

Request for Proposals Town of West Tisbury

West Tisbury Community Housing Project
At 401 State Rd

Project: 02092022

**Due Date: March 22, 2022
2:00 PM.**

TOWN OF WEST TISBURY REQUESTS FOR PROPOSALS (RFP)
for the West Tisbury Community Housing Project at
401 State Road, West Tisbury, MA
Project #02092022

I. Introduction

The Town of West Tisbury, through its Select Board and with assistance from the Affordable Housing Committee (the “Committee”), invites proposals for construction of affordable and community rental apartments and rental property management on Town-owned land at 401 State Road, West Tisbury (“Property”). The Property is shown on the West Tisbury Assessor’s Map as Parcel 11-18, consisting of 3.1 acres and located in the Rural District. The Town has determined that the Property is available for disposition under G.L. c. 30B, § 16. Through this Request for Proposals (RFP), the Town intends to offer the Property under a Land Disposition Agreement (LDA) and long-term Ground Lease to the qualified non-profit organization the “Developer” that submits a proposal most favorable to the Town. The Developer shall be responsible for permitting, funding, construction, and ongoing property management for the Property.

The full and fair market value of the Property, as determined by the Town Assessor, is currently \$349,500 (“Assessed Value”). The Town requires those submitting a response to the RFP (“responder”) to make a financial offer to the West Tisbury Affordable Housing Trust by indicating the amount of their offer, but in no event shall the offer be less than one hundred dollars (\$100). A responder may offer less than the Assessed Value and must demonstrate that their offer which is below the Assessed Value is outweighed by the maximum affordable housing benefits of their proposal and the public benefit of affordable housing for essential workers and keeping a diverse community.

The Awarding Authority for this RFP shall be the West Tisbury Select Board.

The qualified non-profit selected as the Developer for this project will be responsible for constructing affordable and community rental housing in one of the following configurations:

Option 1: Three 2 bedroom five 1-bedroom units with one (1) or two (2) units meeting ADA Accessible Design Standards (handicap liveable) and all units being ADA Accessible Standards (handicap visitable) on the ground floors.

Option 2: Four 2 bedroom and three 1-bedroom units with one (1) or two (2) units meeting ADA Accessible Design Standards (handicap liveable) with all units meeting ADA Accessible Standards (handicap visitable) on the ground floors.

The structure(s) may be one or two stories high and shall not exceed the Town’s maximum height limit of 30 feet, measured in accordance with Section XIV of the West Tisbury Zoning Bylaw.

This project shall also include a Recreational/Common facility design and build containing a common room with a half bath and kitchen (sink, stove small refrigerator) area, ideally with a patio off the facility.

At the West Tisbury Annual Town Meeting on May 18, 2020 a vote in favor of Article 6 authorized the West Tisbury Select Board to transfer control and management of the Property to the Committee and authorized the Committee to sell, ground lease, or otherwise dispose of the parcel for affordable housing purposes. Any applicable reference in this RFP to the Town of West Tisbury means the Select Board or its designee, the Committee, acting for the Town. There are attachments to this RFP that expand on the subjects and samples of documents mentioned within this RFP. These are under Section IX.

II. General Information

- 1) Proposals must be received at the West Tisbury Town Hall, Office of the Town Administrator, 1059 State Rd., P.O. Box 278, West Tisbury, MA 02575, no later than 2:00 pm March 22, 2022. Responders shall submit one (1) original and six (6) copies of their proposal, together with a complete set of all materials in electronic format (PDF files) in a sealed envelope marked "West Tisbury Community Housing Project at 401 State Road." Faxed or e-mailed proposals will be deemed non-responsive and will be rejected. Submittals will be accepted until that date and time listed above and shall be opened the following business day. If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 2:00 PM the next open business day.

Responders are reminded that Martha's Vineyard is an island an overnight delivery service cannot be guaranteed.
- 2) The Town intends to designate the Developer within sixty (60) days after response opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
- 3) All inquiries or questions regarding this RFP must be submitted in writing, by email, no later than March 8, 2022, to the Town's Housing Consultant, Judi Barrett of Barrett Planning Group LLC, 350 Lincoln Street, Ste 2503, Hingham, MA 02043, judi@barrettplanningllc.com. Any changes made or clarifications required to this RFP, and responses to all questions received by the Town's Consultant prior to the deadline stated herein, shall be provided in addenda by email to all entities on record with the Town as having requested the RFP.
- 4) There will be a Pre-Proposal Meeting on site, February 18, 2022. Responses may be modified, corrected, or withdrawn only by written notice received by the Town of West Tisbury Procurement Officer prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original RFP response.
- 5) Responses received prior to the date of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a response not properly addressed and identified. Any submittals received after the advertised date and time for opening will be considered non-responsive and be returned to the responder unopened.

- 6) Responses to this RFP must include all required documents, completed and signed as required. Proposals that are incomplete, conditional, or obscure will be rejected. No award will be made to any Responder who cannot satisfy the Awarding Authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive, and binding.
- 7) The Town of West Tisbury reserves the right to reject any and all responses and to waive any portions in responses received based on the use of language contained therein whenever such rejection or waiver is in its best interest.
- 8) The Town of West Tisbury may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous, or if it is otherwise in the best interest of the Town of West Tisbury.
- 9) The Town of West Tisbury may request additional information to determine that a Responder has the technical competence, the business and technical organization, and the financial resources to successfully perform the necessary work.
- 10) The Town of West Tisbury will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of West Tisbury. All deliverables, reports, maps, and other documents resulting from this contract shall become the property of the Town of West Tisbury.
- 11) The Developer shall comply with all applicable state and federal laws in performance of service and acceptance of the land from the Town of West Tisbury, including but not limited to G.L. c. 44, § 63A, G.L. c. 60, § 77A and G.L. c. 60, § 77B.
- 12) Response to this RFP acknowledges the Responder's acceptance of all sections and requirements of this document. The selected Responder's response to the RFP will be incorporated within the LDA (see Attachment D). If the Responder's proposal does not comply with the requirements of this RFP, or if an item is not understood in any way, a copy of that section of the RFP must be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
- 13) The Town of West Tisbury makes no representations or warranties, express or implied, as to the accuracy and or completeness of the information included in this RFP. This RFP, including all attachments, supplements or future addenda, is made subject to errors, omissions, and withdrawal without prior notice, and to changes to, additional, and different interpretations of laws and regulations.
- 14) The Tax Compliance Certification and the Certificate of Non-Collusion and the OSHA Training Form must be included with the response. These forms must be signed by the individual(s) with authority to act on the Responder's behalf.

III. Background

A. Housing Needs

The Department of Housing and Community Development (DHCD) lists West Tisbury as having 1.8 percent of its year-round housing stock affordable to low-to-moderate income households. The state goal is 10 percent. Compared to other Vineyard towns (ranging from Aquinnah with 25.9% to Chilmark with 0.7%), West Tisbury has the second lowest affordable housing inventory.

With a very high seasonal demand for rental housing, year-round stable affordable rentals are rare, if not virtually impossible, to find. With the large demand for summer homes the cost of purchasing a home has become practically unattainable for those making median income or below.

B. 2021 Dukes County Area Median Incomes

The 2021 Dukes County Income Chart below represents a compendium of housing programs for which household income is a function of household size and percentage of the County’s Median Family Income. Please contact the Housing Authority with any questions regarding the specific program you might be considering.

The 2021 HUD Median Family Income (MFI) for Dukes County is **\$104,700** *

	30%	50%	60%	80%	100%	110%	120%	140%
1 person	\$23,100	\$38,500	\$46,200	\$59,200	\$74,000	\$84,700	\$88,800	\$103,600
2 persons	\$26,400	\$44,000	\$52,800	\$67,650	\$84,600	\$96,800	\$101,520	\$118,440
3 persons	\$29,700	\$49,500	\$59,400	\$76,100	\$95,150	\$108,900	\$114,180	\$133,210
4 persons	\$33,000	\$55,000	\$66,000	\$84,550	\$104,700	\$121,000	\$125,640	\$146,580
5 persons	\$35,650	\$59,400	\$71,280	\$91,350	\$114,200	\$130,680	\$137,040	\$159,880
6 persons	\$38,300	\$63,800	\$76,560	\$98,100	\$122,650	\$140,360	\$147,180	\$171,710

* The U.S. Department of Housing & Urban Development (HUD) determines Median Family Income for each metropolitan area and county in the country. These figures are then utilized in a variety of housing programs on Martha’s Vineyard including those administered through state agencies such as Department of Housing & Community Development (DHCD) and Massachusetts Housing Partnership (MHP). *Program specific methodology accounts for mathematical differences within the chart. Please visit huduser.com or mhp.net/resources for their 2022 income Limits and documentation.*

C. Maximum Affordable Rents

Rents shall be set according to the following guidelines from the West Tisbury Affordable Housing Committee.

2021 Maximum Rent Limits*	<u>Studio</u>	<u>1 Bedroom</u>	<u>2 Bedrooms</u>
With Utilities:	\$1,480	\$1,585	\$1,902
Split Utilities**	\$1,406	\$1,486	\$1,791
Without Utilities***	\$1,326	\$1,406	\$1,665

* Income and rent levels provided annually by the U.S. Department of Housing & Urban Development (HUD) and MH). Dukes County Regional Housing Authority provides this report.

** In order to charge the split utilities rental rate, the heating or electric (not both) must be the utility shared with the primary resident. One example would be a tenant who pays a monitor heater fuel bill while sharing an electric service with the landlord.

*** In order to charge the rental rate without utilities, all utilities must be separately metered and billed in the name of the tenant.

IV. Request for Proposals

A. Project Description

The project must include seven (7) or eight (8) units and the total bedrooms in all units combined shall not exceed eleven (11). As described in Section I of this RFP, Option 1 calls for three-2 bedroom units and five- 1 bedroom units. Option Two calls for four 2-bedroom units and three 1-bedroom units. Both these options call for one (1) or two (2) units to meet ADA Accessible Design Standards (handicap liveable) and all units to meet ADA Assessible Standards (handicap visitable) on the ground floors and walkways. Affordability must be for households earning at or below 100 percent of the Duke’s County Area Median Income (note this is a maximum; affordability could be at lower levels). The state definition of affordable is at 80% median income. Units must be income restricted in perpetuity. The Town prefers that at least 50 percent of the units be designed for older adults (55 and over). The Developer shall use best efforts to secure the maximum local preference allowed by law in the initial tenant selection process. The initial tenant selection process shall be handled by Dukes County Regional Housing Authority through a lottery under an Affirmative Fair Housing Marketing Plan (AFHMP) approved by DHCD.

The purpose of this Request for Proposal (RFP) is to select a Developer who can demonstrate the experience and capacity to timely and successfully:

- 1) Enter into a Ground Lease with the Town of West Tisbury upon completion of construction.
- 2) Conduct community outreach and design review. Before applying for permitting, the Developer shall present draft plans and specifications to the community and neighbors. The Developer will hold at least two open meetings with the community and will reach out to the neighbors (within 600 feet including those across roadways) by certified mail. At the open

meetings the Developer will field questions and comments pertaining to the project. This meeting shall be advertised in the local papers with details as to how to attend.

3) Secure all appropriate approvals and permits, including Board of Health approval if using nitrogen credits or if otherwise necessary. It is anticipated that this project will be permitted under the Town of West Tisbury Zoning Bylaw, Section 4.4 "Housing" or under G.L. c. 40B, §§ 20-23 as a Local Initiative Program (LIP) Comprehensive Permit per DHCD Guidelines.

4) If applicable, and for those units that are eligible, ensure all units are included on the DHCD Subsidized Housing Inventory (SHI). This requirement may be waived at the discretion of the Town of West Tisbury.

5) If applicable, execute a Land Disposition Agreement (LDA) in a form acceptable to all parties.

6) Construct building/s for a total of seven or eight units.

7) Work cooperatively through outreach and marketing, including conducting a lottery. Future assignments after initial lottery assignment shall be handled by the Rental Management Company following the stated policy of the Ground Lease.

8) If applicable, effectively and productively manage the units of affordable rental housing, ensuring a quality, sustainable neighborhood; or at the approval of the Town of West Tisbury, hire a local management team under a management agreement approved by the Town of West Tisbury.

B. Design Plan

A Site Plan prepared for the Town by Vineyard Land Surveying & Engineering, Inc. (see Attachment A) and dated July 27, 2021 presents an estimated build envelope. See Attachment A for Maps, Site Information and Town Meeting Vote.

The selected Responder and the Town of West Tisbury will agree upon a Design Plan and Building Envelope prior to execution of the LDA. The Design Plan must include details on the driveway and apron, and the Developer must obtain approval for the driveway and the apron from the Planning Board's Road Inspector and the Town's Fire Chief.

Any substantive changes from the approved Design Plan and Building Envelope made after the execution of the LDA will require written approval of the West Tisbury Affordable Housing Committee. Any changes from the approved Design Plan and Building Envelope made after the execution of the Ground Lease will require written approval of the Select Board.

The West Tisbury Affordable Housing Committee and town officials will work with the Developer to do what is needed and appropriate for this project to be completed safely and meet developing standards.

V. Development Guidelines

The Town of West Tisbury has established the following quality guidelines for development of the Property. Priority will be given to Responders who demonstrate the best ability to address these guidelines, as determined by the evaluation criteria in this RFP

***See Outline Specifications for further details (Attachment B)**

A. General Design and Construction Guidelines

All structures must comply with any local applicable code, including “stretch code,” Massachusetts State Building Codes, Massachusetts Electrical Code, Massachusetts Plumbing and Heating Code, Massachusetts Fire Code, and Massachusetts Sanitary Code.

Modular, panelized construction, or traditional “stick-built” construction must be in the character of the neighborhood.

*****To the greatest extent possible, building plans should blend with the existing architecture of the neighborhood and the Town of West Tisbury. *****

C. Building and Unit Specifications

The ground floor living space in the units and walkways must meet ADA Accessible Standards (handicap visitability). One- or two-units shall meet ADA Accessible Design Standards (handicap liveable). The site plan must include off-street parking spaces (according to Town of West Tisbury Parking Standards found in the Zoning Bylaws).

D. Energy Efficiency and “Green” Construction

Proposals shall provide the most energy efficient residential development within the constraints of this development. Energy Star Standards shall be adhered to in all structures. The Town of West Tisbury encourages design plans that maximize the energy efficiency and maintenance of the housing units, specifically “green” technologies, LEED construction or near Net Zero and Net Zero Building, including, but not limited to the addition of solar energy components, alternative energy components, and possibly fire suppression system.

E. Landscaping and Site Work

Proposals will include finish grade (considering appropriate and reasonable drainage techniques), lawn, shrubs and appropriate driveways. All landscaping shall consist of native, sustainable, low-water species for Dukes County, Proposals shall provide a landscape plan that includes an area along the property borders of 50 feet setback if possible.

F. Readiness to Proceed and Timelines

The Developer shall demonstrate the ability to start on the project within a reasonable timeframe after executing the LDA. Start shall be evidenced by securing of a building permit. The ground lease will be executed after receipt of all building permits. Construction shall be completed, as evidenced by a Certificate of Occupancy, and the units shall be rented to eligible and qualified households, preferably earlier but no later than two years after building permits

have been issued. Timelines may be extended by mutual agreement of the Developer and the Town of West Tisbury.

G. Financial

The Developer shall be responsible for all costs associated with permitting, demolition, construction, tenant selection, and ongoing rental maintenance and management, and shall demonstrate the financial capacity to manage and complete the Project. Assistance shall be provided by the Town of West Tisbury in the form of documentation for any grant applications or subsidies for which the Developer may choose to apply.

H. Land Disposition and Ground Lease

The Responder will enter into a Land Disposition Agreement (LDA) with the Town of West Tisbury upon choosing of RFP Responder. When all necessary permits are in place and a certificate of occupancy is issued the Developer and the Town of West Tisbury will enter into a Ground Lease. See Attachment C for a sample Ground Lease. The Ground Lease fee will be as determined by the Awarding Authority but not less than the amount offered in the Responder's proposal. The maximum area to be ground leased will be the Property as described in this RFP, with exact specifications to be agreed upon before the Ground Lease is executed.

VI. Evaluation Criteria

The Town of West Tisbury will apply the following evaluation criteria to its evaluation of all proposals received by the deadline stated in this RFP.

A. Minimum Threshold Criteria

The proposal must meet the minimum threshold criteria in order to proceed through the review process. Proposals failing to comply with one or more of the minimum criteria stated below shall be disqualified from further consideration:

- 1) The response must be complete and must conform to all submission requirements.
- 2) Proposal must be for rental apartments of one and two bedrooms (not to exceed 11 bedrooms) with total of seven or eight apartments. All of the ground floor living space in the units must meet ADA visitability standards, including exterior walkways with one (1) or two (2) apartments being Handicap ADA approved.
- 15) Affordability (utilizing the Town's selection processes for future assignments): Units must be affordable to households earning at or below 100% of the Duke's County Median Income.
- 16) Responder must certify compliance on all state and local taxes (see Attachment F).

B. Comparative Evaluation Criteria:

Responses meeting the minimum criteria will be judged on the following additional comparative evaluation criteria. The Town of West Tisbury reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs,

considering qualifications, submittal quality, and evaluation criteria. The Awarding Authority's decision or judgment on these matters shall be final. The Town of West Tisbury will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

Unacceptable
Not Advantageous
Advantageous
Highly Advantageous

An "Unacceptable" rating in any one of the criteria may eliminate the proposal from further consideration.

1) Strength of Development Team.

Applicants will be evaluated on the strength of the development team as evidenced by the experience with similar projects. Experience evaluated will be that of the organization's principal (executive director, chief executive officer, or similar position) and the individual designated to lead the Project (project manager or other similar position).

- Unacceptable: Either the organization's principal or the project manager has had no experience with similar projects within the last five (5) years.
- Not Advantageous: Either the organization's principal or the project manager have had experience with only one (1) similar project within the last five (5) years.
- Advantageous: Both the organization's principal and the project manager have had experience with two (2) or more similar projects within the last five (5) years.
- Highly Advantageous: Both the organization's principal and the project manager have had experience with three (3) or more similar projects within the last five (5) years.

2) Construction Experience. Applicants will be evaluated based on the demonstrated extent of the organization's construction experience with residential new construction affordable rental projects.

- Unacceptable: Applicant has no construction experience with residential new construction affordable rental projects.
- Not Advantageous: applicant has less than five (5) years of the above stated construction experience.
- Advantageous: Applicant has five (5) to eight (8) years of the above stated construction experience.
- Highly Advantageous: Applicant has more than eight (8) years of the above stated construction experience.

3) Rental Property Management Experience. Development Team will be evaluated on the extent of the organization's or the organization's designated Management Group's experience with Rental Property Management in the context of affordable housing.

- Unacceptable: Applicant has no experience with rental property management in the context of affordable housing.

- Advantageous: Applicant has less than five (5) years' experience with rental property management in the context of affordable housing.
 - Highly Advantageous: Applicant has more than five (5) years of experience with rental property management in the context of affordable housing.
- 4) Financial Experience and Capacity. Applicants will be evaluated on the extent to which financial references verify financial capacity of applicant and the extent of their financial strength to support the most favorable terms from a construction lender.
- Unacceptable: Applicant has not demonstrated financial capacity by providing adequate documentation to allow reviewers to determine financial viability.
 - Not Advantageous: Applicant has provided basic documentation regarding financial capacity however it is not clear that applicant has the financing or cash flow to adequately complete the project.
 - Advantageous: Applicant has provided sufficient documentation to demonstrate financial viability and cash flow to complete the project.
 - Highly Advantageous: Applicant has provided ample documentation to demonstrate financial viability and cash flow with a lending letter of interest naming this project.
- 5) Project Discussion and Cost Projections. Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing, as evidenced by Applicant's Project Description and Project Proformas.
- Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals and approach to completing the project successfully.
 - Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to complete the project in a well thought out manner.
 - Advantageous - The Project Description and Project Proformas indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the work required.
 - Highly Advantageous - The Project Description and Project Proformas clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.
- 6) Project Discussion and Design Proposals. Applicants will be evaluated on the extent of their project understanding, especially pertaining to the goals of creating quality affordable housing that is harmonious with the existing architecture of the neighborhood and the Town of West Tisbury, and meets the Goals and Guidelines in the RFP, as evidenced by Applicant's Project Description, including Preliminary Site Plans and Architectural Plans.
- Unacceptable - Proposal did not adequately convey Applicant's understanding of the project goals, and approach to designing the project successfully.

- Not Advantageous - The response indicates Applicant may understand the project goals, but the materials provided are not clear enough to make a determination. Applicant's approach does not instill confidence in a plan to design the project in a well thought out manner.
 - Advantageous - The Project Description provided indicate Applicant will meet the project goals and show the Applicant's demonstrated understanding of the project and approach to the design.
 - Highly Advantageous - The Project Description provided clearly indicate Applicant's understanding of the project goals and ability to successfully meet these goals; shows the Applicant's demonstrated understanding of the project; Applicant's ability to bring leadership to the project and that their approach to the design demonstrates a creative and thorough process.
- 7) Readiness to Proceed- Applicants will be evaluated on their ability to begin the project in a timely manner as demonstrated by the Projected Development Schedule.
- Unacceptable: Applicant did not provide a Projected Development Schedule.
 - Not Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to secure all necessary permitting approvals and financing within twenty-four (24) months of the project award, and construction completion within thirty-six (36) months of project award.
 - Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to secure all necessary permitting approvals and financing within nine (9) months of the project award, and construction completion within twenty-four (24) months of project award.
 - Highly Advantageous: Applicant has provided a Projected Development Schedule that documents the ability to secure all necessary permitting approvals and financing within six (6) months of the project award, and construction completion within eighteen (18) months of project award.
- 8) Ability to Work with Local Government and Funding Sources. Applicants will be scored according to the extent of successful experience working with government-assisted programs and funding sources during the last five (5) years.
- Unacceptable: Applicant has no experience working with government assisted programs
 - Not Advantageous Applicant with less than one (1) year successful experience working with government assisted programs
 - Advantageous: Applicant with one to five (5) years successful experience working with government assisted programs
 - Highly Advantageous: Applicant with more than five (5) years of successful experience working with government assisted programs
- 9) Green Construction. Proposal will receive additional consideration for green construction as follows:
- Unacceptable: Lack of adherence to Energy Star standards
 - Not Advantageous: Adherence to Energy Star standards

- Advantageous: Additional “green” aspects to construction beyond Energy Star
- Highly Advantageous: Low Energy Emission Definition (LEED) certified construction

10) Diversity and Inclusion. Additional consideration will be given based on the comprehensiveness of the Proposer’s diversity and Inclusion Plan for creating increased opportunities for people of color, women, and minority/women business enterprises. Proposal will receive consideration for diversity as follows:

- Unacceptable: No diversity
- Not Advantageous: Lack of diversity
- Advantageous: Opportunities for minorities such as women, people of color, native American
- Highly Advantageous: Establishing and overseeing an inclusion plan

VII. Submission Requirements

Applicants must submit all of the following information:

- 1) Letter of Interest signed by all principals of the applicant organization.
- 2) Project Description
 - a) Project Narrative
 - b) Preliminary Site Plans and Architectural Plans (floor plans and elevations); 11” x 17” format.
 - c) Project Timeline
 - d) Description of the proposed housing units, affordability levels, and accessibility. Affordability levels shall be stated in terms of the Dukes County percentages of Median Family Income in Section III.B of this RFP.
 - e) Information on the Development team (i.e., developer, key consultants, property manager, architect, contractor, attorney, etc.), including details on previous experience of members of the team and details on similar projects completed. If an entity other than the Developer will be the property manager, the Responder must explain how property management services will be secured.
- 11) Project Proformas
 - a) Sources and Uses of Funds (Construction Budget)
 - b) Predevelopment Budget
 - c) 20-Year Operating Pro-Forma
- 12) Financial and Developer Information
 - a) Development Entity: The nature of the entity to enter into the LDA with the Town, and the borrower and guarantors of debt, if any. Proposals shall identify all principals, partners, co-venturers or sub-developers participating in the project, and the nature and share of participants’ ownership in the project.
 - b) Developer Financials: Most recent federal tax forms and audited financial statements

- c) Disclosure of any past, pending, or threatened legal or administrative actions that may relate to the conduct of the Proposer, its principals, or any affiliates.
- d) Letters of interest from lender(s) or other documentation of funding sources
- e) Equity: Evidence of developer's financial capacity to cover equity requirements
- f) References (no more than three), including the project name and location, year completed, name, title, and contact information
- g) List/description of other real estate owned
- h) Confirmation that no local, state, or federal taxes are due and outstanding for the development team or any entity participating in the team.

13) Forms and Certificates (Required from Responder)

- a) Certification of Tax Compliance (M.G.L. c. 62C, 49A) (Attachment F)
- b) Disclosure of Beneficial Interests (M.G.L. c.7, 40J) (Attachment G)
- c) Certificate of Non-Collusion (Attachment H)
- d) Information regarding any legal or administrative actions, past, pending or threatened that could relate to the conduct of the applicant's business (Attachment I).

VIII. Selection Process

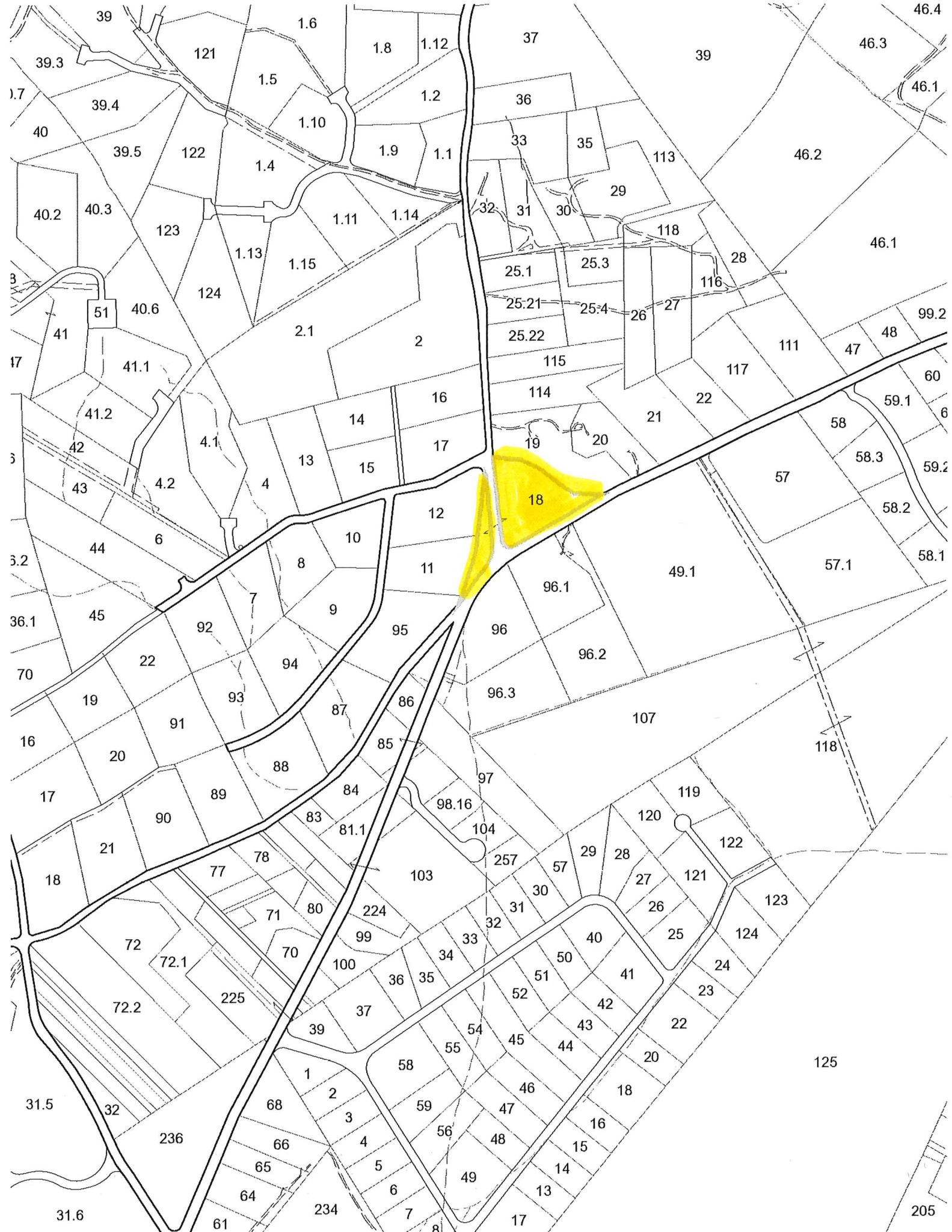
All packages received by the deadline will be opened in public and logged in. All information contained in the proposals is public. The Town of West Tisbury, with the assistance of its Affordable Housing Committee or its designee(s), will review and evaluate all proposals that have been received by the submission deadline. Evaluation of the proposals will be based upon the information provided in the Proposer's submission in accordance with the selection criteria.

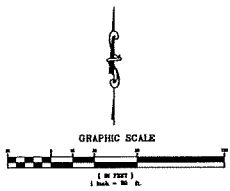
The West Tisbury Affordable Housing Committee shall make a recommendation to the select Board. Final award shall be by vote of the Select Board.

IX Attachments:

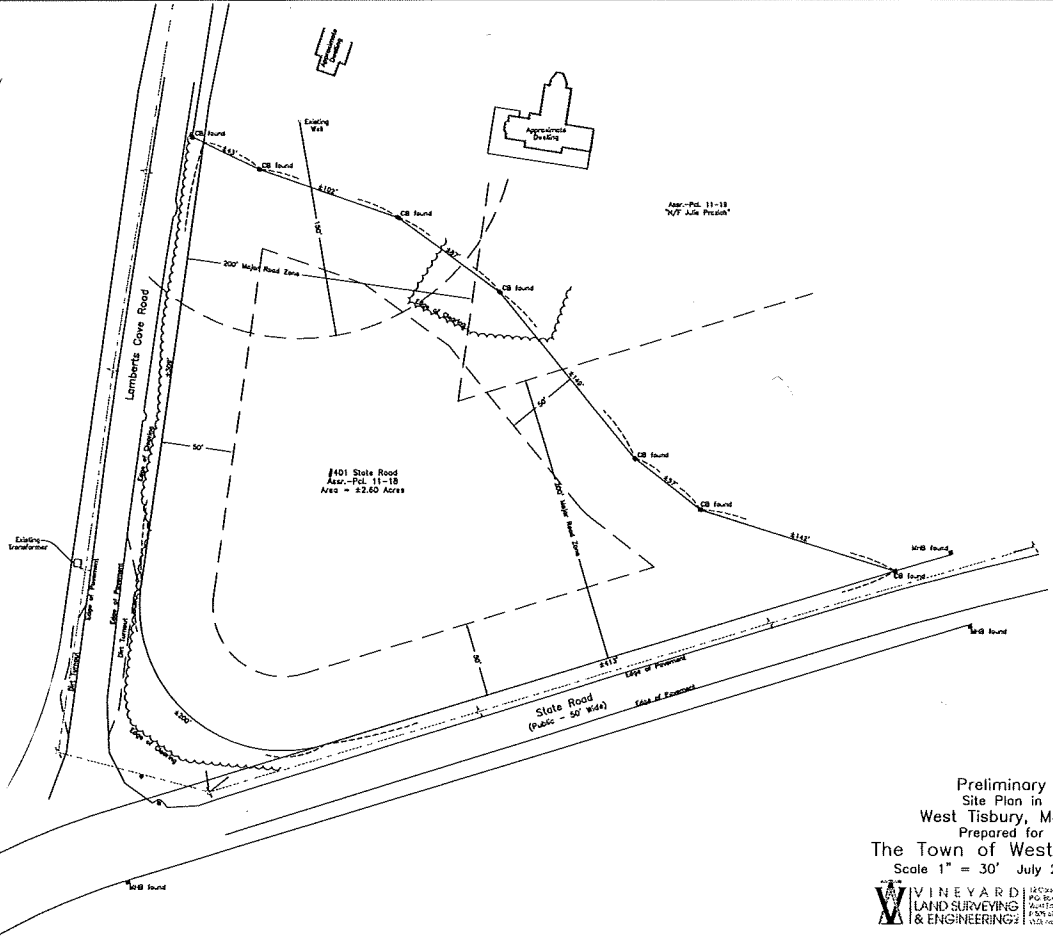
- Attachment A: Maps, Site Information and Town Annual Meeting Vote
- Attachment B: Outline Specifications
- Attachment C: Sample Ground Lease (including Sample Management Agreement)
- Attachment D: Sample Land Disposition Agreement
- Attachment E: Sample Tenant Selection Policy and Sample Tenant Lease
- Attachment F: Certificate of Tax Compliance Form
- Attachment G: Disclosure of Beneficial Interests Form
- Attachment H: Certificate of Non-Collusion Form

ATTACHMENT A





- Legend:
- Denotes Utility Pole
 - Denotes Over Head Wires
 - Denotes Catch Basin



Preliminary
Site Plan in
West Tisbury, Mass.
Prepared for
The Town of West Tisbury
Scale 1" = 30' July 27, 2021

W VINEYARD
LAND SURVEYING
& ENGINEERING

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508-835-5274 • 508-835-5243
www.wv.com

The meeting was called to order by the Moderator at 5pm who declared a presence of 217 qualified voters present. All articles were duly moved, seconded and voted upon. There were four amendments from the floor. The meeting was adjourned at 7:35pm.

WEST TISBURY
COMMONWEALTH OF MASSACHUSETTS

WARRANT FOR
ANNUAL TOWN MEETING

County of Dukes County, SS
To Either of the Constables of the Town of West Tisbury,

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of West Tisbury qualified to vote in elections and in Town affairs to meet in the Tabernacle, Trinity Park, in the Town of Oak Bluffs Tuesday the Eighteenth day of May, Two Thousand Twenty-One, at Five O'Clock in the evening; then and there to act on the articles of this Warrant with the exception of Article 1, which was voted on April 15, 2021.

And to meet again in the West Tisbury Public Safety Building (North Tisbury Fire Station) in said West Tisbury on Thursday, the Twentieth Day of May, at Eleven O'Clock in the Morning at the Polling Place, then and there to act on Question 1 of the Warrant by the election of Officers on the Official Ballot.

The polls for voting on the Official Ballot will be opened at Eleven O'Clock in the Morning and shall be closed at Seven O'Clock in the Evening.

QUESTION 1: Shall the Town of West Tisbury be allowed to assess an additional Three Hundred Thousand Dollars (\$300,000) in real estate and personal property taxes for the purpose of funding operating expenses and capital expenditures for the fiscal year beginning July First 2021.

ARTICLE 1: To elect the following Officers on the Official Ballot:

- Moderator (One year term)
- Town Clerk (One year term)
- Tree Warden (One year term)
- Selectman (Three year term)
- Library Trustee (vote for 2) (Three year term)
- Assessors (Three year term)
- Board of Health (Three year term)
- Constable (One year term)
- Finance Committee (vote for 1) (Three year term)
- Finance Committee (vote for 1) (Two year term)
- Parks and Recreation (vote for 2) (Three years term)

Commented [111]: Seems best to remove this Article 1, as it serves no purposes here. There will be a separate warrant with this item. If you believe it is best to leave it in, then add to the first paragraph above, act on the articles of this Warrant "with the exception of Article 1"

ARTICLE 2: To see if the Town will vote to Raise and Appropriate such sums of money as may be necessary to defray Town Charges and Expenses for Fiscal Year 2022.

(See the Budget published in the Town Report.)

(RECOMMENDED 4-1)

PASSED AS AMENDED Line item 1225-110 reduction in the selectmen's budget by \$5,000.00 and line item 141-5305 reduction in the assessor's budget by \$15,000.00. Total budget reduced by \$20,000.00 to \$20,310,352.00

ARTICLE 3: To see if the Town will vote to amend the Personnel Bylaw at Section 27.4 (Seasonal Pay Schedule) to reflect the increase in the Massachusetts minimum wage to \$13.50, that went into effect on January 1, 2021, to be effective immediately. The new seasonal wage scale is shown below.

**Seasonal Wage Scale
Section 27.4**

Grade		Step 1	Step 2	Step 3	Step 4
1	Hourly	13.50	14.18	14.89	15.63
2	Hourly	13.92	14.62	15.35	16.12
3	Hourly	15.65	16.43	17.25	18.11
4	Hourly	17.57	18.45	19.37	20.34
5	Hourly	19.94	20.94	21.99	23.09
6	Hourly	23.98	25.18	26.44	27.76
7	Hourly	25.35	26.62	27.95	29.35

(RECOMMENDED 5-0)

PASSED UNANIMOUSLY

ARTICLE 4: To see if the Town will vote to amend the Personnel By-law at Section 27.3 (Year Round Pay Schedule and Section 27.4 (Seasonal Pay Schedule) to reflect a wage adjustment of 1.8% effective July 1, 2021. **(RECOMMENDED 5-0)**

PASSED UNANIMOUSLY

ARTICLE 5: To see if the Town will vote to amend Personnel Bylaw at Section 27.1 to move the Highway Foreman position from Grade 5 to Grade 6 on the Year Round Classification Plan; and further, to Raise and Appropriate the sum of Three Thousand Nine Hundred Fifteen Dollars (\$3,915) to add to the Highway Personal Services FY 2022 budget line (422-5120) due to this change in classification. **(RECOMMENDED 5-0)**

PASSED UNANIMOUSLY

ARTICLE 6: To see if the Town will vote to transfer the care, custody, management and control of Town owned land located at 401 State Road, West Tisbury (Map 11, Lot 18) to the West Tisbury Affordable Housing Committee for development and use as affordable housing and further, to authorize the Affordable Housing Committee to sell, ground lease, or otherwise dispose of the parcel for affordable housing purposes. **(2/3 VOTE REQUIRED, RECOMMENDED 5-0)**

PASSED YES 153 NO 57

ARTICLE 7: To see if the Town will vote to Raise and Appropriate the sum of Thirty Thousand Dollars (\$ 30,000) to be put toward the purchase and equipping of All Wheel Drive Police Cruisers. *Note: This sum will be added to the remaining balance appropriated in Article 8 of the 2020 annual town meeting and will allow for the purchase of a vehicle in FY2022.* **(RECOMMENDED 5-0)**

PASSED

ARTICLE 8: To see if the Town of West Tisbury will Raise and Appropriate the sum of Thirty Five Thousand Three Hundred Ninety Two Dollars (\$35,392) of the Town's proportionate share of the Fiscal Year 2022 maintenance cost of the State-funded development and upgrades of the Dukes County Regional Emergency Communication Center and Radio System, such share based on the apportionment formula equal to an average of 16.67% fixed share of Island-wide maintenance costs of \$250,282 plus 11.62% variable share of such costs based on dispatch volume, for an average share of 14.14% for the annual payment of such costs under the Cooperative Agreement for Emergency Communications and Dispatch Services. The funding is contingent on all Island Towns paying for such maintenance costs in Fiscal Year 2022 according to their agreed upon proportionate shares. **(RECOMMENDED 5-0)**

ATTACHMENT B

[Type here]

**OUTLINE SPECIFICATIONS
WEST TISBURY COMMUNITY HOUSING PROJECT
401 State Road**

DIVISION 1: GENERAL REQUIREMENTS

1.1 GENERAL CONDITIONS

These specifications are in addition to the concept plan and septic design and provide additional information concerning the buildings and related site for the seven (7) or eight (8) apartments at 401 State Rd. in West Tisbury, MA Assessor Parcel Map 11-18. One or two units of 1 bedroom (refer to as Unit A) is intended to be universally handicapped livable. Clearances, fixtures, hardware and other aspects should be checked by General Contractor and implemented for accessibility.

The Town of West Tisbury Affordable Housing Committee shall be the designated Town representative for this project. They shall refer to herein as Lessor.

The RFP Bid winner _____ shall be referred herein as Lessee.

The General Contractor is _____ (referred to herein as Contractor). All work shall conform to Massachusetts State Building Code the Town of West Tisbury Zoning Bylaws and the Order of Conditions set forth by the West Tisbury Zoning Board of Appeals and/or West Tisbury Planning Board as well as Martha's Vineyard Commission if so required. The Outline Specifications, along with the plans referred to above, become part of the Construction Contract.

Lessee/Contractor is to provide all necessary on-site supervision of all trades to execute the described scope of work.

Lessee/Contractor is responsible for temporary and permanent utilities cost during construction.

Lessee/Contractor is responsible for shoring required by excavation.

Lessee/Contractor is responsible for providing materials and labor to ensure a completed project based on drawings and specifications.

Lessee/Contractor is to include all general construction costs such as rubbish disposal, telephone, fax and delivery costs.

Lessee/Contractor is responsible for maintaining on-site utilities.

Temporary protection; protection in-place construction and stored material from the weather, including wind, hail, rain and snow.

Where there is contradiction between the drawings and the specifications the stricter tighter quality method or material shall apply.

1.2 Special Conditions

The Lessee/Contractor shall carry General Liability (\$1,000,000.00) and complete Worker's Compensation Insurance for all people employed on the jobsite.

All subcontractors employed on this project must carry a minimum of \$500,000.00 General Liability Insurance and, if they have employees, complete Worker's Compensation coverage.

The Lessee/Contractor shall carry all property related insurance for work-in-progress and construction materials on site, and the Lessee shall be a named insured on the Builder's Risk Policy.

Lessee/Contractor will attempt to use energy and resource efficient systems and materials, and will attempt to specify low-toxicity materials throughout.

The Lessee/Contractor will guarantee all work for a minimum of one year from the date of substantial completion and acceptance by the Lessor. The following components will have longer warranty periods: Windows and glazing will be fully guaranteed for two (2) years. All window parts will be guaranteed for

[Type here]

ten (10) years and glass will be guaranteed against seal failure for twenty (20) years. The Lessee/Contractor will attempt, as much as possible, to employ environmentally responsible construction methods and to minimize resource depletion and waste brought to local landfills. Careful purchasing of materials, recycling of construction debris where possible, and use of materials which use recycled or reconstituted material will be encouraged throughout the project.

1.3 Permits and Fees

The Lessee/Contractor will be responsible for acquiring all necessary permits, complying with the terms of such permits, and successfully completing all necessary inspections.

1.4 Clean Up, Disposal

The Lessee/Contractor will have the premises professionally cleaned at completion to prepare the building/s units for occupancy, including complete house cleaning and window washing. The site shall be fully cleaned of all construction debris.

1.5 Project Closeout and Post Occupancy

All subcontractors will be responsible for taking care of their own waste and debris. Dumpsters should be provided, but subcontractors will be responsible for separating trash and waste as directed by the jobsite foreman, respecting all site constraints, and leaving both the site and building clean and free of debris.

Closeout submittals will include the following

Operation and maintenance data and manuals including the following:

Ventilation system

Heating system

Potable water system

Electric power, telephone and cable service

Lighting and Light bulbs

Appliances

Paint and finishes

Tiles and other flooring

Solar panels or other "green" energy systems if applicable

Warranties

Massachusetts New Homes with Energy Star certification

Keys and keying schedule (when appropriate)

Spare parts, maintenance materials, and extra materials as necessary

Evidence of compliance with requirements of governmental agencies having jurisdiction, including:

Occupancy Permit

Recorded documents

Construction photographs of all roughed walls and ceilings prior to drywall, keyed to plans, in the form of "roughing books"

Lessee/Contractor or appropriate subcontractor of installation will instruct the Management Team in the proper operation and maintenance of systems, equipment and similar items which are provided as part of the Work.

Systems Start Up: The Lessee/Contractor shall orchestrate complete start-up of systems and instruct Management personnel in proper operation and routine maintenance of all systems and equipment, or have appropriate subcontractors do so.

[Type here]

Punch List: The Contractor shall provide one punch list at substantial completion of any incomplete construction items prior to final cleaning and occupancy.

1.6 Submittals

Contractor is responsible for submitting manufacturer's data on the following:

- Manufactured windows and doors
- Insulation
- Light Fixtures
- Plumbing fixtures
- HVAC and HRV systems
- Solar systems or other "green" systems if applicable

1.7 Substitutions

Once Contractor's final outline specifications have been approved by the Lessee no substitutions shall be made for specified products without approval from the Lessee.

When a substitution is proposed, the Contractor is to provide sufficient information to enable the Lessee to make comparison between the specified product and the proposed product.

Lessee is entitled to make substitutions. Additions or credits in project costs and time shall be determined by the following process:

Contractor indicates proposed substitutions

Contractor will provide a written proposal of changes which includes:

1. Lessee's costs, without a markup, of material before change and after change.
2. Cost of labor before change and after change.
3. Incidental credits or expenses related to change.
4. Tabulation of overhead and profit percentage.

Overhead and profit percentages will remain the same for changes. A credit will receive the same percentage as an addition receives.

1.8 Warranty on Billable Work

Contractor will guarantee all work for a minimum of one year from the date of substantial completion and acceptance by the Lessee. Warranty Repair approximately 30 days prior to expiration of the comprehensive warranty, Contractor will schedule an appointment with the Lessee and return to the project if there are any items to be corrected by the Contractor under the terms of the comprehensive one-year warranty. Contractor shall make repairs listed within 30 days of the Lessee's (issuance of the Warranty Repair List', unless otherwise agreed by the lease. During the one-year period between substantial completion and warranty expiration, Contractor will make warranty repairs and adjustments on an as needed basis.

Windows, doors and related hardware will be guaranteed as per manufacturers' warranties.

1.9 Energy Efficiency

Contractor will be responsible for the following

- Meet Massachusetts Building Code and Town of West Tisbury Building Stretch Code

DIVISION 2: SITEWORK

2.1 Surveying and Layout

Survey will be provided by Vineyard Land Surveying and Engineering.

Well design and install shall be Lessor's responsibility. Septic design shall be included with RFP request for Lessee.

[Type here]

Lessee/Contractor to call Dig-safe to verify the precise location of all utilities on site prior to initiating excavating activities. Lessee/Contractor shall protect utilities throughout construction.

2.2 Site Protection

Protection of existing landscape features a 50 foot no disturbance zone from property borders (with the exception of drive ways into property, well and septic) will be maintained by the Lessee/Contractor and generally protecting specific plants and other natural features as required for the preservation during construction, and clearly delineated on-site, as indicated by the Lessor.

Lessee/Contractor shall prevent the loss of soil during construction by storm water runoff and/or wind erosion, including protection of topsoil stockpiled for reuse.

Lessee/Contractor shall prevent sedimentation of wetlands, streams and lakes.

Lessee/Contractor shall prevent pollution of the air with dust and particulate matter.

Protect existing landscape and natural features as required for their preservation during construction.

All natural areas should be treated as finished landscapes unless otherwise indicated to minimize disturbed area and all existing vegetation not to be removed to be protected against unnecessary cutting, breaking or skinning of roots or bark.

Silt fencing will be installed as necessary to prevent erosion.

Protect trees from vehicle traffic and parking of vehicles by keeping vehicles outside of drip line of trees.

2.3 Site Clearing and Preparation

Efforts shall be coordinated between Landscaper and excavation contractor.

Clearing shall be done with minimal site impact. Keeping in mind the no disturb zone. This includes removal of trees, shrubs, groundcovers according to site plan and field markings.

4

2.4 Excavation and Backfill

This shall include excavation as required for new construction, sub-grade fill, footings, foundations, wells, septic and underground utilities trenches from street to buildings.

Contractor to promptly notify of any unexpected sub-surface conditions.

Excavation to be done according to site plan and elevation benchmarks, which shall be to 2 inches below top-of-footings.

Foundations (no basements only slab or crawl space) will be backfilled with clean well-draining sand.

Footings shall be clean fill from below footings.

Excess fill not suitable for road and parking areas is to be removed from site to minimize onsite storage.

2.5 Trenching

Trenching to include the supply and burial of the following utilities in this order:

Water service at 4 ft. minimum below finish grade from foundation to new well(s) with appropriate tie-in

Septic service pipes pitched to drain per approved plan

Electric power from existing transformer at 3 ft. minimum below finish grade.

Lessee/Contractor to coordinate subcontractor installation of site utilities, and locations for trenches.

Site utilities will be installed according to a coordinated overall plan.

2.6 Road and Parking

Road and Parking should follow the Design plan submitted by developer. Driveway and parking should be situated where it will have the least impact on neighbors. Lessee will be responsible for design to be included with RFP response. These plans should follow current Town rules and laws. Final approval from the West Tisbury Planning Board Road Inspector and the West Tisbury Fire Chief of the plan's road

[Type here]

and apron details will be required. All roadways and drivable paths to have a minimum 6-inch base of compacted suitable fill.

All roadways and drivable paths to have a minimum 2-inch sand hardener surface.

Parking spaces shall be provided according to Town standards.

2.7 Site Grading

Lessee/Contractor to provide elevations and transitions. Sub-grading to be completed according to site plan, using soils recovered from on-site excavation and set 6 inches below final/finished grade.

Grade to be raised as appropriate to allow for drainage away from building/s.

Finish grade shall be completed after building/s exterior is completed. Care must be taken so that compaction of finished grading layer does not occur by vehicle or personnel. Utilize stockpiled topsoil, ensuring that only clean, loose topsoil with maximum grain size of 1 inch utilized. Amend the stockpile with organic composted material (brown or black color with no unpleasant odor). Import equivalent topsoil as needed. Grade topsoil for final finish grade.

Include final grading and utility trenches, septic tanks, and septic field.

2.8 Land Clearing

Land clearing to be designed and coordinated by Lessee/Contractor keeping in mind the 50-foot setbacks.

Hardwood to be cut to firewood, pine to be removed from site and all limbs and branches to be chipped. This may be used on property by landscaper.

5

2.9 Screening (provide Allowance)

Design plan shall include screening of neighboring properties. As screening may be required it should be included in the design.

2.10 Site Drainage

All drainage directed away from building.

2.11 Walks and Paths

All walkways shall be handicap accessible (meet ADA standards).

Path and ramps to the building shall have pitch of 1:20 maximum for easy wheel chair accessibility.

2.12 Loam

On site loam shall be tilled, stripped and stockpiled for use on site if of sufficient quantity.

On-site loam (if utilized) will be augmented with off-site material, minerals, peat moss, or organic nutrients as necessary.

Sufficient loam will be provided for all disturbed areas to be re-planted.

All areas to be reseeded with lawn or meadow mix to be prepared with 6 inches of loam.

2.13 Lawns

Approved RFP Landscape plans shall be followed blending edges with native plant material.

Lawn shall be loam, fertilizer, lime, and seed (grasses, wild flowers, etc.).

All lawn shall be drought-tolerant.

2.14 Planting Beds

[Type here]

Beds to be prepared as to material, depth, and size according to landscape plans, using loam, fertilizer, mulch and peat moss. Gardening spaces for tenants should be part of design.

2.15 Plantings

Plantings installed per landscaping plan included with RFP response.

Organic planting practices shall be used.

Materials and fertilizers (organic) should include perennials, shrubs and small trees with all plants considered native and at least 90% drought tolerant. Plantings shall be in keeping with existing landscape.

2.16 Miscellaneous Site Work

Lessee/Contractor and Landscape Contractor shall coordinate, thus insuring an integrated approach to construction of the site, as well as understanding of the details, to include:

Pruning, cuttings, clean up, edges, etc.

Meetings, notes, weekly reporting, etc.

2.17 Storage/Shed(s)

Storage areas should be provided for each apartment. It may be located as part of the structure(s) or separate. These shall follow RFP plans submitted.

They shall fit within the development plans.

DIVISION 3: CONCRETE

3.1 Foundation

Complete poured concrete slab or crawl space shall be installed.

Bituminous damp proofing shall be applied to all foundation walls below finish grade.

3.2 Floor Slab and Prep

Concrete contractor will install rigid insulation, vapor barrier and steel mesh, and will be responsible for all slab setup and prep including necessary sand grading and backfill below slab.

Sidewall insulation to be installed by contractor prior to prepping and pouring floor slab.

DIVISION 4; CARPENTRY

4.1 Type of Construction

Building may be modular, stick built or kit.

4.2 Conventional Framing (if applicable)

Framing shall include all floor, wall and roof framing, strapping ceilings, and all necessary blocking. All shared unit walls, ceilings and floors shall have sound proofing.

All framing lumber in contact with ground or concrete to be pressure treated ACQ southern yellow pine.

Waste factor for all framing material will not exceed 10%.

4.3 Exterior Trim and Woodwork

All exterior casings, corner boards, rakes, soffits, light blocks, and details shall be included.

4.4 Porch Frames and Finish

Includes porches and ramps as shown on plans.

4.5 Interior Trim and Finish Work

[Type here]

This shall include all casings, base molding, trim details and closet finish.
All interior woodwork shall be painted or approved equivalent.

4.6 Cabinetry and Countertops

The design plan shall include the cabinetry, etc.

This includes all pre-fabricated kitchen cabinets, built-ins and bathroom vanities.

4.7 Interior and Exterior Stairs and Railings (if applicable)

This includes Main stairs:

Stairways to be housed stringer constructions.

Handrails hung on wall mounted handrail brackets.

DIVISION 5 THERMAL AND MOISTURE CONTROL

5.1 Roofing

Asphalt shingles (30 year) shall be used.

All flashing installed in strict accordance with manufacturer approved detailing, specifications and recommended procedures.

5.2 Siding

Wood shingles shall be used or appropriate equivalent.

5.3 Gutters

Gutters and downspouts shall be installed.

ADS to daylight or to drywells as required.

5.4 Insulation

Insulation shall be sufficient to meet Town of West Tisbury Building Stretch Codes

5.5 Vapor Sealing and Air Sealing

Typical building practices shall be followed taking into consideration West Tisbury "stretch code".

DIVISION 6: DOORS, WINDOWS, SKYLIGHTS

6.1 Doors-Exterior

Exterior doors shall inswing with at least 1 3/4" thickness and strong lock sets.

6.2 Doors-Interior

Interior doors shall be solid core with lock sets.

6.3 Storm and Screen Doors

Screen doors shall outswing.

6.4 Windows

All windows to meet minimum 4 factor per building code.

DIVISION 7: FINISHES

7.1 Walls and Ceilings

Drywall shall be taped, coated sanded and primed one (1) coat.

All waste sheetrock to be separated from other waste, stored dry and recycled.

[Type here]

7.2 Floors

All ground floors shall be handicap accessible (wood, tile, linoleum).
Upper floors shall be carpet, wood or other.

7.3 Painting-Exterior

Exterior doors shall have two (2) coats of latex over factory primer, color shall match windows.

7.4 Painting-Interior

Walls and ceiling shall be prepped, prime vapored and sealed, with two (2) finish coats.
Trim, windows and shelving shall be semi-gloss.
Cabinets shall be touched up only as necessary.
Wood floors shall be three (3) coats of low VOC polyurethane with satin top coat. (If applicable)

DIVISION 8 SPECIALTIES

8.1 Bath Accessories

Bath accessories shall include:

- Towel bars and toilet paper holders
- Medicine cabinet
- Shower rod

DIVISION 9 EQUIPMENT

9.1 Appliances (if applicable for rental units)

This includes the following appliances:

- Refrigerator/freezer-Energy Star
- Range/oven-Energy Star
- Kitchen exhaust hood
- Washer hookup
- Dryer hookup with exhaust vent to the outdoors.

DIVISION 10 SPECIAL CONSTRUCTION

10.1 Storage/Shed (s)

The design presented with RFP shall be followed.

If applicable the design shall include a space for the rental management's use

The space to incorporate trash and recycling bin(s) for residents. May be incorporated into structure(s)

DIVISION 11 MECHANICAL

11.1 Water Supply System

Well design plans and install shall be done by the Lessors. It will be included with RFP invitation.

11.2 Electric

Electric shall be brought from the nearest transformer on pole.

Lessee/Contractor must contact proper utility personnel to proceed.

Electric lines shall run under ground.

11.3 Sewage Disposal System

[Type here]

New septic and field location will be designed by the Lessor and shall be utilized in RFP plans by developer.

The septic design shall be for (11) bedroom capacity.

New septic system shall follow design plans presented with RFP.

11.4 Plumbing

Before plumbing work is done pipe and fixture locations shall be approved by the job foreman.

All waste schedule to be tied to shared septic.

There shall be Radon Mitigation prep work performed for future mitigation system if needed. This may entail installing piping from slab/crawl space to attic for the future.

Exterior frost proof faucets shall be installed for each unit in appropriate locations.

11.5 Heat and Domestic Hot Water

Heating and hot water shall be installed according to plans.

Domestic hot water heater to be 50-gallon electric hot water heater.

Water heater to be provided by plumbing contractor and installed with all piping laid out to minimize hot water runs to bathrooms and kitchen.

11.6 Ventilation

Ductwork, equipment and controls to circulate air to and from heat source for each unit shall be provided.

System exhausts to run from each bathroom, and be balanced so that exhaust flow is proportional to volumes of each exhausted space.

Vent and smooth ductwork for dryer to a point over future dryer location to the outside shall be provided.

9

DIVISION 12 ELECTRICAL

12.1 Service

Electric from the nearest transformer on street to development shall be underground.

Complete 100-amp residential service for each unit will include telephone, cable tv, and electric service community system.

12.2 Wiring

All electrical wiring shall be included.

Devices and cover plates shall be provided.

New main service wire and disconnect shall be installed.

One hundred (100) amp panels in each unit shall be installed. Plus 220 outlet for dryer.

All wiring shall include receptacles, switches/dimmers, installation of fixtures, smoke detectors as required, waterproof receptacles, lamps and bulbs, etc. as required on outside.

Ground fault circuits as necessary.

Wiring for bathroom fans shall be provided.

All wiring and thermostats for heating system and domestic hot water heater.

Wiring for all appliances, including all mechanical systems.

All holes where wiring passes between living space and outdoors shall be sealed.

All dimmers to be slide dimmer with separate on/off switch.

All tasks necessary for completing job, including clean-up and removal of all debris, packaging, etc. shall be performed.

[Type here]

All exterior lighting shall follow the West Tisbury low lighting guidelines.

12.3 Lighting Fixtures

This shall include four (minimum) Energy Star fixtures in each unit per lighting schedule.

12.4 Communications/Entertainment

The following shall be provided:

Wiring for telephone

Cable wiring to outlets in each unit

ATTACHMENT C

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 .5 acres, located at 16 Old Courthouse Road, West Tisbury, MA 02575, shown on West Tisbury Tax Assessor's Map 22 as lot 8, together with any improvements presently thereon, as more particularly shown on a plan entitled "Plan of Land in West Tisbury, Mass. Surveyed for Town of West Tisbury Scale 1" = 20' April 5, 2016 Vineyard Land Surveying & Engineering, Inc." (the "Plan"), attached hereto as [REDACTED] and made part hereof (the "Leased Premises"). For LESSOR's title, see deed recorded with the Dukes County Registry of Deeds in Book 108, Page 286.

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.

3. TERM

3.1 Subject to the termination provisions hereof, term of this Lease shall commence on the date of this Agreement, and continue thereafter for a period ninety nine (99) years (the "Term"); unless sooner terminated pursuant to the provisions within.

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.

Ground Lease – 16 Old Courthouse Road, West Tisbury

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, annual payments to the Town pursuant to the Tax Agreement attached hereto as [REDACTED],

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 the costs of any landscaping and repaving, grading and repairs to and snow removal from any driveways or parking areas located on the Leased Premises;

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 one duplex apartment building 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 October 23, 2019 (the “Disposition Agreement”). The Buildings shall include one 2-bedroom unit and one 1-bedroom unit. The maximum total number of bedrooms is three (3) and there shall be no more than one (1) building in total. One of the units shall adhere to MAAB Group II requirement for accessibility.. All of the ground floor living space in all units shall meet visitability standards, including exterior walkways. The site plan shall include 4 parking 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 one hundred and twenty (120) 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 as follows: one apartment shall be rented to persons or households with incomes at or below one hundred percent (100%) of the Area Median Income (AMI) as established by the U.S. Department of Housing & Development (“HUD”) for Dukes County, Massachusetts, and one apartment shall be rented to 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, 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 [REDACTED] and the form of Apartment Lease attached hereto as [REDACTED] 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.

7. MANAGING
AGENT,
MAINTENANCE

7.1 The LESSEE shall select a managing agent for the Leased Premises (the “Managing Agent”), which shall conduct the tenant selection process, and shall operate and 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 [REDACTED] and made a part hereof.

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. 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.

Ground Lease – 16 Old Courthouse Road, West Tisbury

9. COMPLIANCE WITH LAWS 9.1 The LESSEE acknowledges that no trade or occupation shall be conducted on or in the 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 [REDACTED] (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.
11. ASSIGNMENT, SUBLEASING 11.1 The LESSEE shall not sell, assign, or sublet the whole or any part of the Leased Premises without the LESSOR's prior written consent which shall not be unreasonably 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.
- 11.2 The LESSOR may delegate its obligations, in whole or in part, under this Ground Lease to the West Tisbury Affordable Housing Committee if desired.
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
ENJOYMENT

13.1 Provided that LESSEE complies with the terms hereof, LESSOR covenants 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. INDEMNIFI-
CATION
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:

Ground Lease – 16 Old Courthouse Road, West Tisbury

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 LESSOR
to:

Ronald H. Rappaport, Town Counsel
Reynolds, Rappaport, Kaplan & Hackney
P.O. Box 2540
106 Cooke Street
Edgartown, MA 02539

With a copy
in the case of
notice to
the LESSEE
to:

Caroline R. Flanders, Esq.
Brush, Flanders & Moriarty, LLC
P.O. Box 1317
459 State Road
West Tisbury, MA 02575

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 if 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,
CASUALTY,
EMINENT
DOMAIN

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, 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 LEASE

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.

Ground Lease – 16 Old Courthouse Road, West Tisbury

21. ENTIRE AGREEMENT 21.1 This instrument contains the entire and exclusive agreement between the parties as to the subject matter hereof 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 LAW and SEVERABILITY 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 EFFECT 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/ ESTOPPEL CERTIFICATES 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

Ground Lease – 16 Old Courthouse Road, West Tisbury

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]

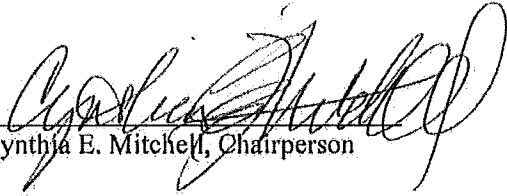
Ground Lease – 16 Old Courthouse Road, West Tisbury

SIGNATURE PAGE OF GROUND LEASE


IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto set their hands and seals this 6th day of Jan, 2021.

LESSOR: Town of West Tisbury

By its Board of Selectmen:


Cynthia E. Mitchell, Chairperson

LESSEE: Island Housing Trust Corporation

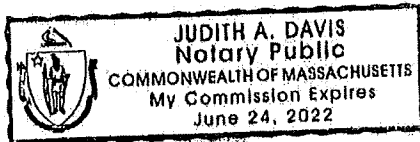
By: 
Its: Executive Director

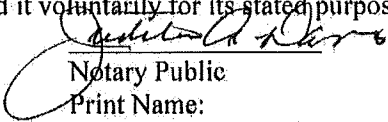
- Exhibit A: Plan
- Exhibit B: Tax Agreement
- Exhibit C: Tenant Selection Criteria
- Exhibit D: Apartment Lease
- Exhibit E: Management Agreement
- Exhibit F: Plans and Specifications

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss

On this 5th day of Jan, 2021, before me, the undersigned notary public, personally appeared Cynthia Mitchell, proved to me through satisfactory evidence of identification, which were Drivers license, to be the person whose name is signed on the preceding document [Lessor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.




Notary Public
Print Name:
My commission expires: 6/24/22

Ground Lease – 16 Old Courthouse Road, West Tisbury

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss.

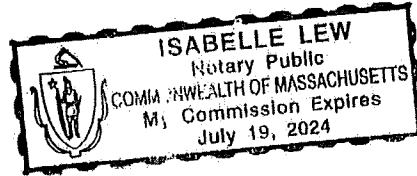
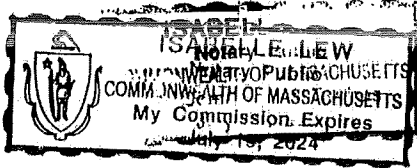
On this 8 day of JAN, 2021, before me, the undersigned notary public, personally appeared Philippe Jardi, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document [Lessee], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Isabelle Lew

Notary Public

Print Name:

My commission expires:



ATTACHMENT D

EXAMPLE
LAND DISPOSITION AGREEMENT

THE TOWN OF WEST TISBURY

AND

ISLAND HOUSING TRUST CORPORATION, INC.

This Agreement is made and entered into this ___ day of _____, 2019, by and among the duly elected **Board of Selectmen of the Town of West Tisbury**, 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 "Town"), and **the Island Housing Trust Corporation**, a Massachusetts not-for-profit corporation having a principal place of business at Vineyard Housing Office, 346 State Road, Vineyard Haven, Massachusetts 02568 and a mailing address of P.O. Box 779, West Tisbury, Massachusetts 02575 ("IHT") (the "Developer").

WHEREAS, IHT was the successful bidder on the Request for Proposals issued by the Town for the construction of a duplex apartment building including one 2-bedroom and one 1-bedroom, or if feasible two 2-bedroom units (collectively the "Building", each, an "Apartment") on a parcel of land to be ground leased by the Town to the Developer, containing approximately .5 acres, located at 16 Old Courthouse Road, Assessor's Parcel 22-8, together with any improvements presently thereon, as more particularly shown on a plan entitled "Proposed Site Plan of Land in West Tisbury, Mass. Prepared for Town of West Tisbury Scale 1' = 10' June 12, 2019 Vineyard Land Surveying & Engineering, Inc." (the "Plan"), attached hereto as **Exhibit "A"** and made part hereof ("Property");

WHEREAS, all of the apartments will be constructed by the Developer and the 1-bedroom apartment will be rented to households earning 70% or less of the median income for Dukes County or below and the 2-bedroom apartment will be rented to households earning 90% or less of the median income for Dukes County or below;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- (a) "Approved Lease" shall mean the form of lease approved by the Town.
- (b) "Development" shall mean the Building and related improvements, as more particularly described in the Plans and Specifications, and the land on which said Building and improvements are constructed, said land being more particularly described in the Plan and RFP.
- (c) "Event of Default" shall have the meaning set out therefore in Section 6.1.
- (d) "Ground Lease" shall be the form of ground lease, approved by the Town, executed by IHT and the Town.
- (e) "Major Design and Exterior Elements" shall mean all basic design and construction elements which may not be materially changed by the Developer without the prior written approval of the Town, limited to (i) the location, height, width, length, fenestration, exterior facade materials and any other exterior characteristics which would be readily observable by the general public, and (ii) all open spaces on the Property.
- (f) "Plans and Specifications" shall mean the plans and specifications included in the Proposal, as such plans and specifications may be amended, supplemented or modified from time to time by the Developer, provided that any changes materially affecting Major Design and Exterior Elements shall be subject to the prior approval of the Town.
- (g) "Proposal" shall mean the proposal prepared by the Developer, in response to the RFP, attached hereto as Exhibit "C," the terms of which are incorporated herein by reference.
- (h) "Request for Proposals" ("RFP") shall mean the RFP issued by the Town for the conveyance and construction of the development, the terms of which are incorporated herein by reference; the RFP is attached hereto as Exhibit "B."
- (i) "Tenant" shall mean any person or party who hereafter rents an apartment in the Development.

ARTICLE 2

TRANSFER OF THE PROPERTY

Section 2.1: Covenant of Ground Lease

Subject to all of the terms, covenants and conditions of this Agreement, the Town covenants and agrees to ground lease, and the Developer covenants and agrees to acquire and develop, the Property.

Section 2.2: Condition of Land to be Conveyed

The Town and the Developer covenant and agree that the Property shall be conveyed/ground leased in "as is" condition, free and clear of all tenants and occupants. Notwithstanding the foregoing, however, conveyance is subject to the Developer's satisfactory review of the title to the Property and the Town's title insurance policy, which review shall be completed within 60 days of the date hereof. In the event that the Developer does not wish to accept the ground lease the Developer must notify the Town within such 60 day period.

It is understood and agreed that the Developer shall be responsible for all aspects of developing the project, which includes, but is not limited to, all site work, curb cut, access drive, septic system, water and gas lines, other utilities, and all other activities necessary to complete the project as required in the RFP.

Section 2.3: Time of Ground Lease

The ground lease and delivery of possession of the Property to IHT shall take place within thirty (30) days following satisfaction of the following conditions but no later than [REDACTED] (said date and time to be agreed upon in writing by the Town and the Developer, the "Closing Date"):

- (a) The Plans and Specifications for the Development have been approved by the Town for all the improvements included therein;
- (b) The Developer has furnished evidence satisfactory to the Town that the Developer has the equity capital and commitments for mortgage financing (if necessary) adequate for the construction of the Development in accordance with this Agreement, the Proposal and the Plans and Specifications;
- (c) The Developer shall have obtained all zoning approvals or amendments, special exceptions, land use or special use permits, and all other permits or approvals necessary to commence construction on the Property; provided, however, that Developer in its sole discretion may elect to waive the requirements of this paragraph at any time by written notice of such election to the Town; and
- (d) The Town has approved the form of Lease to be used for the apartments within the Building.

Prior to the ground lease and delivery of possession of the Property, the Developer shall have the right to enter upon the Property for the purpose of (i) applying for any and all necessary permits, approvals, zoning changes or variances (final beyond all appeals or appeal periods) from all federal, state, local, governmental or quasi-governmental authority having jurisdiction of the Property for the construction of the Development; (ii) taking all soil, percolation and any other engineering tests necessary for the construction of the Development; (iii) obtaining all permits and easements for all water, sewer, electricity, gas and other utilities in amounts adequate to service the Development; (iv) preparing plans and specifications, site plans, architectural

drawings engineering and mechanical and layout drawings, and the like, for the construction of the Development, provided that the Developer shall indemnify and save harmless the Town from all suits, actions, claims, damages or losses, reasonable expenses and costs of every kind and description to which the Town may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Developer, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Development in the occupancy and use of the Property.

The Town shall reasonably cooperate with the Developer in the obtaining of all such permits, easements and the like, and shall execute any consents, applications and/or other documents required in connection therewith.

In the event that the Developer is not able to obtain the permits and approvals necessary for the Development despite Developer's due diligence, Developer may terminate this Agreement upon notice to the Town without recourse to either party.

Section 2.4 Instrument of Conveyance

The Town will, on the Closing Date, subject to the terms and conditions of this Agreement, deliver a ground lease for the Property approximately in the form attached to the RFP.

The consideration on the Ground Lease will be \$1.00.

The Developer shall comply with all applicable state and federal laws in performance of service and acceptance of the land from the Town, including, but not limited to, M.G.L. c. 44, §63A, M.G.L. c. 60, §77A and M.G.L. c. 60, §77B.

Section 2.5 Adjustments

Taxes or other assessments or charges allocable with respect to any period after delivery to IHT of the Ground Lease, if any, hereunder shall be paid by the Developer.

ARTICLE 3

RESTRICTIONS AND CONTROLS UPON DEVELOPMENT

Section 3.1: Restrictions on Use

(a) IHT agrees with respect to the Development, and the ground lease shall contain agreements on the part of IHT that:

1. it will devote the Development only to and in accordance with the uses specified in the RFP; and

2. the Apartments will be leased by a tenant lease in accordance with the terms of this Agreement, the RFP and the Proposal.
- (b) It is intended and agreed, and the ground lease shall so expressly provide, that the agreements provided in subsection (a) of this Section shall be agreements running with the land with respect to the Development, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Town, and its successors and assigns, and shall remain in effect as required by the RFP.
- (c) The Apartments shall be leased to eligible recipients; said leases shall contain such covenants and restrictions as are required to ensure the Apartments remain affordable as required by the RFP. The use restrictions on the Property shall be deemed to constitute an "affordable housing restriction" as defined in G.L. c. 184, §§ 31 and 32 so as to be covenants running with the land.

Section 3.2: Improvements and Submission of Plans.

The Town and the Developer agree as follows:

- (a) The Developer will construct the Development in accordance with the RFP, the Proposal, the Plans and Specifications, and the terms of this Agreement. The Development will be constructed in accordance with all applicable state and local regulations and laws, including but not limited to, state and local building codes, the Town of West Tisbury Zoning Bylaw, and the Town of West Tisbury Board of Health Regulations.
- (b) The Developer will be responsible for obtaining the Apartments' inclusion toward the Town's inventory of low and moderate income housing, if desired by the Town.

Section 3.3: Time for Commencement and Completion of Construction

- (a) Subject to the provisions of Section 7.7 hereof, the Developer shall begin the construction of the Development in accordance with the Plans and Specifications by breaking ground not later than sixty (60) days after delivery of the Ground Lease to IHT.
- (b) The Developer shall diligently prosecute to completion the construction of the Development and, subject to the other provisions of this Agreement, shall complete construction of the Development in accordance with the Proposal, and construction shall be completed within [REDACTED] after delivery of the Ground Lease to IHT.
- (c) Prior to the ground lease and delivery of possession of the Property, the Town shall permit the Developer access thereto whenever and to the extent necessary to carry-out the purposes of this Agreement, subject to the terms of this agreement, including but not limited to the indemnity provisions herein.

- (d) It is intended and agreed that the agreements contained in this Section with respect to the beginning and completion of the Development shall be agreements running with the land with respect to the Development.

Section 3.4: When Improvements Completed

The construction of the Building in the Development shall be deemed completed for the purposes of this Agreement when the improvements required of the Developer by the provisions of this Agreement, the RFP and the Proposal have been built substantially in accordance therewith and are ready for occupation, and shall incontestably be deemed completed for the purpose of this Agreement upon the issuance of a Certificate of Occupancy.

Section 3.5: Prompt Payment of Obligations

The Developer shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Developer or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon the Property, provided, however, that the Developer may withhold and contest and/or litigate any such payments owed or claimed to be owed, in connection with the improvements. If the Developer elects to so contest any such payment and a lien arising therefrom is recorded against the Property, then the Developer shall cause the same to be discharged of record within one hundred (120) days after the date of recording the same, either by payment, deposit or bond. If the Developer fails to discharge any such lien within such period, such failure shall constitute an Event of Default hereunder. Neither this provision, nor any other provision of this Agreement, shall be construed to create rights in anyone who is not a party to his Agreement.

Section 3.6: Access to the Property by Town and Town Personnel

For so long as the Developer leases any of the Property, the Developer shall from time to time at all reasonable hours, give to the duly authorized representatives of the Town and the Town, reasonable access, with notice, for inspection purposes to any and all portions of the Development (exclusive of Apartments following rental thereof) including all open areas surrounding the same. The Town shall have access during normal business hours to all books and records of the Developer and the Development in order to monitor the Developer's Compliance with this Agreement.

ARTICLE 4

TRANSFER AND MORTGAGE OF DEVELOPER'S INTEREST

Section 4.1: General Terms Relating to Transfer of Interest in Property by Developer

- (a) Except as provided in Article 5 and subsection (b) below, no interest or portion thereof in the Development shall be transferred, or caused or suffered to be transferred, except as provided in Section 4.1(b) or Section 4.2 hereof, without the written approval of the Town. The Developer shall advise the Town of any and all such proposed changes in ownership.
- (b) Notwithstanding the terms and conditions of the aforesaid subsection (a), subsection (c) and Section 4.2 to the contrary, the Town hereby expressly acknowledges and consents to a transfer and assignment at any time by the Developer upon written notice to the Town, of all or part of its right, title and interest (i) in this Agreement and (ii) in the Property to any entity that is controlled by the Developer or to any financial institution such as a bank, trust company, insurance company, pension fund, mortgage company or investment company providing construction or permanent financing for construction of the Development, on terms approved by the Town.
- (c) The Developer agrees that it will not, after delivery of the Ground Lease, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or portion thereof, or in this Agreement, except (i) as provided in Section 4.2 hereof, (ii) for the entering into and performance under leases for the Apartments in the Development pursuant to the terms hereof, and (iii) for construction, utility and other easements and agreements, including, without limitation, agreements relating to the Development.

Section 4.2: Mortgage of Property by the Developer

Notwithstanding any other provision of this Agreement and subject to the consent and approval of the Town, the Developer shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, by way of a bona fide mortgage to an institutional lender to secure the payment of any loan or loans obtained by the Developer to finance the development, construction, repair or reconstruction of any of the improvements required to be constructed by the Developer on the Property as contemplated by the RFP, the Proposal and this Agreement. Any such mortgage shall be expressly subject to this Land Disposition Agreement.

The holder of any such mortgage or its designee (including a holder, or its designee, who obtains title to the Property or any portion thereof by foreclosure or action in lieu thereof) shall be obligated by this Agreement to construct or complete the Development in accordance with the terms of this Agreement, the RFP and the Proposal.

ARTICLE 5

PROVISIONS RELATING TO MARKETING AND RENTAL OF THE APARTMENTS

Section 5.1: Rentals

In compliance with all applicable ordinances, statutes, regulations or requirements of regulatory authorities having jurisdiction, the Developer will undertake and diligently pursue a program for the marketing and selection of Tenants.

The marketing process plan and tenant selection plan must be submitted to the Town for review and approval. In addition, the Developer shall consult with the Town to ensure that the proper documents are used to ensure long-term affordability of Apartments. All such documents must be approved by the Town.

The completed Apartments will be rented to tenants meeting the income levels set forth in the RFP.

Section 5.2: Eligible Tenants

It is expected that the Developer pursuant to the Marketing Plan shall find eligible tenants within thirty (30) days from completion of construction of the Apartments.

If the Developer fails to find eligible tenants within thirty (30) days from the date of said construction completion, then the Developer shall meet with the West Tisbury Affordable Housing Committee to review the Marketing Plan and shall conduct such additional outreach or marketing efforts as shall be determined by said committee.

ARTICLE 6

**RIGHTS, REMEDIES AND PROCEDURES IN THE
EVENT OF A BREACH BY DEVELOPER**

Section 6.1: Consequence of Breach by Developer with Respect to Commencement and Completion of Construction, or Unauthorized Transfer of Interest

If, prior to completion of the Development:

1. the Developer shall fail to perform its obligations under this Agreement with respect to commencement, diligent prosecution, or completion of construction of the Development; or
2. there is, in violation of Sections 4.1(a) or 4.1(b) or 4.1(c) of this Agreement, a transfer of the Property or any part thereof;

then, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have thirty (30) days from the receipt by it of such written notice to cure such failure or violation (or if such failure or violation cannot be cured within one hundred twenty (120) days, to commence to cure the same within said period

and diligently to proceed thereafter to complete such curing). If the Developer does not cure such failure or violation within the aforesaid periods (or within such extended period of time as may be approved by the Town), the Town shall give a second notice (the "Second Notice") of such failure or violation and the expiration of the grace period to Developer and to each of the mortgagees, holders of construction loan agreements and/or lenders from whom the Developer has obtained loans for development operations, if any.

- (a) If the Developer does not cure such failure or violation within the aforesaid periods and if the holders of record of construction loan agreements and/or mortgages do not exercise their rights to cure such violations or failure (as provided in Section 6.3 hereof), an Event of Default shall be deemed to exist.

The Town may invoke the remedies hereunder on account of an Event of Default under this Article at any time within a five month period after the date of the Second Notice provided that at the time such remedies are invoked such Event of Default shall continue. Failure of the Town timely to invoke such remedy shall be deemed a waiver of such Event of Default.

- (i) If an Event of Default relating to the Development occurs prior to the commencement of any substantial construction of the Development (demolition and surface site work shall not be considered substantial construction, but the good faith commencement of excavation, foundation and other subsurface work shall constitute substantial construction), then the Town's sole remedy shall be to cause a reconveyance of the Property to the Town pursuant to this Section 6.1 and the related provisions of this Article, and this Agreement shall terminate without recourse to the parties;
- (ii) If an Event of Default relating to the Development occurs after commencement of substantial construction of the Development, then the Town's sole remedy shall be to institute such action and proceedings as may be appropriate against the Developer, including actions and proceedings to compel specific performance and money damages.

To the extent that the Town invokes the remedy provided in clause (i) above, the Developer shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Town without cost to the Town, by Termination of Ground Lease, provided that such reconveyance shall be subject to any existing loan agreements and mortgages thereon permitted under this Agreement. If the Developer shall fail so to reconvey, the Town may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses and costs by the Developer. This does not preclude the Developer or any mortgagee from seeking injunctive relief, and the Town will cooperate with the Developer or any such mortgagee in seeking a speedy trial. The rights and remedies of any mortgagee under this Agreement shall not be limited or reduced by the fact that

any such mortgagee may have an equity interest in the Property, the Development or any part thereof.

In the event of an Event of Default under clause (i) above, the Town also shall have the right, after ten (10) days' prior written notice to the Developer, to seek a judicial determination of the Town's right to re-enter and take possession of the Property and to terminate (and revert in the Town) the estate conveyed by the Ground Lease to the Developer, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Ground Lease shall contain, a condition subsequent to the effect that in the event of an Event of Default, and upon giving notice to the Developer and obtaining the judicial determination indicated above, the Town at its option, may declare a termination in favor of the Town of the title, and of all the rights and interest of the Developer, and any assigns or successors in interest in the Property, shall revert to the Town; provided, that such condition subsequent and any reverting of title as a result thereof in the Town shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages.

Section 6.2: Notice of Breaches to Mortgagees

If the Town gives written notice to the Developer of a default under this Agreement, the Town shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. Failure to provide any such mortgage with a copy of a notice of default shall render such notice invalid and ineffective. To facilitate the operation of this Section, the Developer shall at all times keep the Town provided with an up-to-date list of names and addresses of mortgagees and holders of construction loan agreements from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the Town of its address and request that the provisions of Section 6.4 hereof as they relate to notices apply to it. The Town agrees to comply with any such requests.

Section 6.3: Mortgagee May Cure Breach of Developer

If the Developer has received notice from the Town of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefore, the holders of record of mortgages on the Property as permitted under this Agreement shall be entitled to notice from the Town stating that the Developer has failed to cure any such default, and shall have the right to cure any such breach upon giving written notice of their intention to do so to the Town within forty-five (45) days after such holder receives such notice of failure to cure, and said mortgagee shall thereupon proceed with due diligence to cure such breach. Any cure of a breach hereunder by a mortgagee shall be deemed a cure of said breach by the Developer.

If any mortgagee elects so to cure any breach, a reasonable extension of time for performance will be granted by the Town to enable the mortgagee, and its transferee, to obtain possession and control of the Property, or portion thereof in question, by foreclosure or otherwise, and to correct such breach.

Section 6.4: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or shall violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided, however, that the remedies prescribed in Section 6.1 hereof for the defaults therein described respecting reconveyance are exclusive and that no other rights of the Town to reconveyance are contained in or to be implied under this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Section 7.1: Obligations and Rights and Remedies Cumulative and Separable

Subject to the provisions of Section 7.10, the respective rights and remedies of the Town, and the Developer, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 7.2: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Developer is submitted by it to the Town, and the Developer has been notified in writing by the Town that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Town with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent, approval, authorization, determination, satisfaction, waiver or other action of the Town is provided for or required hereunder, such consent, approval, authorization, determination, satisfaction, waiver or other action shall not be unreasonably withheld. If any such consent, approval, authorization, determination, satisfaction, waiver or other action is not given within thirty (30) business day after receipt of notice from the Developer (which notice shall clearly indicate that the Town has thirty (30) business days in which to act), notwithstanding Section 7.4 hereof, the Town shall thereupon be deemed to have acted upon the issue in question in a manner favorable to the Developer.

Section 7.3: Severability of Provisions

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the requirements of applicable laws.

Section 7.4: Approvals and Notices

Except as otherwise specifically provided in this Agreement whenever under this Agreement consents, approvals, authorizations, determination, satisfactions, waivers or other actions are required or permitted, such approvals, authorizations, determinations, satisfactions, waivers or other actions shall be effective and valid only when given in writing signed by a duly authorized officer or Selectmen of the Town or Developer, and shall be deemed given when delivered by hand or when mailed by registered or certified mail, postage pre-paid, return receipt requested to the principal office of the party to whom it is directed, provided that such notice is delivered, or tendered for delivery, in the normal course, which offices are as follows:

Developer: Island Housing Trust Corporation
 Attn: Philippe Jordi
 P.O. Box 779
 West Tisbury, MA 02575

Town: Town of West Tisbury
 Attn: Board of Selectmen and Affordable Housing Committee
 P.O. Box 278
 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

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned, provided that such notice is delivered, or tendered for delivery, in the normal course.

Whenever any approval, authorization, determination, satisfaction, waiver or other action is required of the Town pursuant to this Agreement and is assented to by the Director by instrument duly signed, this shall be deemed conclusive evidence of compliance with this Agreement.

Except where otherwise expressly stated to the contrary, the term "days" as used in this Agreement shall be deemed to refer to calendar days.

Section 7.5: Incorporation of Proposal

The Developer agrees that the terms, provisions and obligations set forth in the Proposal are incorporated herein by reference and any failure to perform or comply with the said terms, provisions and obligations shall constitute a breach of this Agreement.

Section 7.6: Captions

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 7.7: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the grant and ground lease and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the ground lease and the delivery of possession of the Property to the Developer.

Section 7.8: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Town, nor the Developer, as the case may be, shall be considered in breach of or default in its obligations hereunder in the event of unavoidable delays in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, litigation, freight embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the even of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay, provided that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay in calculating the length of the delay. The Town shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppages as well.

Section 7.9: Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Developer and the public body or bodies succeeding to the interests of the Town, and to any subsequent grantees of the Property, except as otherwise expressly provided herein.

Neither the Developer nor any successor in title to the Property shall be liable for any breach accruing after the period during which it was owner of the Development.

Section 7.10: Amendment of Proposal

No modification or amendment to any provisions of the Proposal shall be effective with respect to the Property, unless such modification or amendment of the Proposal has been consented to by the Developer and everyone entitled to be given notice under Section 6.2 prior to becoming effective with respect to the Developer.

Section 7.11: Waiver

Any right or remedy which the Town or the Developer may have under this Agreement, or any of its provisions, may be waived in writing by the Town or the Developer, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived, and no waiver by the Developer or a right under Section 6.2 shall be effective unless approved in writing by everyone then entitled to be given notice under Section 6.2.

IN WITNESS WHEREOF, as of the day and year first above written, the parties hereto have caused this Agreement in counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

TOWN OF WEST TISBURY

By its Board of Selectmen:

J. Skipper Manter, Chairman

Cynthia E. Mitchell

Richard Knabel

ISLAND HOUSING TRUST CORPORATION

By:

Its: Executive Director

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____ (name of document signer), Selectman of the Town of West Tisbury, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____ (name of document signer), _____ of the 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 or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ATTACHMENT E

Dukes County Regional Housing Authority
LEASE AGREEMENT

Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The **Dukes County Regional Housing Authority** (referred to herein as DCRHA) leases to

(Tenant) _____

(The leased premises) _____ with _____ bedrooms

Beginning _____ for a period of one year or until termination as provided herein.

Accessible Unit (if checked) Tenant requests an accessible unit

The following persons, together with Tenant, are the members authorized to occupy the leased premises:

_____	_____
_____	_____
_____	_____

No other person may occupy the leased premises overnight for more than a total of fourteen (14) nights in any twelve (12) month period without DCRHA's written consent, as provided in Section V of this lease. The words "overnight" and "nights," as used in this lease include daylight hours if the person regularly sleeps during the day rather than at night.

Section II. RENT and SECURITY DEPOSIT

(A) Amount and Payment of Rent

Tenant shall pay the monthly rent of \$_____ in advance on or before the first (1st) day of each month beginning_____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis.

During the term of this lease DCRHA shall accept as rent all payments which Tenant designates as rent. The acceptance of such rental payments by DCRHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease.

(B) Security Deposit

Tenant shall pay a security deposit upon executing this lease for the amount of \$_____, which shall not exceed one month's rent. DCRHA will handle this security deposit in accordance with the applicable Massachusetts General Laws.

(C) Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Tenant shall fail to pay all or any part of the rent within ten (10) days of its due date, the DCRHA may declare the unpaid rent delinquent and issue a Notice to Quit. Prior to issuing such notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the DCRHA shall provide the Tenant with an opportunity to discuss in accordance with the DCRHA Rent Collection Policy.



(D) Overhoused Households

In the event that the size of Tenant's household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the Tenant Household is determined to be overhoused, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, DCRHA shall offer to lease such smaller unit to Tenant who shall have thirty (30) days within which to sign a new Lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, if Tenant shall have failed or refused to transfer to a unit of appropriate unit size offered by DCRHA, Tenants lease will be terminated.

Section III. ELECTRICITY, HEATING FUEL AND GAS

DCRHA shall pay for water and sewer.

Tenant shall pay the cost of the following if checked by DCRHA and initialed by Tenant:

Electricity [initials:] Heating Fuel [initials:] Gas [initials:]

Cable and telephone costs will be paid by Tenant.

Section IV. ANNUAL REDETERMINATIONS OF RENT

(A) Annual Redetermination; Tenant's Obligation to Submit Verified Information

DCRHA shall re-determine Tenant's monthly rent, once annually in accordance with applicable regulations or authorizations. At some properties, if Tenant's income exceeds the maximum allowed, the Tenant will no longer be eligible for occupancy.

Notice of a re-determined rent shall contain the following information:

1. The rental amount and the date when it will be effective:
2. The calculation of Tenant's monthly gross household income and monthly net household income used by DCRHA:

3. Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error. For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) days after a request from DCRHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Tenant and Tenant's household. Tenant shall also provide authorization for DCRHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

(B) Expiration of Lease

After the expiration of this lease, a new lease may or may not be offered to the Tenant. A new lease period may begin when and if the parties agree on new lease terms. Tenants will be given at least a thirty (30) day notice stating whether a new lease will be offered via a lease addendum, and if so, the terms of the proposed new lease.

Section V. OCCUPANCY AND USE OF LEASED PREMISES

(A) Tenant and Household Members

Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least eleven (11) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of eleven (11) months during any



twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure to occupy.

(B) Guests

Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on DCRHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of fourteen (14) nights in any twelve (12) month period without DCRHA's approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies DCRHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys DCRHA property, among its remedies DCRHA may require that the Tenant shall pay the cost of repair or replacement.

Tenant shall notify DCRHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by DCRHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for DCRHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but DCRHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Tenant or of a household member, other than a personal care attendant, shall be deemed to be a guest.

(C) Personal Care Attendant

In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an additional household member pursuant to Section XII of this lease prior to his or her residing in the leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at DCRHA's request shall verify that he or she is working full-time as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

(D) Remaining Members of a Household

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is current in his or her financial obligations to DCRHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with DCRHA. In the event of divorce or separation

between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by DCRHA.

(E) Appropriate Unit Size: Maximum Persons

The leased premises are to be considered of appropriate unit size so long as Tenant, other household members, and any full-time, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of DCRHA housing programs for the property. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code and any applicable local codes to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

Section VI. TRANSFERS

(A) Decreases in Household Size

In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, DCRHA shall offer to lease such unit to Tenant upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to DCRHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding. Tenant shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Tenant shall vacate the leased premises. Decreases in household size require notification to DCRHA.

(B) Increases in Household Size

In the event that one or more household members are added to this lease as provided in Section XII and as a consequence the appropriate unit size for the household increases, DCRHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to DCRHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding. **Increases** in household members requires the advance written approval of DCRHA.

(C) Transfers for Modernization Work

In the event modernization work is to be undertaken involving the leased premises, DCRHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have thirty (30) days within which sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Tenant shall vacate the leased premises.

(D) Other Reasons for Transfer

DCRHA may approve an application for transfer pursuant to applicable state regulations and/or required authorizations of DCRHA programs or policies applicable to the property.



Section VII. HAZARDOUS CONDITIONS

(A) Report and Repair of Hazardous Conditions

Tenant shall immediately report conditions that are imminently hazardous to the life, health or safety of the Tenant's household. If, as a consequence of damage to the leased premises or the building of which it is part, DCRHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by the Tenant, other household member or guest, the cost of repairs shall be charged to and paid by Tenant.

(B) Temporary Alternative Accommodations During Prolonged Repairs

If such imminently hazardous conditions exist, DCRHA shall offer alternative temporary accommodations. Tenant shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

(C) Abatement of Rent During Prolonged Repairs

If such imminently hazardous conditions exist, DCRHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

Section VIII. DCRHA OBLIGATIONS

DCRHA has the following obligations:

(A) Initial Condition of Leased Premises

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code and any applicable local codes.

(B) Heat

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack of/inadequacy of heat.

(C) Hot Water

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

(D) Extermination

To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

(E) Maintenance of Structural Elements

To maintain the structural elements of the building containing the leased premises.

(F) Maintenance of Common Areas

To maintain the common areas of the building open to the household.

(G) Appliances

To provide a stove and the following additional appliances if any, in safe condition and working order at initial occupancy: _____

(Specify any additional appliances to be provided by DCRHA)

(H) Locks

To provide one (1) set of keys to premises. To rekey locks or provide new locks promptly upon request of a household member who has obtained a restraining order which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

(I) Notice of Tenant's Right to Grieve

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by DCRHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

(J) Emergency Repairs

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

(K) Non-emergency Repairs

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

(L) Confidentiality of Records

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by State Law and other applicable regulations.

(M) Respect of Tenant's Right to Join a Tenant Organization

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

(N) Copies of Rules

Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

(O) Prompt Redetermination of Rent

To redetermine rents promptly at the time of annual redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

(P) Prompt Processing of Applications for Transfer

To promptly process applications for transfer.

(Q) Prompt Processing of Applications to Add a Household Member

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member.

(R) Eviction Proceedings Against Others

To commence eviction proceedings against another tenant if DCRHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member or guest which has jeopardized the health or safety of Tenant or other household member named in this lease.

(S) Assistance to Victims of Domestic Violence

To provide assistance which the DCRHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

Section IX. TENANT'S OBLIGATIONS

Tenant has the following obligations which are material conditions of Tenant's tenancy:

(A) Payment of Rent

To pay rent as provided in Sections II and IV.



(B) Payment for Utilities

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

(C) Transfer

To transfer to a unit of appropriate unit size because of increases or decreases in household size as provided in Section VI (A) and (B) or because of modernization work as provided in Section VI (C).

(D) Proper Conduct on DCRHA Property

To conduct himself/herself, (and to cause each other household member and any guest of Tenant or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, DCRHA employees, or other persons lawfully on the DCRHA's property.

(E) No Threats, Harassment or Nuisance

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against DCRHA's officers or employees, other residents and others lawfully on the leased premises or on DCRHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on DCRHA property.

(F) No Crimes On or Near the Leased Premises

To refrain from (and to cause each household member or guest to refrain from) any and all criminal conduct in the leased premises, on DCRHA property or in its vicinity (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including DCRHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the DCRHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to: (a) unlawfully caused serious physical harm or unlawfully threatened to seriously harm; (b) unlawfully destroyed, vandalized or stolen property; (c) unlawfully possessed, carried or kept a weapon; (d) unlawfully possessed or used an explosive or incendiary device; (e) unlawfully possessed, sold or possessed with intent to distribute class A, B and/or C controlled substance; and (e) any other conduct considered criminal in MGL.

(G) No Serious Crimes Outside Housing Authority Property

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on DCRHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on DCRHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

(H) No Disturbances or Loud Noise

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the DCRHA's employees. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises which unreasonably disturb or are likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in

common areas, roadways, parking areas or elsewhere on or in the vicinity of DCRHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior which create disturbance or unreasonably loud noise. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of DCRHA or any other person.

(I) Maintaining Clean and Sanitary Condition of Leased premises

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code and any applicable local codes.

(J) Disposal of Garbage and Trash

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by DCRHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner which will not attract rodents or insects or cause offensive odors.

(K) Maintaining Safe Condition of Leased Premises

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on DCRHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant.

(L) Use and Care of Plumbing and Other Utility Services

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage or trash through the drains or the toilet. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary, Tenant shall not attempt such repairs but shall immediately notify DCRHA about the need for repairs. Tenant, household members, and guests shall use any elevator (if applicable) and any common appliance properly.

(M) Damage

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of DCRHA. In the event damage occurs Tenant shall promptly notify DCRHA about the damage and the cause of the damage.

(N) Payment for Damage

To pay the cost of labor and materials reasonably necessary to repair or replace property of DCRHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator (if applicable) or a common appliance; and to make such payment within thirty (30) days following Tenant's receipt of an itemized bill from DCRHA, which may post a list of reasonable standard charges for repair of damage.



(O) Pets Policy

Not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on DCRHA property on a temporary or permanent basis, without the prior written permission of DCRHA in accordance with DCRHA Pet Policy. Assistance or service animals are allowed when such animal assists a person with disabilities and which is needed as a reasonable accommodation to that person.

(P) Major Appliances and Heavy Items

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of DCRHA in accordance with any applicable rules or policies.

(Q) Rules, Policies and Regulations

To comply with the DCRHA Lease, House Rules and Policies (and to cause each household member and each guest to comply with the Lease, House Rules and Policies) established by DCRHA for the property of which the leased premises are a part pursuant to Section XX; and to comply with any other applicable regulations to the property.

(R) Alterations to the Leased Premises

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of DCRHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of DCRHA at the time when Tenant vacates, unless Tenant shall first have deposited with DCRHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of DCRHA to the removal.

(S) Guests

To oversee and supervise the conduct of all guests of Tenant and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section V (B).

(T) Use and Occupancy of the Leased Premises

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

(U) Vacating the Leased Premises

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded. All keys given at occupancy will be returned at termination of tenancy.

(V) Smoke Detectors

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on DCRHA's property; and to notify DCRHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify DCRHA immediately of the need for such replacement.

(W) Access to the Leased premises

To permit access to the leased premises by DCRHA as provided in Section XV and not to replace, add or rekey any locks.

(X) Payment of Constable Costs and Court Filing Fees

To pay the expenses incurred by DCRHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

(Y) Wage, Tax and Bank Match; Social Security Numbers

To participate and cause household members to participate in any wage, tax, and/or bank match system required by DCRHA and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide DCRHA with his or her social security number, and to authorize use of such social security number for use by DCRHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems or similar means of verification.

Section X. TERMINATION OR VOIDING OF LEASE

(A) Termination by Tenant

This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice in the form of a Notice of Intent to Vacate to DCRHA.

(B) Voiding by DCRHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by DCRHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event DCRHA shall determine to use the procedure set out in M.G.L. c. 139 §19, DCRHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to DCRHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

(C) Termination by DCRHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by DCRHA for any of the following reasons:

- (1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.
- (2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.
- (3) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, on DCRHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section IX (F).
- (4) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on DCRHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX(G).
- (5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on DCRHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand or should have known beforehand that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.
- (6) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from DCRHA property, or in the event a household member has been deleted from the lease by Tenant at the request of DCRHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.
- (7) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that DCRHA may provide an exemption for up to six (6)

months if Tenant can establish hardship which prevents an earlier relocation of the household to other housing.



(8) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Y), or to participate in a wage, tax or bank match as required in Section IX (Y).

(9) Failure to supply complete and accurate information in Tenant's application for housing and in the documentation submitted in support of Tenant's application if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for housing; (b) cause for housing Tenant in a smaller unit; or (c) cause for establishing a materially higher rent.

(10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions by DCRHA or applicable programs or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.

(11) Failure to vacate in the event of an increase or decrease in household size or in the event of modernization work as provided in Section VI.

(12) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least eleven (11) months in any twelve (12) month period except as provided in Section V (A).

(13) A guest's staying overnight for more than a total of fourteen (14) nights in a twelve (12) month period without DCRHA's written approval.

(14) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.

(15) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.

(16) Other good cause.

(D) DCRHA's Notice of Termination of Lease

Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, DCRHA shall give to Tenant a written thirty (30) day Notice to Quit.

(E) Summary Process Court Actions

After the expiration of the deadline of the Notice to Quit, if Tenant and Tenant's household members have failed to vacate, DCRHA may institute an action for summary process or other appropriate judicial action.

Section XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE

Tenant may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Tenant and DCRHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but DCRHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, DCRHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by DCRHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, DCRHA may issue a Notice to Quit on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of DCRHA, Tenant shall not permit such person to be a guest thereafter.

Section XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE

DCRHA Approval of an Additional Member Required Prior to and During Occupancy

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to DCRHA for approval of a household including such person and DCRHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member DCRHA shall screen him or her as an applicant for housing and shall determine him or her to be qualified. Upon such approval, Tenant and DCRHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, DCRHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code and any applicable local codes.

Section XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY

The DCRHA is obligated to make reasonable accommodations and reasonable modifications for persons with disabilities. If Tenant or a household member has a disability and, on account of this disability, in order to have equal opportunity to use and enjoy the leased premises or the public or common use areas or to participate fully in the DCRHA's programs, activities, or services, needs a reasonable accommodation in DCRHA's rules, policies, practices or services, or needs a reasonable modification of the leased premises or public or common use areas, the Tenant or household member, or person acting on behalf of the Tenant or household member, may request a reasonable accommodation or a reasonable modification. Within a reasonable time following third party verification, as needed, of the existence of a disability and the disability-related need for an accommodation or modification, the DCRHA shall provide an accommodation or modification that is reasonable under the circumstances, and does not cause an undue burden or fundamental alteration in the nature of the housing program. Refer to DCRHA Policy and Procedure for Reasonable Accommodation

Section XIV. INSPECTIONS

(A) Pre-occupancy Inspection

Prior to occupancy DCRHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection DCRHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both DCRHA and Tenant (or Tenant's designated representative) prior to occupancy.

(B) Periodic Inspections

DCRHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

(C) Termination Inspection

Upon termination of occupancy, DCRHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and DCRHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. DCRHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

Section XV. ACCESS TO THE LEASED PREMISES BY DCRHA

(A) Access for Non-Emergency Repairs, Maintenance or an Inspection

DCRHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least twenty-four (24) hours advance notice of the time and purpose of entry.

(B) Access for Requested Repairs or Maintenance

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, DCRHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

(C) Access for an Emergency

If DCRHA has reasonable cause to believe that an emergency exists which requires immediate action, DCRHA shall access the leased premises to deal with the emergency. DCRHA will provide Tenant with notification of the date and time of emergency entry and the reason thereof.

(D) Access Where No Adult Present

If at any time DCRHA shall have entered the leased premises and if no adult household member shall have been present, DCRHA shall leave a written notice specifying the date and time and reason for access and any work performed or measures taken.

Section XVI. PERSONAL PROPERTY

(A) Insurance of Personal Property By Tenant

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

(B) Removal of Personal Property

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from DCRHA property.

(C) Personal Property Left on Termination of Lease

Any personal property that belongs to Tenant or other household members or guests, which is not removed from the leased premises and from DCRHA's property following the termination of the lease and departure of Tenant, shall be treated by DCRHA in accordance with applicable state laws.

(D) Emergency Contact

Tenant shall provide DCRHA with the name and telephone number of a party not living with the Tenant who can be called in case of an emergency. The Emergency Contact may be changed by providing written notice to DCRHA. In situations of abandonment of the unit the Emergency Contact will be responsible for removing personal property. In the event of an unauthorized extended absence, the Emergency Contact will be responsible for handling

Tenant's affairs until such time as Tenant is able to resume handling affairs related to the Apartment. It is the Tenant's responsibility to inform the Emergency Contact of stated responsibilities.

Name of Emergency Contact: _____

Mailing Address: _____

Telephone: _____ Email Address _____

Section XVII. NOTICES

(A) Notices to Tenant

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

(1) in writing; and

(2) (a) given to Tenant in hand; or (b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to DCRHA; or (c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or (d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or (e) by service by a constable or a deputy sheriff in the manner provided for service of civil process. Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

(3) Notwithstanding any other provision of this Lease, the DCRHA shall give to tenant not less than thirty (30) days' written notice prior to terminating, which notice shall specify for the reasons of termination.

(B) Notices to DCRHA

Any notice to DCRHA shall be sufficient if:

(1) in writing; and

(2) (a) sent by certified mail, return receipt requested to DCRHA at its office; or (b) hand delivered to DCRHA's office during regular business hours.

Section XVIII. COMPLIANCE WITH REGULATIONS OF APPLICABLE FEDERAL AND STATE PROGRAMS

DCRHA may have federal or state programs which apply to specific properties. Insofar as applicable, DCRHA and Tenant shall comply with those regulations and any authorizations or waivers issued pursuant, thereto. DCRHA shall post and keep posted in a conspicuous place in its central office.

Section XIX. COMPLIANCE WITH DCRHA'S RULES AND POLICIES

DCRHA has adopted or may adopt reasonable rules and policies for the benefit and wellbeing of the property, of which the leased premises are a part, and for the benefit of the tenants of the property. Compliance with DCRHA House Rules and other Policies is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. DCRHA shall post and keep posted in a conspicuous place in its central office. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. DCRHA may charge for additional copies.

Section XX. CHANGES

This lease, the DCRHA House Rules and any attached addendum represents the entire agreement between DCRHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by DCRHA and Tenant, provided

that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Tenant of the changes, additions or deletions.

Section XXI. Additional Provisions

This lease (and all attachments) is executed in two counterparts, one of which shall be retained by DCRHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

Executed on this the _____ day, of (month) _____ (year) _____

Tenant Signature: _____

(Print Name(s))

DCRHA Signature: _____

(Print Name and Title)

Witness: _____

Dukes County Regional Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, marital status, veteran status, public assistance, disability, genetic information, 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.





Dukes County Regional Housing Authority

Tenant Selection Plan

To ensure that any person has access to the information in this Tenant Selection Plan, Dukes County Regional Housing Authority will provide accommodation upon request by a person for hearing and/or sight assistance, qualified interpreters for limited English proficiency or American Sign Language and reading and writing assistance. Please inform us of any other necessary accommodation.

Dukes County Regional Housing Authority
P.O. Box 4538, Vineyard Haven, MA 02568
Tel: 508-693-4419 FAX: 508-693-5710
TTY: 711

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**Dukes County Regional Housing Authority
Tenant Selection Plan**

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Dukes County Regional Housing Authority

SECTION I

Tenant Selection Plan Marketing

In compliance with Section 504 of the Rehabilitation Act of 1973, The Fair Housing Amendments of 1988, Title VI of the Civil Rights Act of 1964, and other applicable laws, Dukes County Regional Housing Authority (DCRHA) will not discriminate against applicants or tenants on the basis of race, color, creed, religion, sex, national or ethnic origin, citizenship, ancestry, class, sexual orientation, familial status, disability, military/veteran status, source of income and age or other basis prohibited by local, state or federal law in any aspect of tenant application, selection or matters related to continued occupancy.

I -1. Marketing for Applicants

1. The Affirmative Fair Housing Marketing Plan and Contract establish the occupancy goal for the applicable projects of DCRHA.
2. DCRHA will display the Equal Housing Opportunity poster (Fair Housing Poster) at the main office of DCRHA.
3. Marketing through available local print, audio, and other technologies, such as on-line internet services, will be used to attract potential applicants. Results of marketing efforts will be monitored to make adjustments for maximum occupancy in accordance with fair housing standards.
4. An advertisement will be published annually or as needed in a local newspaper announcing the possibility of housing opportunities. This notice will include eligibility requirements and information on how to obtain an application for the wait list.
5. The Affirmative Fair Housing Marketing Plan will be followed to ensure that a full range of persons will be notified of availability of housing.
6. DCRHA will promote equal opportunity and non-discrimination in compliance with, but not limited to, federal and state constitutions, legislative enactments addressing discrimination in housing and other federal, state and local laws as applicable. The fair housing symbol and, as appropriate, the accessibility symbol will be used on all advertising.

SECTION II

Tenant Selection Plan Policies, Criteria and Procedures

In compliance with Section 504 of the Rehabilitation Act of 1973, The Fair Housing Amendments of 1988, Title VI of the Civil Rights Act of 1964, and other applicable law, Dukes County Regional Housing Authority (DCRHA) will not discriminate against applicants or tenants on the basis of race, color, creed, religion, sex, national or ethnic origin, citizenship, ancestry, class, sexual orientation, familial status, disability, military/veteran status, source of income and age or other basis prohibited by local, state or federal law in any aspect of tenant application, selection or matters related to continued occupancy. All procedures and criteria will be applied in a manner that ensures fair, consistent, non-discriminatory and equal treatment for all applicants.

II-1. Tenant Selection Plan: Policies, Criteria and Procedures

A. Project Eligibility Requirements and Project Specific Requirements

1. Project Specific Requirements
 - a. DCRHA manages island-wide and town-specific units with different eligibility criteria depending on funding and program specific requirements.
 - b. Eligibility is determined through income criteria and household characteristics as defined by DCRHA within program specific requirements, where applicable.
 - c. Family is defined as two or more persons regularly living together, related by blood, marriage, adoption, guardianship or operation of law; or who are not so related, but share income and resources.
2. Citizen/Immigration Status Requirements
 - a. Dependent on applicable program requirements, DCRHA may require an applicant to complete the Citizen Declaration documents concerning Citizen & Immigration status (see Attachments).
3. Social Security Number Requirements
 - a. Requirement of documentation involving Social Security number(s) will be in compliance with the Screening and Eligibility Verifications section.

B. Income Limits

1. Calculating the family's gross annual income and applying gross income in accordance with DCRHA policies will determine income eligibility.
2. Eligible Applicants will have annual income that does not exceed the DCRHA determined applicable income limits for admission.
3. Utility Allowances will not be used in determining income eligibility.

C. Procedures for Taking Applications and Selection from the Wait List

1. Taking Applications: Procedures

- a. Anyone who wishes to be admitted to DCRHA projects must complete an application and relevant consent forms.
- b. Written applications are required to be considered as an applicant; the applicant must sign and date the application.
- c. No fees will be charged for the application, screening or eligibility processing.
- d. DCRHA will maintain an application log listing of each application with the date and time of receipt and will place applicant on the wait list based on a preliminary eligibility determination.
- e. An applicant will report the need for any applicable unit types, such as an accessible unit for the mobility impaired, and will be noted on the wait list.
- f. DCRHA will assist in filling out applications whenever necessary.
- g. Applications may be completed on-site or may be sent to a prospective applicant and returned by mail. Faxed and emailed applications are not accepted.
- h. DCRHA will make arrangements to communicate with applicants who need assistance because of hearing, speech or vision impairments.
- i. DCRHA will make arrangements as requested by those applicants with limited English proficiency as outlined in the Limited English Proficiency and Language Access Plan Policy and Procedures of DCRHA. (See attached policy.)
- j. DCRHA will accommodate persons with disabilities who cannot use the standard application procedures as a result of their disabilities, by providing alternative methods of application submission.
- k. DCRHA will provide reasonable accommodations in policies, practices, procedures, and rules that are currently in place for all applicants with disabilities who require such changes to have equal access to any aspect of the application process.
- l. To determine preliminary income threshold eligibility, the application may be accepted as a self-certifying statement.
- m. All applicants that meet the preliminary eligibility determination will be processed through the screening and eligibility criteria; processing and final screening may not be completed until the likelihood of unit availability is imminent.
- n. Applications for Live-in Aides will be processed with the same screening and eligibility criteria, with the exception of income and credit criteria. (See Section III).
- o. Applications for accessible units will be identified by the applicant and noted on the wait list. (See Section III).
- p. No third party verification will be required until final screening for occupancy. All such verifications must have been completed within ninety (90) days of submission.

2. Wait List: Procedures

- a. DCRHA will conduct a preliminary review of each application to determine if there are any factors that would render the applicant ineligible to be placed on the wait list.
- b. If the applicant is determined to be eligible on a preliminary basis, the applicant will be placed on the wait list, in chronological order, according to the date of receipt of the completed application.

3. Maintaining Wait List: Procedures
 - a. Wait list will be maintained electronically on the computer.
 - b. Wait list categories will be annotated to provide auditable documentation of actions such as, but not limited to, additions, selections, withdrawals, and rejections of applicants.
 - c. A formal Notice letter will be sent to each applicant after receipt and preliminary review of the application. Letter will include:
 - (1) Notice of the date of receipt of the application;
 - (2) A Preliminary determination of eligibility;
 - (3) Placement on the wait list;
 - (4) Applicant's request regarding unit type;
 - (5) Notice of applicant's responsibility to report changes in unit type required, in contact information and other preliminary information, as needed. The applicant is notified that if such information is not kept current, their status on the wait list may be jeopardized; and,
 - (6) Applications that are currently active will retain their status on the wait list.

4. Removal of Names from Wait List: Procedures
 - a. Applicants will be notified of their removal from the wait list by first class mail for the following conditions:
 - (1) Applicant no longer meets eligibility criteria;
 - (2) Applicant fails to respond to written notice for eligibility interview;
 - (3) Mail sent to applicant's address is returned as undeliverable; and,
 - (4) Family size changes and no appropriate size unit is available.
 - b. Applicants will be notified by regular first class mail:
 - (1) If an eligible applicant refuses a unit that is size or type appropriate at the time it is offered, the applicant may be subject to removal from the wait list. Documentation of any refusal will be placed in applicant's file.
 - (2) An applicant is entitled to reapply to the wait list and will be ranked on the list as defined in Wait List section. After a second refusal, an applicant will be removed from the wait list and will be notified by first class mail. Documentation of the refusal will be placed in applicant's file.
 - (3) If an applicant withdraws their name from the wait list, DCRHA will send the applicant notification of withdrawal from the wait list by first class mail. Documentation of the withdrawal will be placed in applicant's file.

5. Review of Wait List: Procedures
 - a. The wait list will be reviewed annually by DCRHA.
 - b. When a twelve-month review is performed, all applicants on the wait list will be sent a letter by first class mail requesting confirmation within thirty (30) calendar days of:
 - (1) Interest to remain on the wait list;
 - (2) Current address and phone number;
 - (3) Income level; and,
 - (4) Unit type for which the applicant has applied.
 - c. Documentation of any change in status will be placed in applicant's file.

6. Selection from Wait List: Procedures
 - a. DCRHA will contact the applicant by phone.
 - b. If applicant cannot be contacted by phone, DCRHA will send a letter by first class mail. Said call or letter will:
 - (1) Give notice that if the applicant fails to respond within ten (10) business days from date of the letter or if the letter is undeliverable, the applicant will be removed from the wait list;
 - (2) Give notice that if the applicant cannot be contacted or fails to attend the scheduled interview or does not respond to phone or mail notification that the applicant will be removed from the wait list; and,
 - (3) Give notice that copies of correspondence will be placed in applicant's file as per Recordkeeping section.
 - c. Once contacted, an applicant is requested to arrange for an eligibility interview within five (5) business days.
 - d. At eligibility interviews, DCRHA will:
 - (1) Update all information on the application;
 - (2) Obtain required releases to process the application, eligibility and other verifications, as required; and,
 - (3) Inform applicant of DCRHA policy of non-discrimination and reasonable accommodation/modification.
 - e. DCRHA reserves the right to determine and address verifiable emergency situations, such as but not limited to, homelessness. Such emergencies may be considered a priority when a unit becomes available.

7. Preferences

In accordance with the Federal Preference Suspension voted by Congress in 1996, DCRHA has elected to eliminate the use of Federal Preferences in the selection of applicants. The DCRHA general policy is to select applicants from the wait list on a first-come-first-served basis in the order of the date the application was received.

8. Income Targeting: N/A

9. Applicant Screening: Criteria

Screening and eligibility requirements will comply with all applicable fair housing, civil rights statutes and all applicable federal, state and local regulations.

a. Screening Criteria:

Screening of applicants will be conducted to determine suitability for tenancy. All screening will be done in a manner that ensures fair, consistent, non-discriminatory and equal treatment of applicants.

b. Eligibility Criteria:

Eligibility criteria will be used to determine whether the applicant meets all of the criteria for applicable DCRHA programs. All eligibility criteria screening will be done in a manner that ensures fair, consistent, non-discriminatory and equal treatment of applicants.

- c. Screening and Eligibility Requirements include:
- (1) Identity Verification;
 - (2) Social Security Number(s);
 - (3) Income;
 - (4) Credit check;
 - (5) Landlord check;
 - (6) Professional references may be contacted if an applicant cannot meet the criteria of Credit check and Landlord check;
 - (7) Criminal background checks: CORI check;
 - (8) Agencies, institutes, or local inspectors may be contacted when appropriate to assist in screening and/or verification.
 - (9) Court or other legal records, which are publicly available, may be researched only if the information collected is permissible under law. Such court and legal records will be considered in accordance with applicable law.
- d. Screening and Eligibility Verifications: Procedures
- (1) Identity Verification
 - (a) Acceptable forms of identification are:
 - (i) Birth Certificate
 - (ii) Passport
 - (2) Social Security Number(s)
 - (a) An applicant will disclose Social Security numbers for all family members regardless of age.
 - (b) An applicant will present a Social Security card issued by the Social Security Administration or other acceptable documentation as listed in Appendix A.
 - (c) If other documentation, as listed above, is supplied, the applicant will provide a written certification that the document(s) provided are complete and accurate.
 - (d) Applicants who have not provided Social Security numbers may remain on the wait list. However, an otherwise eligible household may not be deemed eligible until all household members have submitted valid Social Security numbers and acceptable documentation to verify the Social Security numbers.
 - (e) If a household member does not disclose or does not have a Social Security number, the applicant will have ninety (90) days to provide the Social Security number and adequate documentation that the Social Security number is accurate. The deadline can be extended an additional ninety (90) days if: failure to comply with the Social Security number requirements was due to circumstances that could not have been reasonably foreseen and were outside the control of the household and there is a reasonable likelihood the participant will be able to disclose a Social Security number by the deadline. Failure of the participant to provide documentation by the deadline will result in ineligibility.

- (3) Income
 - (a) An applicant's income and employment will be verified by recent employers, appropriate agencies such as the Department of Health and Human Services, the Social Security Administration, Medicare/Medicaid, financial institutions, brokers, pension providers and other parties determined to be appropriate.
 - (b) Information will be verified in writing using the DCRHA Verification Form.
- (4) Self-employed reported income
 - (a) Self-employed reported income will be verified by Internal Revenue Service tax returns; or,
 - (b) Applicants will provide a written certification as to their income and source of income.
 - (c) DCRHA may require an affidavit by a third party to verify income.
- (5) Credit Checks

Dependent on applicable DCRHA program requirements or other conditions, DCRHA reserves the right to require applicant credit checks. If credit checks are required, the following criteria may be applied:

 - (a) Acceptable credit history includes the following:
 - (i) Less than five (5) late payments in the past five (5) years;
 - (ii) Between five to seven (5-7) late payments in the past five (5) years only if all other criteria are met;
 - (iii) One (1) unresolved collection and no other credit problem if all other criteria are met;
 - (iv) Bankruptcy resolved prior to three (3) years; and,
 - (v) Any open judgment over three (3) years old.
 - (b) Unacceptable credit resulting in rejection of application includes:
 - (i) More than seven (7) late payments in the past five (5) years;
 - (ii) More than one (1) unresolved collection;
 - (iii) Bankruptcy within past three (3) years; and,
 - (iv) Open judgment under three (3) years old.
- (6) Landlord References: Suitability for Tenancy
 - (a) An applicant will provide reference(s) from past landlord(s) for a period of time of not less than five (5) years.
 - (b) Applicants may not be rejected because of an absence of a rental history but may be required to submit additional personal or employment references.
 - (c) Applicants who have owned their home prior to application will be excused from the requirement of landlord references if they provide proof of home ownership that covers an unbroken period of not less than three (3) years and that ownership was transferred in good condition.
 - (d) All applicants MUST disclose if they are currently receiving any form of housing assistance, federal, state, local or other. Receipt of any such housing assistance shall not adversely affect consideration of applicant.
- (7) Criminal History Background Check
 - (a) When an applicant successfully meets the screening and eligibility requirements, a CORI report will be requested from the Criminal History Systems Board or other state equivalents only when an applicant (and any members of household) is/are selected for occupancy. CORIs will be performed in accordance with state regulations.

- (8) Disability Status
(See Section III)
 - (a) Applicants may apply for an architecturally adapted unit or for other reasonable accommodations/modifications in order to accommodate for a disability.
 - (b) Applicants may require the use of service or assistance animals as a reasonable accommodation for a disability in accordance with applicable law.
 - (c) Applicants may apply for live-in aides.

10. Determination of Ineligibility - Alcohol / Drug Abuse, Criminal Behavior, Rental and Other Conditions: Criteria

- a. Alcohol Abuse, Drug Abuse and Criminal Behavior
In general, DCRHA may consider an applicant ineligible for acceptance for occupancy:
 - (1) If applicant or any household member has been evicted from housing for drug-related criminal activity in the last five (5) years. DCRHA may consider two (2) general exceptions.
 - (a) The evicted household member has successfully completed an approved supervised drug rehabilitation program. (DCRHA may require documentation).
 - (b) The circumstances leading to the eviction no longer exist, such as the household member who caused the eviction no longer resides with the applicant.
 - (2) If applicant has committed any fraud in connection with any housing.
 - (3) If applicant or any household member is subject to a lifetime registration requirement under a state sex offender registration program.
 - (4) If applicant or any household member has been convicted of drug-related criminal activity such as the manufacture or distribution of any controlled substance.
 - (5) If DCRHA determines that there is reasonable cause to believe that a household member's behavior, from abuse or pattern of abuse of alcohol or drug use or pattern of drug use, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants. The applicant and all household members will be screened.
 - (6) If DCRHA determines that any applicant or household member is currently engaging in, or has engaged in within the last five (5) years:
 - (a) Illegal use of drugs or drug-related criminal activity.
 - (b) Violent criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or reasonably like to cause, serious bodily injury or property damage.
 - (c) Any other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other Tenants.
 - (d) Any other criminal activity that would threaten the health or safety of the owner, DCRHA staff, or any employee, contractor, subcontractor or agent of the owner involved with housing operations.
 - (e) Applicants who have a record of two (2) or more disturbances of neighbors, any destruction of property or any intentional damages to the dwelling beyond normal wear and tear will be rejected.



- b. Current or Previous Rental Conditions: Criteria
 - (1) Applicants on whom a report of living or housekeeping habits which may adversely affect the health, safety or welfare of other Tenants may be rejected. Examples include, but are not limited to:
 - (a) Health code violations caused or worsened by the applicant at a previous location.
 - (b) Fire code violations caused or worsened by the applicant at a previous location.
 - (c) Safety violations caused or worsened by the applicant at the previous location.
 - (2) Damages to a previous residence beyond normal wear and tear.
 - (3) Applicants who have been unwilling to pay rent or to pay rent in a timely manner.
 - (4) Applicants who have not upheld the terms of a former tenancy and/or pertinent rules and regulations.
 - (5) Applicants who have been unwilling to cooperate with daily management of properties. A refusal to cooperate includes, but is not limited to:
 - (a) Not appearing at arranged interviews or other housing related appointments;
 - (b) Behaviors or language that was abusive or threatening; and,
 - (c) Refusal to answer questions that relate to documentation requested or received.
- c. Other Conditions: Ineligibility
 - (1) Applicants who have charges that are under his/her control (such as, but not limited to, relatives, wards, visitors, or domestic assistance) that interfere with other Tenants' health, safety and peaceful enjoyment of the premises may be rejected.
 - (2) DCRHA may require the prospective applicant to exclude a household member or household members from housing as a condition of occupancy when household member's or household members' past or current actions would prevent the household from being eligible.
 - (3) There is no suitable unit size or unit type.
 - (4) In general, DCRHA may apply a reasonable standard of mandatory admission prohibition of five (5) years regarding the current or recent actions of applicants and household members. The reasonable time standard will be applied to all applicants in a non-discriminatory manner and in accordance with fair housing and civil rights law.

11. Rejecting an Applicant: Procedures

- a. Applicant does not meet the screening and eligibility criteria.
- b. Applicant has provided material falsification of information on the application.
 - (1) Allegations, complaints or other observations that an applicant has falsified information on the application will be fully investigated. The allegations, complaints, or other observations can occur during the interview or verification process.
 - (2) Investigation of such allegations, complaints will suspend application processing.
- c. Applicant refuses to supply the required information to process the application.
- d. Applicant fails to respond within fourteen (14) calendar days to DCRHA requests for documentation or information to process the application.
- e. Applicant is unable to disclose or provide the necessary information as outlined in Screening and Verification section.
- f. Applicant will not sign or submit verification forms or Authorization for Release of Information forms.



- g. Applicant has requested and is eligible for a unit type that is not currently available; applicant will remain on the wait list for requested unit type.
- h. Applicant is unable or unwilling to pay first month's rent and security deposit.

12. Application Appeal: Procedures

- a. DCRHA will notify applicant in writing of the rejection of the application with an explanation as to the rejection and any supporting documentation. The letter will include:
 - (1) Notice of fourteen (14) calendar days from date of DCRHA letter to respond in writing to request an informal hearing to discuss the rejection.
 - (2) Notice that DCRHA reserves the right to determine whether the offered unit will be kept available dependent on the applicable DCRHA Program requirements and/or financial impact.
 - (3) Notice if applicant is an individual with disabilities that the applicant may inform DCRHA of such and may request DCRHA to make reasonable accommodations in current policies, practices, procedures or rules to enable equal opportunity for the applicant and/or household member(s).
 - (4) Notice that a member of DCRHA who did not make the initial decision to reject the application will conduct the informal meeting with the applicant or review of the applicant's written response.
 - (5) Notice that if the applicant appeals the rejection, DCRHA will give the applicant a final decision within ten (10) business days of receipt of the response or meeting.
- b. DCRHA will keep all information on the appeal process as noted in the Recordkeeping section.

D. Occupancy Standards

Generally, DCRHA will apply a standard of one (1) person per studio apartment and two (2) persons per bedroom in other apartment units.

E. Unit Transfer Policy

DCRHA will maintain transfer requests from current Tenant(s) seeking to relocate to other units on the standard wait list. (See attached policy.)

F. Policies on Section 504 of the Rehabilitation Act of 1973, The Fair Housing Amendments of 1988 and Title VI of the Civil Rights Act of 1964

(See Section III)

G. Policy for Opening and Closing the Wait List

DCRHA will keep the wait list open.

II-2. Additional Policies and Practices

General policies and practices have been incorporated in the Tenant Selection Plan.

A. Recordkeeping

- 1. All applications and files will be kept secure and confidential.
- 2. DCRHA will keep all records in a manner to ensure compliance with nondiscrimination, fair housing and other applicable requirements.
- 3. DCRHA will keep current applications as long as their status on the wait list is active; DCRHA will keep inactive applications for a minimum of three (3) years.



4. If an applicant is removed from the wait list, DCRHA will keep the application for a minimum of three (3) years and include initial rejection notice, applicant reply, copy of
5. DCRHA final response and all supporting documentation for the reason of removal from the wait list.
6. Applications of current Tenants occupying units will be kept in the Tenant's file for the duration of the tenancy and for three (3) years after the Tenant leaves the property.
7. Applicant and Tenant files will be available for review by Tenant. Tenant must provide prior signed written authorization for access by third party.
8. DCRHA will dispose of any Tenant related materials in a manner that prevents unauthorized access to personal information and complies with state and federal record retention and disclosure laws.

II-3. Modification of the Tenant Selection Plan

The Tenant Selection Plan will comply with applicable state and local laws. DCRHA will make revisions to this Plan, as needed, in accordance with changes in operating practices, program priorities and/or other regulations that may apply.

A. Notification of Modification to the Tenant Selection Plan

1. DCRHA will notify all applicants on the wait list if a substantial modification has been made to the Tenant Selection Plan that would affect a person's application or status on the wait list.
2. Notification will be made by first class mail and will include an explanation of the modification that was made, how the modification has affected the person's application, and contact information for any questions

II-4. Availability of the Tenant Selection Plan

The Tenant Selection Plan will be available to the public when requested.

SECTION III

Tenant Selection Plan Fair Housing

In compliance with Section 504 of the Rehabilitation Act of 1973, The Fair Housing Amendments of 1988 and Title VI of the Civil Rights Act of 1964 and other applicable laws, Dukes County Regional Housing Authority (DCRHA) will not discriminate against applicants or Tenants on the basis of race, color, creed, religion, sex, national or ethnic origin, citizenship, ancestry, class, sexual orientation, familial status, disability, military/veteran status, source of income and age or other basis prohibited by local, state or federal law in any aspect of Tenant application, selection or matters related to continued occupancy. All procedures and criteria will be applied in a manner that ensures fair, consistent, non-discriminatory and equal treatment.

III-1. Fair Housing: Policies and Procedures

A. General Conditions

1. DCRHA will not inquire as to whether an applicant, a member of the applicant's family, friend or associate has a disability or not, or the nature or severity of the disability. No questions will be asked which would require an applicant to waive the right to the confidentiality of a medical condition or medical history. DCRHA may not require medical records to be produced.
2. DCRHA is not required to admit any persons with or without disabilities who are unable or unwilling to meet the requirements of admission and terms of tenancy if it can be demonstrated that the person's tenancy will pose a direct threat to the health or safety of others.
3. DCRHA will post and give to every applicant the Notice of Right to Reasonable Accommodation, which outlines the procedures by which an applicant can ask DCRHA to consider reasonable accommodation(s)/modification(s).
4. DCRHA is not required to take any unreasonable action that would fundamentally alter the nature of the program in order to accommodate the disability of an applicant.
5. All conditions that require verification will be will be addressed in a manner that ensures fair, consistent, non-discriminatory and equal treatment.
6. Circumstances where verification of a disability may be required:
 - a. If an applicant applies to units designed for occupancy by persons with particular disabilities;
 - b. If an applicant requests a reasonable accommodation(s) or modification(s); and,
 - c. If information provided by or about the applicant, at any time during the application and screening process, reveals negative information relating to the applicant's ability to meet the obligations of tenancy.
7. If an applicant with a disability cannot document any rental history:
 - a. DCRHA may require similar information from another housing provider addressing the applicant's ability and willingness to meet the terms of tenancy;
 - b. When an applicant has recently left an institution, sources of this information could include doctors, therapists, and other qualified service agency providers; and,
 - c. Inquiries for references from others who are not traditional housing providers will clearly state the limited scope of the inquiry to determine whether the reference provider believes the applicant can meet the terms of tenancy. Such inquiries will not include diagnostic information about the applicant's disability or their ability to live independently.

8. If an applicant with a disability or disabilities feels that the reason for the denial of admission is related to their disability/disabilities:
 - a. The person with the disability may contact DCRHA within fourteen (14) calendar days from receipt of their rejection notice to discuss whether reasonable accommodation(s) by DCRHA would allow the application to be acceptable; and,
 - b. DCRHA will then be permitted to investigate and verify any information provided as to mitigating circumstances and will make the acceptance or rejection decision based on the facts and circumstances.

B. Accessible Units

1. Applicant may request an accessible unit.
2. Applicants in need of architecturally adapted units will be processed to assure maximum utilization of adapted units by persons who require accessible features. Applicants who require architecturally adapted units will not be restricted from applying for standard units that are not architecturally adapted. This will be at the discretion of the applicant.
3. If an architecturally adapted unit must be offered to someone who does not need the accessibility features, the lease addendum will require the Tenant to relocate to the first available comparable unit if another Tenant or eligible applicant requires the unit's accessible features.

C. Service/Assistance Animal

1. Applicant may require the use of a service/assistance animal as a reasonable accommodation.
2. DCRHA may require applicant to provide documentation of disability from an appropriate third party who could provide professional verification.

D. Live-in Aides

1. Definition: A live-in aide or live-in personal care attendant is a person who resides with a applicant/tenant who is elderly or has a disability and who provides necessary assistance in activities of daily living to such household member and who:
 - a. is determined essential to the care and well-being of the household member.
 - b. is not obligated for the support of the household member.
 - c. would not be residing in the unit except to provide the necessary assistance to the household member.
2. (See attached policy and addendum)

E. Drug Addiction and Alcoholism

1. If an applicant has a documented disability of drug addiction and/or alcoholism, "General Conditions" as stated in Section III above will apply.
2. An applicant is not protected if applicant is currently engaged in the illegal use of controlled substances as defined in Section II, "Determination of Ineligibility: Alcohol/Drug Abuse, Criminal Behavior, Rental and Other Conditions: Criteria". State law and relevant case law define illegal use.

Dukes County Regional Housing Authority
APPENDIX

A. Acceptable Verification Documents for Social Security Number(s)

1. Original Social Security Card
2. Original document issued by a federal or state government agency which contains the name, Social Security Number, and other identifying information of the individual.
3. Driver's license with Social Security Number
4. Identification card issued by a medical insurance provider, or by an employer or trade union
5. Earnings statements on payroll stubs
6. Bank statement
7. Form 1099
8. Social Security Administration benefit award letter
9. Retirement benefit letter
10. Life insurance policy
11. Court records
12. An attorney's letter of affidavit attendant to copies of any correspondence with United States Citizenship and Immigration Services (USCIS) regarding an ongoing application for status as a Naturalized Citizen or Permanent Worker.

ATTACHMENTS

- 1. Limited English Proficiency and Language Assistance Plan Policy and Procedures**
- 2. Citizen Declaration and Consent Forms**
- 3. Unit Transfer Policy**
- 4. Live-in Aide Policy**

Dukes County Regional Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, marital status, veteran status, public assistance, disability, genetic information, 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.

ATTACHMENT F

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

ATTACHMENT G

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: _____
(Name of jurisdiction)

- 2. Complete legal description of the property:

- 3. Type of transaction: Sale Lease or rental for _____ (term):

- 4. Seller(s) or Lessor (s): _____
Purchaser(s) or Lessee(s) _____

- 5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Not: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

ATTACHMENT H

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

