

**Feb. 28, 2017**  
**West Tisbury Affordable Housing Committee**  
**Minutes**

**Present:** Larry Schubert, Glenn Hearn, Ted Jochsberger and Vickie Thurber  
**Absent with Regrets:** Mike Colaneri, Susan Feller and Angela Prout  
**Also Present:** Rhonda Conley, Richard Knabel and Cynthia Mitchell

Ted made a motion seconded by Glenn to accept the 2/14/17 minutes as written.

**VOTE 2 YES 0 NO 2 ABSTAIN**

**INVOICES**

**Legal Fees:** Rhonda presented town counsel invoice for \$917.25. The breakdown was \$296.00 for the Fire Station Lot (Scotts Grove), \$235.00 for the School Lot and \$386.25 for the Lambert's Cove Property.  
**Ted made a motion seconded by Glenn to recommend to the Affordable Housing Trust to pay Reynolds, Rappaport, Kaplan and Hackney invoice for \$917.25. VOTE 4 YES 0 NO**

**ANNOUNCEMENTS AND CORRESPONDENCE**

**Conference:** Rhonda told the members there is a Municipal Trust educational meeting coming up. She stated that it was a subject she had already covered when she attended a previous meeting.

**Letters:** Rhonda composed the letter to the Fire Chief about the water tank (see attached). **Ted made a motion seconded by Vickie to send the letter as written. VOTE 4 YES 0 NO**

Ted composed a letter completed by Rhonda to the Land Bank (see attached). **Ted made a motion seconded by Vickie to send the letter to the Land Bank. VOTE 4 YES 0 NO**

**Town Meeting:** Larry will speak at town meeting on the water tank.

**NEW BUSINESS**

**Housing Bank:** Ted led a discussion about the creation of a Housing Bank. He stated that the State Representative Fernandez is interested in the possibility. Fernandez is presently sponsoring a Home Rule Bill for a housing bank on Nantucket. It is stalled in legislature. Ted said Realtors do not support it. Larry suggested that we lobby overtime to get the Land Bank to give up 0.5%. Glenn stated the Land Bank would not do that. He believes they would support a 0.5% Housing Bank and would manage it. Larry asked Glenn how the Land Bank is made up. Glenn said there are 6 representatives and a director which makes the decisions. Rhonda will look up Land Bank rules and composition.

**Accessory Apartment:** Rhonda informed the members that the Planning Board is meeting Mar. 20th at 6 PM to discuss changing the accessory apartment by-law. The change is to 4.4-3 A. #1. The new reading would be "The lot, dwelling and apartment shall be in single ownership" (rest of sentence deleted). It also will also allow the rental of both units, the principal and accessory.

**ONGOING BUSINESS**

**Fire Station Lot:** Rhonda explained to the committee she had reviewed the ground lease in the 1st draft and sent her questions and comments to Isabelle Lew (see attached). These changes were made and questions answered. Rhonda stated she has found a few typos and will report these to Lew (see attached). Larry stated that it should go to Philippe Jordi and Town Selectmen for their review and comments. **Vickie made a motion seconded by Ted to accept the ground lease as amended and send to Jordi and selectmen for their reviews. VOTE 4 YES 0 NO**

Rhonda stated that the other documents, Tenant Selection, Management Agreement and application were standard and she didn't see any needed changes.

**Lambert's Cove Property:** Larry asked Rhonda to get a large Assessor's map of the property to start discussion of a plan.

**Housing Production Plan:** Ted led a short discussion on the report he submitted. Members believe there are some strategies that can be pursued with changes to the by-laws.

**Housing Application:** Rhonda handed out the ownership housing application she revised. The members will look over and get back to her with comments.

Adjourned at 7:45PM

**The next meeting will be Tues. Mar. 14, 2017 at 6:30 PM in the 2nd floor Town Hall conference rm.**

**The next AHT meeting will be Mar. 28, 2017 at 7:15 PM in the 2nd floor conference rm. Town Hall.**

Respectfully submitted by Rhonda Conley

#### ATTACHMENTS



#### TOWN OF WEST TISBURY

AFFORDABLE HOUSING COMMITTEE

P. O. Box 278

West Tisbury MA 02575-0278

508-696-0102

[affordhouse@westtisbury-ma.gov](mailto:affordhouse@westtisbury-ma.gov)

Feb. 28, 2017  
Manuel Estrella  
Fire Chief of West Tisbury  
452 State Rd.  
West Tisbury, MA 02575

Dear Fire Chief Estrella:

This letter is in reference to the development at 565 Edgartown-West Tisbury Rd. The Affordable Housing Committee and the Island Housing Trust are aware of the requirement of a new water tank installment at the Fire Station at 565 Edgartown-West Tisbury Rd. as a condition of the project moving forward. The understanding is that the project may continue to progress and move forward with building of the development as long as the buildings remain unoccupied. Both parties are under agreement that until the water tank requirement is fulfilled there shall be no occupancy of buildings of the project.

Sincerely,

Larry Schubert, Chair  
West Tisbury Affordable Housing Committee



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

Martha's Vineyard Land Bank Commission  
Executive Director James Lengyel  
167 Main Street  
Post Office Box 2057  
Edgartown, Massachusetts 02539

To Executive Director James Lengyel:

I am writing on behalf of West Tisbury Affordable Housing Committee. As you must know there is a critical shortage of affordable housing not only in West Tisbury, but also Island wide.

Our committee is charged with finding suitable properties on which to build appropriate accommodations for residents meeting income requirements as established by the Dept. of Housing and Urban Development (HUD).

We are aware of the Land Bank's policy of setting aside a portion of the purchased land (with the acquiescence of the seller) for affordable housing (Adopted by vote of the Land Bank Commission November 20, 1989, amended through October 27, 2009). It is our understanding that in these cases the Commission will confer with Dukes County Regional Housing Authority (DCRHA) or other groups interested in affordable housing as to designating land for this purpose (Policy no. 2.3).

While we realize that the Commission is under no obligation to do so, we would implore you to keep our committee informed whenever such an opportunity arises. As you are no doubt aware, the Affordable Housing Committee has a close working relationship with DCRHA and with Island Housing Trust and such information would facilitate affordable housing projects.

Thank you for your attention.

Larry Schubert, Chair  
West Tisbury Affordable Housing Committee

-----Original Message-----

From: Isabelle Lew <ilew@rrklaw.net>  
To: 'Rhonda Conley' <affordhouse@westtisbury-ma.gov>  
Cc: 'Cynthia Wansiewicz' <cwansiewicz@rrklaw.net>  
Date: Tue, 21 Feb 2017 10:39:00 -0500  
Subject: RE: ground lease

Rhonda,

Please find attached a proposed draft of the Ground Lease. There are a few comments inserted into the document for your attention. See responses to your comments below in red:

1. 2.1: Will need to get this number of acreage/footage from Derrill or surveyors. Left the acreage blank in the draft; we can add this detail once we determine exact location/portion of lot that will be leased to IHT.
2. 4.1: 3rd line "plus an amount..." should be removed. Removed; revised to one payment of \$1 at beginning of the term.
3. 5.1: Should say something like nine units (3-3 bdrm., 3-2 bdrm., 3-1 bdrm. with 1 being ADA) within 5 buildings. Added details to match RFP and Disposition Agreement
4. 7.1: At no point will the Lessor, the town, be the Managing Agent. This will need to be changed to whomever. Removed - per my comment, need to decide if the town would like to approve the managing agent selection
5. 11.1: Should the Lessor (town) let this first sentence stay as is? Which the way I read says the town has no right to condition the sell. Ok as is; this reads that the town cannot unreasonably condition the sell; this is standard language.
6. As the full road will be part of the ground lease there needs to be an easement for the town and public to use to access the ballfield and the land in front of leased land. Not sure whether this can be incorporated into ground lease or has to be a separate item.  
See added clause 2.3
7. 17.1(c): I do not believe there is a Project Schedule.  
Removed mention of this
8. 20.1: Do we or do we not record ground lease? Is there a benefit to recording?  
We will record a notice of the lease instead of the actual lease; the costs are the same, the benefit of recording the notice as opposed to the lease itself is that the parties do not disclose every detail of the agreement to the public
9. Exhibits: Will all these include the RFP building requirements (outline specifications), design, survey, easement and the LIP?  
We will include as exhibits the plan, tenant selection criteria, apt lease, and management agreement; if you wish, we can include plans and specs  
We have not reviewed again the Tenant Selection Criteria, Lease Agreement, and Management Agreement. Please let us know if you would like us to review these in detail.

Thanks, Isabelle

## GROUND LEASE

### 1. PARTIES

1.1 The **Town of West Tisbury**, acting by and through the Board of Selectmen, a municipal corporation, having a principal place of business at 1059 State Road, West Tisbury, Massachusetts and a mailing address of P.O. Box 278, West Tisbury, Massachusetts 02575, the LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to the **Island Housing Trust Corporation**, a Massachusetts not-for-profit corporation having a principal place of business at 346 State Road, Vineyard Haven, Massachusetts and a mailing address of P.O. Box 779, West Tisbury, Massachusetts 02575, the LESSEE, which expression shall include its successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

### 2. LAND

2.1 The land containing approximately [redacted] acres, located at 565 Edgartown Road, Assessor's Parcel 31-36, together with any improvements presently thereon, as more particularly shown on a plan entitled "Proposed Site Plan of Lan in West Tisbury, Mass. Prepared for Town of West Tisbury Scale 1' = 40' March 30, 2015 Vineyard Land Surveying & Engineering, Inc." (the "Plan"), attached hereto as EXHIBIT A and made part hereof, together with the right to use in common, with others entitled thereto, any driveway necessary for access to said premises (the "Leased Premises"). For LESSOR's title, see Dukes County Probate Court Docket No. D5/2594. The Leased Premises is a probate of the land shown on a plan recorded in Plan Book 17, Page 133.

2.2 LESSEE acknowledges that it is leasing the Leased Premises and agreeing to commence, prosecute and complete the Buildings (as defined in Section 5 below), having already completed a full and complete examination of the Leased Premises, including, without limitation, any encumbrances, subsurface conditions, existing structures thereon, the presence of any asbestos or other Hazardous Materials (as defined in Section 25 below) located on, in or under the Leased Premises or within such structures, legal title thereto, their present uses and non-uses, and laws, ordinances, and regulations affecting the same, and LESSEE accepts the Leased Premises and their appurtenances in the same condition in which they or any part thereof now are, and except as otherwise expressly provided in this Ground Lease, LESSEE assumes all risks in connection therewith, in each case without any representation or warranty, express or implied, in fact or by law, on the part of LESSOR, and without recourse to LESSOR. Except as expressly provided herein, LESSOR has no obligation to make any improvements to or otherwise perform any work with respect to the Leased Premises.

2.3 The LESSOR reserves an easement over the gravel drive as shown on the Plan to pass and repass and for all purposes for which public roads are used in the Town of West Tisbury.

**Comment [IL1]:** Will leave this blank until you determine has been decided the exact location/portion of the land that will be the Leased Premises.

### 3. TERM

3.1 Subject to the termination provisions hereof, term of this Lease shall commence on the date hereof, and continue thereafter for a period of fifty-one (51) years (the "Initial Term"); provided that, unless LESSEE notifies LESSOR of LESSEE's intention to terminate this Ground Lease as of the end of the then-present term, this Ground Lease shall be extended for an extension term of ten (10) years and, unless similar cancellation notice is given by LESSEE within six (6) months of the expiration of that or any successive extension term provided for herein, LESSEE shall be deemed to have extended the term for three (3) additional terms of ten (10) years each and a further extension term of eight (8) years (each of the foregoing extension terms being referred to as the "Extension Terms" and, together with the Initial Term, the "Term"). Each successive Extension Term shall be on the same terms and conditions as the Initial Term, and no further instrument shall be necessary to effectuate or evidence the granting of the leasehold interest hereunder for such Extension Term.

LESSEE shall be entitled to full and exclusive possession of the Leased Premises on the first day of the Term and LESSOR shall deliver such possession to LESSEE on such date; LESSEE shall yield possession of the Leased Premises to LESSOR on the last day of the Term free and clear of all encumbrances, except those in existence on the date hereof, or otherwise consented to in writing by LESSOR; provided, however, that tenants who have rented an apartment on the Leased Premises in accordance with Section 6 hereof shall be deemed approved by LESSOR.

### 4. RENT

4.1 Base rent for the Leased Premises shall equal One Dollar and 00/100 (\$1.00) payable at the commencement of the Term.

4.2 The LESSEE covenants and agrees to pay or cause be paid, as additional rent, without notice or demand and without set-off, abatement, suspension or deduction, the following:

4.2.1 all real estate and personal property taxes or, if the Leased Premises is not separately assessed, its pro rata share of such real estate taxes,

4.2.2 all water, septic, electricity, light, gas, oil, heat, power, telephone and other utility charges, costs, or fees for service used, rendered or supplied to the Leased Premises and which are not the responsibility of the tenants thereof or, if any of such services are not separately metered or are otherwise shared, its pro rata share of such charges, costs or fees;

4.2.3 all insurance, maintenance, repairs, and all other operating expenses of the Leased Premises;

4.2.4 its pro rata share of the costs of any common landscaping and repaving, grading and repairs to and snow removal from any common driveways or parking areas;

4.2.5 all amounts, liabilities, and obligations which the LESSEE expressly assumes or agrees to pay or discharge pursuant to this Ground Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof, provided, however, that the LESSEE shall not be liable for any payment or portion thereof which the LESSOR is obligated to pay hereunder and which payment the LESSOR has failed to make when due (nor for any fine, penalty, interest and/or cost associated with any such late payment by LESSOR);

4.2.6 all other costs or expenses of ownership which are due and payable during the term of this Ground Lease at any time imposed or levied against the Leased Premises. Other than as expressly set forth in this Ground Lease, and except for the LESSOR's own costs and attorneys' fees, all costs, liabilities, charges or other deductions whatsoever with respect to the Leased Premises and the construction, ownership, operation, maintenance and repair of the improvements therein shall be the sole responsibility of the LESSEE (except to the extent the same relate to the gross negligence or misconduct of LESSOR or any of its employees, agents or any other person or party under LESSOR's direction and control).

4.2.7 notwithstanding anything to the contrary contained herein, the LESSEE may withhold payments of taxes or any other charges or impositions described above, if and so long as the LESSEE is pursuing an abatement or otherwise challenging the validity of the same, so long as the LESSEE shall have taken all actions reasonably necessary to protect the Leased Premises from attachment or other lien in connection therewith.

## 5. CONSTRUCTION

5.1 The LESSEE shall construct nine-units within five buildings and associated improvements on the Leased Premises (the "Buildings") in accordance with the LESSEE's response to the Request For Proposals, issued by the LESSOR (as the same may be modified from time to time by written agreement of the LESSOR and LESSEE) and the Land Disposition Agreement between LESSOR and LESSEE dated December 14, 2016 (the "Disposition Agreement"). The Buildings shall include three 3-bedroom units, three 2-bedroom units and three 1-bedroom units. The maximum total number of bedrooms is eighteen (18) and there shall be no more than seven (7) buildings total. One of the 1-bedroom units must adhere to ADA standards. All of the ground floor living space in all units must meet visibility standards, including exterior walkways. The site plan must include eighteen (18) parking spaces, including two (2) handicapped spaces. The LESSEE further agrees to improve the Ball field parking to approximately 30 designated spaces.

LESSEE is responsible for securing all permits and necessary zoning relief. All construction and permitting costs shall be borne and paid for by LESSEE; all construction shall be performed in a workmanlike manner and shall comply with all applicable laws and regulations; all construction shall be consistent with permitted uses. Construction shall commence no later than sixty (60) days after the execution of this Ground Lease, unless extended by written mutual agreement of the parties. Construction shall be completed in accordance with the Request for Proposal and the Disposition Agreement. The Buildings shall be considered as part of the "Leased Premises" and will remain the property of the LESSEE until the expiration of the Term.

This Lease is intended to convey to LESSEE all the burdens and benefits of ownership and to cause LESSEE to be treated as the owner of the Leased Premises for federal and state income tax purposes. The parties agree to treat this Lease in a manner consistent with this intention, including filing all federal income tax returns and other reports consistently with such treatment. LESSOR will not claim tax credits, depreciation or any other federal or state income tax benefits with respect to the Leased Premises, or take any action which is inconsistent with this provision. Upon the expiration or earlier termination of this Ground Lease, title to all improvements comprising the Leased Premises shall immediately vest in LESSOR.

6. USE OF LEASED  
PREMISES

6.1 The LESSEE shall use the Leased Premises solely for affordable year-round rental housing for persons or households with incomes at or below eighty percent (80%) of the Area Median Income (AMI) as established by the U.S. Department of Housing & Development ("HUD") for Dukes County, Massachusetts, with maximum rents not to exceed [seventy-five (75%)] of median rents for the areas as established by HUD, and selected according to tenant selection criteria approved by LESSOR under residential leases in form approved by the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR has approved the Tenant Selection Criteria attached hereto and made a part hereof as EXHIBIT B and the form of Apartment Lease attached hereto as EXHIBIT C and made a part hereof (as the same may be amended by mutual agreement of the parties from time to time). All household selection and rental maintenance costs shall be borne and paid for by LESSEE. The Leased Premises shall be rented no later than two (2) years after building permits have been issued, unless extended by written mutual agreement of the parties. It is expected that the LESSEE or its agent shall find eligible tenants within thirty (30) days from completion of construction of the Buildings. If the LESSEE or its agent fails to find eligible tenants within thirty (30) days from the date of said construction completion, then the LESSEE shall meet with the West Tisbury Affordable Housing Committee and shall conduct such additional outreach or marketing efforts as shall be determined by said committee.

Comment [IL2]: Is this the correct %?

7. MANAGING

7.1 The LESSEE shall select a managing agent for the Leased Premises (the

AGENT, “Managing Agent”), which shall conduct the tenant selection process, and shall operate and MAINTENANCE maintain the Leased Premises as LESSEE’s agent. The Managing Agent shall act in accordance with a management agreement substantially in the form of the Management Agreement attached hereto as EXHIBIT D and made a part hereof.

**Comment [IL3]:** Does AHC want right of reasonable approval of managing agent?

7.2 The LESSEE agrees to maintain the Leased Premises in good condition, subject to reasonable wear and tear and casualty, but subject to LESSEE’s obligations under Paragraph 18 hereunder. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The LESSEE shall obtain the written consent of the LESSOR before erecting any sign on the Leased Premises which consent shall not be unreasonably withheld. LESSEE acknowledges that LESSOR has no obligations to maintain or make any repairs to the Leased Premises.

8. PERMITTED MORTGAGE(S) 8.1 The LESSEE may mortgage, pledge, or encumber the Leased Premises or any portion thereof or interest therein only (1) with the prior written consent of the LESSOR; and (2) pursuant to one or more Permitted Mortgages. A “Permitted Mortgage” shall be a mortgage which:

8.1.1 runs in favor of either (1) a so-called institutional lender such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), or (2) a community loan fund, or similar non-profit lender to housing projects for low and moderate income persons;

8.1.2 provides, among other things, that in the event of a default in any of the mortgagor’s obligations thereunder, the holder of the Permitted Mortgage shall notify the LESSOR of such default and the LESSOR shall have the right (but not the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor’s name and on the mortgagor’s behalf, provided that current payments due the holder during such 120 day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within that time, to accelerate the note secured by such Permitted Mortgage or to commence to foreclose under the Permitted Mortgage on account of such default;

8.1.3 provides that if the holder intends to accelerate the note secured by such Permitted Mortgage or initiate foreclosure proceedings under the Permitted Mortgage, all in accordance with this Section 8.1, the holder shall first notify the LESSOR in writing of its intention to so do (which notice may be delivered simultaneously with the notice of default described above) and the LESSOR shall have the right, but not the obligation, upon notifying the

holder within thirty (30) days of receipt of said notice from said holder, to pay off the indebtedness secured by the Permitted Mortgage and to acquire the security therefor; and

8.1.4 provides that such holder shall use reasonable efforts to sell the security of such Permitted Mortgage pursuant to any sale after or in lieu of foreclosure to a purchaser or purchasers who is/are a public or non-profit entity whose constituency or beneficiary includes low or moderate income residents of Martha's Vineyard. A holder shall be deemed to have made such reasonable efforts if, prior to any foreclosure by such holder (or transfer in lieu of foreclosure), it shall have circulated information regarding the availability of the property for purchase to at least three (3) of the following (in any combination): (i) public or non-profit entities whose constituency or beneficiary includes low or moderate-income residents of Martha's Vineyard, and/or (ii) venues where such information is likely to be seen by such public or non-profit entities as support low or moderate income housing (including, by way of example, one or more local newspapers or magazines of general circulation in the area, or any other publication whose readership has a connection with low or moderate income housing on Martha's Vineyard).

8.1.5 the Town chooses to consent to, and in so doing shall designate such mortgage and/or security interest as a "Permitted Mortgage."

8.2 The LESSEE shall furnish to the LESSOR copies of each document and instrument to be executed in connection with the transaction represented by a proposed Permitted Mortgage, and shall obtain LESSOR's consent thereto. LESSOR shall not unreasonably withhold, condition or delay such consent (subject always to the conditions set forth herein). Notwithstanding anything to the contrary contained herein, the LESSOR shall be required to consent to such mortgage only if:

8.2.1 the mortgage so submitted is a Permitted Mortgage as defined by the provisions hereof;

8.2.2 at the time of such submission and at the time proposed by the LESSEE for the execution of such documents, no default is then outstanding that remains incurred after any applicable notice and/or cure period;

8.2.3 such Permitted Mortgage and related documentation shall contain provisions to the effect that the holder of the Permitted Mortgage (a "Permitted Mortgagee") shall not look to the LESSOR or the LESSOR's interest in the Leased Premises, but will look solely to the LESSEE, the leasehold estate created hereby, or such other buildings and improvements which may from time to time exist on the

Leased Premises, for the payment of the debt secured thereby or any part thereof;

8.3 Any Permitted Mortgagee shall, without requirement of consent by the LESSOR, have the right, but not the obligation, to:

8.3.1 cure any default under this Ground Lease, and perform any obligation required hereunder, such cure or performance by a Permitted Mortgagee being effective as if the same had been undertaken and performed by the LESSEE;

8.3.2 acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to the LESSEE by this Ground Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and

8.3.3 rely upon and enforce any provisions of this Ground Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

9. COMPLIANCE  
or in the  
WITH LAWS

9.1 The LESSEE acknowledges that no trade or occupation shall be conducted on Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the Town of West Tisbury, Massachusetts, or any agreement by the LESSEE with or any Permitted Mortgagee.

10. APPROVAL OF  
PLANS  
ALTERATIONS  
ADDITIONS

10.1 The LESSEE may select the initial design of and make structural alterations or additions to the Buildings on the Leases Premises provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All such allowed designs shall be at the LESSEE's expense. The LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR. The LESSOR hereby acknowledges its approval of the plans and specifications, if any, listed on EXHIBIT E (Plans and Specifications) attached hereto and made a part hereof. The Buildings on the Leased Premises and any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the end of the Term or other termination of occupancy as provided herein.

**Comment [IL4]:** Does this exist - would you like to include?

11. ASSIGNMENT,

11.1 The LESSEE shall not sell, assign, or sublet the whole or any part of the Leased

SUBLEASING  
unreasonably

Premises without the LESSOR's prior written consent which shall not be withheld, conditioned or delayed. The foregoing consent requirement shall not apply to tenant leases entered into in compliance with Section 6 hereof. The LESSOR may convey its fee simple interest in the Leased Premises to another entity or person, subject to this Lease and the rights of any Permitted Mortgagee. In both cases, each party will give the other party written notice of the assignment. In the event LESSEE assigns its interest, LESSEE shall furnish LESSOR with an executed copy of the instrument of assignment and with an agreement in proper form for recording, executed by the assignee, in which the assignee assumes and agrees to observe and perform all the covenants, conditions and agreements in the Lease to be observed or performed on the part of the LESSEE; [the grant of a mortgage to a Permitted Mortgagee shall not be deemed an assignment for purposes of this sentence.](#)

12. INSURANCE

12.1 The LESSEE shall take out and maintain throughout the term the following insurance protecting the LESSEE and the LESSOR, in such forms as shall be reasonably acceptable to LESSOR:

12.1.1 all-risk insurance, with endorsement for extended coverage, debris removal and demolition, in an amount at least equal to the replacement cost of the Buildings on the Leased Premises or when alterations or additions have been made.

12.1.2 comprehensive liability insurance indemnifying the LESSOR and the LESSEE against all claims and demands for any injury to person or property which may be claimed to have occurred on the Leased Premises or on the sidewalk or ways adjoining the Leased Premises, and workmen's compensation insurance at statutory limits covering all of the LESSEE's employees working on the Leased Premises.

12.1.3 insurance against loss or damage from sprinklers and from leakage or explosion or cracking of boilers, pipes carrying steam or water, or both, pressure vessels or similar apparatus, in the so-called "broad form".

12.1.4 during the course of making any improvements to the Leased Premises, builder's risk coverages adequate to insure the cost of such improvements.

13. QUIET

13.1 Provided that LESSEE complies with the terms hereof, LESSOR covenants

ENJOYMENT with LESSEE that during the term hereof, LESSEE shall and may peaceably and quietly have, hold and enjoy the Leased Premises without any manner of hindrance or molestation, LESSEE paying the rent reserved and performing the agreements and conditions on its part to be performed and observed.

14. LESSOR'S ACCESS 14.1 The LESSOR or agents of the LESSOR may, at reasonable times enter to view the Leased Premises, to take any action as is necessary or appropriate to comply with applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions and orders and requirements of public authorities and to exercise any right reserved to LESSOR hereunder, but shall not enter into any space leased to and occupied by a tenant, except in accordance with the express terms of such lease.
15. INDEMNIFICATION AND LIABILITY 15.1 The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the Buildings or from the driveway or the sidewalks bordering upon the Leased Premises, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect or misconduct of, or is otherwise due to any action or inaction of the LESSOR its agent(s) or employee(s), or any other person or party acting under the LESSOR's direction and control. The removal of snow and ice from the driveway and the sidewalks bordering upon the Leased Premises shall be the LESSEE's responsibility. To the maximum extent permitted by law, LESSEE shall indemnify, hold harmless and defend the LESSOR, its agents and employees from and against all claims, actions, losses, costs and expenses (including attorneys' and other professional fees), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages, or fines paid, incurred or suffered by any third parties to the extent arising directly or indirectly from (a) any material default by the LESSEE under the terms of this Lease that remains uncured after the lapse of any applicable notice or cure period, (b) the use or occupancy of the Leased Premises by the LESSEE or any person claiming through or under the LESSEE, and/or (c) any acts or omissions of the LESSEE or any contractor, agent, employee, invitee or licensee of the LESSEE in or about the Leased Premises. To the maximum extent permitted by law, the LESSEE shall occupy and use the Leased Premises at the LESSEE's own risk.
16. NOTICE 16.1 All notices, demands and requests which are required to be given by the LESSOR or the LESSEE, shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid, or by FedEx or other recognized overnight business courier service, and addressed to:

To LESSOR:  
Town of West Tisbury  
Attn: Board of Selectmen and Affordable Housing Committee  
P.O. Box 278  
West Tisbury, MA 02575

To LESSEE:

Island Housing Trust Corporation  
P.O. Box 779  
West Tisbury, MA 02575  
With a copy in the case of notice to the Town  
to: Ronald H. Rappaport, Town Counsel  
Reynolds, Rappaport, Kaplan & Hackney  
P.O. Box 2540  
Edgartown, MA 02539

Notice shall be deemed given upon receipt if delivered by hand, three (3) days after deposit with the U.S. Postal Service if sent by registered or certified mail, and one (1) day after deposit with the overnight courier given by FedEx or other overnight courier service.

17. DEFAULT

17.1 The following shall be events of default hereunder:

- (a) the LESSEE shall default in the payment of any installment of base rent or additional rent or other sum herein specified and such default shall continue for ten (10) days after its receipt of written notice thereof; or
- (b) the LESSEE shall fail to maintain any insurance required hereunder; or
- (c) if LESSEE fails to proceed with construction of the Buildings in accordance with the Ground Lease, Request for Proposal, Lessee's Response to the Request for Proposal, and the Disposition Agreement (excluding delays caused by strikes, unavailability of materials, or other conditions beyond the control of LESSEE), or
- (d) the LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof (unless such default, by its nature or other applicable circumstances, cannot reasonably be cured within such thirty-day period, in which event the LESSEE shall not be deemed to be in default hereunder so long as the LESSEE commences to cure such default as soon as is reasonably possible, in light of the applicable circumstances, and thereafter pursues such cure with all reasonable diligence to completion); or
- (e) the LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the LESSEE's property for the benefit of creditors and the same is not dismissed within 120 days, or
- (f) the LESSEE shall vacate or abandon all or any portion of the Leased Premises (but the LESSEE shall in no event be deemed to have vacated or abandoned any part of the Leased Premises if one or more apartments available for rent is temporarily vacant, so long as the LESSEE is making reasonable efforts to lease the same to an appropriate tenant):

17.2 If there shall be an event of default by LESSEE hereunder, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any paragraph of this Ground Lease, and such default remains uncured after the lapse of any applicable notice or cure period, then, subject in all respects to the rights of any Permitted Mortgagee, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may (i) remedy such default for the account and at the expense of the

LESSEE; (ii) commence an action for specific performance, or other legal or equitable remedies; and/or (iii) re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

17.3 If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, (and, if not paid within fifteen (15) days after receipt of a written invoice, with interest at the rate of five per cent (5%) per annum and costs), shall be paid to the LESSOR by the LESSEE as additional rent. Any development fee due and payable to LESSEE shall be subordinate to any amounts due and payable to LESSOR hereunder.

17.4 The LESSEE shall indemnify the LESSOR against all loss of rent and other payments payable by the LESSEE hereunder which the LESSOR may incur by reason of such termination during the residue of the term but shall in no event be responsible for special, indirect, consequential or punitive damages.

18. FIRE,

18.1 Should a major portion of the Buildings be substantially damaged by fire or other casualty, or should the Leased Premises be taken by eminent domain, subject in all events to the rights of any Permitted Mortgagee, the LESSOR may elect to terminate this Ground Lease. In the event of any fire, casualty, or taking, regardless of the availability of insurance proceeds sufficient to rebuild the Buildings, the LESSEE shall restore the Leased Premises to a condition substantially suitable for their intended use within a reasonable period as mutually determined by LESSOR and LESSEE. If the LESSEE fails to restore the Leased Premises to a condition substantially suitable for their intended use within a reasonable period as mutually determined by LESSOR and LESSEE, in light of the specific circumstances of any such event, the LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Buildings, and/or the LESSEE's fixtures, property, or equipment. In the event of any taking by eminent domain, LESSOR and LESSEE shall each be entitled to a portion of the award based on the fair market value of their respective interests in the Leased Premises.

19. SURRENDER

19.1 LESSEE shall at the expiration or other termination of this Ground Lease remove all its personal goods and effects from the Leased Premises including all placards and signs either inside or outside the Leased Premises. The LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at on commencement date of this Ground Lease, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty excepted.

19.2 In the event of the LESSEE's failure to remove any of the LESSEE's property from the Leased Premises, the LESSOR is hereby authorized, without liability to the LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of such property at the LESSEE's expense, or to retain the same under the LESSOR's control, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19.3 Notwithstanding the foregoing, the parties expressly acknowledge and agree that the LESSEE shall have no obligation to undertake any work in the nature of a capital expenditure and/or repair to the Buildings unless, at the time of undertaking such work, (i) the work is of a nature that a reasonably prudent owner of the Buildings would not defer; and (ii) the costs thereof, if amortized in accordance with generally accepted accounting principles, would be fully amortized within the remaining period of the then-current term; provided, however, that the LESSEE shall have an obligation at all times to maintain the Buildings in compliance with all applicable fire and safety codes. The parties acknowledge that this Ground Lease is for a term of up to 99 years (including extensions), and agree that if, during the Term, it is reasonable for the LESSEE to demolish and/or replace or renovate all or any portion of the original Buildings, the LESSEE's obligations under this Section 19 shall apply only with respect to the improvements existing on the Leased Premises at the time of the expiration or other termination of this Lease.

20. NOTICE OF

20.1 The LESSOR and the LESSEE agree not to record this Ground Lease, but agree to execute, acknowledge and deliver a Notice of Lease in recordable form. Such notices shall contain the information required by law for recording as well as notice of the use restriction specified in Paragraph 6 above. The LESSEE hereby irrevocably appoints the LESSOR as its attorney-in-fact (which appointment shall survive termination of the Term) to execute, acknowledge and deliver a Notice of Termination of Lease Term in the LESSEE's name if the LESSEE fails so to do within ten days (10) of its receipt of any request.

21. ENTIRE

21.1 This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Ground Lease may not be amended or modified, except by a writing executed by the LESSOR and the LESSEE.

22. GOVERNING

22.1 This Ground Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Ground Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Ground Lease shall be construed as if such provision had never been made part hereof.

## 23. BINDING

23.1 This Ground Lease shall be binding upon and inure to the benefit of all successors and permitted assigns, of the parties hereto.

## 24. SUBORDINATION/

24.1 This Ground Lease shall, at the request or direction of the holder(s) thereof, be subject and subordinate to any and all mortgages, and other instruments in the nature of a mortgage, now or at any time hereafter granted by LESSOR, which constitute a lien or liens on the Leased Premises, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Ground Lease to said mortgages, or such instruments in the nature of a mortgage; provided, however, that any such holder shall enter into a subordination, non-disturbance and attornment agreement in form mutually acceptable to such holder and the LESSEE, whereby such holder agrees to recognize this Lease and the LESSEE's rights hereunder (and all leases entered into by the LESSEE, and the respective tenants' rights thereunder), so long as the LESSEE is not in a material default hereunder beyond the lapse of any applicable notice and/or cure period(s).

24.2 LESSOR and LESSEE promptly shall execute and deliver to each other, to any Permitted Mortgagee, to any mortgagee of LESSOR, within fifteen (15) business days after request, an estoppel certificate, which shall include: (i) whether or not this Ground Lease is in full force and effect; (ii) whether or not this Ground Lease has been modified or amended in any respect and describing such modifications or amendments, if any; (iii) whether or not there are any existing defaults under this Ground Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, and (iv) if applicable, a recognition by LESSOR of an assignment or transfer of the LESSEE's interest in the Leased Premises pursuant to Section 8 and an acceptance by LESSOR of the new assignee or purchaser. Any such certificate may be relied upon by the LESSOR, LESSEE, any Permitted Mortgagee, any mortgagee of LESSOR, and any of their respective actual or prospective successors or assigns.

## 25. ENVIRONMENTAL

### 25.1 Definitions.

- (a) "Environmental Laws" means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time-to-time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 12 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx.

§§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass Gen.L. c. 21J §§ 1 et seq. or any other applicable federal or state statute or town or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

- (b) "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law. Ordinary household cleaning products, fertilizer and pesticides reasonably and customarily used for insect and pest control, both for dwellings and landscaping, are not included within this definition.

25.2 LESSEE's Environmental Representations, Warranties and Covenants.  
LESSEE hereby represents, warrants and covenants as follows:

- (a) except as may be permitted by and only in accordance with Environmental Laws, LESSEE shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Leased Premises, and shall strictly comply with all Environmental Laws affecting the Leased Premises. Without limiting the generality of the foregoing, LESSEE is not, and will not become, involved in operations at the Leased Premises involving Hazardous Materials, except as expressly permitted by Environmental Laws;
- (b) no activity shall be undertaken on the Leased Premises by LESSEE which would cause (i) the Leased Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued; and

(c) Except as otherwise provided herein, LESSEE shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws, take all actions (to the extent and at the time or from time-to-time) as shall be required by law for the remediation of all releases of Hazardous Materials from the Leased Premises including all removal, containment and remedial actions. LESSEE shall pay or cause to be paid at no expense to the LESSOR all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Leased Premises.

#### 25.3 Notices.

(a) LESSEE shall provide LESSOR with copies of any notices of releases of Hazardous Materials which are given by or on behalf of LESSEE to any federal, state or local agencies or authorities with respect to the Leased Premises. Such copies shall be sent to LESSOR concurrently with mailing or delivery to the governmental agencies or authorities. LESSEE also shall provide LESSOR with copies of any notices of responsibility or any other notices received by or on behalf of LESSEE from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Leased Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Leased Premises. In addition, in connection with any litigation or threat of litigation affecting the Leased Premises, LESSEE shall deliver to LESSOR any documentation or records as LESSOR may reasonably request and which are in LESSEE 's possession and may be lawfully delivered to LESSOR.

(b) Each party shall immediately notify the other in writing should such party become aware of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Leased Premises or any real property adjoining or in the vicinity of the Leased Premises or such other property which could subject LESSEE, LESSOR or the Leased Premises to a claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Leased Premises under any Environmental Laws, (iii) any lien filed, action taken or notice given of the nature described in Sections 25.2 (b) above; (iii) any notice given to LESSEE or LESSOR from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Leased Premises.

25.4 Environmental Indemnity. Except as otherwise provided herein, LESSEE hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel reasonably acceptable to LESSOR and save harmless LESSOR for, from and against any and all claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste

disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against LESSOR and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to the Leased Premises, or as a consequence of any of LESSEE 's or LESSOR's interest in or operation of the Leased Premises to the extent such claims arise out of any breach of LESSEE 's covenants, representations and warranties. LESSEE does further agree and covenant that except as otherwise set forth in this Ground Lease, LESSOR shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Leased Premises regardless of any inspections or other actions made or taken by LESSOR on such property or as a result of any re-entry by LESSOR onto the Leased Premises or otherwise, except for matters first arising after LESSOR re-enters the Leased Premises. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Lease. In addition, the covenants and indemnities of LESSEE contained herein shall survive any exercise of any remedy by LESSOR under the Ground Lease.

25.5 Notwithstanding any provision herein to the contrary LESSEE shall not be responsible for any loss, damage, fines, penalties, claims or duty relating to any Hazardous Materials which exist on the Leased Premises prior to the date hereof except to the extent caused by LESSEE or anyone acting by, through or under LESSEE subsequent to the date of the Development Agreement.

SIGNATURE PAGE FOLLOWS

2-14-17 Revision

**STANDARD APPLICAION FOR AFFORDABLE HOUSING OWNERSHIP**

West Tisbury Affordable Housing Committee  
P.O. Box 278  
West Tisbury, MA 02575  
508-699-0102  
[affordhouse@westtisbury-ma.gov](mailto:affordhouse@westtisbury-ma.gov)

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APPLICATIONS WILL BE PROCESSED BY DUKES COUNTY REGIONAL HOUSING AUTHORITY (DCRHA) for WEST TISBURY AFFORDBLE HOUSING COMMITTEE (WTAHC)

PLEASE PRINT all application answers. Incomplete applications cannot be processed. Complete all information requested on the application form. If a question is not applicable, please write N/A. Make sure that you sign on the 4th page and the verification forms. If you need additional space to provide an answer, you may attach an additional sheet(s).

Completed applications can be mailed to Dukes County Regional Housing Authority (DCRHA) P.O. Box 4538, Vineyard Haven, MA 02568 or hand-delivered to the DCRHA Office at 346 State Road in Vineyard Haven, MA. Office hours are Monday-Friday: 9am to 5 pm.

**1. Name of Applicant** \_\_\_\_\_

Street \_\_\_\_\_ Apt. No. \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-Mail and Cellphone \_\_\_\_\_

Please indicate the best telephone number to reach you

**2. Type of Housing Needed (check one or more)**

Elderly/Accessible       Family Home

**3. Number of Bedrooms Needed (Circle One)**    1      2      3      4

**4. Special Housing Needs (e.g. wheel chair accessible/other):**

Please specify: \_\_\_\_\_

West Tisbury Affordable Housing Committee does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, gender identity or any other class protected by state, federal or local law, in the access or admission to its housing program(s), or employment or any other of its programs, activities, functions or services.

**5. Members of household to live in unit including the Head of Household**

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First, Middle & Last Name	Relationship to Head of Household	Social Security Number	Sex	Date of Birth	Occupation At Home Student-grade Employed
1.					
2.					
3.					
4.					

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**6. Is a change in the household composition expected? (circle one) YES NO**

If yes what type of change? \_\_\_\_\_ When? \_\_\_\_\_

**7. INCOME BEFORE DEDUCTIONS**

List the gross income (before taxes) for **ALL Household Members** from all sources for the **LAST 3 YEARS**. Specify all sources. Applicant must submit signed copies of their household's income tax returns (as filed) for the previous 3 years, a signed IRS form 4506 (see attached) requesting transcripts of their 1040 tax forms filed during the previous 3 years, and a signed verification of income from wages form (see attached).

Please attach all necessary papers to form (tax returns, W-2's, 1099's, etc.) to verify information. Please attach separate sheets if needed.

Year	Household Member	Type of Income	Name/Address of Employer	Gross Income

Estimate separately the gross income (before taxes) anticipated for ALL household members from all sources for the next 12 months. Specify all sources. Use separate sheets as needed.

Household Member #	Type of Income	Name and Address of Employer or Source of Income	Gross Income for next 12 months
1.	Salaries, wages, including Overtime/tips		
	Salaries, wages, including Overtime/tips		
	V.A. Disability Income		
	Net Income from business or Profession (Schedule C)		
	Trust income: Interest and Dividends		
	Pensions and annuities		
	Regular unemployment or Disability compensation		
	Regular Social Security Benefits and/or SSI		
	TAFDC or Public Assistance		
	Regular alimony, child Support payments, gifts		
	Other Income		
<b>TOTAL INCOME</b>			

**8. CURRENT EXPENSES**

Please include expenses for all household members. Please use separate sheets as needed.

EXPENSE	TOTAL

Rent and Utilities

Secondary Education/Child Support Payments

Expense for Care of Children or sick/Incapacitated Family Member

Unreimbursed Medical Expenses

Health Insurance

Other

CURRENT TOTAL EXPENSES

**9. ASSETS:** List below the assets of everyone to live in the unit. Include all bank accounts, stocks and bonds, trust agreements, real estate, etc. Do not include clothing, furniture or cars. Do include antique car and famous art collections. There is a verification form that also must be filled out and returned for each Household member with any assets listed below (see attached). Attach separate sheet(s) as necessary.

Household Member	Description of Assets	Value of Asset
	Bank & Saving Acct.#	
	IRA, Stocks, Bonds:	
	Real Estate (owned or sold within past 2 years)	
	Other	
		TOTAL ASSETS

**10. PERSONAL REFERENCES:** List two references. These should not be relatives or household members.

(1) Name: \_\_\_\_\_ # of years you have known this person \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

(2) Name: \_\_\_\_\_ # of years you have known this person \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**11. HOUSING HISTORY:** List addresses for each adult household member for at least the last 5 years in reverse order; please list primary leaseholder, if other than you.

**HAVE ANY APPLICANTS EVER OWNED A HOME?** (circle one) YES NO

If so, specify \_\_\_\_\_

History

(1) Household Member(s) \_\_\_\_\_ Dates \_\_\_\_\_

Current Address \_\_\_\_\_

Owner/Landlord \_\_\_\_\_ Telephone \_\_\_\_\_

Landlord Address \_\_\_\_\_

(2) Address \_\_\_\_\_ Dates \_\_\_\_\_

Owner/Landlord \_\_\_\_\_ Telephone \_\_\_\_\_

Landlord Address \_\_\_\_\_

PLEASE ATTACH SHEET(s) as needed.

**12. \*PREFERENCE.** Applicants applying for residence preference must provide a copy of their voter registration, rental lease or rent receipts, utility bills, or vehicle registration for residence proof. Those applying for public service preference must provide a notarized letter from the public service organization stating time period performed public service.

\*May or may not apply depending on housing project.

**13. HOUSING ASSISTANCE:** Are you , or any member of your household, currently receiving housing assistance, including Public Housing, MRVP, Section 8, etc. (circle one) YES NO

**14. RELATIONSHIP to DCRHA or West Tisbury Affordable Housing Committee:** Are you a Board Member, employee, or a member of the immediate family of an employee or Board member of DCRHA or WTAHC? (If so, this will not necessarily disqualify your application) (circle one) YES NO

If yes, please explain: \_\_\_\_\_

**15. EMERGENCY REFERENCE:** Name of relative or friend not planning to live with you. We will contact this person if we are not able to reach you in case of emergency.

Name: \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

**16. CRIMINAL RECORD:**

Have you or any member of your household who will live in the unit ever been convicted of a crime? (circle one)

YES NO If yes please explain \_\_\_\_\_

Do you or any member of your household who will live in the unit have any criminal matters pending? (circle one)

YES NO If yes, please explain \_\_\_\_\_

Are you or anyone in your household a life-time registered Sex Offender? (circle one)

YES NO Name of member(s) \_\_\_\_\_

I understand that this application is not an offer of housing. I understand I should not make any plans to move or end my present tenancy until I have received an offer of housing from WTAHC, based on this application and the additional materials needed to complete the application process.

I understand that any false statement, misrepresentation and/or nondisclosure of information, and failure to provide complete and accurate information in this application may result in denial of my application.

I understand that it is my responsibility to inform DCRHA/WTAHC in writing of any change of address, income or household composition. I authorize DCRHA/WTAHC to make inquires to verify the information provided in this application.

**I certify that the information I have given in this application is true and correct. I understand that DCRHA/WTAHC may request a Criminal Offender Record Information Report from the Criminal History Systems Board and/or perform credit checks and Internet searches for all adult members of the household. Signs under the pains and penalties of perjury.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**VERIFICATION OF BANK ACCOUNT**

Date: \_\_\_\_\_

Bank Name and Address

To: \_\_\_\_\_

Re: \_\_\_\_\_

\_\_\_\_\_

SS#: \_\_\_\_\_

The above-referenced individual has applied for a West Tisbury home/homesite lot with the West Tisbury Affordable Housing Committee. Please be sure to accurately complete this form.

We ask that you complete and return this form to the address shown below. The information will be used solely for the determination of eligibility under the West Tisbury Affordable Housing Committee program and will not be disseminated or otherwise released to any third party.

Alternately, you may send your reply by fax to West Tisbury Affordable Housing Committee at 508-696-0103. If you have any questions, please feel free to contact \_\_\_\_\_ at \_\_\_\_\_.

Very truly yours,

West Tisbury Affordable Housing Committee

P.O. Box 278

West Tisbury, MA 02575

I hereby authorize the release of the information requested on this verification form.

Signature \_\_\_\_\_

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**To be completed by Bank:** Please attach separate sheets as needed

Checking      \_\_\_\_\_  
Average 6 month Balance      Rate of Interest

Savings      \_\_\_\_\_  
Average 6 month balance      Rate of Interest

Retirement      \_\_\_\_\_

Other      \_\_\_\_\_

\_\_\_\_\_  
Authorized Title      Phone

\_\_\_\_\_  
Authorized Signature      Date

**VERIFICATION OF INCOME FROM WAGES**

Date: \_\_\_\_\_

Employer Name and Address

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: \_\_\_\_\_  
SS# \_\_\_\_\_

Dear Employer:

The above-referenced individual has applied with West Tisbury Affordable Housing Committee for a home site lot. We require written confirmation of the income of all applicants. Income maximums are based upon family size and minimum income requirements also exist. Please be sure to accurately complete this form. Intentionally supplying false or misleading information can result in fines or imprisonment.

We ask that you complete and return this form by mail or fax. The information will be used solely for the determination of eligibility under the West Tisbury Affordable Housing Committee program and will not be disseminated or otherwise released to any third party.

You may mail or fax your reply to West Tisbury Affordable Housing Committee at 508-696-0103. If you have any questions, please feel free to contact \_\_\_\_\_ at \_\_\_\_\_.

Very truly yours,

West Tisbury Affordable Housing Committee  
P.O. Box 278  
West Tisbury, MA 02575

I hereby authorize the release of the information requested on this verification form.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Do Not Write Below This Line-Employer Use Only:** Please attach separate sheets as needed

Date of Hire: \_\_\_\_\_

Average Total hours worked weekly: \_\_\_\_\_ Hourly Rate \_\_\_\_\_ Overtime \_\_\_\_\_

Does employee earn:

Tips? \_\_\_\_\_ If yes, estimated per week \_\_\_\_\_

Additional compensation

Such as commission, bonuses, or shift differential pay \_\_\_\_\_ Estimated \_\_\_\_\_

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print) and Title

\_\_\_\_\_  
Phone