



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-SIX

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CITY OF AMESBURY, MA

SPONSORED BY: Kassandra Gove BILL No. 2026-042
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend the North Shore HOME Consortium grant in the amount of \$91,983, including \$44,827 from Program Year 2024, \$44,397 from Program Year 2025, and up to \$2,759 for HOME eligible administration expenses.

Summary: This funding will support the City of Amesbury's efforts to oversee and assist homeowners in implementing a Homeowner Housing Rehabilitation Program for income-eligible individuals and/or families or other activities in compliance with the grant program agreement. The Housing Rehabilitation Program will help homeowners complete necessary health- and safety-related repairs to their properties.

The North Shore HOME funds are available to municipalities in the region on an annual basis. Funds are allocated on a formula and reimbursement basis.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend the North Shore HOME Consortium grant in the amount of \$91,983.

**Amesbury - North Shore HOME Consortium
HOME Program Agreement**

This agreement is made and entered into this 10th day of December, 2025, by and between the North Shore HOME Consortium (NSHC), having a mailing address of Peabody City Hall, 24 Lowell Street, Peabody, Massachusetts 01960, its successors and permitted assigns, and The City of Amesbury, having a mailing address of 62 Friend St, Amesbury, Massachusetts 01913.

The North Shore HOME Consortium has agreed to allocate Forty-Four Thousand, Eight Hundred and Twenty-Seven Dollars (\$44,827.00) from Program Year 2024, and Forty-Four Thousand, Three Hundred and Ninety-Seven Dollars (\$44,397.00) from Program Year 2025, for a total of Eighty-Nine Thousand, Two Hundred and Twenty-Four Dollars (\$89,224.00) from funds made available from the U.S. Department of Housing and Urban Development's (HUD) Home Investment Partnerships Program (HOME Program), to the City of Amesbury.

In turn, the City of Amesbury has agreed to oversee and to provide support to one or more homeowners to implement a Homeowner Housing Rehabilitation Program for income eligible individuals and/or families to assist homeowners to make necessary health and safety related repairs to their properties. The City of Amesbury agrees to use HOME funds solely for these activities, as outlined below. The City of Amesbury, or its' subrecipients, if applicable, may also access up to an additional Two Thousand, Seven Hundred and Fifty-Nine Dollars (\$2,759.00) for HOME eligible administration expenses related to the implementation of this program.

The City of Amesbury will carry out the management and oversight of the program and ensure that it is administered in accordance with all of the requirements of the HOME Investment Partnerships Program Final Rule 24 CFR Part 92, and with the Rules and Policies of the North Shore HOME Consortium. The specific regulations for financial management can be found at 24 CFR Part 85 (sections 85.6, 85.12, 85.20 85.22, 85.22, 85.26, 85.32, 85.34, 85.36, 85.44, 85.51 and 85.52) and in 2 CFR part 200.

The City of Amesbury will complete the HOME Environmental Checklists and send necessary backup documentation to the NSHC to allow it to determine if the activity can be assisted with HOME funds. The results of the Environmental review will be posted for public comment for 18 days in accordance with HUD ER policies.

The City of Amesbury will coordinate with the NSHC legal counsel to create and execute the appropriate legal documents with each household to be assisted before any HOME funds are disbursed. Written agreements must meet the terms of 24 CFR 92.504(b). The City of Amesbury and its' subrecipients will have one (1) year from the date of the signing of this document to commit these funds to eligible homeowners or will be required to release them back to the North Shore HOME Consortium for recommitment.

The City of Amesbury will submit completed project set up forms for each homeowner assisted. The City of Amesbury may draw down HOME funds from the NSHC as needed to pay for

for HOME funded activities are detailed at 24 CFR 92.252. Current rent limits are attached to this document as “Attachment C,” but are subject to change. Initial rents must be approved by the NSHC, and annually thereafter as part of annual reporting to the NSHC. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and owner. Then lease may not contain any of the prohibited clauses listed in 92.253 (b). An owner may not terminate tenancy or refuse to renew the lease of a tenant of HOME assisted housing except for serious or repeated violations of the terms or conditions of the lease. Also, the owner of HOME assisted rental housing must adopt written tenant selection policies (92.253(d)). The leases must comply with all applicable state and local tenant-landlord laws. The Town must monitor subrecipients for adherence to these requirements throughout the period of affordability established for each rental project.

4.) HOME Assisted Homeowner Rehabilitation activities must be occupied by owners with incomes at or below 80% of the Area Median Income (AMI) for the jurisdiction region, Boston, based upon family size. In Homeownership Rehabilitation activities that also include rental units, rental units must be occupied by a household with an income at or below 60% AMI. The most current income maximum limits are attached to this document as “Attachment B” but are subject to change on an annual basis.

5.) Rents charge in HOME assisted units must be affordable. Rental requirements for HOME assisted activities are detailed in 24 CFR 92.252. Current Rent limits are attached to this document as “Attachment A” but are subject to change. Leases for any HOME- assisted rental units must be for not less than one year, unless by mutual agreement of owner and tenant. Leases may not contain any of the prohibited lease clauses listed in 92.253 (b). An owner may not terminate tenancy or refuse to renew a lease of a tenant in HOME assisted housing except for serious or repeated violations of the terms of the lease. Leases must comply with all applicable local and state tenant and landlord laws. The City will monitor for adherence to these requirements throughout the period of affordability established for each project.

6.) HOME- assisted housing must meet affordability requirements for not less that the applicable period specified in 24 CFR 92.254(a)(4). If housing created with HOME funds under this agreement does not meet the affordability requirements for the prescribed period of time, the project will be deemed to have failed, and HUD will require that the entire amount of the HOME assistance be repaid.

7.) For Homeownership housing units, assisted housing must remain the principal residence of the beneficiary during the entire period of affordability. This requirement must be included in the written agreements with the homeowner. The City will monitor for residency annually (one option is by sending a certified letter to owners annually and investigating any that are returned) and inform the NSHC of any defaults.

8.) The City of Amesbury, in order to ensure the period of affordability, will impose recapture requirements in written agreements with homeowners. This will include the provision that the City will recoup the entire amount of HOME funding if the home does not continue to be the principal residence of the owner for the affordability period. It will also include the provision that the entire amount be returned should ownership be sold or transferred. The City will file a

10.) The City of Amesbury will be responsible for complying with the requirements of Section 3 of the Housing and Urban Development Act of 1968(12 U.S.C. 1701u and 24 CFR Part 135) where applicable.

11.) The City will include in all written agreements the requirement to adhere to the following laws: 1) Contract work Hours and Safety Standards Act, as amended (40 USC 327-333), which states that employees on Federally assisted construction jobs must be paid time and a half for work in excess of 40 hours per week, and provides for liquidated damages when violations occur; 2) The Copeland (Anti-Kickback) Act (40 USC 276c), which makes a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance; 3) The Fair Labor Standards Act of 1938, as amended (29 USC 201, et. Seq.), which establishes the basic minimum wage, overtime rate, and establishes child labor standards, and the Federal Violence Against Women (VAWA) act.

12.) In accordance with the HOME regulations outlined at 24 CFR 92.356 (f), the Town must include in all written agreements the requirement that no owner, developer, or sponsor of a project assisted with HOME funds, whether private, for profit, or non-profit may occupy a HOME assisted affordable housing unit in a project without the express written permission of the NSHC. In addition, no officer, employee, agent, or consultant of the owner, developer, or sponsor may occupy a HOME-assisted unit.

13.) The HOME lead-based paint (LBP) requirements apply to all activities including acquisition not involving rehabilitation (e.g. down payment assistance programs). The City of Amesbury will ensure that all HOME funded activities adhere to these requirements.

14.) Additional General Provisions

- a. This Agreement shall not be assigned by any party without the prior express written approval of the other parties.
- b. No amendment or modification of the terms or conditions of this Agreement shall be effective without the prior express written approval of both parties.
- c. If any provision of this Agreement shall prove to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall remain in effect to the extent permitted by law.
- d. This Agreement is binding upon and shall inure to the benefit of the heirs, assigns, and successors in interest of the parties hereto.
- e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- f. Where notice is required to be given in writing under this Agreement, it shall be sent by first class mail, postage prepaid, as follows:

If to the Lead Community:

North Shore HOME Consortium

Attn: Kevin J. Hurley

Peabody City Hall, 24 Lowell Street

Peabody, Massachusetts 01960

If to the City of Amesbury:
Office of Community & Economic Development
Attn: Nick Cracknell, Director
62 Friend Street
Amesbury, Massachusetts 01913

- g. In accordance with 24 C.F.R. 85.43, the NSHC may suspend or terminate this Agreement if the City of Amesbury materially fail to comply with any of its terms. This Agreement may be terminated for convenience in accordance with 24 C.F.R. 8.44. Suspension or termination for non-compliance shall not be effective until after the NSHC has provided written notice to the City of Amesbury which describes the steps which must be taken to rectify the non-compliance and a gives a reasonable timetable for bringing the Grantee into compliance.
- h. Upon expiration of this agreement, any remaining HOME funds in accounts held by the City of Amesbury or its subrecipient, and any funds received by the City of Amesbury or its subrecipient attributable to the use of HOME funds must be transferred to the NSHC.

This Agreement is entered into as of the 10th day of December, 2025

BY: City of Peabody, Lead Community,
North Shore HOME Consortium


Edward A. Bettencourt, Jr., Mayor

BY: City of Amesbury

Kassandra Gove, Mayor