

July 10, 2018
West Tisbury Affordable Housing Committee
Minutes

Present: Larry Schubert, Mike Colaneri, Susan Feller, Ted Jochsberger and Angela Prout

Absent with Regrets: Jeffrey Dubard and Rise Terney

Also present: Rhonda Conley and Keith McGuire

Mike made a motion seconded by Ted to accept the minutes of 6-26-18 as written. **VOTE 5 YES 0 NO**

INVOICES

Town Counsel: Rhonda presented the June invoice from town counsel to pay from the AHC legal fee budget. These invoices pertained to the Cottle foreclosure and Merry new covenant. The total of June invoices paid was \$1090.23. These invoices were voted to pay at the June 26th meeting.

ANNOUNCEMENT AND CORRESPONDENCE

Accessory Apartment Letter: Rhonda has received the DCRHA information on income and rental limits. She will send out these to accessory apartment owners for confirmation as to status of the apartments. Mike ask that Rhonda make sure that Tea Lane Associates get one. He also asked her to check with Dawn and Jane about an accessory apartment on Indian Farm Rd.

CPC Representative: Ted stated that the CPC would like to have a representative from the AHC on their board. Ted offered to be that rep but the CPC said no as Ted is already the DCRHA rep. He stated they meet once a month. There were no volunteers from the committee to hold this position.

NEW BUSINESS

CPC Grant Agreement: Rhonda presented a grant agreement that the CPC wishes to use for the distribution of the granted \$300,000.00. Mike and Larry were not happy with this request. They questioned the need of the document. Rhonda led a discussion of the document, making suggestions as to changes (see attached). **Larry made a motion seconded by Mike to ask the CPC if this document was necessary to receive the monies as voted at Town Meeting. VOTE 2 YES 3 NO**

After discussion of need and why the document was requested. Ted said it just covers the CPC for the state and acts as a paper trail. Susan wanted to know who drafted the document which Ted said the CPC Admin. Asst. did and the CPC reviewed and approved. **Susan made a motion seconded by Ted to ask the CPC if this document was requested by the state and what parts are from the CPC.**

VOTE 5 YES 0 NO

IHT Accessory Apartment Website: Keith McGuire (Web Designer) is moving forward. He has not received any responses from tenants so Rhonda will include his request for interviews in the July letter to property owners of accessory apartments.

The web site is working on the ins and outs of the process of creating an apartment, dealing with the various town boards, the logistics, topography of the land and siting of buildings. They will also have a FAQ site and links to other websites.

UPDATES

Scott's Grove: Rhonda reported all predevelopment funding is expended. There is still the CPC funding for the water tank (\$50,000.00).

57 rustling Oaks Rd.: Nothing to report.

ONGOING BUSINESS

Old Courthouse Rd.: Rhonda was asked to prepare the option list and bring a map with building envelopes to next meeting. Mike stated the septic and well will need replaced. After the next meeting Mike would like to have a public meeting. He believes this should happen before the committee knows what they want. A clear list of options should be presented. The public meeting could be scheduled for Sept.

Mike suggested that the Old Courthouse Rd. property be first thing the committee talks about at the next meeting.

Bylaw changes: Ted asked that the possible bylaw changes recommended in the HPP be put on the agenda.

Adjourned at 8:15 PM

The next meeting will be July 24, 2018 at 6:45 PM in the 2nd floor conference rm. of Town Hall. No AHT meeting on the 24th.

Respectfully submitted by Rhonda Conley

ATTACHMENT

TOWN OF WEST TISBURY, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR WEST TISBURY AFFORDABLE HOUSING TRUST

This GRANT AGREEMENT made this first day of _____, 2018, by and between the Town of West Tisbury, a municipal corporation duly organized under the laws of Massachusetts (the “TOWN”) and having its usual place of business at 1059 State Road, West Tisbury, MA 02575, acting by and through its Community Preservation Committee (hereinafter the “CPA COMMITTEE”), and the Town of West Tisbury Affordable Housing Trust, established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws (hereinafter, the “TRUST”), having its usual place of business at: 1059 State Road, West Tisbury, MA 02575.

WHEREAS, the CPA COMMITTEE invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act (“CPA”), G.L. c.44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing affordable housing opportunities in West Tisbury, hereinafter referred to as the “Project”, and the CPA COMMITTEE reviewed and approved the

Project and recommended that the April 10, 2018 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on April 10, 2018, pursuant to Article 32 (the “Article”) voted to appropriate Three Hundred Thousand Dollars (\$300,000.00) from the Community Preservation Fund Community Housing Reserves Account (the “Funds”); and,

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the CPA COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN, the CPA COMMITTEE and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement and the CPA application approved by the CPA COMMITTEE dated _____ (The “Application”). The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Project shall be completed within five years of the execution of this Grant Agreement (the “Completion Date”), unless the CPA Committee grants an extension for good cause shown.
3. The Project. The Project is described in the Application attached hereto as Attachment A and the following additional conditions:
 - a) Notwithstanding the TRUST’s bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.
 - b) The TRUST shall provide the CPA COMMITTEE with a written update on the use of funds by the thirtieth of June, annually.

c) Consistent with the provisions of M.G.L. c.44B Section 5(b) (2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.

d) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.

e) Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.

f) If the Funds are the sole funding source for the acquisition of real property, the property shall only be used for Community Housing as defined in M.G.L. c.44B Section 2. In all other cases, the Funds may be used to cover a share of the project expenses proportionate to the part of the project that will qualify as Community Housing as defined in M.G.L. c.44B Section 2. The TRUST shall track the cost of the allowable scope through a reasonable means of cost estimating, and only use the Funds for the allowable portion of the project cost.

4. Contact. The TRUST shall identify in writing a contact person responsible for the administration of the Project.

5. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. C.184 and G.L. c.44B, p.12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.

6. Funding. The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Grant Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws.

7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payment specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.

8. Independent Status. The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.

9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.

10. Record Keeping. The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the CPA COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

12. Termination. This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 5 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF WEST TISBURY
BOARD OF SELECTMEN

TOWN OF WEST TISBURY
AFFORDABLE HOUSING TRUST

Chair

Chair

TOWN OF WEST TISBURY
COMMUNITY PRESERVATION COMMITTEE

Chair

Beatrice Phear
Chair, West Tisbury CPC
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County: §

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Beatrice Phear, proved to me through satisfactory evidence of identification, which was, (circle one), personal knowledge of the identity of the principal/passport or driver's license bearing photographic image of principal/other _____, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public _____

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County: §

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared a representative from the West Tisbury Affordable Housing Trust, proved to me through satisfactory evidence of identification, which was, (circle one), personal knowledge of the identity of the principal/passport or driver's license bearing photographic image of principal/other

_____, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public _____

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County: §

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared a representative from the Town of West Tisbury, proved to me through satisfactory evidence of identification, which was, (circle one), personal knowledge of the identity of the principal/passport or driver's license bearing photographic image of principal/other _____, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose.

Notary Public _____

My Commission Expires: _____