

June 27, 2017
West Tisbury Affordable Housing Committee
Minutes

Present: Larry Schubert, Mike Colaneri, Susan Feller, Glenn Hearn, Ted Jochsberger, Angela Prout and Vickie Thurber

Also Present: Rhonda Conley, several members of the public

Mike made a motion seconded by Glenn to accept the 6/13/17 minutes with the correction to the Huseby Meadows Development of 10 bedrooms per building. **VOTE 6 YES 0 NO 1 ABSTAIN**

NO INVOICES

ANNOUNCEMENTS AND CORRESPONDENCE

Housing Form: Ted stated that MA Representative Fernandes wishes to have a housing form in Sept. on the island to discuss Housing Bank. Fernandez is proposing a 1/2 % tax on homes sold for over 2 million. The tax would only be on the amount that exceeds 2 million. There is also talk about taxing Air B&Bs.

Ongoing Business

Scotts Grove Update: Larry read the Park and Recreation letter (see attached). It was noted that the letter did not address anyone and was not signed. ***Mike made a motion seconded by Ted to accept the letter but would like a signature on it from the Park and Recreation Chair.***

VOTE 7 YES

Larry read IHT Ex. Director Jordi's email (see attached). There was a short discussion of the Memo of Understanding (MOU) (see attached) also included with the email. It appears to be a straight forward MOU. ***Mike made a motion seconded by Vickie to recommend the MOU to the Selectmen.*** **VOTE 7 YES 0 NO**

Refinancing/Loans: Mike stated he had met with David Vigneault (DCRHA Director) and discussed the refinancing process. Mass Housing has put out a Handbook with a Refi Policy that Mike feels the committee may wish to use. He asked that Rhonda review and make changes to the form to accommodate West Tisbury and the committee review at their next meeting. He also suggested that a possible subcommittee be formed to review applications. This form was not discussed. The decision to accept or not equity lines of credit or other forms of loans that were not refinancing loans was discussed. Larry explained how a line of credit works. They are not a fixed interest rate until the money is removed from the bank. Each amount removed is fixed at the present rate at time of spent than the next amount is set at the rate when it is removed and so on. The members agreed this is not what they want as this could lead to families getting into financial trouble. It also makes it impossible to figure an amount of equity allowable when incorporating a varying interest rate. Rhonda is to make sure the website is updated with the new refinance information after the committee reviews and approves the forms.

Old Courthouse Rd. Town Property: A letter from the Study Committee to study the use of the property was given to the Selectmen. Larry explained to those present that the committee has just received the letter and has not had a chance to discuss affordable housing uses. Several public members voiced their view that it should be a single family dwelling.

Accessory Apartment Enforcement: Tabled for future meeting. Rhonda has not had time to discuss with Vigneault.

Huseby Meadows Development: Vickie stated she had spoken to several people about the project who did not have good things to tell. She stated with number of units being proposed there could be 40 cars a day on the road Cumming proposed to use which does not have access approval. The development does not have access permission except through Old Stage Coach Rd. Rhonda will speak with the other Boards involved with this property and bring her findings to the next meeting. Cumming has asked to be allowed to represent his plan as he felt he did not get to present the whole development idea. There was a

lengthy discussion on this with the committee deciding to have Rhonda send an email stating the AHC's busy schedule at present of items that need their immediate attention.

The letter of support was presented (see 6-13-17 minutes). **Mike made a motion seconded by Ted to send an edited version as discussed per Larry's approval of changes (see attached). VOTE 4 YES 1 NO 1 ABSTAIN 1 ABSENT**

Adjourned at 7:45 PM

The next AHC meeting will be July 11, 2017 at 6:30 PM in the 2nd floor conference rm. of Town Hall

The next AHT meeting will be July 25, 2017 at 7:15 PM in the 2nd floor conference rm. of Town Hall

Respectfully submitted by Rhonda Conley

ATTACHMENTS

Att.1



TOWN OF WEST TISBURY

PARKS AND RECREATION DEPARTMENT

West Tisbury MA 02575

June 7, 2017

The Parks and Recreation committee expect the development of the Scott's Grove project will not adversely affect the existing parking lot to the Gretchen Manter Memorial ball field. We understand there will be a new entry to the parking lot. The project manager has assured us there will be no water drainage into the parking lot. The developer will remove a portion of the existing asphalt entrance apron, to maintain access for foot and bicycle traffic. The developer will install road and aprons in accordance with best practice. The developer will not use the parking lot for any construction related purposes without the consent of the Park and Recreation committee. The developer will post and maintain signage that states the Parking lot is not to be used by construction related vehicles.

Att 2

From: Rhonda Conley <affordhouse@westtisbury-ma.gov>

Sent: Tuesday, June 27, 2017 4:57 PM

To: Pam Thors; 'Jennifer Rand'; Angela Prout; 'Glenn Hearn'; 'Larry Schubert'; 'mike colaneri '; Suan Feller; TJOCHSBERGER@aol.com; vickiescoot@gmail.com

Subject: FW: Scotts Grove Update

Attachments: clip_image002.png; att17070.htm; WT moa.docx; att27161.htm; Scott's Grove 6-23-17.pdf; att09661.htm

From: Philippe Jordi [mailto:pjordi@ihtmv.org]

Sent: Monday, June 26, 2017 5:31 PM

To: Rhonda Conley; Larry Schubert

Cc: Mike Colaneri; Derrill Bazzy

Subject: Scotts Grove Update

Larry & Rhonda,

I understand that you're meeting tomorrow night. I want to give you an update on our progress with Scotts Grove.

* Construction RFP - RFP for construction has been issued and can be viewed at: <http://www.ihtmv.org/rfps/>. The deadline has been changed to July 7th for general contractors to submit their bids. We had three off-island general contractors who attended the site visit and we know of a fourth on-island general contractor who should be submitting bids.

* Funding - A site visit was conducted by DHCD and MassHousing last week for a grant application we submitted. Funding awards will be announced by the middle or end of July. If we are unsuccessful in securing the state grant, I have spoken to Rockland Trust to increase their construction loan in order to show the Town that we have the necessary funding in place in order to enter into the ground lease.

* Zone 1 MOU - I have provided Jen Rand the attached draft MOU that the DEP requires that the IHT enter into with the Town regarding the Zone 1 well head protection area (150 feet in diameter) surrounding the public well. See attached draft MOU and site map showing the town owned land not ground leased to the IHT within the Zone 1. The IHT must enter into the similar MOU with the DCR for the State Forest land within the Zone 1.

* Ground Breaking - our goal is still to break ground in October and complete in the summer of 2018.

Please contact me if you have any questions.

Philippe

Philippe Jordi, Executive Director
Island Housing Trust
P.O. Box 779
West Tisbury, MA 02575
508.693.1117x1
pjordi@ihtmv.org
www.ihtmv.org

MEMORANDUM OF
AGREEMENT BY AND
BETWEEN

THE ISLAND HOUSING TRUST CORPORATION
AND THE

TOWN OF WEST TISBURY

FOR THE USE OF A PORTION OF TOWN LAND IN

WEST TISBURY, MA

PARTIES

The parties to this agreement are the Town of West Tisbury, with a principal place of business located at 1059 State Road, West Tisbury, Massachusetts 02575 (hereinafter "Town") and the Island Housing Trust Corporation, with a mailing address of P.O. Box 779, West Tisbury, Massachusetts (hereinafter "IHT").

AUTHORITY

The Town is acting pursuant to the authority set forth in G. L. c. _____, and all other powers enabling.

PURPOSE

The purpose of this agreement is to authorize the non-exclusive use by IHT of ____ +/- acres land of 565 Edgartown-West Tisbury Road property as shown on the attached plan (hereinafter the "Premises"), as part of its Zone 1 wellhead protection area for a new public water supply well on its adjacent property, in order to comply with Mass DEP policy 94-03a, Implementation of Zone I Requirements.

TERM

The term for the use authorized herein shall be for a period of fifty-one (51) consecutive years from the date of its execution, unless terminated earlier in accordance with the terms of this agreement. This Agreement may be renewed for an additional ten (10) year term at the sole discretion of the Town.

AGREEMENT

IHT hereby agrees that it shall:

1. Make use of the Premises in its current natural condition, and will only use said premises as required by DEP for wellhead protection.
2. IHT shall not install or build any structures or alter the Premises in any way, nor shall its use of the land interfere with Town's or the public's use of the Premises for resource conservation and passive recreational use.

The Town hereby agrees that:

1. Town authorizes IHT to utilize the land as described above under DEP regulations.
2. Town has no present intention to allow or engage in any activities or land uses that are inconsistent with the use of the land as a public drinking water supply or pose a threat to water quality. If Town develops the intention to engage in activities or land uses inconsistent with the use of the land as a public drinking water supply or pose a threat to water quality, Town shall notify IHT and MassDEP of its intentions within 30 days prior to engaging in said activities. MassDEP has determined that recreational use on the portion of the Zone 1 owned by Town are consistent with water supply protection.

COMPLIANCE WITH LAWS

IHT hereby agrees to comply with and conform to all laws, rules, regulations, and policies of the Town and those of all other applicable state, federal, and local agencies.

NON-TRANSFERABLE

This agreement is not transferable and no privilege contained herein may be assigned,

delegated, or sublet to any other person, entity, or organization. This Agreement shall not be recorded in the Registry of Deeds or registered as the Agreement does not constitute either a transfer or disposition of any interest in land or a tenancy or estate in land, or a change in use of the land from the purposes for which it was acquired. IHT shall notify any prospective purchaser of the property served by the well of the existence of this agreement and that it cannot be transferred.

NON-EXCLUSIVITY

IHT's use of the Premises is not exclusive. IHT may only use the Premises for the purposes authorized herein and shall be subject to the rules, regulations, and policies of the Town and of the Commonwealth.

INDEMNIFICATION

IHT shall indemnify, defend, and hold harmless the Town, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, or other damages that the Town may sustain which arise out of or in connection with the its performance under the agreement, including but not limited to the negligence, reckless or intentional conduct of IHT, its agents, officers, employees or subcontractors, unless such claim arises solely from the negligence of the Town, its employees, agents, or contractors. IHT shall at no time be considered an agent or representative of the Town. The Town shall not be liable for any costs incurred by the IHT arising under this paragraph.

TERMINATION

Town may terminate the agreement at any time, without cause and without recourse, in its sole discretion and convenience with forty five (45) calendar days prior written notice

any nature arising from or in connection with this agreement, including without limitation either the termination or failure to renew this agreement. IHT may terminate the agreement to IHT and MassDEP. Town shall not be liable for any costs, expenses, loss or damages of at will or for cause or for any reason given at law or pursuant to any term or condition of this agreement with thirty (30) days prior written notice to Town.

IHT hereby acknowledges the awarded agreement is a license and the Town reserves the right to revoke, terminate or not renew said license at Town's sole discretion.

MODIFICATIONS

The terms of this agreement may not be modified, except by written agreement signed by both parties.

SEVERABILITY

If any part of this agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

MERGER CLAUSE

The provisions of this agreement and any attachments shall collectively constitute the

agreement between the parties for the use of the Premises. Any prior or contemporaneous oral or written statements that alter, contradict, or are in addition to the terms of this agreement or any attachments are inadmissible.

WAIVER

No waiver by either party at any time of the terms, conditions or covenants of this agreement shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein, or of the strict and prompt performance thereof.

NOTICE

All notices provided pertaining to this agreement shall be sent in writing, by hand-delivery or postal mail, to the following representatives of the parties:

Town of West Tisbury

Attn: Board of Selectmen and Affordable Housing Committee

P.O. Box 278

West Tisbury, MA 02575

Island Housing Trust Corporation

P.O. Box 779

West Tisbury, MA 02575

MassDEP

Drinking Water Section Chief MassDEP Western Region

436 Dwight Street, Fourth Floor Springfield, MA 01103

SIGNATORIES

The parties herein have read the foregoing conditions and provisions and hereby voluntarily and cognizantly approve of and agree to these terms.

Witness our hands and seals this ____ day of _____, 2017.

Island Housing Trust Corporation

By: _____

Philippe Jordi, Executive Director

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss

On this ____ day of ____, 200__, before me, the undersigned notary public, personally appeared Philippe Jordi, Executive Director of Island Housing Trust Corporation, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My commission expires:

Town of West Tisbury

By its Board of Selectmen:

Kent Healy

Cynthia E. Mitchell

J. Skipper Manter

COMMONWEALTH OF MASSACHUSETTS

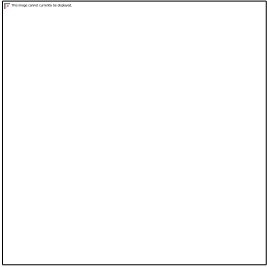
Dukes, ss.

On this day of , 2017, before me, the undersigned notary

public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License/personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Board of Selectmen.

Notary Public

My commission expires:_____



Att.3

TOWN OF WEST TISBURY
AFFORDABLE HOUSING COMMITTEE
P. O. Box 278
West Tisbury MA 02575-0278
508-696-0102
affordhouse@westtisbury-ma.gov

William Cumming

Dear Mr. Cumming:

The West Tisbury Affordable Housing Committee wish to thank you for your Work Force Housing Development information and materials for review. The committee wishes to state their support of the concept. We urge you to proceed through the process on the project and keep us informed of your progress.

Sincerely,

Larry Schubert, Chair

West Tisbury Affordable Housing Committee

