Town and entry of same by the Representative Member in the HUD Information and Disbursement System ("IDIS").

- (a) **Invoice.**

The Grantee shall prepare an invoice on its letterhead with the following information: invoice number, date, name of project, contract number, type and amount of expenditure, and authorized signature, attach appropriate documentation and shall forward it to the Town.

- (b) **Requisition for HOME funds.** After review and approval of the Grantee transmittal, vendor or contractor invoice, and Construction Report (if applicable), the Town will prepare a Consortium requisition for HOME funds, in accordance with Consortium procedures and requirements including applicable Section 3 requirements and certifications.

Incomplete requisitions or requisitions not in full conformance with HOME Program regulations will be returned to the Grantee. In such case, processing of the Consortium requisition and drawdown of HOME funds will not be initiated, until such time as an approvable requisition is received.

- (c) **Processing of Consortium requisition.** After review and approval, the Consortium will process the requisition for payment through its accounts payable system. The A/P cycle takes approximately 15 days, provided all approvals for a requisition are in place by Wednesday of a typical workweek. It is anticipated that payees will be the Grantee and/or the Grantee's designated contractors, vendors and subrecipients.

- (d) **Retainage requirement.** The Town shall retain 5% of the HOME funds associated with this project until occupancy of the HOME-assisted units, the HOME-required deed restrictions have been recorded, and final occupancy data has been submitted to the Town and recorded by the Consortium in the HUD Information and Disbursement Information System (IDIS).

For the one percent (5%) balance of the grant, the Grantee shall prepare an invoice in the manner described below upon occupancy of the HOME assisted unit in the Project by an income-eligible household, as evidenced by delivery to the Town, in form acceptable to the Town, of:

- a. income verification of each household;
- b. HQS reports; and
- c. lease for each unit;

- (e) **Release of checks.** For acquisition, when released by the Consortium, checks will be held for pickup at the City of Newton's Treasurer's office by a person authorized in writing by the Town. For all other purposes when released by the Consortium checks will be transmitted to the designated payees by mail. The Consortium reserves the right to hold release of the final project payment pending satisfaction of all terms of this Agreement.

4. **FINANCIAL RECORDKEEPING REQUIREMENTS.**

- (a) **General.** The Town and the Grantee must have financial management systems conforming to **2 CFR Part 200 Subpart D – Post Award Requirements**
- (b) **Financial records.** The Town and Grantee shall at minimum have a HOME funds Cash receipts register and Cash disbursements register. All HOME funds and transactions must be clearly identifiable. Copies of checks issued with HOME funds must be forwarded to the Town as requested.

Subsidiary records shall be maintained for each contract signed and shall, at minimum, include contract price, dates and amounts of payments and running balance.

- (c) **Documentation.**
  - (i) General. All HOME transactions must be supported by appropriate source documentation. This includes, but is not limited to: contracts, invoices, countersigned payrolls, time sheets, etc., evidencing the nature and propriety of each obligation and payment, and showing the approval of the individual at the Grantee organization who is designated as the HOME program director.
  - (ii) Construction (if applicable). Contractor invoices must be accompanied by an itemized Application for Payment, prepared and signed by the contractor and architect, verified and countersigned by the Subgrantee and verified by the Town or its designee. If a pay item is funded both by HOME funds and other funds, the portion of each respective sources shall be broken out and identified.
  - (iii) Supplemental information. The Town and Grantee agree to provide such financial reports and additional source documentation and to comply with such reasonable additional financial control procedures as may be required by the Town.

**HOME PROJECT FUNDING AGREEMENT  
INSURANCE  
ATTACHMENT C**

**1. GENERAL.** The Grantee, and contractors and subcontractors engaged by the Grantee, its agents, subsidiaries or designees to perform HOME Program-assisted projects shall, at all times, be required to maintain insurance coverage consistent with the character of the project. Each certificate of insurance as required herein shall name the Town and the Consortium as an additional insured party. Each policy and certificate shall provide for at least twenty (20) days notice of cancellation or termination to the Town and the Consortium. Certificates shall be provided to the Town and the Consortium by the Grantee at the time of execution of this Agreement and thereafter immediately upon demand. All renewal certificates shall be delivered to the Town and the Consortium at least thirty (30) days before expiration of the existing policy.

The following coverage will be required at the minimum amounts indicated below:

<b>WORKMENS' COMPENSATION EMPLOYERS LIABILITY</b>	<b>Statutory coverage \$100,000 Coverage B</b>
<b>COMPREHENSIVE GENERAL LIABILITY BODILY INJURY</b>	<b>\$500,000 each occurrence \$1,000,000 aggregate</b>
<b>PROPERTY DAMAGE</b>	<b>\$500,000 each occurrence \$1,000,000 aggregate</b>

**NOTE: The Comprehensive General Liability policy must include coverage for:**

- \* Independent contractor's liability
- \* Products and completed operations liability for a period not less than one year following completion of the contract.
- \* Broad form property damage liability
- \* X (Explosives), C (Collapse), and U (Underground) hazards liability, if applicable
- \* Personal injury liability for all coverage
- \* Contractual liability

**2. PROFESSIONAL LIABILITY.** The Grantee shall ensure that all engineers and architects engaged by the Grantee in any and all aspects relative to the project identified in **Attachment A** shall carry the following minimum amounts of insurance:

<b>PROFESSIONAL LIABILITY (Errors/Omissions)</b>	<b>\$1,000,000 each occurrence \$1,000,000 aggregate</b>
--	--

**3. PROPERTY INSURANCE.**

- a) Rehabilitation Phase.** No later than 15 days prior to commencement of any rehabilitation and thereafter until construction is completed, Grantee or Subsidiary shall provide evidence of Builder's Risk insurance covering the Property. Said insurance will be in such amounts as deemed reasonable and prudent in accordance with standard construction practices and consistent with this Attachment, subject to the approval of the Town, which approval shall not be unreasonably withheld.
- b) [Reserved]**
- c) Hazard Insurance.** Grantee or Subsidiary shall keep the property continuously insured against damages resulting from hazards by maintaining an adequate extended coverage policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Property, any proceeds payable to Grantee are hereby assigned and shall be paid to the Town for application to the sums secured by the subject Mortgage and Note, with any excess to be paid to Grantee.
- d) [Reserved]**
- e) Restoration or Repair of Property.** In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, Grantee shall restore the property unless Grantee and the Town determine that it is impossible or impractical to do so.

**HOME PROJECT FUNDING AGREEMENT  
CERTIFICATE OF VOTE AND AUTHORITY  
ATTACHMENT D**

**Non-Profit Entities**

By unanimous written consent of the Board of Directors of **\_ Covenant Commonwealth Corporation** dated \_\_\_\_\_, it was voted that

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each acting singly as President, Treasurer, Vice President, and Executive Director, respectively, of the Corporation be and he/she are authorized to execute contracts and bonds in the name and on behalf of the Corporation, and affix his/her seal thereto, and such execution of any contract or obligation in the name of the Corporation on its behalf by such person under seal of the Corporation shall be valid and binding upon the Corporation.

A TRUE COPY

ATTEST: \_\_\_\_\_  
(print: name and title here)

ADDRESS:

I hereby certify that I am the Clerk of \_\_\_\_\_ and that

---

\_\_\_\_\_ are duly elected President, Treasurer, Vice President and Executive Director, respectively, of said Corporation, and the above vote has not been amended or rescinded and remains in full force and effect as of \_\_\_\_\_, 201\_, the date on which the grantee's authorized representative, named above, affixed his/her signature to this contract.

\_\_\_\_\_  
(title)(Corporate Seal)

\_\_\_\_\_  
(Date)

**HOME PROJECT FUNDING AGREEMENT  
CERTIFICATE OF VOTE AND AUTHORITY  
ATTACHMENT D**

**Non-Profit Entities**

By resolutions of the Executive Committee Covenant Commonwealth Corporation (the "Corporation") adopted March 29, 2019, it was voted that Susan Gittelman, Executive Director of the Corporation, Burton Gesserman, President of the Corporation, Hindell Grossman, Clerk of the Corporation and Robert Skloff, Treasurer of the Corporation, and each acting singly, be and are authorized to execute contracts and instruments in the name and on behalf of the Corporation, and such execution of any contract or obligation in the name of the Corporation on its behalf by such person under seal of the Corporation shall be valid and binding upon the Corporation.

*Covenant Commonwealth Corporation  
By: Susan Gittelman, Executive Director*

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Susan Gittelman, Executive Director

ADDRESS: 34 Washington Street, Boston, MA 02135

I hereby certify that I am the Clerk of the Corporation and that Susan Gittelman, Burton Gesserman, Hindell Grossman and Robert Skloff are the duly appointed or elected, as applicable, Executive Director, President, Clerk and Treasurer, respectively, of said Corporation, and the above vote has not been amended or rescinded and remains in full force and effect as the date hereof, the date on which the grantee's authorized representative, named above, affixed his/her signature to this contract.

*Covenant Commonwealth Corporation  
By: Hindell Grossman, Clerk*

*[Signature]*  
\_\_\_\_\_  
Hindell Grossman, Clerk

April 25, 2019



**HOME PROJECT FUNDING AGREEMENT  
STATE TAX ATTESTATION  
ATTACHMENT E**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,  
EFFECTIVE JULY 1, 1983 REQUIRES THAT THE ATTESTATION BELOW BE  
SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that Covenant Commonwealth Corporation, to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

*Covenant Commonwealth Corporation*  
BY: *Susan Gittelman, Executive Director*

By: \_\_\_\_\_  
Susan Gittelman, Executive Director of  
Covenant Commonwealth Corporation

\*\*Soc. Secur. Number or EIN: 20-4158996  
(Volun. or Mand. if Applicable)

**Date: April 25, 2019**

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G. L. C. 62C, S. 49A.**

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

OFFICER	NAME	COMPENSATION
OFFICER 1	Burton Gusserman, President	\$0
OFFICER 2	Robert Skloff, Treasurer	\$0
OFFICER 3	Hindell Grossman, Clerk	\$0
OFFICER 4	Susan Gittelman, Executive Director	\$0
OFFICER 5		

**C. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR**

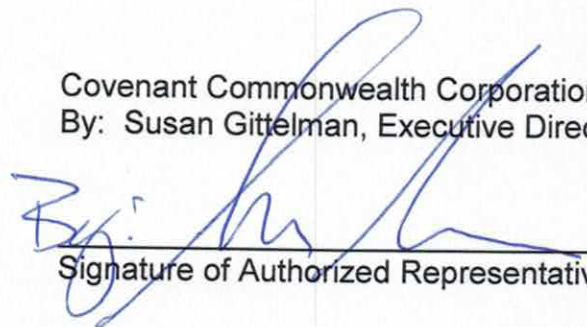
Officer and representative of: Covenant Commonwealth Corporation

Address: 34 Washington Street, Boston, MA 02135

Telephone Number: 617-731-5290

*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.*

Covenant Commonwealth Corporation  
By: Susan Gittelman, Executive Director

  
Signature of Authorized Representative

4/25/19  
Date

**HOME PROJECT FUNDING AGREEMENT  
FFATA REPORT  
ATTACHMENT F**

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: Covenant Commonwealth Corporation

Name of Project/Activity: Coolidge at Sudbury Phase 2

Data Universal Number System (DUNS) Number: 802771670

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.



**HOME PROJECT FUNDING AGREEMENT  
ATTACHMENT G  
SECTION 3**

Recipients of Community Development Block Grant and/or HOME projects exceeding \$200,000 and where the contractor or subcontractor is contractually obligated in excess of \$100,000, are required to submit a Section 3 Plan prior to construction start, and a Section 3 Final Report with the last requisition, in compliance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010. These regulations state that preference must be given in employment and training opportunities to lower-income project area residents and that subcontracts be awarded to eligible Section 3 businesses.

The Section 3 policy requires Sudbury to maintain an affirmative posture regarding employment opportunities for low- and moderate-income residents in connection with HOME Funded projects and encourages the hiring of such persons for new trainees, apprentices or regular positions which may become available as a result of such projects.

Each recipient, contractor and subcontractor must make a good faith effort to meet these same objectives with regard to both business and employment opportunities in connection with HOME Funded projects.

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The recipient agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the recipient's commitments under this Section 3

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The recipient will not subcontract with any subcontractor where the recipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the recipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

***Final payment will not be released until a Section 3 Utilization Report is submitted to the Town of Sudbury Planning and Development Department.***