

## HOME PROGRAM WRITTEN AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Woonsocket, Department of Planning and Development (hereinafter referred to as "CITY") and R+K Building Corp, owner of property located at Mendon Road (AP 53A Lots 1+32), Woonsocket, RI 02895 (Hereinafter referred to as the "SELLER"). The City shall acquire the above referenced property using federal HOME Investment Partnership Program funds, a federal program administered by the U.S. Department of Housing and Urban Development (HUD). These funds are administered by the City of Woonsocket, Department of Planning and Development. The HOME Program assistance is to help make it possible for the purchase and development of the above referenced property. The full legal description of the property is as follows: See Exhibit "A" ATTACHED.

### WITNESSETH THAT

WHEREAS, the Seller desires to contract with the City for the acquisition of the above referenced property; and

WHEREAS, the City agrees to operate, manage, and maintain the Program in a manner so as to be available to all residents of the City area without regard to race, color, religion, creed, political ideas, gender, age, marital status, physical or mental disability, or national origin and with granting agencies required guidelines; and

WHEREAS, the City has been awarded a grant under HUD's HOME Investment Partnerships Program; and

WHEREAS, the parties to this Agreement understand that neither party has in any way abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, THE CITY AND THE SELLER MUTUALLY AGREE AS FOLLOWS:

- I. Responsibilities Delegated to the Seller
  - a. The Seller agrees to sell the above referenced property for a total cost of one million one hundred thirty thousand dollars (\$1,130,000.00).
- II. Responsibilities Delegated to the City
  - a. The City agrees to carry out the duties and responsibilities assigned to it as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.
  - b. The City shall comply with the environmental review responsibilities described at 24 CFR 92.352.
  - c. Following the completion of the acquisition of the Project, the City will issue an RFP to secure a developer of the property to create an estimated 10-11 single family homes that will be sold to HOME-eligible individuals and/or families.

OK to Pay  Date 9/20/23

IDIS# [REDACTED] P.O. # \_\_\_\_\_

Final  Partial

- d. The City shall comply with the affordability period requirements described at 24 CFR 92.254.
- e. The City shall comply with Program Income requirements described at 24 CFR 92.503(a).
- f. The City shall comply with the uniform administrative requirements described at 24 CFR 92.505.
- g. The City shall comply with the affirmative marketing responsibilities in accordance with 24 CFR 92.351.
- h. The City shall maintain adequate insurance on the property during development.
- i. The City shall comply with the applicable procurement requirements set forth 2 CFR 200.320. The City will maintain copies of all quotes and any other construction documents as required by federal regulations. The City shall procure all materials, property, or services in accordance with federal requirements.

### III. Indemnification

- a. The Seller shall indemnify and hold harmless the City, and its agents and employees from defaulting in the performance of the obligations under the Purchase and Sale Agreement.

### IV. Debarment

- a. The Seller and the City certify and agree to ensure during the term of this Agreement that neither it nor its principals, are excluded from or ineligible for participation in this Agreement by any governmental department or agency or in any Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### V. Access to and Retention of Records

- a. In accordance with the requirements of 24 CFR 92.508, the City shall create and retain records supporting the services covered by this Agreement, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the completion date of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement. These records will be kept in the City's Department of Planning and Development, 169 Main St., Woonsocket, RI 02895.
- b. In accordance with the requirements of 24 CFR 92.508, the City shall provide HUD, the Comptroller General of the United States, or their authorized agents access to any records necessary to determine compliance with the Agreement and to make audits, examinations, excerpts, and transcripts.

### VI. Assignment, Transfer, and Subcontracting

- a. The Seller may not assign, transfer, or subcontract any portion of this Agreement without prior written approval by the City. If such approval is granted, the Seller accepts responsibility for the adherence to the terms of this Agreement by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to

which it delegates authority to carry out any portion(s) of this Agreement.


VII. Payment Procedures

- a. The City will pay to the Seller funds made available under the City's HOME Program based upon information submitted by the Seller and consistent with any approved budget and relevant documents concerning payments. Payment will be made at closing for the full purchase price of the above referenced property and will not exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Seller.

SELLER(S)

R & K Building Corp.

RAYMOND L. BOURQUE  
Name

  
Signature

September 19, 2023  
Date

BUYER(S)

City of Woonsocket

Michael Debrousse  
Director of Planning and Development

  
Signature

5/20/23  
Date

Exhibit "A"

Parcel I

A certain lot or parcel of land situated to the east of Mendon Road in the City of Woonsocket, County of Providence and State of Rhode Island, being laid out and designated as "AP 53 Lot 32 (NEW AREA = 21,511 SF)" on that certain plat entitled "ADMINISTRATIVE SUBDIVISION FOR R & K BUILDING CORP. & SURA REALTY WOONSOCKET, R.I. JUNE 1, 1999", which said plat is recorded in the Land Evidence Records of the City of Woonsocket in Plat Book 21 at Page 92.

Parcel II

A certain lot or parcel of land situated on Mendon Road in the City of Woonsocket, County of Providence and State of Rhode Island, being laid out and designated as "(new) AP 53 Lot 1 Area = 191,262± S.F. (4.391± ACRES)" on that certain plat entitled "ADMINISTRATIVE SUBDIVISION FOR R & K BUILDING CORP. & SURA REALTY WOONSOCKET, R.I. JUNE 1, 1999", which said plat is recorded in the Land Evidence Records of the City of Woonsocket in Plat Book 21 at Page 92.

TOGETHER WITH AND SUBJECT TO 40' right of way.