



Fitchburg Housing Authority
Request for Proposals
Leasing of 76 Mechanic Street
RFP #08-2021-01

Central Registry Release: Wednesday, August 11th, 2021
Bid Released to Public: Wednesday, August 25th, 2021
Site-Inspection: Tuesday, September 14th, 2021
Questions from Bidders: Friday, September 25th, 2021
Bid Due Date One: Friday, October 8th, at 11:30 am
Bid Due Date Two: Friday November 12th, at 11:30 am

FHA Contact: Ex. Dir. Douglas M. Bushman

dbushman@fitchburgha.org

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I. Declaration of Real Property Available for Lease

The Fitchburg Housing Authority (hereinafter the FHA, Authority, or Awarding Authority) by its Board of Commissioners voted in a regular public meeting on May 28th, 2021, to make its real property located at 76 Mechanic Street open for leasing via an RFP.

II. Introduction

1. The FHA currently leases 76 Mechanic Street (Leased Premises) on a month-to-month basis to Our Father's House which is a non-profit provider of housing for hard to house individuals. The Authority is required to issue this RFP to secure a lease to all applicable vendors.
2. This RFP is designed to inform prospective proponents concerning the criteria and objectives for interested parties in submitting their proposals to the FHA for the Leased Premises.
3. The Authority will review all proposals based on the criteria set forth in this RFP.
4. No final award will be made until final execution of a lease by the bidder and the FHA (by its Awarding Authority the FHA Board) as well as its regulatory agency DHCD.
5. The selected Contractor must sign a lease per the terms of this RFP.
6. Until a lease is signed, the FHA reserves the right to reject any or all proposals or elect not to proceed with this RFP.

III. MA Chapter 30B Standard Bid Standards

This bid follows Chapter 30B legal standards for leasing of property:

1. Listed Twice in Local Newspaper
2. Listed in Central Registry
3. Listed in Goods and Services Bulletin
4. Listed in COMMBUYS
5. Listed on FHA Website and Posted on FHA Property

The FHA reserves the right to exceed the standards set by Chapter 30B.

IV. Key Bid Dates:

1. Central Registry Release Date: Wednesday, August 11th, 2021
2. Bid Released to Public: Wednesday, August 25th, 2021
3. Non-Mandatory Site-Inspection: Tuesday, September 14th, 2021
4. Questions from Bidders: Friday, September 25th, 2021
5. Bid Due Date Round One: Friday, October 8th, at 11:30 am
6. Bid Due Date Round Two: Friday November 12th, at 11:30 am

V. Property Description

1. The Leased Premises is located at 76 Mechanic Street in the City of Fitchburg, County of Worcester, Commonwealth of Massachusetts and is a single-structure composed of three floors with the following configuration: nine (9) bedrooms, one (1) living room, one (1) den, one (1) kitchen, one (1) dining room, four (4) bathrooms, and one (1) small office.

2. The Leased Premises are currently occupied and in use with a lease between the FHA and the current non-profit provider.

3. Please see attached floor plan.

VI. FHA's Relationship with Provider's Clients, Employees and Contractors

This lease agreement will not create a legal relationship be it landlord-tenant or other between the Authority and the Provider's clients who will reside at the Leased Premises nor with any of the providers contractors and/or employees. Such individuals will be the sole clients, tenants, contractors, and/or employees of the Provider.

VII. Beginning of Lease and Term in Years

- (a) The FHA is seeking a proponent to lease the described premises for a term of five (5) years.
- (b) The lease will begin no later than one hundred and twenty (120) days after an award is made.
- (c) However, this may be delayed by another thirty (30) to sixty (60) days at the sole discretion of the Authority.

VIII. Non-Compensation Criteria:

The following lists the key criteria outside compensation that must be demonstrated by the selected provider:

1. Hard-to-House Populations: (a) The Leased Premises is reserved for those entities that intend to house individuals who are traditionally characterized as part of hard-to-house populations which include individuals from the following populations:

- i.mental disabilities
- ii.physical disabilities
- iii.those who are in drug/substance recovery and
- iv.victims of domestic abuse.

(b) Funding from an applicable funding source from a public agency such as Massachusetts Department of Mental Health or Public Safety can be used as evidence that the proposed lessee intends to lease the premises to hard to house individuals. However, other forms of documentation can be accepted based upon the review and approval of the FHA.

2. Affordable Housing Opportunities: (a) The rental terms for such individuals must be set per the affordable housing guidelines as set by the U.S. Department of Housing & Community Development. No individual can make more than 80% of area median income for the Fitchburg Massachusetts area. (b) However, the FHA does not expect the provider to conduct income-verification on its applicants, but it wants to ensure that the housing opportunities are offered to vulnerable populations. (c) Evidence of funding from a public agency will suffice that the provider's clients meet the affordability standards.

3. Provider Experience: The successful proponent must have a minimum of five (5) years in providing housing and client services for hard to house populations

4. Funding: (a) The successful proponent must demonstrate that they have sufficient funding to ensure payment of rent, other outlined expenses such as, but not limited to, utilities, and the maintenance of property per the parameters of this agreement. (b) Such evidence can be a funding letter or a letter that such funding will be provided if the provider is awarded the bid.

IX. Performance of Services-Proponent

The successful proponent shall be responsible for the following.

- (1) Pay all property taxes assessed by the City of Fitchburg.
- (2) Pay and be responsible for all utilities including water and electricity.
- (3) May not store or dispose of trash or refuse on, or otherwise obstruct, the driveways, walks, and parking areas and other common areas of the Property.
- (4) Will not make any structural alterations or additions, nor permit the making of any holes in the walls, partitions, ceilings or floors, carpeting, etc. without the prior written consent of the Landlord which consent will be not unreasonably withheld.
- (5) If the Lessee has received written approval to make alterations, additions and improvements they shall be made in good and workmanlike manner, using commercially reasonable materials, and shall be in compliance with all laws, regulations and other requirements of applicable governmental authorities. Tenant agrees to pay vendors and contractors for all of its work when due, and to procure and pay for all permits and licenses required in connection with such work.
- (6) Proponent shall be responsible for day-to-day cleaning of the Leased Premises as per the standard 689 DHCD Lease. (See Appendix)
- (7) Pay the rent on the first of the month for the entire agreed to lease period.

The FHA and the proponent will meet informally on a monthly basis to review the lease and ensure the parties are adhering to its provisions and resolve any issues.

X. Performance of Services-Authority

- (1) The FHA will ensure that the modernization needs of the Leased Premises are addressed when funds from its funding agency, the Massachusetts Department of Housing & Community Development are made available.
- (2) The FHA will address those maintenance issues as contained in the standard DHCD 689 lease.

XI. Assignment and Subleasing of Lease Agreement Stipulations

- (1) This lease cannot be assigned and/or subleased unless by express written permission of the Authority.
- (2) The FHA can exert any - or no - grounds for denying an assignment or sublease of this agreement.
- (3) A request to assign must be in writing, no oral considerations for assignment will be considered.
- (4) All assignments and sub-leases must be approved by the FHA Board of Commissioners.

XII. Proposed Price Proposal

- (1) The Respondent's price proposal is the proposed rent to be paid monthly to the FHA.
- (2) Based on an in-house appraisal that was based on DHCD's 689 Housing Program the FHA has calculated that the fair market rent is \$3,656.00 per month. This does NOT include utilities such as heat, electricity, phones, cable, and/or water.
- (3) The FHA will consider monthly rental offers lower than the proposed fair market rent based on the totality of the proposal and changing market conditions.

XIII. Inducements

- (a) The Respondent's proposal can include inducements to the FHA which would be in addition to the price proposal. Such inducements can be monetary such as a one-time monetary payment.
- (b) This is not a mandatory requirement, and the Respondent does NOT have to offer any inducements beyond the proposed price proposal.

XIV. COLA Payments & Rental Increases

On the anniversary of the Lease Agreement the rent will be increased by a set Cost of Living Adjustment (COLA) which will be the annual increase, if any, of the Social Security payments.

XV. Marketing & Authority Name

The Contractor agrees not to use the FHA name or seal in advertising, trade literature, or press releases without the prior approval of the Authority, nor shall it place any signs, displays or banners on the Leased Premises without the express written permission of the Authority.

XVI. Monitoring & Program Criteria

- (1) The FHA will NOT be responsible for the monitoring of any clients from the proposer and/or required to adhere to any funding program requirements that are outside of this RFP, and the final lease agreement.
- (2) The FHA will work with the provider for any license and certification requirements they require from their outside funding sources, however, the FHA has discretion to deny any physical alternations unless required by local and state health and building codes.

XVII. FHA's Right to Reject Any and All Bids

- (1) The FHA is under no obligation to proceed with this RFP and may cancel the RFP at anytime with or without the substitution of another.
- (2) The Authority reserves the right to reject in whole or in part any or all Proposals, when it determines that rejection serves the best interests of the FHA. The FHA may waive minor informalities in the Proposal or allow the respondent to correct them.

XVIII. Confidential

The contents of each proposal submitted shall remain confidential and will not be made available to competing proponents. Respondents wishing to review the contents of competing proposals may do so only after a contract has been awarded and executed.

XIX. Termination before Lease Term Ends

(a) Should the tenant default with respect to any material term or condition of the lease, and if such default continues for thirty (30) days following written notice of such default by the FHA to the tenant, the Authority may terminate the lease and take all other lawful action to perfect its remedies against the successful respondent hereunder. (b) Notices of default and the tenant's responses if any to correct needs to be in writing.

XX. Approval of Final Lease Agreement: Three Steps

(a) Final approval of the lease is contingent upon the FHA's regulatory and funding agency the Massachusetts Department of Housing & Community Development reviewing and approving the lease. (b) If the Provider will be receiving funding from a 3rd party agency, then the FHA shall require documentation to that effect before any lease can be signed. (c) The awarding authority is the FHA's Board of Commissioners which has final approval of award under this RFP.

XXI. Award & Contract

(a) If a Contract is awarded, the Contract will be awarded to that responsive and responsible Contractor whose Proposal is deemed most advantageous to the FHA taking into consideration the evaluation criteria and Proposal Pricing. (b) The FHA will enter into a lease with the selected Contractor that best meets the criteria set out in this RFP which may not necessarily be the bid proposal with the highest rent proposal.

XXII. Waiver

(1) Failure of the FHA or the Successful Proponent to require the performance of any obligation by the other party under the terms of this Contract in any specific instance shall not affect the right of such party to require performance of that or any other obligation in the future.

(2) Any waiver by the Authority or the Successful Proponent of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of that provision, a waiver or modification of the provision itself, or a waiver or modification of any other right or obligation provided or owed under the terms of this Contract.

XXIII. Further Assurances

The Authority and the Successful Proponent hereby agree to execute any further documents and do all other things as may be reasonably necessary or desirable to give full force, effect, and validity to this Contract.

XXIV. Insurance Requirements

(1) The Contractor will provide and maintain during the term of the Contract all insurance required below with respect to performance under this Agreement by the Contractor and its agents, vendors, employees and subcontractors.

(2) The Authority agrees to obtain and keep in effect insurance against loss to the Premises or criminal act, pursuant to the statewide insurance policy for state-funded public housing projects. Provider covenants and agrees that Provider will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises above the standard rate applicable to the Premises hereby occupied for the use to which Provider has agreed to devote the Premises, or which shall void such insurance. Provider further agrees that in the event Provider shall do any of the foregoing, Provider shall promptly pay to the Authority on demand any such resulting increase in insurance costs, which shall be due and payable as additional rent hereunder, or Provider shall cease activities which cause the voiding of the insurance as the case may be.

(3) Provider agrees to obtain and keep in effect comprehensive public liability insurance indemnifying the Authority and the Provider on an occurrence basis against all claims and demands for personal injury liability or damage to property which may be claimed to have occurred upon the Premises with a limit of not less than:

- Bodily Injury - \$1,000,000 each person
- Bodily Injury - \$1,000,000 each occurrence
- Property Damage - \$600,000 each occurrence
- Combined Single Limit Bodily Injury and Property Damage - \$1,500,000 each occurrence.

(4) Provider shall ensure that the Authority is named in the comprehensive public liability insurance policy as a co-insured pursuant to the indemnification provided to the Authority in Paragraph XXV (1) below. The policy shall affirmatively recognize this indemnification and shall provide that where the policy conflicts with the terms of this indemnification, the indemnification controls. Further, the policy shall provide that the Authority be given at least thirty (30) days written notice of any change in or termination of such policy. Proof of such insurance coverage and a copy of the policy must be provided to the Authority prior to the initial execution of this Contract and prior to the annual renewal date of the Contract.

XXV. Indemnification

(1) This paragraph shall be void and without effect if the Provider is the Department of Mental Health and as such is subject to M.G.L. c. 258.

(2) (a) The Provider will save, defend, hold harmless and indemnify the Authority from and against any and all claims, liabilities, or penalties (including the cost of its reasonable attorney's fees) asserted by or on behalf of any person, corporation, or public entity:

- i. To the extent provided by the comprehensive public liability insurance required by Paragraph XXIV (2), based upon or because of any injury to person, or loss of or damage to property, sustain or occurring in, on, or about the Premises due to or arising from the act, omission, fault, negligence, or misconduct of Provider, any employee, invitee, guest, or agent of Provider or resident of the Premises, or arising out of the use or occupancy of the Premises by any person claiming through Provider; or
- ii. Due to or resulting from the failure of Provider to perform and carry out its responsibilities and obligations under this Contract.

(b) Notwithstanding the provisions of Paragraph XXV (1) above concerning the limitation of this indemnification, the Provider shall, nevertheless, indemnify the Authority for any liability described therein which falls within the scope of any "deductible" provision included in such insurance policy.

(3) The Authority will save, defend, and hold the Provider harmless and indemnify Provider, from and against any and all claims, liabilities, or penalties (including cost of reasonable attorney's fees) asserted by or on behalf of any person, corporation, or public entity based upon or because of any injury to person or loss of or damage to property, sustained, or occurring in, on, or about the Premises due to or arising from the design or construction of the Premises or any major capital improvements thereto. This indemnification does not cover the day-to-day routine care of the Premises, which is the sole responsibility of the Provider.

XXVI. Clarifications, Questions, Withdrawal & Cancellation of Proposals

(1) Oral statements, representations, clarifications or modifications concerning this RFP are not binding upon the FHA. Questions concerning this request for proposals must be submitted, in writing, to Douglas M. Bushman, Executive Director & CPO. Questions may be delivered, mailed, emailed to dbushman@fitchburgha.org or faxed to 978-343-7025. All questions received from interested parties and responses will be incorporated into an addendum.

(2) Proposers may correct, modify, or withdraw a proposal by written notice received by the FHA *prior to the time and date set for the proposal opening*. After the proposal opening, proposers may not change any provision of the proposal in a manner prejudicial to the interests of the FHA or fair competition.

(3) Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. Proposers may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

(4) Questions regarding this RFP will be accepted up to Friday, September 25th, 2021

XXVII. Site Inspection

A non-mandatory site inspection will be conducted on Tuesday, September 14, 2021. The site inspection may be limited in scope due to the premises being occupied by the current provider's clients.

XXVIII. Bids Due Dates

There will be two (2) bid dates:

- Friday, October 8th, at 11:30 am
- Friday November 12th, at 11:30 am (If no successful bid from round one)

All bid submissions and the bid openings will be conducted at 50 Day Street at the C.J. Durkin Apartments – FHA Administrative Offices.

XXIX. Evaluation Criteria

(a) All proposals meeting the Minimum Threshold Requirements will be reviewed. Final selection will be based upon an evaluation and analysis of the information and materials required under this RFP. (b) As part of the comparative evaluation process, the FHA further reserves the right to interview proponents at a date and time to be scheduled and held at FHA offices, or remotely.

The following are the evaluation criteria:

1. Submitted Required Documents.
2. Five Years minimum experience with Housing Hard-to-House Populations.
3. Pricing Proposal meets Minimum Rent or Exceeds Appraised Rent.
4. References Confirm experience of Proposal (minimum of three).
5. Ability to Enter into Lease within the Stated Time Period.

1	Experience with Hard to House Populations	Unacceptable	Advantageous	Highly Advantageous
	Has prior experience with hard to house populations, has demonstrated experience in working with these populations both in programs and in housing them.	Proposer has no experience with Hard to House populations or such experience is less than five years and/or such experience does not include housing such populations.	Proposer has the minimum of five years of experience which includes both housing and program management.	Proposer has the minimum of five years of experience as required but has managed several hard to house population locations and administered programs for hard to house populations.
2	Pricing Proposal	Unacceptable	Advantageous	Highly Advantageous
	Proposed pricing meets the FHA appraised rent cost.	Rent proposal is lower than the FHA's appraised rent value.	Rent proposal meets or exceeds the appraised rent value.	Rent proposal exceeds the FHA appraised rent value and is higher than any other submitted rent proposal.
3	References	Unacceptable	Advantageous	Highly Advantageous
	Proposer must submit list of references indicating past performance with the listed evaluation criteria.	Proposer does not submit list of references or list of references is not sufficient to evaluate proposal.	Proposer lists references sufficient to evaluate the background of the candidate.	Proposer lists significant number of references that indicate the candidate exceeds listed criteria.
4	Inducement	Unacceptable	Advantageous	Highly Advantageous
	Proposer may submit inducements to the FHA but is not required to.	N/A	Proposer submitted an inducement.	Proposer submitted an inducement that had a higher monetary value than other proposals.
5	Subsidy/Funding	Unacceptable	Advantageous	Highly Advantageous
	Proposer demonstrates sufficient funding to cover the cost of their proposal.	Proposer did not submit valid subsidy and/or funding information.	Proposer submitted valid subsidy and/or funding information sufficient to cover the cost of the proposal.	Proposer has current funding in place.
6	Affordable Housing	Unacceptable	Advantageous	Highly Advantageous
	Proposed clients of provider do not exceed 80% of AMI	Clients to pay provider market rates for services provided	Clients do not exceed 80% of AMI and pay only a minimal amount for services received.	Clients do not exceed 80% of AMI and pay no money for services received

XXX. General Submission Requirements (Submit All Bids in SEALED envelopes)

A. Required Submission Documents and Forms

All Proposals submitted must include the following documents in the same order:

1. Letter of Interest Cover Letter – No more than two (2) pages
2. Reference Form – Can also include attached reference letters
3. Hard-to-House Populations Form
4. Price Proposal Form
5. Inducements Proposal Form
6. Years of Experience Form (5 Years Minimum)
7. Proposed Subsidy Provider Documentation
8. Disclosure of Beneficial Interests Form¹
9. Commonwealth of Massachusetts Statement of Tax Compliance
10. Certificate of Non-Collusion
11. HUD Affordable Income Rates
12. Review of Sample Lease (at the discretion of the submitter to review)

Failure to provide required documentation can cause the proposal to be rejected.

B. Required Submission Procedures

Failure to follow proper submission procedures can cause the proposal to be rejected

1. Submit Bids in Sealed Envelope addressed as follows:

PROPOSAL TO LEASE REAL ESTATE 76 MECHANIC STREET
C/O Douglas M. Bushman Executive Director & Chief Procurement Officer
Fitchburg Housing Authority 50 Day Street, Fitchburg, MA 01420

2. Submit Bids before the date and time deadline

¹ If selected as a successful bidder, this form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7C, section 38, prior to the conveyance.

XXXI. RFP Attachments

1. Letter of Interest Cover Letter – No more than two (2) pages
2. Reference Form – Can also include attached reference letters
3. Hard-to-House Populations Form
4. Price Proposal Form
5. Inducements Proposal Form
6. Years of Experience Form (5 Years Minimum)
7. Proposed Subsidy Provider Documentation
8. Disclosure of Beneficial Interests Form²
9. Commonwealth of Massachusetts Statement of Tax Compliance
10. Certificate of Non-Collusion
11. HUD Affordable Income Rates
12. Review of Sample Lease (at the discretion of the submitter to review)
13. Floor Plan

² If selected as a successful bidder, this form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7C, section 38, prior to the conveyance.

1. LETTER OF INTEREST COVER LETTER INSTRUCTIONS

- A. Each bidder must include a cover letter not to exceed two (2) pages. The cover letter should be a general introduction about the bidder's organization, type of hard-to-house population clients, proposed rent amount, any inducements, and if the bidder has secured any necessary subsidies.
- B. The bidder can include any other pertinent information about the organization such as how long in existence, prior experience, etc.

2. REFERENCE FORM

Each bidder must complete and submit this form. If any reference letters are included, please attach to the reference form. If more references included simply copy this page.

1. Reference: _____

Contact Name: _____

Contact Number: _____

Contact Email: _____

Type of Reference: _____

2. Reference: _____

Contact Name: _____

Contact Number: _____

Contact Email: _____

Type of Reference: _____

3. Reference: _____

Contact Name: _____

Contact Number: _____

Contact Email: _____

Type of Reference: _____

3. HARD TO HOUSE POPULATIONS FORM

Please document what experiences you have had with hard-to-house populations

1. Mental disabilities: _____ Housing _____ Services _____ Other

Explain: _____

2. Physical Disabilities: _____ Housing _____ Services _____ Other

Explain: _____

3. Drug/Substance Recovery: _____ Housing _____ Services _____ Other

Explain: _____

4. Victims of Domestic Violence: _____ Housing _____ Services _____ Other

Explain: _____

5. Other: _____ Housing _____ Services _____ Other

Explain: _____

4. PRICE PROPOSAL FORM

1. **Name of Bidder:** _____

2. **Proposed Monthly Rent:** _____

3. **Signed by Bid Representative:** _____

4. **Print Name of Representative:** _____

DATE: _____, 2021

5. INDUCEMENTS PROPOSAL FORM

This form is NOT required if no inducements being offered by the bidder.

Name of Bidder: _____

Proposed One Time Inducement: _____

Other Forms of Inducements: _____

Signed by Bid Representative: _____

Print Name of Representative: _____

DATE: _____, 2021

6. YEARS OF EXPERIENCE FORM

The successful bidder must demonstrate a minimum of five (5) years of experience in housing hard to house populations.

A. Experience

Location of Housing: _____

Type of Program: _____

Subsidy Agency: _____

Length of Experience: _____

B. Experience

Location of Housing: _____

Type of Program: _____

Subsidy Agency: _____

Length of Experience: _____

C. Experience

Location of Housing: _____

Type of Program: _____

Subsidy Agency: _____

Length of Experience: _____

D. Experience

Location of Housing: _____

Type of Program: _____

Subsidy Agency: _____

Length of Experience: _____

Make Copies if Proposer Needs more Space

7. Proposed Subsidy Provider Documentation

Name of Bidder: _____

Funding Subsidy in Place: ____ YES ____ NO

If Yes Name of Funding Agency: _____
(Please Attach Funding Documentation)

If Funding is Not in Place, Please Explain How Does the Bidder Plan on Funding the Operations at the Leased Premises: _____

Signed by Bid Representative: _____

Print Name of Representative: _____

DATE: _____, 2021

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)
INSTRUCTION SHEET**

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest, then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

C/O Douglas M. Bushman Executive Director & Chief Procurement Officer

Fitchburg Housing Authority 50 Day Street, Fitchburg, MA 01420

DISCLOSURE STATEMENT

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

**COMMONWEALTH OF MASSACHUSETTS
STATEMENT OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify

under the penalties of perjury that _____ has fully

Name of Entity

complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company Name: _____

Address: _____

Name & Title of Signatory: _____

Date: _____

Federal Tax ID or Social Security Number: _____

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.

Name of Business

Signature of Individual/Corporate Name

Signature of individual submitting bid or proposal

Social Security Number or Federal Identification Number

HUD Affordable Income Rates



FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Roanoke, VA HUD Metro FMR Area	\$78,400	Very Low (50%) Income Limits (\$) Explanation	27,450	31,400	35,300	39,200	42,350	45,500	48,650	51,750
		Extremely Low Income Limits (\$)* Explanation	16,450	18,800	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	43,900	50,200	56,450	62,700	67,750	72,750	77,750	82,800

NOTE: Roanoke city is part of the **Roanoke, VA HUD Metro FMR Area**, so all information presented here applies to all of the **Roanoke, VA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Roanoke, VA HUD Metro FMR Area**.

The **Roanoke, VA HUD Metro FMR Area** contains the following areas: Botetourt County, VA; Craig County, VA; Roanoke County, VA; Roanoke city, VA; and Salem city, VA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2021 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2021 [Fair Market Rent documentation system](#).

SAMPLE LEASE

**LEASE AND MANAGEMENT CONTRACT
BETWEEN**

THE _____ HOUSING AUTHORITY

AND _____

This Contract is made this _____ day of _____, 2009 (the "**Contract Date**") between the _____ Housing Authority, a public body politic and corporate duly organized pursuant to Chapter 121B of the Massachusetts General Laws ("**Chapter 121B**") with its principal place of business at Street, City State & Zip here (the "**Authority**"), and _____, a Massachusetts non-profit corporation having its principal place of business at Street, City State & Zip here (the "**Provider**"; together the with the Authority, the "**Parties**") to lease the property owned by the Authority at Street, City State & Zip here and consisting of the land and all buildings thereon, including all exterior grounds, walkways, and parking areas (the "**Premises**").

Whereas:

The Authority owns and operates the Premises under a Contract for Financial Assistance (CFA) with the Department of Housing and Community Development ("**DHCD**") pursuant to Chapter 689 of the Acts of 1974 and/or Chapter 167 of the Acts of 1987, and

The Provider seeks to lease the Premises and operate on the Premises a program of services for low income persons with disabilities in a residential setting licensed and/or regulated by the Massachusetts Department of Mental Health ("**DMH**") pursuant to a contract with DMH (the "**DMH Contract**"), which contract is incorporated by reference herein, and

DMH has approved this Contract and has executed a guarantee, attached and incorporated herein, which details certain duties of the Provider that DMH will fulfill if the Provider is unable to do so, and

The Authority, Provider, DMH and DHCD desire to ensure that the rent for the Premises is sufficient to support the reasonable operating expenses of the site, including a six month operating reserve as described herein in Paragraph 6.g., provided that all rental funds paid for the Premises shall be used only to support these costs of the Premises and for no other property or program of the Authority or of the Provider;

Therefore, the Authority and Provider agree as follows:

1. **Use of Premises.** The Authority hereby leases the Premises to Provider for the purpose of operating a Residential Program for no more than _____ low income persons with disabilities. Increases in this occupancy level must be approved in advance by DHCD. The Provider shall notify the Authority in advance of any significant changes in either the resident population or the services being provided through the Residential Program at the Premises.
2. **Services.** Provider shall provide the following services to the residents at the Residential Program at the Premises: _____

A detailed service plan must be in place for all residents and available at the Premises for DMH review.

3. **Term.** The term of this contract is for a period of one (1) year from the Contract Date. It shall be automatically extended for four (4) successive one (1) year periods unless written notice of intent to terminate is given by either party to the other not less than ninety (90) days prior to the date on which this contract would automatically extend, or this contract is terminated as provided in Paragraph 12 below, provided that in no event shall the term together with any extension period of this contract exceed five years from the Contract Date. A copy of the notice of intent to terminate shall be sent by its originator to all other signatories of this Contract.

4. **Rent.**

- a. Rent for the Premises is \$_____ per month due on the first day of each month.
- b. Effective on the anniversary of the Contract Date each year (the "Contract Renewal Date"), the rent will be increased by a percentage that is no less than the Cost of Living Adjustment (COLA) as published by the U. S. Social Security Administration for the current calendar year. Implementation of COLA-adjusted rent increase on the Contract Renewal Date is a requirement of this Contract and shall not be delayed pending the outcome of any negotiations pursuant to Paragraphs 4.c. and 4.d. below.
- c. The Rent will be reviewed each year prior to the Contract Renewal Date at the annual meeting described in Paragraph 4.d. with representatives of the Authority, the Provider and DMH to determine whether the Rent, as adjusted by the COLA increase, is sufficient to cover the expenses of the Authority for the Premises, including:
 1. Maintenance of an operating reserve for the Premises equivalent to at least six months operating costs;
 2. Cost to the Authority of insurance for and repairs and maintenance provided to the Premises;
 3. A reasonable allocated portion of the Authority's central administrative costs which shall be determined in accordance with Generally Accepted Accounting Principles (GAAP) accounting methodology and policies as provided for in DHCD's Accounting Manual for State-aided Housing;
 4. Payments in lieu of taxes;
 5. Any costs associated with the Authority's assumption of any of the Provider's responsibilities as set forth in Paragraph 6 herein; and
 6. Other costs directly associated with the operating or capital needs of the Premises, to be specified at the Annual Meeting described in Section 4(d). If no other costs are specified, then only the costs listed in 1-5, above, will be considered.

All appropriate budget and expense information will be shared as part of this review, including Premises-based budget and operating cost information where available and a statement of the current operating reserve level for the Premises. As a result of the annual meeting, Rent may be increased above the COLA amount specified in Paragraph 4.b, as is agreed to by the parties, or as specified by DHCD, in accordance with Paragraph 4.d.

- d. Annual Meeting: Prior to the Contract Renewal Date, the Authority, Provider and DMH will meet to review and address any Premises-related issues raised by any of the Parties, including at a minimum the following:
1. The Parties shall conduct or schedule an inspection of the Premises in compliance with Paragraph 13.
 2. The Authority will present a copy of the current year budget for the Premises and a report of expenditures made from the Premises' operating reserve fund (Paragraph 6.g.) in the year and a statement of the current reserve balance.
 3. If appropriate, the Authority may present a proposed new budget for the Premises for next year and propose a new rent amount.
 4. The Authority will share its current capital plans for the Premises as described in Paragraph 6.e. for discussion and comment by the Parties.
 5. The Parties will review the attached "**c. 689 Maintenance Responsibilities**" (which is hereby incorporated in this Contract and included as Attachment A) and confirm the responsibilities described therein. Attachment A is intended to be illustrative of the responsibilities of the Parties but is not to be considered all inclusive.
 6. The Provider will provide evidence that an insurance policy in compliance with the requirements of Paragraph 10 is currently in effect.
 7. After business hours procedures and contacts for both Parties will be reviewed and identified for emergency purposes.

Following the annual review of costs, the Authority, Provider and DMH shall agree upon the next year's budget for the Premises and determine whether the Rent, as adjusted by the Paragraph 4.b. COLA increase, is sufficient to cover any increase in costs reflected in the new budget, or if an additional adjustment to the Rent is needed to cover such costs. If an additional adjustment is determined necessary, the Authority, Provider and DMH shall agree upon the adjustment.

If the parties agree to an adjustment in the Rent, the adjustment shall be documented in writing signed by the parties, DMH and DHCD. The document shall be considered an amendment to this Contract, in accordance with Paragraph 17, and shall be effective as of the Contract Renewal Date unless a different effective date is specified in the signed document.

In the event the Authority, in accordance with paragraph 4(c) above, seeks a rent adjustment in excess of the COLA and the Provider, DMH and Authority cannot agree on a new budget and/or an adjustment to the Rent, the Authority will inform DHCD and DMH Central Office staff in writing, and the Authority, Provider and DMH will provide DHCD and DMH Central Office staff with their recommendations and supporting documentation regarding the proposed new budget and/or Rent within sixty days after the Contract Renewal Date. Both DHCD and DMH Central Office staff must agree to any increase in rent proposed under this process. They will jointly issue a final decision within forty-five days of receipt of the supportive documentation. Pending this final decision, the Rent payable by the Provider shall be determined in accordance with Paragraph 4 (a) and (b) above. If a new Rent is approved, the approved increase shall take effect in ninety days and shall not be retroactive. The joint decision shall be signed by the parties and DMH as an amendment to the Contract in accordance with Paragraph 17.

If it is determined that the Rent as adjusted by Paragraph 4.b. COLA increase exceeds the costs of the Premises as reflected in the new budget, the Authority agrees that the excess amount of the Rent will be paid into the Premises Operating Reserve Account and used in accordance with Paragraph 6.g.

5. **Utilities.** Provider agrees to pay the cost of all utilities to the Premises including heat, hot water, electricity, gas, telephone, water, and sewer, and the connection costs and membership fees for cable television. The Authority agrees to be responsible for the initial hook-up costs of all other utilities.

6. **Maintenance of Premises.** The Authority and Provider agree to share responsibility for the maintenance of the Premises as described in "Attachment A" and in accordance with the provisions of this Paragraph.

- a. **Emergency Repairs.** The Authority agrees to repair or correct any condition posing an imminent threat to a resident's life, health, or safety as per State Sanitary Code (the "Code") 105 CMR 410.750 or otherwise posing serious damage to the Premises within the timeframes provided by the Code. The Authority shall also be responsible for Emergency Repairs of the type described in Attachment A. If the Authority is unable to correct any condition within said timeframe, then the Provider may elect to make the necessary repairs. In doing so, the Provider shall utilize a licensed and insured contractor and provide the Authority with documentation of the repairs. The reasonable cost of this contract work will be reimbursed by the Authority within thirty days of receipt of proof of costs if these procedures are followed. The Provider shall make reasonable efforts to select a contractor from the Authority's list of publicly procured vendors. If the Provider wishes to appeal an Authority decision on reimbursement of such costs, the Parties agree to appeal to DHCD and abide by its decision.

Provider agrees to give telephone notice to the Authority, as **specified below**, immediately upon discovery of any such emergency condition so that the Authority has the option of utilizing its own staff for the purpose of making such repairs. _____

- b. **Routine & Preventive Maintenance.** The Provider and the Authority agree to complete the routine and preventive maintenance tasks and inspections of the type assigned to them in Attachment A to this Contract, and to maintain records of these tasks as specified by the Authority. The checklists outlining the completion of these tasks must be available for review by the other party at any time and will be discussed at the annual meeting.
- c. **Minor Repairs.** The Provider must submit a work order request in the form prescribed by the Authority to notify the Authority of the need for minor repairs of the type described in Attachment A. The Authority will notify the Provider in advance of scheduling the maintenance appointment, and the Provider will provide access to the Premises as needed to complete the work. These repairs shall be completed within a reasonable timeframe, unless the Authority identifies and communicates any extenuating circumstances. The Parties may agree to an alternative mechanism to make minor

repairs provided the responsibilities of each party are clearly defined in a document signed by the Parties, and incorporated as an addendum to this Contract.

- d. **Major System Repairs.** The Authority shall be responsible for repair of any condition on the Premises requiring major repair to or replacement of any building system or structural or exterior component, of the type described in Attachment A as Major Systems Repairs.
 - e. **Capital Planning.** All parties will adopt the Capital Planning System (CPS) capital needs assessments and capital plans issued through DHCD as the basis for ongoing capital planning for the Premises, once the Authority has a DHCD-approved capital plan for the Premises. These plans will be implemented by the Authority, dependent on availability of capital grant funding, surplus operating reserves available for capital projects, and related factors. The Annual Meeting described in paragraph 4 (d) above will also include a reexamination of capital needs as per the CPS and allow for participation by all parties in updating or modifying the CPS and identifying possible funding sources for the improvements. The Authority is responsible for maintaining the Premises as one element of its overall public housing portfolio, so the resources it receives through any CPS formula allocation must be distributed in an equitable manner respectful of the needs of the entire portfolio.
 - f. **Other Cost Considerations.** The cost of any repairs for damage attributable to the use of the Premises by the Provider and employees, agents, invitees, guests, and residents of the Provider, with the exception of normal wear and tear on the Premises, shall be borne solely by Provider. Any LHA repair cost schedules are subject to periodic adjustments, in accordance with standard LHA practice and procedure for tenant charges resulting from damages.
 - g. **Operating Reserve.** The Authority agrees to maintain a separate operating reserve for the Premises as required by DHCD. The primary purpose of this operating reserve is to fund minor repairs and emergency repairs at the Premises. Reserves for the Premises may not be consolidated with reserves for any other Authority projects, including other developments operated by or for DMH or the Provider. A reserve level equal to six months of budgeted operating expenses shall be maintained as stated in Paragraph 4.c. above. Reserves in excess of this standard will be considered available to fund capital improvements to the Premises.
7. **Betterments.** Provider agrees not to make any alteration, renovation or betterment to the Premises without the expressed written approval of the Authority.
 8. **Operating Procedures.**
 - a. Provider agrees to house low income persons with disabilities on the Premises in conformance with the requirements of DMH and this Contract. The Rent due pursuant to Paragraph 4 this Contract is not dependent on the number of residents living at the Premises and shall be due in full while this Contract is in effect.
 - b. Provider agrees to charge each resident no more than 30% of his/her income for use and occupancy of the Premises. The Authority and Provider acknowledge that each resident

may be charged an additional amount to pay for services to be provided by Provider as described in Paragraph 2 above.

- c. **Relocation of Residents:** If it is necessary to temporarily relocate the residents during the time any repairs are being made, Provider agrees to provide the resident(s) with suitable alternative housing accommodations, or, if unable to do so, will notify DMH, which will ensure that suitable alternative housing is provided, at no cost to the Authority. If DHCD determines that the Premises are uninhabitable and must be vacated as a result of the actions of the Authority or its agents, the Authority shall waive the Provider's obligation to pay the Rent until the Premises are determined by DHCD to be habitable.
- d. Provider and Authority agree to closely supervise their employees, agents, guests, invitees, and residents and to be legally, financially, and administratively responsible for their acts or omissions to the extent provided by law and/or this Contract. Provider will notify the Authority of any changes in senior staff working at the Premises to ensure proper communications and continuity in operating procedures.
- e. Provider shall have the exclusive right to determine who participates in the residential program, subject to applicable federal and state laws, regulations, and guidelines. If requested by the Authority, the Provider and/or DMH will be available to publicly respond to community questions regarding resident selection and placement, security and safety protocol, and other matters, within the legal limitations protecting the confidentiality of its residents.
- f. Provider acknowledges that it is a holder of personal data pursuant to M.G.L. c. 66A and agrees to comply with its requirements, regulations at 760 CMR 8.00 et. seq., and any other applicable law or regulation.
- g. Provider and Authority agree to manage the Premises in accordance with applicable law, regulations, and ordinances.

9. **Assignment.**

- a. Provider hereby assigns to the Authority the right to demand and receive from DMH funds which it owes to Provider in such amounts as may be required to satisfy any delinquency in rental payments owed by Provider to the Authority. In the event of any dispute between Provider and the Authority as to the amount of such delinquency, the signatories to this Contract agree that DHCD shall determine such amount, which shall be final and binding on all signatories to this Contract.
- b. The exercise by the Authority of the guarantee and assignment rights under this Contract shall not preclude the Authority from taking any other lawful step against Provider because of such delinquency, including eviction.
- c. This paragraph shall be deemed an assignment by Provider to the Authority of contract rights for the purpose of collection and, therefore, exempt from the filing and other requirements of Article 9 of the Uniform Commercial Code (M.G.L. c. 106, s.9-104(f)).

10. **Insurance.** Sub-Paragraphs 10.b. and 10.c. shall be void and without effect if the Provider is the Department of Mental Health and is subject to M.G.L. c. 258.

- a. The Authority agrees to obtain and keep in effect insurance against loss to the Premises or criminal act, pursuant to the statewide insurance policy for state-funded public housing projects. Provider covenants and agrees that Provider will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises above the standard rate applicable to the Premises hereby occupied for the use to which Provider has agreed to devote the Premises, or which shall void such insurance. Provider further agrees that in the event Provider shall do any of the foregoing, Provider shall promptly pay to the Authority on demand any such resulting increase in insurance costs, which shall be due and payable as additional rent hereunder, or Provider shall cease activities which cause the voiding of the insurance as the case may be.
- b. Provider agrees to obtain and keep in effect comprehensive public liability insurance indemnifying the Authority and the Provider on an occurrence basis against all claims and demands for personal injury liability or damage to property which may be claimed to have occurred upon the Premises with a limit of not less than:
 - Bodily Injury - \$1,000,000 each person
 - Bodily Injury - \$1,000,000 each occurrence
 - Property Damage - \$600,000 each occurrence
 - Combined Single Limit Bodily Injury and Property Damage - \$1,500,000 each occurrence.
- c. Provider shall ensure that the Authority is named in the comprehensive public liability insurance policy as a co-insured pursuant to the indemnification provided to the Authority in Paragraph 11.a. below. The policy shall affirmatively recognize this indemnification and shall provide that where the policy conflicts with the terms of this indemnification, the indemnification controls. Further, the policy shall provide that the Authority be given at least thirty (30) days written notice of any change in or termination of such policy. Proof of such insurance coverage and a copy of the policy must be provided to the Authority prior to the initial execution of this Contract and prior to the annual renewal date of the Contract.

11. **Indemnification.** This paragraph shall be void and without effect if the Provider is the Department of Mental Health and as such is subject to M.G.L. c. 258.

- a. The Provider will save, defend, hold harmless and indemnify the Authority from and against any and all claims, liabilities, or penalties (including the cost of its reasonable attorney's fees) asserted by or on behalf of any person, corporation, or public entity:
 - i. To the extent provided by the comprehensive public liability insurance required by Paragraph 10.b., based upon or because of any injury to person, or loss of or damage to property, sustained, or occurring in, on, or about the Premises due to or arising from the act, omission, fault, negligence, or misconduct of Provider, any employee, invitee, guest, or agent of Provider or resident of the Premises, or arising out of the use or occupancy of the Premises by any person claiming through Provider; or

- ii. Due to or resulting from the failure of Provider to perform and carry out its responsibilities and obligations under this Contract.

Notwithstanding the provisions of Paragraph 11.a. above concerning the limitation of this indemnification, the Provider shall, nevertheless, indemnify the Authority for any liability described therein which falls within the scope of any “deductible” provision included in such insurance policy.

- b. The Authority will save, defend, and hold the Provider harmless and indemnify Provider, from and against any and all claims, liabilities, or penalties (including cost of reasonable attorney's fees) asserted by or on behalf of any person, corporation, or public entity based upon or because of any injury to person, or loss of or damage to property, sustained, or occurring in, on, or about the Premises due to or arising from the design or construction of the Premises or any major capital improvements thereto. This indemnification does not cover the day-to-day routine care of the Premises, which is the sole responsibility of the Provider.

12. **Termination.** Subject to the Guarantee that is part of this Contract, the Contract may be terminated:
- a. By either party for material breach of a provision upon ninety (90) days advance written notice, a copy of which notice of intent to terminate shall be sent by the originator to all other signatories of this Contract.
 - b. By the Provider upon 180 days advance written notice in the event that residents will be permanently relocated and the Contract will not be renewed
 - c. Either party shall have the right to terminate or suspend this Contract immediately in the event that Provider's license to operate is suspended, revoked, or not renewed; or Provider's contract with DMH to provide program services to residents of the Premises is suspended, terminated, or not renewed. In the event that Provider's license to operate is suspended, terminated, or not renewed or Provider's contract with DMH to provide program services is suspended, terminated, or not renewed, DMH shall inform DHCD and the Authority and shall provide maximum notice possible of such license or contract action. Provider agrees to compensate the Authority for any incidental costs incurred by the Authority due to such termination.
13. **Inspections.** The Authority shall have the right to inspect the Premises for any reason upon twenty-four (24) hours advance notice to the Provider of any such inspection, except in emergency circumstances when the Authority may enter onto the Premises immediately. In addition, the Authority, Provider and DMH shall jointly conduct, at a minimum, annual inspections of the Premises as noted in Attachment A, shall provide copies of all inspection reports to all Parties, and shall maintain written inspection reports on file at the Authority.
14. **Notice.** Every notice and demand required or permitted to be given under this Contract, with the exception of work orders and emergency notices provided for in Paragraph 6, shall be in writing and deemed to have been duly given when delivered by hand, nationally recognized overnight courier (in either event with evidence of delivery or refusal of delivery), or when mailed postage prepaid by certified or registered mail, with return

receipt requested, to the addresses below, or to such other address as any party shall from time to time have designated by written notice given to the other parties as herein provided. Notices shall be effective upon the date of receipt or refusal thereof.

Provider: _____

Address: _____

Authority: _____

Address: _____

DMH: _____

Address: _____

DHCD: _____

Address: _____

15. **Tax Waiver.** Provider hereby agrees irrevocably for itself and any successors in interest to waive any right to claim depreciation or an investment credit with respect to the Premises pursuant to applicable federal and state tax laws.
16. **Tax Certificate.** Provider agrees to sign, prior to execution of this Contract, a statement, on a form to be provided by DHCD, certifying that it is in full compliance with all applicable tax laws of the Commonwealth, as required by M.G.L. Chapter 62C, Section 49A.
17. **Entire Agreement.** This Lease and Management Contract, the Guarantee, and all attachments referenced herein represent the entire Agreement between the Parties. All changes or additions to this Contract shall be made in writing and shall not be effective until approved in writing by the Parties, as well as DMH and DHCD.

18. **Validity and Approval.** This contract is valid only upon its written approval by the Parties, as well as DMH and DHCD.

Authority - By: _____ **Date** _____

Print Name: _____

Title: _____

Provider - By: _____ **Date** _____

Print Name: _____

Title: _____

Approval: Department of Mental Health

By: _____ **Date** _____

Print Name: _____

Title: _____

Approval: Department of Housing and Community Development

By: _____ **Date** _____

Print Name: _____

Title: _____

GUARANTEE

As set forth herein, the Department of Mental Health ("DMH") for good and valuable consideration hereby guarantees to fulfill the obligations of _____ (the "Provider") as set forth in the attached contract between the _____ Housing Authority (the "Authority"), and the Provider dated _____. If the Provider fails to fulfill its obligations under the attached contract, DMH shall, at the request of the Authority, undertake operation of the Premises as a Residential Program as described in such contract and may, at its option:

- (1) Manage the Premises and provide services to its residents directly;
- (2) Temporarily relocate residents to another residential program;
- (3) Contract with a new Provider to manage the Premises and provide services to its residents; provided, however, that such shall be subject to the approvals of the Authority and DHCD which shall not be unreasonably withheld; or
- (4) Permanently relocate residents to another residential program.

If DMH proceeds under (1) or (2) above, DMH will pay monthly rent to the Authority as required by Paragraph 4 of the attached Contract except that such payment will be in arrears and it will assume all other obligations and rights of the Provider under the contract, with the exception of Paragraph 10 and Paragraph 11. If DMH proceeds under (3) above, and the Authority and DHCD agree, then the Authority, the new Provider, DHCD and DMH shall enter into a new contract and the attached Contract shall terminate as of the effective date of the new contract. Until the effective date of the new contract, DMH will pay monthly rent to the Authority as required by Paragraph 4 of the attached Contract except that such payment will be in arrears and it will assume all other obligations and rights of the Provider under the Contract, with the exception of Paragraph 10 and Paragraph 11. If DMH proceeds under (4) above, the Contract shall terminate.

Department of Mental Health

By: _____

Date: _____

Print Name: _____

Title: _____

Approval: Department of Housing and Community Development

By: _____

Date: _____

Print Name: _____

Title: _____

Attachment A: Maintenance Responsibilities

NOTE: Provider/Agency responsibilities are identified in shaded rows.

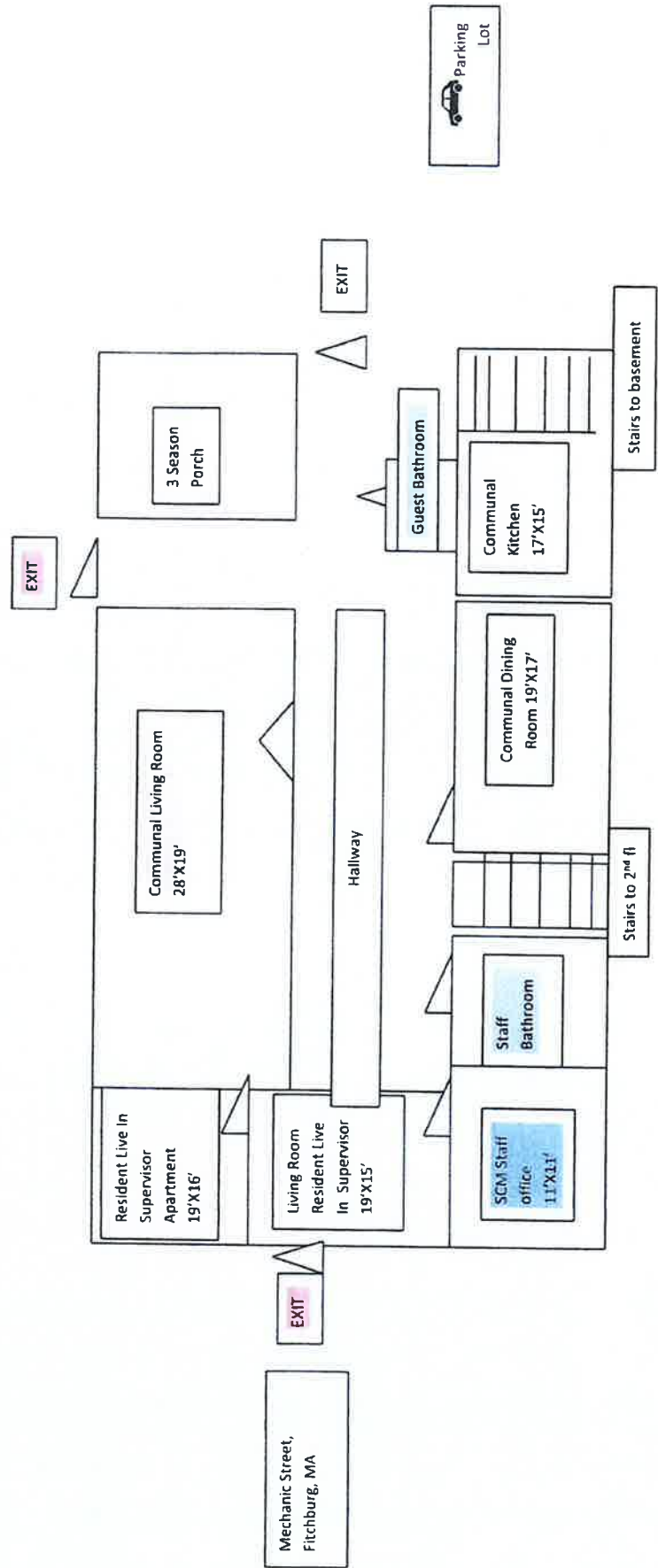
Type of Maintenance	Description	Tasks (lists are not all-inclusive)	Responsible Parties
Routine Maintenance	Maintenance and cleaning activities that must be performed on a regular basis.	Cleaning, such as sweeping, vacuuming, dusting, washing floors, windows and walls, maintaining clean bathrooms and appliances. Regularly replace light bulbs or broken outlet or switch covers. Unclog toilets. Care of exterior grounds, such as raking leaves, mowing lawns, snow removal, removing trash. Seasonal placement and removal of screen and storm windows.	PROVIDER/AGENCY
Preventive Maintenance	Checking and monitoring building systems and components. Performed on a regular basis. Goal to identify items needing LHA attention before repairs become major. Join Authority on scheduled inspections.	Baths: caulking, checking operation of toilets and sinks. Kitchen: checking operations of appliances. Exterior: checking for damage to walk ways, roofs, patios, fences, driveways and siding. Test fire extinguishers, CO2 alarms, sprinkler and fire emergency systems as specified by manufacturer and/or DMH and Authority protocols. Join Authority on scheduled inspections.	PROVIDER/AGENCY
Preventive Maintenance		Regular painting of exterior walls, trim and decks; interior walls and trim as needed. Regularly service mechanical systems. Repair driveways and sidewalks. Clear gutters. Repair roof leaks. Conduct semi-annual inspections to evaluate all building systems and components.	Housing Authority
Minor Repairs	Minor repairs: Correction of malfunctioning or damaged building equipment or components. Does not include total replacement.	Repair broken windows, doors, and screens; gouged walls, Replace damaged siding and trim. Repair leaky plumbing fixtures or malfunctioning electrical outlets and switches. Patch holes in paving.	Housing Authority
Major System Repairs	Replacement of building systems or structural components.	Scheduled replacement of major appliances and toilets; rehabilitation of bathrooms, kitchens, floor coverings, decks, roofs and siding; upgrade to electrical, plumbing, HVAC and fire safety systems.	Housing Authority
Emergency Repairs	Necessary when condition poses immediate health and safety hazard to residents and staff in home.	Replacement of failed boilers, hot water heaters, central air conditioners, toilets, tubs, plumbing, wiring, life safety systems or major appliances.	Housing Authority

NOTE: The Parties acknowledge that in the pre-July 2009 lease the Provider/Agency was responsible for the first \$2000/year in repairs to the Premises, in addition to their routine care and preventative maintenance responsibilities under the lease. The Parties acknowledge that the Housing Authority has agreed to assume responsibility under the current lease for the cost of those repairs, and the rent has been increased by \$2000/year to compensate it for this additional responsibility.

FLOOR PLAN

1st Floor Plan

Elizabeth House
76 Mechanic Street
Fitchburg, MA 01420



2nd Floor Plan

Elizabeth House
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Fitchburg, MA 01420

