HEARINGS, MEETINGS, LICENSES

3-26-12

Greater Attleboro/Taunton HOME Consortium
45 School Street, 2nd Flr
Taunton, MA 02780
Phone: 508-821-1030

RECEIVED
JAN 2012

January 12, 2012

Mr. Charles J. Cristello, Town Manager
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Dear Mr. Cristello:

I would like to take this opportunity to inform you that the Greater Attleboro/Taunton HOME Consortium (GATHC), which your community is a member, will need to execute a new *Mutual Cooperative Agreement* for a three year period beginning on July 1, 2012.

Enclosed for your review and consideration, please find a copy of a new Cooperative Agreement for the GATHC. As was the case when the Consortium was originally established in 2003, the Cooperative Agreement will need to be approved by a formal vote of the local governing body of each of the 14 participating communities that presently comprise the GATHC.

Also enclosed, please find the following documents that will need to be completed and returned to the Taunton Office of Economic and Community Development, the entity that serves as the lead agency for the GATHC:

- A signature page (that will need to be signed by the official in your community authorized to sign the Cooperative Agreement)
- A document which designates the individual in your community who has the authority to sign the Cooperative Agreement
- A record of the vote taken by the local governing body (City Council or Board of Selectmen) documenting approval of the new Cooperative Agreement on behalf of your community

Please note that the documents outlined above and included as part of this package are intended to serve as samples. If you prefer, please feel free to use documents generated by your own community that will satisfy the same requirements. If you would like an electronic version of any of the documents sent, please contact the Taunton Office of Economic and Community Development.

It is important to point out that there is a time requirement related to the approval of a new Cooperative Agreement for the GATHC by the U.S. Department of Housing and Urban Development (HUD). Therefore, it is hoped that local approval process can be completed by **April 1, 2012** so that a final submission package for HUD can be prepared and completed.

Thank you for your time and attention to this matter. Your community's partnership and participation in the GATHC is greatly appreciated and has help to provide housing assistance to many individuals in our region. If you have any questions or need any additional information, please feel free to contact Michael Ferreira, Community Development Director, City of Taunton, at 508.821.1032 or oecdcddir@tmlp.net.

Sincerely,

Michael J. Ferreira

Michael J. Ferreira
Community Development Director

cc: Kevin Shea, Executive Director

MUTUAL COOPERATION AGREEMENT
TO RENEW THE GREATER ATTLEBORO-TAUNTON HOME CONSORTIUM (GATHC) UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT FOR THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2015

MUTUAL COOPERATION AGREEMENT made this day of 2012 by and between the Cities of Taunton and Attleboro and the Towns of Berkley, Carver, Dighton, Easton, Lakeville, Mansfield, Middleborough, Norton, North Attleboro, Plainville, Raynham, and Seekonk (units of general local government) organized and existing under the laws of the Commonwealth of Massachusetts.

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act authorizes the Home Investments Partnership Program ("hereinafter "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to local governments for the purpose of increasing the supply of affordable housing; and

WHEREAS, HUD has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a Consortium for the purpose of obtaining funding as a Participating Jurisdiction (PJ) under the HOME Program; and

WHEREAS, the signatory units of general local government intend hereby to establish a Consortium to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program; and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the funding benefits of HUD regulations and requirements as now or hereafter in effect, to create or improve affordable housing for their low and moderate income residents.

NOW, THEREFORE, in consideration to the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 – DEFINITIONS

a. "Member" means a unit of local government that is a signatory to this agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

b. "Participating Jurisdiction" means a state or a unit of general local government that has been so designated by HUD in accordance with § 92.105.

c. "Lead Entity" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

d. "CP" means a Consolidated Plan, as defined in 24 CFR Part 91 and required by HUD regulations and requirements as now or hereafter in effect.

e. "CHDO" means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

f. "CFR" means Codes of Federal Regulations

SECTION 2 – PURPOSES

This agreement is entered into for the purpose of meeting the criteria established in 24 CFR, Part 92 for obtaining general local government status as a Consortium of otherwise ineligible town and cities in order to obtain funding for the HOME Program. Moreover, this agreement is entered into in order to benefit the residents of the both the Towns and Cities by enhancing the quality of life of those residents benefiting from the HOME Program.

SECTION 3 – MEMBERS/CREATION OF CONSORTIUM

The Cities and Towns are members of the Consortium and by execution of this Agreement hereby form a Consortium to be known as the "Greater Attleboro-Taunton HOME Consortium (hereinafter "Consortium").

SECTION 4 – STATUS OF CONSORTIUM

The Consortium shall function as a PJ for funding under the HOME Program upon designation by HUD.

The Consortium shall seek to obtain HOME funds that become available upon notice by HUD and the state's Department of Housing and Community Development (DHCD).

This agreement is not intended to limit or otherwise restrict the signatories to this Agreement from participating in programs and/or from seeking funding from HUD, or other public sources, for purposes not involving the Consortium and the HOME Program.

SECTION 5 – CONSOLIDATED PLAN

Members of the Consortium shall cooperate in the preparation of a Consolidated Plan (CP) covering the jurisdictional boundaries of the Consortium. The preparation of the CP will take place pursuant to 24 CFR Parts 91 and 92 as required by HUD regulations.

SECTION 6 – FUNDING

a. HOME funds allocated to the Consortium shall be disbursed and administered for the Consortium region in the following manner: Housing Rehabilitation, Downpayment and Closing Cost Assistance, and Affordable Housing Unit Production **undertaken by Community Housing Development Organizations (CHDO).** The Lead Entity will administer these funds on a regional basis. The Lead Entity shall notify the Members of the regional entitlement share of HOME funds allocated to the Consortium and report on its activities on a semi-annual basis. Consortium members shall vote on projects and the budget that will be included by the Lead Entity in the GATHC's Annual Action Plan and annual budget.

SECTION 7 – MATCHING FUNDS

a. The Lead Entity shall be responsible for identifying the necessary matching funds or matching fund credits (see below) for all of its projects as required by HUD regulations and requirements as now or hereafter in effect. Matching funds and/or credits can be achieved in a variety of forms, including use of state housing funds administered within the Consortium.

b. HUD will figure the matching funds necessary based on the total match required for all projects of the Consortium as a whole. Therefore a single project or group of projects may contribute more match than is required for that project or projects. The Lead Entity will assign any surplus match credit to other projects within the Consortium.

SECTION 8 – REPAYMENT OF HOME FUNDS

In the event that HUD requires the repayment of HOME funds, the Lead Entity shall remain liable to HUD for repayment of HOME funds dispersed to the Consortium for its use in member communities.

SECTION 9 – PENALTIES

In the event that HUD assesses penalties against the Consortium, the Lead Entity shall remain liable to HUD for the payment of any penalties assessed to the Consortium for its use of funds in member communities.

SECTION 10 – SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The Consortium is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by CHDOs.

SECTION 11 – POWERS AND DUTIES OF LEAD ENTITY

a. The City of Taunton, acting through its Office of Economic & Community Development (OECD), will be designated as and agrees to assume overall responsibility as the Lead Entity for this Consortium and the purposes of the HOME Program, including requirements concerning a Consolidated Plan (CP), Comprehensive Annual Performance Evaluation Report (CAPER), compliance with HUD regulations and instructions now or hereafter in effect, for the duration of this agreement.

b. The Lead Entity shall have access to all records of each of the Members related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.

c. The Lead Entity shall establish such administrative procedures as may be necessary to facilitate the application for and distribution of HOME Program funds.

d. The Lead Entity shall be entitled to claim matching fund credit as provided in HUD regulations and requirements as now or hereafter in effect for administrative costs incurred solely in its capacity as Lead Entity.

f. The Lead Entity shall be entitled to retain income as provided in HUD regulations and requirements as now or hereafter in effect for administrative expenses incurred solely in its capacity as Lead Entity.

g. The Lead Entity will be authorized to sign and amend the Consortium Agreement and to add new members on behalf of the entire Consortium, subject to approval of all amendments by Consortium Members.

SECTION 12 – DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

a. Each Member agrees to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program.

b. The Consortium and each of its Members agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.

c. Each Member shall be responsible for assisting in obtaining the necessary local approvals for acceptance and allocation of HOME Program funds.

d. Each Member is responsible for submitting in a timely manner to the Lead Entity all information necessary for participation in the Consortium as defined in HUD regulations and requirements as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Plan and Annual Action Plans, the identification of matching funds, program descriptions and certifications, written agreements executed with subrecipients, and performance reports.

e. Each Member shall be responsible for compliance monitoring related to development projects which occur within a Member's community.

f. Each Member shall be responsible for assisting the Lead Entity in obtaining the necessary information to complete any Environmental Review, as required by HUD, related to projects that take place in a member's community.

g. Each Member shall be responsible for assisting the Lead Entity in posting public notices for meetings, public hearings, etc.

h. Each Member shall designate a representative for the purpose of voting on matters before the Consortium or otherwise conducting Consortium business. If that representative is unable to attend a meeting of the Consortium or vote on matters before the Consortium, a designee may be assigned by the official community representative to represent the community, provided that assignment is done in writing to the Lead Entity prior to a Consortium meeting.

i. Each Member shall be responsible for assisting the Lead Entity in compiling information needed for the completion and implementation of a Fair Housing Plan for the Consortium. The information shall include, but not be limited to, that community's zoning by-laws, school lunch program, public transportation infrastructure, and employment patterns.

SECTION 13 – TERM OF AGREEMENT AND RENEWAL

a. TERM - This agreement shall remain in effect during the period necessary to complete all activities funded by Program Years 2012, 2013, and 2014 HOME Program formula allocations ***(July 1, 2012 until June 30, 2015)***, or until the Consortium's status as a PJ in the HOME Program is revoked by HUD. Program Years will run from July 1 through June 30 during each qualification period.

b. AUTOMATIC RENEWAL – This Agreement shall automatically be renewed for subsequent three year terms, subject to the following provisions:

i. By June 1st of the end of each qualification period, the Lead Entity shall notify each Member in writing of its right not to participate for the successive three-year qualification periods. A copy of this notification must be sent to the Regional HUD Field Office by the date specified in the Consortia Designation Notice. A Member choosing not to renew, must submit written notice to the Lead Entity of the intension not to participate in the successive three-year qualification period.

ii. In the event HUD changes the requirements for cooperation agreements, as set forth in the Consortia Qualification Notice, this agreement will be amended to comply with such changes. Such amendment will be submitted to HUD in accordance with the Consortia Qualification Notice for that period. Failure to comply will void the automatic renewal of this agreement.

SECTION 14 – FAIR HOUSING

Each Member agrees to affirmatively further Fair Housing in accordance with applicable federal law, Consolidated Strategy/Plan and with 24 CFR 570.904(c).

SECTION 15 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and all applicable HUD regulations. HOME regulations and requirements as now or hereafter in effect are incorporated by reference for determining any issues that may arise concerning the Consortium.

SECTION 16 – SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

This agreement is executed in fourteen (14) counterparts, each of which shall be deemed to be an original and all constituting together one and the same instrument, this being one of the said counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

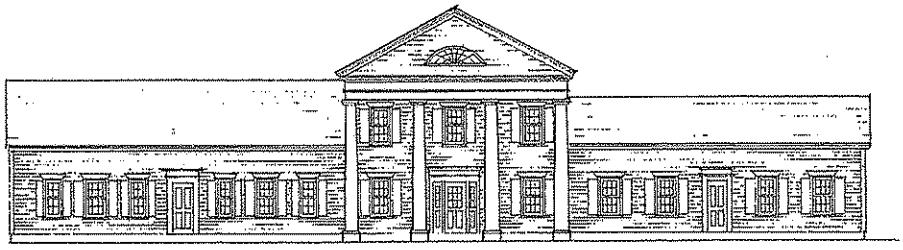
_____

Town of Middleborough, by its Board of Selectmen Chair (or Town Manager)

MIDDLEBOROUGH POLICE STATION

99 North Main Street
Middleborough, MA

RENOVATION/ADDITION CONCEPT II



Roth & Seelen, Inc.
Hingham, MA

March 5, 2012

Middleborough Police Station – Renovation/Addition Program
March 5, 2012
Roth & Seelen, Inc.

General Comments and Considerations

1. Provide rapid access from sally port to Cell Block.
2. Provide close proximity between OIC/Dispatch area and Booking area.
3. Provide secure separation between prisoners and victims, witnesses, members of the general public.
4. Provide interview rooms with access from public areas and secure areas.
5. Provide reasonable amounts of storage space distributed throughout the facility.
6. Provide elevator access to all floor levels, secure but adjacent to public lobby.
7. Provide space for office expansion.

NOTE: Room dimensions indicated below for various rooms are approximate.

SPACE USE PROGRAM

Space	Net Floor Area	Notes
OIC/Dispatch/Public – Main Floor Level		
Public Lobby, Addition	200 SF; 12 x 16	Monitored by Dispatch
Dispatch	450 SF; 15 x 30	3 consoles. Adjacent to public lobby and OIC. Includes toilet room, kitchenette
Victims' Interview	100 SF; 8 x 12	Separate from prisoner/secure area
OIC/Sergeants	375 SF; 18 x 21	Adjacent to Dispatch; easy access to booking and sally port; 7 desks
Shift Commander	100 SF; 10 x 10	Adjacent to OIC
Public Lobby, Existing Building	200 SF; 10 x 20	Monitored by Records/Traffic Clerks
Records/Traffic/Clerks	400 SF; 20 x 20+	Adjacent to public lobby
FA License Processing	120 SF; 10 x 12	Off of public lobby
Public Toilets	250 SF	
Sub-Total	2,195 SF	
Booking/Holding/Officers – Main Floor Level		
Sally Port	900 SF; 28 x 29+	Two bays
Booking/Intake	385 SF; 16 x 24	Adjacent to Sally Port; easy access to OIC
Interrogation	100 SF; 8 x 12	
Attorney/Interview	100 SF; 8 x 12	
Decontamination	100 SF; 8 x 12	Shower, sink, toilet, washer/dryer
Men Detention	540 SF	4 cells
Women/Juv. Detention	540 SF	3 cells, plus matron
Lieutenants' Office	220 SF; 10 x 22	Shared by two
Prosecutor Office	150 SF; 10 x 15	
Training (Secure)	400 SF; 12 x 34	With operable partition
Storage/Spare Office Space	450 SF	
Sub-Total	3,885 SF	

Administration – Upper Floor		
Chief's Office	240 SF; 12 x 20	
Chief's secretary	190 SF; 12 x 16	
Conference Room	190 SF; 12 x 16	
Detectives' Office	410 SF; 12 x 34	Desks for 4
Evidence Suite	320 SF; 18 x 18	160 SF general; 80 SF guns; 80 SF narcotics; three levels of security
IT Room	150 SF	
E911 rooms	100 SF	
E911 Coordinator	150 SF; 10 x 15	
Expansion Office Space	320 SF	
Crime Lab	120 SF; 10 x 12	
Files/Storage	290 SF; 16 x 18	
Copy/Coffee Rm.	120 SF; 10 x 12	
Toilets	100 SF	
Sub-Total	2,700 SF	
Support		
Squad Room	870 SF; 23 x 38	Upper floor level, addition; Include Report Writing area
Armory	200 SF; 13 x15	Upper floor level, addition
Public Training/Community Room	800 SF; 19 x 42	Main floor level; Seating for 40 at tables, plus storage; Separable public access from station
Private Training Room	410 SF; 12 x 34	Main floor level; Dividable into two smaller rooms
Fitness	250 SF; 12 x 21	Upper floor level, addition
Men's Lockers	1,020 SF; 27 x 38	Upper floor level, addition; 46 lockers, showers, toilets
Women's Lockers	300 SF; 11 x 27	Upper floor level, addition ; 6 lockers, showers, toilets
Sub-Total	3,850 SF	
Miscellaneous Other		
Storage Garage	1,145 SF; 26 x 44	Existing
Evidence Garage	1,030 SF; 24 x 43	Three bays
HVAC & Sprinkler Rooms	700 SF	
Tel/Electric Rooms	150 SF	
Custodial/Storage	1,100 SF	
Sub-Total	4,125 SF	
Total Program Area	**16,755 SF**	
Circulation	5,645 SF	
Total Building Area	**22,400 SF**	