

**Jan. 8, 2019**  
**West Tisbury Affordable Housing Trust**  
**Minutes**

**Present:** Larry Schubert, Mike Colaneri, Jeffrey Dubard, Susan Feller, Ted Jochsberger,  
Angela Prout and Rise Terney

**Absent with Regrets:** Kent Healy, Skipper Manter and Cynthia Mitchell

**Also Present:** Rhonda Conley

Susan made a motion seconded by Rise to accept the 7-1-18 minutes as written.

**VOTE 7 YES 0 NO**

**NEW BUSINESS**

**16 Old Courthouse Rd.:** There was a short discussion of setting aside monies for the predevelopment cost of the 16 Old Courthouse Rd. Project which the members believe is a good idea. These costs will include consultant fees and possible other cost e.g. Town Counsel fees.

***Mike made a motion seconded by Ted to authorize the setting aside of Trust funds up to \$50,000.00 for consultant and other predevelopment cost for the development of 16 Old Courthouse Rd. VOTE 7 YES 0 NO***

***Mike made a motion seconded by Rise to authorize the signing of the consultant agreement with Leedara Zola for the 16 Old Courthouse Rd. Project with 20 total hours at \$150.00 per hours (see attached). VOTE 7 YES 0 NO***

**CPC Grant Agreement:** After a short discussion of the need for the agreement the members decided to sign. ***Ted made a motion seconded by Mike for the Trust to sign the CPC Grant Agreement (see attached).***

Adjourned at 7:36 PM

**The next AHT meeting will be Feb. 26, 2019 in the 2<sup>nd</sup> floor conference rm. of Town Hall.**

Respectfully submitted by Rhonda Conley

**ATTACHMENTS**

**LETTER OF AGREEMENT  
for Affordable Housing Consultant  
Between  
Town of West Tisbury, West Tisbury Affordable Housing Committee  
And  
West Tisbury Affordable Housing Trust  
and  
Leedara Zola**

This Agreement for Consultant Services is made and effective \_\_\_\_ \_\_\_\_, 2019, by and between Leedara Zola ("Consultant") and the Town of West Tisbury, West Tisbury Affordable Housing Committee and West Tisbury Affordable Housing Trust ("Client").

**1. Purpose.**

Client retains Consultant to represent Client, and Consultant agrees to provide services and represent Client's interests, all according to the terms set forth in this Agreement and in accordance with the Scope of Services

**2. Subject Matter.**

The Consultant will represent Client with respect to the "16 Old Courthouse Road Community Housing Project" Request for Proposal (RFP), including drafting the RFP, managing responders, analyzing responses and working with the Client to help Client select a responder. Consultant does not provide legal services. Client and Consultant agree that there will be no requirements for on-Island meeting attendance by the Consultant.

**3. Other Matters.**

This Agreement contemplates that Consultant will represent Client only with respect to the matters described above. Any other matters, except those incidental to and necessarily related to the covered matters, shall not be performed by the Consultant without the prior written authorization of Client.

The Client agrees to assist the Consultant by providing access to documentation, files, financials and related project information as required.

**4. Primary Consultant.**

Consultant and Client agree that Leedara Zola ("Primary Consultant") shall be principally responsible for handling matters on behalf of Client. Leedara Zola shall be the primary contact and will not engage other consultants to perform work on her behalf.

**5. Fees.**

A. Client agrees to pay the Consultant for services at the following rate (check one). Client estimates the project will take approximately 20 hours.



**HOURLY RATE**

*Services Performed By    Rate per Hour*

Consultants \$150.00

↑  
PROJECT RATE  
~~Services Performed By Not to exceed price~~  
~~Consultants~~

6. Costs and Expenses.

Client shall be responsible for reimbursing Consultant for its direct costs incurred in retaining professionals on behalf of Client, but only if Client has approved such hiring in advance. Client shall also be responsible for reimbursing Consultant for any out-of-pocket expenses of Consultant in performing services, included printing expenses, advertising expenses, and mailing expenses.

7. No Guarantee.

Consultant agrees to use its best efforts for the Client and to perform all services in a professional, diligent, business-like manner. However, Client recognizes that Consultant cannot guarantee a particular result or outcome of any permit request.

8. Termination of Services.

Consultant may terminate this Agreement and its representation of Client if Client is in breach of any of its obligations in this Agreement or if the Consultant is required to withdraw from representation of Client in accordance of the rules of professional conduct applicable to Consultant. Client may terminate this Agreement at any time subject to Client's obligation to pay Consultant for services rendered pursuant to this Agreement.

9. Notices.

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage prepaid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Consultant:

Leedara Zola  
PO Box 376  
Siasconset, MA 02564

If to Client:

West Tisbury Affordable Housing Committee  
PO Box 278  
West Tisbury, MA 02575

10. Hold Harmless

**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, 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 warrant article as approved at Town Meeting on April 20, 2018, (“Attachment A”). The Contract Documents constitute the entire Agreement between the parties concerning Grant Agreement and Attachment A, 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”). The AFFORDABLE HOUSING TRUST may request an extension in the form of a letter to the CPA COMMITTEE, and the CPA COMMITTEE may grant an extension for good cause shown. If an extension is not approved by the CPA COMMITTEE, or the Trust fails to ask for an extension, any unused funds are to be returned to the TOWN.
3. The Project. The Project is described in the “Article”, “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, unless such units are acquired or created using CPA funds.
  - 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. The TRUST shall provide the CPA COMMITTEE with a written update on the use of Funds by the thirtieth of June, annually.

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: \_\_\_\_\_