

# APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

## For REGIONAL PROJECTS Only

This application form is for regional projects only, and should be submitted to the towns from which you are requesting funds. For Edgartown, please use their application form. Each town has its own guidelines for submission, and process for considering applications. Some towns require eligibility forms due prior to the final application. Obtain eligibility forms from those towns that require them. Deadlines and contact information for each town are on page 2.

### Contact Information

- |                                   |   |
|-----------------------------------|---|
| 1. Date                           | <b>10/1/20</b>  |
| 2. Project title                  | <b>Island Autism Center &amp; Neighborhood</b>  |
| 3. Applicant/Contact person       | <b>Island Autism Group, Kate DeVane</b>   |
| 4. Name of sponsor, if applicable | <b>Island Housing Trust, Philippe Jordi</b>   |
| 5. Mailing address                | <b>P.O. Box 779 West Tisbury</b>  |
| 6. Daytime telephone              | <b>508-693-1117x1</b>   |
| 7. E-mail address                 | <a href="mailto:pjordi@ihtmv.org">pjordi@ihtmv.org</a> & <a href="mailto:kate@islandautism.org">kate@islandautism.org</a> |

### Project Description:

**8. CPA Category:** (include all that apply): **Open Space, Recreation, Historic Preservation, Community Housing.**

**Community Housing, Open Space, and Recreation**

**9. Funding:** Total CPA funds requested. Breakdown of amounts asked from each town.

The Island Autism Group (IAG) and Island Housing Trust (IHT) are jointly submitting a Regional Community Preservation Act funding request for a total of \$600,000 to six island for the purchase 7.5 acres at 515 Lamberts Cove Road in West Tisbury for a farm based autism center and affordable housing for autistic island residents. The funding request is based on a request for 1/3<sup>rd</sup> from West Tisbury CPC as the host town and the other 2/3<sup>rd</sup> from the other five towns based on the County's established 50/50 formula, including:

- \$215,000 from West Tisbury CPC,
- \$ 86,000 from Tisbury CPC,
- \$140,000 from Edgartown CPC,
- \$ 95,000 from Oak Bluffs CPC,

- \$ 50,000 from Chilmark CPC,
- \$ 15,000 from Aquinnah CPC

IAG and IHT proposes to match \$600,000 of CPA funding with \$200,000 in private donations. This approach leverages local and private funding necessary to address the community’s critical affordable housing need for income eligible adults with autism and autism-related disorders and their caregivers.

Local preference will be offered to income eligible residents living in the six island towns with autism and autism-related disorders and their caregivers.

10. **Goals:** What are the goals and objectives of the proposed project? Explain how they meet CPA category funding criteria? (See allowable spending categories on second page.)

The IAG and IHT are collaborating on a charitable and education project and submitting a Regional Community Preservation Act funding application to purchase a 7.5-acre property at 515 Lamberts Cove Road. The property will be used for affordable housing, including as many as 8 residential homes in a variety of configurations, for 12-18 adults with autism and autism-related disorders, and open space and recreation as part of programs to provide occupational and residential programming and related activities and service for individuals of all ages with autism and autism-related disorders. See attached subdivision and preliminary site plan.

11. **Community need and support:** Why is this project needed? How does it benefit the public? Does it address needs outlined in existing town or regional plans? Include solicited public input and feedback.

The IAG and IHT will or has secured letters of support from the Dukes County Regional Housing Authority, the Edgartown Affordable Housing Committee, MV Public Schools, MV Community Services and Island Disabilities Collaborative, and parents of children with autism for the Island Autism Center & Neighborhood project funding proposal.

The shortage of appropriate affordable housing for adults with Autism, is exacerbated by a the well documented need for affordable rental housing island-wide. The Martha’s Vineyard Housing Needs Assessment conducted in 2013, recommends the creation of 50 units of affordable community housing per year, with 20% for affordable homeownership and 80% for year-round rental housing serving those earning 60% or less of the area median income - our most vulnerable population. The Housing Production Plan adopted by the six town’s combined identify the need to create 223 units of affordable housing serving low/moderate income residents over the next five years.

The Island Autism Group has identified approximately 200 year-round residents, including 56 school-aged children diagnosed on the autism spectrum, undiagnosed adults, and family members impacted by autism. Though difficult to isolate data specific to Martha’s Vineyard, we know that nationally more than 70%-80% of adults with autism live “at home”, often with older caregivers, usually parents who themselves may require care. The Corporation for Supportive Housing estimates the current nationwide

shortage of supportive housing units at 1.2 million, and those in need have to compete with another 7 million “Worst Case Needs” (50% or less of Area Median Income) people in the affordable housing market according to a 2017 HUD report.

Numerous studies, organizations and government reports indicate a critical shortage of affordable supportive housing for those with autism. In the eleven-year period from 2005 to 2015, the number of 12 to 17 year-olds in Massachusetts receiving special education through an Individualized Education Plan (IEP) based on autism increased three-fold and that growth is not anticipated to level off until 2030. The data indicates conclusively that we will see a significantly growing number of people aging out of special education services at age 22.

All of our residents will be in the Worst Case Needs cohort, with incomes at less than 30% of Area Median Income. The shortage of affordable housing, particularly purpose-built supportive housing, coupled with an ever-increasing rate of autistic adults aging out of social service programs at age 22, and the aging general population on Martha’s Vineyard turns this housing shortage into a housing crisis. Courts have mandated that the developmentally disabled not be “warehoused”, thus expanding pressure on existing housing stock. Five years ago, the Massachusetts Autism Commission stated that housing capacity in existing programs is outstripped by demand, and we continue hearing that adults on Cape Cod who qualify for state support are being told that there is a shortage of beds on the Cape, and that they may be placed off-Cape, away from their community, familiar surroundings and support network.

12. **Financial Information:** What is the total budget of the project? Provide itemized written estimates or quotes to substantiate proposed costs. Identify any other funding sources. What will on-going annual costs/revenues be once the project is operational?

IAG and IHT are jointly purchasing 7.5 acres 515 Lamberts Cove Road in West Tisbury for a farm based Autism Center and year-round housing for autistic island residents for \$800,000. See attached Purchase and Sale Agreement. The Regional Community Preservation Act funding request is for \$600,000 with a request of 1/3<sup>rd</sup> from West Tisbury CPC as the host town and the 2/3<sup>rd</sup> from the other five towns based on the County’s established 50/50 formula, including:

- \$215,000 from West Tisbury CPC,
- \$ 86,000 from Tisbury CPC,
- \$140,000 from Edgartown CPC,
- \$ 95,000 from Oak Bluffs CPC,
- \$ 50,000 from Chilmark CPC,
- \$ 15,000 from Aquinnah CPC

IAG and IHT proposes to match \$600,000 of CPA funding with \$200,000 in private donations. This approach leverages local and private funding necessary to address the community’s critical affordable housing need for adults with autism and autism-related disorders.

IAG and IHT will begin planning, permitting, and renovating and developing community facilities and affordable housing in 2021 for low and moderate income autistic island residences. See attached

subdivision and preliminary site plan. Once planning, permitting has been secured for the affordable housing, another Regional Community Preservation Act funding proposal will be submitted to the six Island towns as early as the fall of 2021.

Once constructed the on-going operation and maintenance of the Autism housing will be paid from the revenues from the rental operations.

Local preference will be offered to income eligible residents living in the six island towns with autism and autism-related disorders and their caregivers.

13. **Timeline:** What is the schedule for project implementation and completion, including milestones?

The IAG and IHT have a 7.5 acre property at 515 Lamberts Cove Road in West Tisbury under contract with a scheduled closing in November 2020 for \$800,000, in conjunction with the separate purchase of an abutting 10 acre property by the Land Bank. See attached Purchase and Sale Agreement. IAG and IHT will begin planning, permitting, and renovating and developing community facilities and housing in 2021 for low and moderate income Autistic island residences. See attached subdivision and preliminary site plan.

14. **Implementation:** Who will be responsible for implementing the project? Who will be project manager? What are this person's relevant experience and credentials?

IHT will be responsible for implementing the affordable housing for Autistic island residents and will serve as project manager. The IHT has developed over 100 units of housing in five island towns over the past 13-years, including Halcyon Way in West Tisbury (one duplex rental), 187 Takemmy Path in Tisbury (3 single family ownership), 148 Edgartown-Vineyard Haven Road in Oak Bluffs (3 single family ownership), 150 State Road in Tisbury (2 ownership duplexes), Eliakims Way in West Tisbury (8 single family ownership), Lamberts Cove in Tisbury (4 single family ownership), Lake Street in Tisbury (3 duplex ownership), Harpoon Lane in West Tisbury (2 single family ownership), Sepiessa in West Tisbury (3 rental units), 14 Village Court in Tisbury (6 rental units), Water Street in Vineyard Haven (6 rental units), and most recently Scotts Grove in West Tisbury (9 rental units), Smalley's Knoll in Aquinnah (2 ownership units), the Hanover House (15 rental units), Greenwood Avenue (6 ownership units), Daggett Avenue (3 ownership units), and most recently the Perlman House (7 rental units). See IHT website at [www.ihtmv.org](http://www.ihtmv.org) for complete project descriptions and photographs.

The Island Autism Group (IAG) is a well-established non-profit that serves autistic children and their families on Martha's Vineyard. IAG was founded in 2009 and has helped autistic children on the island access extracurricular programs and works closely with teachers, therapists, parents, and partner organizations in support of those with autism. IAG will collaborate with IHT on the planning, design, and funding for the affordable housing. Once construction of the housing is completed IHT will enter into a long-term lease with IAG who will be responsible for renting the rooms and/or apartments and providing services to low and moderate income adults with autism and autism-related disorders from the six island towns. The Dukes County Regional Housing Authority (DCRHA) will be contracted by IAG to provide income certifications and property management services. See attached Island Autism Group's Three-Year Business Plan.

15. **Other information:** Provide any designs, plans, photos, feasibility reports, etc. Include information on necessary town permits, and any approval from Martha's Vineyard Commission.

**Once IHT purchases the property and ground leases 5.5 acres to IAG, IHT will secure a special permit from the West Tisbury Planning Board and septic permit from the West Tisbury Board of Health (BOH) for the construction of as many as 8 residential homes in a variety of configurations, for 12-18 residents. See attached subdivision plan, preliminary site plan, and Island Autism Group's Three-Year Business Plan.**

**See attached Exhibits:**

- 1) Purchase and Sale Agreement**
- 2) Subdivision Plan**
- 3) Preliminary Site Plan**
- 4) Island Autism Group's Three-Year Business Plan**
- 5) Letters of Support**

## PURCHASE AND SALE AGREEMENT

This \_\_\_\_\_ day of June, 2020.

1. **PARTIES AND MAILING ADDRESSES.**

**HENRY T. CHILD, Trustee of THE BARBARA C. CHILD REVOCABLE TRUST, u/d/t dated December 3, 2016, a Certificate of Trust for which Trust is recorded in Dukes County Registry of Deeds in Book 1424, Page 229,** hereinafter called the SELLER, agrees to SELL and the **MARTHA'S VINEYARD LAND BANK COMMISSION**, a corporate body politic ("MVLB"), and the **ISLAND HOUSING TRUST CORPORATION**, a Massachusetts non-profit corporation ("IHT") (hereinafter, when referred to collectively, the "BUYERS"), agree to BUY, upon the terms hereinafter set forth, the premises described below.

Buyer IHT acknowledges that it is acting on its own behalf and on behalf of The Island Autism Group, Inc., a Massachusetts non-profit corporation ("IAG"), its intended ground-lessee, as further described in Paragraph No. 41. IAG joins in this Agreement and becomes a party hereto, insofar as any provisions of this Agreement expressly apply to IAG, and to any amendments or modifications of such provisions to which IAG agrees in writing.

2. **DESCRIPTION.**

A certain parcel of land with the improvements thereon, situated at 515 Lambert's Cove Road in West Tisbury, Dukes County, Massachusetts, approximately shown on the sketch plan attached hereto as **Exhibit 1** (the "Plan"), and being more particularly described in a deed to SELLER dated December 3, 2016 and recorded in the Dukes County Registry of Deeds in Book 1424, Page 231 (the "Premises").

NOTE: *The portion of the Premises to be deeded to MVLB consists of approximately ten acres and is shown on **Exhibit 1** as lot 1, and the portion of the premises to be deeded to IHT consists of approximately 7.5 acres and is shown on **Exhibit 1** as lot 2.*

3. **TITLE DEED.**

The Premises are to be conveyed by two (2) good and sufficient quitclaim deeds, one to MVLB, and one to IHT, signed by SELLER and not by any power of attorney, and, subject to the provisions of Paragraph 11 below, said deeds shall convey good and clear record and marketable title thereto, free from encumbrances, except:

- a. Provisions of existing building and zoning laws;
- b. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- c. Any liens for municipal betterments assessed after the date of this Agreement;
- d. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with IHT's anticipated use of proposed lot 2 (*see Paragraph 41*), and use of Lot 1 by the MVLB for passive recreational purposes by members of the public; and
- e. In the case of IHT, terms and conditions set forth in the Agricultural Preservation Restriction, View Easement and Architectural Restriction attached hereto as ***Exhibit 2***.
- f. In the case of IHT, Trail Easement attached hereto as ***Exhibit 3***.

4. **PURCHASE PRICE.**

The agreed purchase price for the Premises is ONE MILLION TWO HUNDRED THOUSAND and 00/100 (\$ 1,200,000.00) DOLLARS, of which

\$ 1,000.00	is paid herewith by MVLB as a deposit; and
\$ 29,000.00	is paid herewith by IHT as a deposit; and
\$ 771,000.00	are to be paid at the time of delivery of the deeds by IHT by IHT's attorneys' client escrow account checks, or federal funds wire transfers; and
\$ 399,000.00	are to be paid at the time of delivery of the deeds by MVLB by MVLB's attorney's client escrow account check, or federal funds wire transfer.
\$ 1,200,000.00	TOTAL

5. **TIME FOR PERFORMANCE; DELIVERY OF DEED.**

Such deeds are to be delivered at **1 o'clock P.M. on the 6th day of November, 2020** (as such date may be accelerated or extended pursuant to the terms hereof

or by agreement between BUYERS and SELLER, the "Time of Closing"), at the offices of Reynolds, Rappaport, Kaplan & Hackney, LLC, 106 Cooke Street, Edgartown, Massachusetts, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. All documents and funds are to be delivered in escrow subject to a prompt rundown of title and recording.

6. **POSSESSION AND CONDITION OF PREMISES.**

Full possession of the Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) subject to the provisions of Paragraph No. 32C, in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws or any applicable land use, environmental, wetlands, health or other federal, state or local laws, by-laws, rules or regulations, and (c) in compliance with the provisions of any instrument referred to in clause 3 above. The BUYERS shall be entitled personally to inspect the Premises prior to the delivery of the deeds in order to determine whether the condition thereof complies with the terms of this clause.

7. **EXTENSION TO PERFECT TITLE, DELIVER POSSESSION OR MAKE PREMISES CONFORM.**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deeds the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Time of Closing shall be extended for a period of up to thirty (30) days. SELLER shall not be obligated to spend more than Five Thousand (\$5,000.00) Dollars (inclusive of reasonable attorney's fees, but exclusive of amounts required to satisfy outstanding tax liens and voluntary monetary encumbrances) in the aggregate to cure any of the problems referenced in this Paragraph.

8. **FAILURE TO PERFECT TITLE, DELIVER POSSESSION OR MAKE PREMISES CONFORM.**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at BUYERS' option, any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.



9. **BUYERS' ELECTION TO ACCEPT TITLE.**

The BUYERS shall have the election, which must be exercised jointly, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

10. **ACCEPTANCE OF DEED.**

The acceptance and recording of deeds by the BUYERS shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, (i) to be performed after the delivery of said deed, or (ii) to survive the closing.

11. **USE OF PURCHASE MONEY TO CLEAR TITLE.**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deeds, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deeds, except for a discharge or partial release of a mortgage or other security interest held by a bank or other financial institution, which, pursuant to arrangements satisfactory to BUYERS' respective counsels may be recorded within a reasonable time after the recording of the deeds.

12. **ADJUSTMENTS.**

If taxes for the then current fiscal year are not paid to the Time of Closing, the amount of such taxes payable to the Time of Closing shall be deducted from the purchase price payable by the BUYER at the time of delivery of the deed and BUYER's attorney, as closing agent, will pay such amount to the Town of West Tisbury. If taxes for the current fiscal year are paid to or past the Time of Closing, no apportionment of taxes will be made relative to **lot 1**, as the MVLB is not permitted by applicable law to pay real estate taxes. SELLER has the option of attempting to obtain from the Town any excess payment made by SELLER to the Town relative to **lot 1** for periods after the Time of Closing. There shall be deducted from the balance due SELLER at the Time of Closing the following:

- (a) Massachusetts deed excise taxes;
- (b) Cost of recording discharges and releases of monetary encumbrances and any title curative documents; and
- (c) Amounts required to discharge outstanding mortgages or

other monetary encumbrances on the Premises.

NOTE: *At no time – before or after closing – shall MVLB be responsible for the payment of real estate taxes. This provision shall survive delivery of the deed hereunder.*

13. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES.**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

14. **BROKER'S FEE.**

A Broker's fee for professional services of Sixty Thousand (\$60,000.00) Dollars is due from the SELLER to **Russell Maloney Real Estate LLC**, the Broker herein, but only if, as and when the SELLER receives the full purchase price called for herein, and the BUYERS accept and record the SELLER's deeds, and not otherwise.

15. **BROKER'S WARRANTY.**

The Broker named herein warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.

16. **DEPOSIT.**

The deposits paid hereunder by BUYERS upon the execution hereof shall be deposited, in escrow, by **Russell Maloney Real Estate LLC** as escrow agent, in a non- interest-bearing client escrow account. The escrow agent shall not be liable for any action or inaction taken in good faith, but shall be liable only for such agent's gross negligence or willful misconduct. In the event of any dispute relating to the deposit held by the escrow agent, the escrow agent shall retain the deposit pending the receipt of written instructions agreed to and signed by the SELLER and each of IHT and MVLB; or the escrow agent may pay the deposit into court or otherwise pay the deposit in accordance with the final order, decree or judgment of a court of competent jurisdiction.

17. **BUYER'S DEFAULT; DAMAGES.**

If the BUYERS (or any one or more of them) shall fail to fulfill the BUYERS'

agreements herein, all deposits made hereunder by the BUYERS shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any default by the BUYERS hereunder.

18. **BROKER AS PARTY.**

The Broker named herein joins in this Agreement and becomes a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker, and to any amendments or modifications of such provisions to which the Broker agrees in writing.

19. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.**

If the SELLER or the BUYERS execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. **WARRANTIES AND REPRESENTATIONS.**

The BUYERS acknowledge that the BUYERS have not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

21. **CONSTRUCTION OF AGREEMENT.**

This instrument, executed in one or more counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by the SELLER and the BUYERS. The paragraph headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

22. **NOTICES.**

All notices required or permitted to be given hereunder shall be in writing and shall be delivered by registered or certified mail, return receipt requested, sent by Federal Express or another nationally recognized overnight delivery service, or sent by e mail transmission, in the case of SELLER, to Geoghan Coogan, Edmond G. Coogan Law Office, PC, 4A Causeway Road, P.O. Box 1639, Vineyard Haven, MA 02568, e mail: [cooganlaw@gmail.com](mailto:cooganlaw@gmail.com), in the case of MVLB, to Kathryn R. Ham, Esq., Reynolds, Rappaport, Kaplan & Hackney, LLC, P.O. Box 2540, 106 Cooke Street, Edgartown, MA

02539, e mail: [kham@rrklaw.net](mailto:kham@rrklaw.net), in the case of IHT, to Caroline R. Flanders, Esq., Brush, Flanders & Moriarty, LLC, P.O. Box 1317, 459 State Road, West Tisbury, MA 02575, e mail: [cflanders@bfmlegal.com](mailto:cflanders@bfmlegal.com). Any such notices shall be deemed given when, if delivered by overnight delivery service, it is deposited with said overnight delivery service, or if sent by e mail transmission, when the sender receives evidence that the e mail was sent.

23. **DELIVERY OF OTHER DOCUMENTS.**

At the time of the delivery of the SELLER's deed, SELLER shall execute and deliver to the BUYER any documents reasonably requested by BUYER's counsel, by any title insurance company or lender granting mortgage financing, including, but not limited to, the following:

- (a) Any information needed with regard to the reporting requirements under the provisions of Section 6045(e) of the Internal Revenue Code, including, but not limited to, 1099-S Forms and/or W-9 Forms;
- (b) Affidavits and indemnifications regarding mechanics' and materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters;
- (c) A duly executed, recordable Trustee's Certificate, satisfactory in form and content to BUYERS' counsels;
- (d) A duly executed, recordable Agricultural Preservation Restriction, View Easement and Architectural Restriction in conformance with that attached hereto as ***Exhibit 2***.
- (e) A duly executed, recordable Trail Easement in conformance with that attached hereto as ***Exhibit 3***.

24. **LAND BANK FEE.**

The BUYERS acknowledge that BUYERS are responsible for payment of the appropriate fee, if any, due to the Martha's Vineyard Land Bank Commission in connection with this transaction.

25. **REBA STANDARDS.**

Any matter or practice arising under or related to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.

26. **BROKER AS AGENT.**

The BUYERS acknowledge that **Russell Maloney Real Estate LLC** is the agent of the SELLER.

27. **QUALITY OF TITLE.**

It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements, including, but not limited to, any driveways, garages, wells and septic systems (including leaching fields) and municipal water and sewer systems, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises from other premises;
- (c) The Premises shall abut a public way, duly laid out or accepted as such by the Town of West Tisbury or a private way or ways over which SELLER shall have an expressly granted right of way to a public way which right shall be transferable to BUYERS and included in the two deeds to be delivered hereunder;
- (d) The Premises shall have a perpetual right and easement sufficient to support the provision of all utilities currently servicing the Premises;
- (e) The buildings, structures and improvements on the Premises do not violate any restriction or covenant applicable to the Premises and still in effect and enforceable; and
- (f) Title to the Premises is insurable for the benefit of each of the BUYERS by a title insurance company of each BUYER's choice at normal premium rates in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy, the preprinted exceptions noted on the standard form Schedule B, and such other exceptions as are permitted under clause 4 hereof.

28. **ACCESS TO PREMISES.**

Upon reasonable notice to SELLER's Agent (which need not be in writing), the BUYERS and/or the BUYERS' designees, agents, employees, licensees and contractors, shall have the right to enter upon the Premises from time to time, provided that such entry will not interfere with the quiet enjoyment of the occupants, if applicable, and make such investigations, surveys, tests, examinations and the like as the BUYERS deem necessary or appropriate in connection with the performance of this Agreement. BUYERS agree to indemnify and save SELLER harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability or damages, including reasonable attorneys' fees and disbursements, caused by or related to or in any way arising out of any and all entries and/or activities by BUYERS or BUYERS' agents, employees, licensees and contractors.

29. **CONDITION OF PREMISES.**

Possession of the Premises shall be delivered with all rubbish, debris and personal property, if any there be, removed therefrom.

30. **REPRESENTATIONS OF SELLER.**

SELLER represents and warrants to BUYERS that, to the best of SELLER's knowledge, information and belief; (a) there are no underground storage tanks or other subsurface facilities on the Premises; (b) chlordane has not been used as a pesticide on the Premises; (c) there is no litigation or proceedings, pending or threatened, against or relating to the Premises; (d) there has been no release of any "hazardous materials", "hazardous substances" or "oil" on, from, or near the Premises; and (e) there are not now, and will not be, any outstanding agreements with any party pursuant to which any parties have or could acquire an interest in the Premises (other than outstanding mortgages) which affect the Premises and which will survive the closing.

31. **POST-CLOSING ADJUSTMENTS.**

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement (or would have been included if not for any error or omission) and notice of such error or omission is given within two (2) months of the Time of Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.

32. **BUYERS' CONTINGENCIES.**

**A. Subdivision Approval.** BUYERS' obligations hereunder are contingent on the West Tisbury Planning Board providing unconditional approval, without appeal, of subdivision of the Premises into two (2) lots, the first being **lot 1** shown on **Exhibit 1**,

which is approximately ten acres in size, which is the lot to which MVLB would be entitled, and the second being **lot 2** shown on **Exhibit 1**, which is approximately seven and one half acres in size, which is the lot to which IHT would be entitled, which lot includes all existing structures, and which lot would be subject to a building envelope and development restrictions as more particularly set forth in the draft Agricultural Preservation Restriction, View Easement and Architectural Restriction attached hereto as **Exhibit 2**. The BUYERS shall be deemed to have waived BUYERS' rights under this clause if the SELLER has not been given notice by **August 28, 2020** that BUYERS desire to terminate this Agreement because BUYERS have not obtained such Planning Board approval. BUYERS acknowledge and agree that MVLB or its agents shall be responsible for undertaking the application for said subdivision.

**B. Financing.** BUYER IHT's obligations hereunder are contingent upon IHT's ability, after the exercise of due diligence, to obtain financing for the purchase of **lot 2** of up to Six Hundred Forty Thousand and 00/100 (\$640,000.00) Dollars, on or before **October 6, 2020** (the "Finance Date"). If on or before the Finance Date the BUYERS notify the SELLER of IHT's inability to obtain financing satisfactory to IHT, as IHT shall solely determine, then all deposits made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

33. **SEPTIC SYSTEM.**

Prior to the Time of Closing, SELLER shall cause the on-site wastewater system (the "Septic System") which serves the Premises to be inspected in connection with the transfer of the Premises pursuant to Title 5 of the State Environmental Code (310 CMR 15.301). SELLER shall provide to BUYER a conformed copy of the "Subsurface Sewage Disposal System Inspection Form" which SELLER shall file with the West Tisbury Board of Health after the completion of such inspection. Should the Form indicate that the system is a "failed system" or a "nonconforming system" as defined by said Title 5 or shall the Septic System not be in compliance with West Tisbury Board of Health regulations, SELLER shall upgrade said Septic System by the Time of Closing, at SELLER's cost, so that said Septic System will conform with the requirements of said Title 5. If the inspector recommends that the Septic System be pumped, SELLER shall pump the Septic System at SELLER's cost prior to the Time of Closing.

34. **SEVERABILITY.**

If this Agreement or any other provisions by way of reference incorporated herein

shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

35. **FACSIMILE OR ELECTRONIC SIGNATURES.**

The BUYERS and SELLER agree that for purposes of this Agreement a facsimile or an electronic version of any party's signature shall be accepted as the original thereof and shall be binding.

36. **EXECUTIONS OF EXTENSIONS OR NOTICES.**

In order to facilitate the execution of such instruments extending the time for the performance of any event or of any notice that may be given under this Agreement, each of the undersigned BUYERS and the SELLER authorize his or her respective attorney to assent and execute on the party's behalf, any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

37. **COUNTERPARTS.**

The parties hereby agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original document but shall together constitute one and the same agreement.

38. **DEED RESTRICTIONS & RESERVATION OF EASEMENT.**

IHT acknowledges and agrees that the deed of **lot 2** shall contain the following restrictions:

- (i) All buildings will be confined to a 3.0 acre building envelope, as shown on Exhibit 1; and
- (ii) The remainder of **lot 2** shall be used solely for farming and other conservation purposes, in conformance with the terms of **Exhibit 2**.

MVLB acknowledges and agrees that the deed of **lot 1** shall contain the reservation of an easement, for the benefit of **lot 2**, to install well(s) and/or septic system(s) on **lot 1**, if siting same is infeasible on **lot 2**, and subject to prior consultation with MVLB as to location and number, and requiring that the premises be restored and re-naturalized after installation or maintenance of such improvements is complete.

39. **SMOKE AND CARBON MONOXIDE DETECTORS.**



The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which the Premises are located stating that the Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

40. **AGRICULTURAL PRESERVATION RESTRICTION, VIEW EASEMENT, & ARCHITECTURAL RESTRICTION & TRAIL EASEMENT.**

IHT acknowledges and agrees that Lot 2 shall be encumbered with the Agricultural Preservation Restriction, View Easement and Architectural Restriction attached hereto as *Exhibit 2* and the Trail Easement attached hereto as *Exhibit 3*.

41. **SIMULTANEOUS PERFORMANCE ACKNOWLEDGMENT**

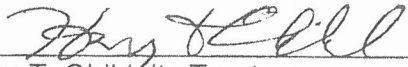
IHT represents and acknowledges that it intends to enter into a ground lease, simultaneously with the Time of Closing, for an approximately 5.5 acre portion of **lot 2**, with IAG as ground-lessee, pursuant to the terms of a Memorandum of Understanding between IHT and IAG, as it may be amended, which terms include without limitation that IAG shall contribute and pay \$400,000.00 towards the total purchase price for the Premises. The parties acknowledge that IHT and IAG intend to use lot 2 as a source of housing for individuals with autism and disabilities, and also for recreational, gardening and farming purposes to be undertaken by such occupants, or conservation.

*[Remainder of Page Left Blank]*

**NOTICE:** This is a legal document that creates binding obligations. If not understood, consult an attorney.


**SELLER:**

The Barbara C. Child Revocable Trust

By:   
Henry T. Child, its Trustee

**BROKER and  
ESCROW AGENT:**

Russell Maloney Real Estate, LLC


By:  6-23-2020  
Russell Maloney, its Principal

**BUYER:**

Martha's Vineyard Land Bank Commission

By: \_\_\_\_\_  
Sarah Thulin, its Chairman

Island Housing Trust Corporation

By:   
Doug Ruskin, its President

By: \_\_\_\_\_  
Dan Seidman, its Treasurer

The Island Autism Group, Inc.

By: \_\_\_\_\_  
Katherine G. DeVane, its President

By: \_\_\_\_\_  
Marcella Bettencourt, its Treasurer

**NOTICE:** This is a legal document that creates binding obligations. If not understood, consult an attorney.


**SELLER:**

The Barbara C. Child Revocable Trust

By:   
Henry T. Child, its Trustee

**BROKER and ESCROW AGENT:**

Russell Maloney Real Estate, LLC

By:  6-23-2020  
Russell Maloney, its Principal

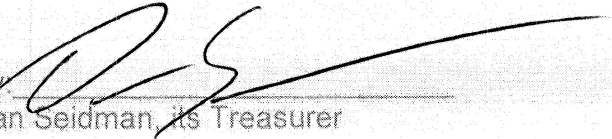
**BUYER:**

Martha's Vineyard Land Bank Commission

By: \_\_\_\_\_  
Sarah Thulin, its Chairman

Island Housing Trust Corporation

By: \_\_\_\_\_  
Doug Ruskin, its President

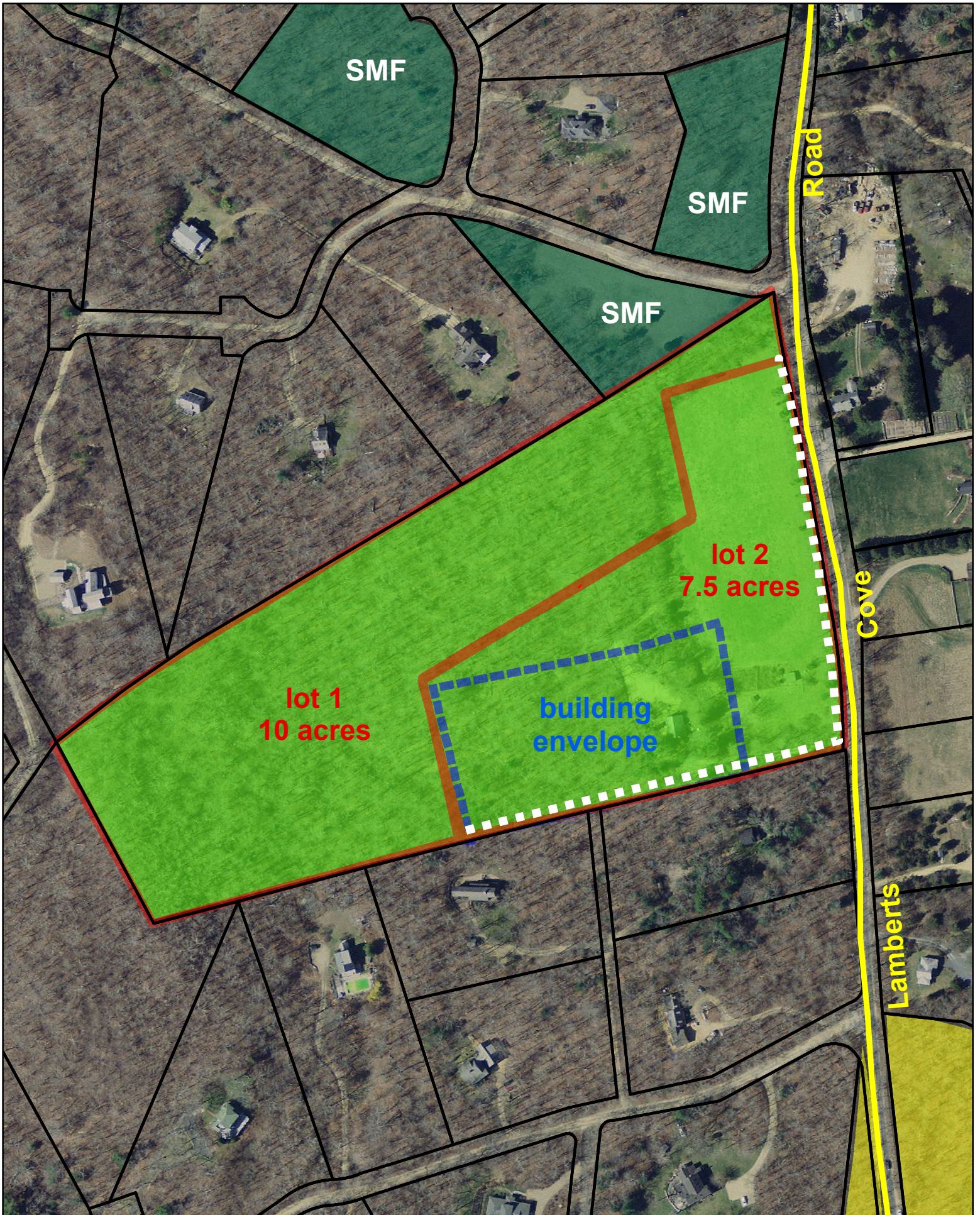
By:   
Dan Seidman, its Treasurer

The Island Autism Group, Inc.

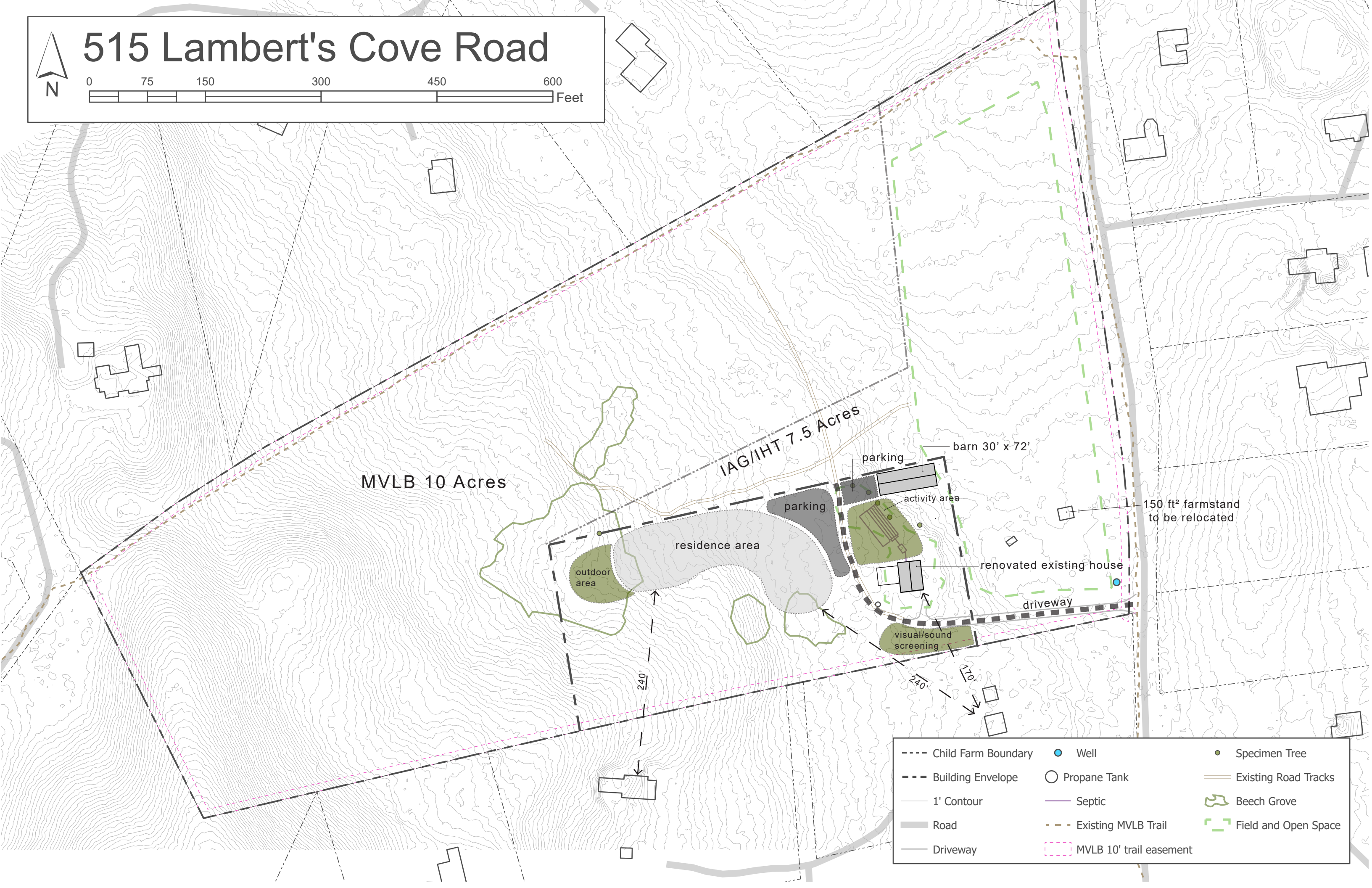
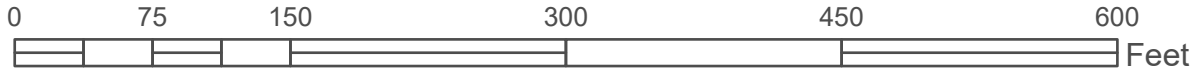
By: \_\_\_\_\_  
Katherine G. DeVane, its President

By: \_\_\_\_\_  
Marcella Bettencourt, its Treasurer

# Exhibit 1



# 515 Lambert's Cove Road



MVLB 10 Acres

IAG/IHT 7.5 Acres

outdoor area

residence area

parking

parking

barn 30' x 72'

activity area

renovated existing house

driveway

visual/sound screening

150 ft<sup>2</sup> farmstand to be relocated

- Child Farm Boundary
- Building Envelope
- 1' Contour
- Road
- Driveway
- Well
- Propane Tank
- Septic
- Existing MVLB Trail
- MVLB 10' trail easement
- Specimen Tree
- Existing Road Tracks
- Beech Grove
- Field and Open Space

# Island Autism Group

## Three-Year Business Plan

June 2020

*We strive for the lifelong independence, confidence, and happiness of autistic individuals and their families on Martha's Vineyard, through housing, life skills, enrichment, job training, and therapies.*



*Schematic design of Island Autism Center courtesy of Hutker Architects*

*This plan outlines how we will make our dream for an Island Autism Center a reality and how you can get involved to help us reach our goals!*

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# Executive Summary

The Island Autism Group, Inc., IAG, is a well-established 501(c)(3) non-profit that serves autistic children and their families on Martha's Vineyard. IAG was founded in 2008 by Kate DeVane and Marcy Bettencourt, both mothers of young sons with autism. Since its inception, IAG has helped autistic children on the island access extracurricular programs, equipment and any other resources necessary and beneficial for their development. IAG works closely with teachers, therapists, parents,

friends, and partner organizations interested in supporting those with autism.

We fund comprehensive therapeutic services, activities and programs as well as hard goods and equipment — all with the goal of promoting inclusion in the community.

## Imagine an Island Autism Center

Over the past several years the Island Autism Group has developed a vision of an Island Autism Center, a place on Martha's Vineyard where Island children and adults with autism can live life to their fullest potential.

The Center will offer co-housing and programs designed for autistic individuals, including:

- Eight residential units in a variety of configurations, for 12-18 residents.
- A common-house that integrates a community space, kitchen, exercise studio, media room, and a library.
- A micro farm to provide opportunities for physical skill development and to promote healthy eating. Our farm will grow and distribute fruit and vegetables to





local restaurants year-round. The farm will also sell produce through on-site and local farmers markets.

- Therapeutic and enrichment programs and opportunities tailored to the individual needs of residents.
- Community inclusion through ongoing, year-round partnerships with island organizations and businesses.

On the island, a common worry among families is that their loved ones will not have the community resources needed to

live a full and meaningful life. When a disabled child turns 22 they say it is like falling off a cliff — school services end.

The Island Autism Center aims to ‘catch them’ and be a resource for families who want their loved one to stay and thrive on their island home.

With the essential support and the accepting spirit of the island community, the Island Autism Center will provide social, physical, and emotional benefits for the island’s autistic population making it more likely that families will stay together.



*Horseback riding lessons at Misty Meadows*

# I. Island Autism Group Profile

## Our Mission

*We strive for the lifelong independence, confidence, and happiness of autistic individuals and their families on Martha's Vineyard, through housing, life skills, enrichment, job training, and therapies.*

Building on our work with children and adults since 2009, we are now focused on the following main objectives:

1. Raise awareness of autism in the community, including those on the island in current as well as future programs,
2. Create and build an Island Autism Center to include farm land and residences in West Tisbury, and
3. Provide educational programs and events to our residents, the community, and to summer residents.

## The Opportunity

The real need we see now is to help children and adults with autism learn how to be independent and productive members in the community where they already live.

To accomplish that, we need to train and educate participants in vocations, such as (but not limited to) farming, so they can live

and work in their community. By collaborating with existing and future community partners, our micro farming activities and events will help promote inclusiveness.

To reach our goals, we will need a considerably larger budget, additional staff and new partnerships that can offer us expertise in micro farming and residential housing programs.

## The Strategy

We have been focused on collaborating with multiple interested island organizations and individuals to create the best approach and a sound plan to:

1. Secure the funds needed to purchase a specific property in West Tisbury,
2. Re-work the land for micro farming,
3. Renovate an existing building for offices and build new residential units, and
4. Build additional residential units in future years.

Our two primary partners for the acquisition and development of the Center are the Island Housing Trust and the Martha's Vineyard Land Bank Commission.

## **Island Housing Trust (IHT)**

The Island Housing Trust is a non-profit organization that supports a diverse and vital community on the island of Martha's Vineyard by creating and sustaining permanently affordable housing solutions, both rental and ownership. Over the past decade, IHT has provided hope and opportunity to hundreds of low and moderate income island families seeking a dignified solution to their affordable housing needs. Together, they work towards a stronger, more resilient and sustainable future for the island community.

**Derrill Bazy, Project Director, IHT**, will lead this collaborative project for IHT, and will focus on the purchase of the 7.5 acre land and house at the West Tisbury site. Derrill has worked for 28 years as an architectural designer on Martha's Vineyard. He earned a master's and bachelor's degree in architecture from Virginia Tech and the University of Florida. Derrill lives with his family in Aquinnah.

## **MV Land Bank Commission**

In the midst of an upspiraling building boom on Martha's Vineyard, island voters created the Land Bank in 1986 and charged it with reversing their losses. Over three

decades have elapsed and some 3100 acres have now been conserved. Although this sounds impressive, it is actually mighty small: just 5% of the land area on the island. The commission's revenue — generated by a 2% public surcharge on most real estate transfers occurring in the six towns — is modest compared to need, ensuring that islanders can expect the Land Bank to protect only a fraction of their community.

**James Lengyel, Executive Director, MVLBC**, will be our partner in the acquisition of 10 adjoining acres of potential future farmland at the West Tisbury site. He has headed the organization for over 30 years.

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We will also leverage our current community partnerships and relationships with businesses and organizations in pursuit of in-kind contributions to help with the cost of the house renovation and future house and barn construction projects.

In order to fund the expansion of our programs and hire additional staff, we will leverage this business plan and pursue all potential revenue streams from individuals, foundations and businesses.

## II. Services & Accomplishments

### Services

We support local children and families living with autism by providing numerous resources:

- IAG works closely with teachers, therapists, parents and friends interested in supporting those with autism.
- We fund comprehensive therapeutic services, activities and programs, hard goods and equipment for educational growth and development of children with autism.
- We fund seminars, speakers, and workshops that educate parents, teachers, and caregivers of children.

IAG works collaboratively with programs at the high school and island elementary schools. Students who have participated in IAG programs often enter the Best Buddies program at Martha's Vineyard Regional High School. We also work closely with the Special Olympics' Unified Sports program to give students the opportunity to represent their island.

Like Best Buddies and Unified Sports, our afterschool programs aren't just for kids

with autism or related disabilities — we welcome all children, and we stress the importance of inclusion. We want to have a good mix of kids, both with disabilities and without.

### Program Accomplishments

Since 2017, Island Autism has been offering afterschool and summer programming to 20+ students in two age groups: 5-10 years old, and 11-17 years old. Some young adults who have 'aged out' of the school system at 22-years old continue to participate in our programs.

Each program offers students afterschool opportunities similar to neurotypical students, to engage in therapeutic, social, and enrichment activities. Our programs serve students with autism and other disabilities. We are one of the only service providers on the island to provide extracurricular opportunities solely for disabled children.

Our 5-10 program focuses on extending IEP goals, developing social skills, and having fun. Since 2017, we've been bringing students each week to the Farm Institute, therapeutic horseback riding at Misty Meadows, programs at the Edgartown

Library, the YMCA, and bowling at the Barn Bowl & Bistro.

Our 11-17 program helps strengthen relationships, introduce new experiences, develop social skills, and of course have fun. Students go horseback riding at Misty Meadows, participate in therapeutic drumming sessions with Rick Bausman, and sail on the lagoon through SailMV's SailMobility program.

At each location, IAG provides trained staff to support the ability of our students to access each program to their maximum potential.

## **Enrichment Activities and Programming Offered in 2019:**

- Therapeutic horseback riding at Misty Meadows
- Farming and working with animals at The Farm Institute
- Bowling at The Barn Bowl & Bistro
- Sailing through SailMV's SailMobility program
- Arts and Crafts at the Edgartown Library
- Swimming at the YMCA
- Drumming with Rick Bausman of Rhythm of Life
- Attending the MV Agricultural Fair



### III. Community Need

The Island Autism Group has identified approximately 200 year-round residents, including 56 school-aged children diagnosed on the autism spectrum, undiagnosed adults, and family members impacted by autism. We also serve individuals and families who are summer visitors to the island. We estimate the potential number each summer to be 50-100 children or adults with autism or other disabilities who would benefit from the programs to be offered at the Center.

The Martha's Vineyard community as a whole is one focused on sustainability. The Center aims to contribute by offering programming and activities on the benefits of micro farming and animal husbandry.

A major focus of the Center will be to prepare adults with autism for employment and therefore their independence. The recent pandemic that caused schools and other programs to close highlighted the importance of high school seniors with autism having well defined support for their transition to a job-training program or additional schooling. A quote from an April 19 *Boston Globe* article defines the issue very well:

*“...But for graduates with disabilities, who often attend public schools into their 20s, the impending transition — which disability rights advocates have long described as the “cliff” — will be especially fraught.”<sup>1</sup>*

Having a transition plan in place removes the stress and the unknown for both the adult and for the family. The support that has allowed the student to complete high school by their 22nd birthday must continue in order to increase the probability of achieving an independent and fulfilling life.

The country has also seen an increase in the number of autistic students and hence, the need for support in school, and expanded programs after school and after graduation from high school. An article in the USA Today network (*Hometown Life*) from July 2018, attests to the increase in numbers of autistic students. The article focuses on the challenges facing a school district in Michigan:

*Facing a staggering 47% increase in the number of Autism Spectrum Disorder (ASD) students enrolled in its district since 2010, Plymouth-Canton Community Schools — like most school districts in the country — is*

*entrenched in a daily race to keep up with the complexities that accompany its rising special-needs population.* <sup>2</sup>

The Centers for Disease Control (CDC) recently released the results of a long-awaited study estimating the number of autistic adults living in the United States. They found that an estimated 5,437,988 (2.21%) adults in the United States have ASD, and that the highest prevalence live in Massachusetts. <sup>3</sup>

Training adults with disabilities so they can become thriving members of their communities has always been challenging. But with the advent of new technology and the internet, organizations have new tools and methods to train prospective employees.

For example, there is a startup employment platform that matches autistic students with jobs in the technology field. The following is a quote from a recent article in the *NY Times*:

*“...Mr. Dai, a data scientist, and a high school friend Rahul Mahida, a data engineer who has an autistic cousin, realized that there was no platform to pair those on the spectrum with companies looking for candidates who could work in data and artificial intelligence..”* <sup>4</sup>

The increase in need for solutions to educate, support and train autistic youth and adults is real, and the new Center will help the island’s residents and visitors in a significant and measurable way. For individuals with autism who have the aptitude and desire, IAG’s plans for the new Center include a media space that will provide education and training opportunities with the goal of helping adults with autism secure employment.

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<sup>1</sup> Carr, Sarah. [For high school seniors with disabilities, school closures can feel like walking off a cliff.](#) *Boston Globe*. April 19, 2020.

<sup>2</sup> Wright, Ed. [Alarming increase in autistic students creates ongoing challenges for school districts.](#) *Hometown Life*. July 17, 2018.

<sup>3</sup> [Key Findings: CDC Releases First Estimates of the Number of Adults Living with Autism Spectrum Disorder in the United States.](#) *Centers for Disease Control (CDC)*, April 27, 2020.

<sup>4</sup> Rosen, Ellen. [Using Technology to Close the Autism Job Gap.](#) *New York Times*. October, 24, 2019.

## IV. Goals & Objectives

### Island Autism Center

Our vision for the Center is to provide opportunities for children and adults with autism to develop life and job skills through meaningful work and have a structured, purpose-driven life. Our secondary goal is to create inclusive educational spaces so that extended families, the local community and island visitors can all enjoy and benefit from the programs and learning opportunities we will provide.

The Island Autism Group (IAG) plans to work with the Island Housing Trust (IHT) and The Martha's Vineyard Land Bank (MVLB) to negotiate the purchase, build-out and future improvements for the 17.5 acre West Tisbury property.

### Property Location

The location of the property in West Tisbury is ideal. It is just off one of the island's main roads in the North Tisbury business district, near Island Gymnastics, the Martha's Vineyard Public Charter School, Cronigs Market and Conroy Apothecary. Also, it is a

5-minute walk from a major bus route and only 10 minutes from the Vineyard Haven ferry terminal.

### Farm Ownership Structure

The farm ownership structure will be organized as follows:

1. IHT will fund the purchase and own the 7.5 acre portion that includes the barn, house and open fields. IHT as a Community Land Trust is part of the logic of IHT holding land ownership.
2. MVLB will fund the purchase and own 10 acres abutting the 7.5 acre property, and advise IAG on the future use of the undeveloped land, including woodlands.
3. IAG will lease the 7.5 acres from IHT, and operate the programs, collaborating with IHT of the build-out and enhancements to the buildings and the farmland. IAG will hold ownership of the existing house, and the land lease will be in perpetuity.



## Farm Development Projected Timeline

	Land / Farming	House	Barn / Store	New Residential Units
Q3 2020	Fund and purchase the West Tisbury property			
Q4 2020	Begin re-work	Design sustainable enhancements and begin renovations		Design of residential units
Q1 2021	Design micro farming programs	Complete build-out		Begin build of residences
Q2 2021	Complete re-work	Furnish the offices and residences	Design barn Renovate farm stand	Finish build of residences
Q3 2021	Launch micro farming programs	Setup IAG offices		
Q4 2021				Accept first residents
1st Half 2022	Analyze and plan development of 10 acres of land		Begin construction of the barn	Begin design of additional residences
2nd Half 2022			Complete construction of the barn	Begin build of additional residences
2023				Complete construction of additional residences

## V. Marketing & Fundraising



In order to meet our ambitious fundraising and expansion goals, IAG will leverage social media, our donors, local networks and our partnerships with MV organizations and businesses to expand awareness and the need to support children and adults with autism.

More importantly, we will utilize this plan document and our management team to educate potential funders and partners about the project and how we can work to make it a reality over the next three years.

### Capital Campaign Fundraising Strategy

To achieve our goal of raising \$650,000 for the purchase and initial phase of development of the Island Autism Center we plan to target both our existing donor base and identify new individuals, corporations and foundations to partner on this incredible community project. We will need to raise an additional \$2,800,000 over the

next four years. See Appendix B. The current planned campaign rollout is Q3 2020.

### Primary Campaign Funding Sources

#### 1. Individuals

A feasibility study conducted by the Alford Group for Island Autism in 2017 found that “if IAG were able to find 3-5 families or summer residents who have both wealth and a connection to autism, then [something in the scope of this project] is a realistic goal. Of 15 interviewees who responded to this question, 13 stated that they were either ‘very likely’ or ‘somewhat likely’ to make a [significant] financial contribution to an IAG capital campaign.” Also “Identifying an ‘angel donor’ who could and would make a \$1.5M or greater gift to the campaign is possible.”

#### 2. Foundations and Organizations

We will be actively pursuing foundational funding through past supporting organizations including the Tower Foundation, Sacco Foundation and other organizations who have expressed interest, including MV Youth, Eagles Autism Foundation, and others to be identified.

Several donors and foundations have identified themselves in the past as “ready

to help” once the Island Autism Group had a property and a capital campaign in place. Others have expressed interest in joining the effort once seed funding is secured, or to help IAG “get to the finish line”.

## Marketing Strategy

We plan to reach our current partners and potential donors about our Capital Campaign in a variety of ways:

1. We will launch the appeal with two donor letters. The first will be targeted toward these donors who have the capacity and interest to support the campaign with significant impact.
2. A second, general appeal letter will be sent to our mailing list of 600 past donors and other supporters.
3. The appeal will be prominent on the [website](#) and our social media accounts, including Facebook, Twitter and Instagram.
4. We will leverage the short film about the **Island Autism Center** which is dramatically shared through a [film produced by Windy Films in 2016](#).
5. We will share our story through leveraging this business plan, our Center brochure and the film, both through direct markets and at our annual fundraising events.
6. Building upon our years of experience hosting our annual Tea & Auction, we will host a major benefit event in the Summer of 2021.

## Additional Funding Sources

### 1. Housing & Urban Development (HUD) Section 8 Housing Certificate Program

- a. HUD provides Section 8 voucher assistance to very low-income households, households already assisted under the 1937 U.S. Housing Act, and households with incomes up to 80 percent of area median that qualify to receive a voucher in connection with other HUD programs.
- b. IAG will work through the regional housing authority (Dukes County Regional Housing Authority) to apply for and obtain Section 8 Certification to help cover residential housing costs at the Center.

### 2. Community Preservation Act

- a. The Community Preservation Act (CPA) enables Massachusetts communities to levy a surcharge on property tax bills to raise funds to expand their open space, historic, recreational and affordable housing assets. These funds are supplemented by a State match that is raised by a filing fee at State Registry of Deeds and has ranged from 20% to 100% of the amount raised by the Town of West Tisbury.
- b. The Community Preservation Committee of West Tisbury has funds available for community housing projects such as ours.
- c. CPA legislation allows Towns to use their funding anywhere

within the state, so we'll be planning to reach out to all 6 island towns, since the programming on this property will benefit the whole island.

We will apply as part of their annual project funding process, which has an expected September deadline.

## VII. Organization Management

### Current Staff

The organization is led by Kate DeVane, President/ Executive Director (unpaid). The current slate of programs and activities are managed by the Program Director with a group of part time dedicated staff members. These staff members are all paid. See Appendix A for current compensation information.

- Human Resources Manager (New FT position)
- Development Manager (New FT position)

### Future Staff Expansion

Target Hires / Funding for Salaries or Contractors:

#### 2020

- Farm Manager / Micro Farming Experts (New Contract Position)

#### 2021

- Executive Director (ED) (Compensated FT position)

Kate DeVane will fill this role for the next 2 to 3 years, then a new ED will be hired

- Office Administrator (New FT position)

### Board of Directors & Advisory Board

The current IAG Board is made up of seven members who are heavily invested in the work of IAG, and most have children with autism. Please see the list of names and bios on the [Board Members](#) page on our website.

The IAG Advisory Board is made up of eight members who are committed to furthering the work of IAG, and most have backgrounds in special education or family medicine. Please read their bios on our [Advisory Board](#) page. One of our goals is to add three new members bringing the total members to 11. The ED will work with the current board to gather, evaluate and select potential additions by the end of 2022.

## VIII. Milestones & Metrics

### Island Autism Center Milestones

#### 2020

- Work closely with our partners, investors and donors to secure total funding of \$650,000 and purchase the West Tisbury property
- Start work on the land to prepare for farming and animal husbandry
- Complete planning and design for renovations to existing house, and start energy upgrades and renovations to create programs hub

#### 2021

- Raise the additional \$2,800,000 needed to complete the Center work and fund operations
- Complete onboarding of additional staff
- Continue and complete the renovation and build-out of the house
- Begin planning, design and permitting for 8 residential units
- Continue and complete the work on the farm land
- Build the greenhouse and store
- Onboard 10-15 residents to the new residential units

#### 2022

- Begin construction of residential units
- Begin moving residents into the housing (late 2022)
- Begin and complete construction of the barn

### Organizational Risks

The biggest challenge of starting the new Center will be to fund the development and build-out so that residential and education programs can go live within 12 months after the purchase of the property is completed.

Also, the effort and people-hours required to fund, staff, train and run the farm will require a more sizable budget and tighter financial controls. The IAG team will work closely with the Island Housing Trust and The Martha's Vineyard Land Bank Commission on the acquisition and development of the Center, leveraging their resources, business contacts and expertise in this area. We will also continue to leverage the pro bono services we leveraged through Catchafire.org to build this plan.

## Program Metrics

We will measure program outcomes in the following ways:

1. The number of persons with disabilities that utilize our programs on a daily, monthly and annual basis.
2. The number of community members and island visitors that attend events and participate in programs at the Center on a daily, monthly and annual basis.
3. The number of residents that participate in micro farming or other programs, and over time are able to help with the running of the program(s).
4. The success of the adult residents and non-residents in getting full or part time employment, leveraging the career development resources of IAG and partnership organizations.



# Appendix A: Financial Projections

All figures in USD

REVENUE	2020	2021	2022	2023
<i>Carryover from prior year</i>	-34,572	-120,473	314,476	4,776
Email Appeals - Donations	15,000	100,000	30,000	35,000
Board Appeal	15,000	25,000	30,000	35,000
IAG Benefit Events	15,000	30,000	15,000	20,000
External Benefit Events (OBBC, Fire & Ice, Bling it On)	15,000	15,000	15,000	15,000
Special Gifts & Grants	85,000	250,000	110,000	150,000
Sponsorships	1,000	2,000	3,000	
Website and Online Donations	500	5,000	1,000	1,200
Membership & Tuition	750	1,500	1,500	1,500
Federal Support - Section 8		80,000	130,000	180,000
State Support - Community Preservation Act		20,000	20,000	20,000
IA Center Campaign	500,000	500,000	500,000	400,000
<b>TOTAL REVENUE:</b>	<b>647,250</b>	<b>1,028,500</b>	<b>855,500</b>	<b>857,700</b>
EXPENSES	2020	2021	2022	2023
<b>Property Purchase/Development</b>				
Land Purchase	400,000			
House Renovation	250,000			
Barn Construction		75,000		
Farm Store		50,000		
New Residential Construction			350,000	350,000
<b>Micro farm</b>				
Farm Vehicles		100,000		
Livestock (Chickens, Goats)		2,450	2,450	2,450

Materials (Mulch, Feed)		5,000	5,000	5,000
Landscaping		60,000	40,000	5,000
Maintenance & Repairs		10,000	10,000	10,000
<b>Staff</b>				
Executive Director		100,000	103,500	107,123
Office Administrator		35,000	36,225	37,493
Program Director	45,023	46,598	48,229	49,917
Employee Tax and Benefits		70,000	72,450	74,986
Seasonal & Afterschool Staff	22,646	23,438	24,259	25,108
Support Staff / Development Manager		50,000	51,750	53,561
Subcontracted Services - Farm Manager, Experts	6,000	6,180	6,365	6,556
<b>Utilities</b>				
Gas		2,400	3,400	3,400
Oil		6,000	9,000	9,000
Electric		6,000	12,000	12,000
Internet / Phone		1,800	2,800	2,800
Water		6,000	12,000	12,000
<b>Development / Fundraising</b>				
Benefit Event Expenses-IAG	3,500	3,500	3,500	3,500
External Event Expenses				
Audit/Tax Prep	525	525	525	525
<b>Programming</b>				
Enrichment - Partner Contracts	10,000	10,000	10,500	11,025
Afterschool & Summer Program Supplies & Food	2,000	3,000	4,000	4,000
Summer Camps				
Transportation	1,500	1,500	1,500	1,500



<b>Support Services</b>				
Hard goods - Request Fulfillments	1,500	1,500	1,500	1,500
Student Enrichment, Conferences (eg Best Buddies)	1,500	1,500	1,500	1,500
<b>Misc</b>				
Insurance	5,000	8,000	8,000	8,000
Legal	5,000	5,000	5,000	5,000
Professional Memberships, Conferences, Development	100	250	250	250
Website, DonorSnap, Constant Contact	800	800	800	800
Office Utilities	500	960	989	1,018
Printing, Publications, Postage and Shipping	5,000	500	600	800
Advertising, Merchandise, Signs	1,500	1,500	1,500	1,500
Bank Fees	100	100	100	100
Contingency (5%)	5,530	19,523	21,032	21,668
<b>TOTAL::</b>	<b>767,723</b>	<b>714,024</b>	<b>850,724</b>	<b>829,080</b>
<i>NET INCOME / YEAR END CARRYOVER</i>	<i>-120,473</i>	<i>314,476</i>	<i>4,776</i>	<i>28,620</i>

## Appendix B: 2019 Financial Statements

All figures in USD

REVENUE	2017	2018	2019
Carryover from prior year		-11,316	-46,043
Email Appeals - Donations	9,631	18,548	25,820
Board Appeal			
IAG Benefit Events	17,588	7,710	20,880
External Benefit Events (OBBC, Fire & Ice, Bling it On)	12,624	11,345	15,835
Special Gifts & Grants	61,000	44,000	48,610
Website and Online Donations			
Membership & Tuition		1,355	6,303
<b>TOTAL REVENUE:</b>	<b>100,844</b>	<b>71,642</b>	<b>71,405</b>
EXPENSES	2017	2018	2019
<b>Staff</b>			
Program Director	36,538	40,020	43,500
Employee Tax and Benefits			
Seasonal & Afterschool Staff	18,319	20,100	21,880
Support Staff / Development Manager			1,780
<b>Development / Fundraising</b>			
Benefit Event Expenses - IAG	2,334	2,334	5,382
External Event Expenses	2,135	2,135	
Audit/Tax Prep	573	573	510
<b>Programming</b>			
Enrichment - Partner Contracts	32,152	32,152	17,868
Afterschool & Summer Program Supplies & Food			639
Summer Camps	1,355	1,355	
Transportation	10,000	10,000	

<b>Support Services</b>			
Hard Goods - Request Fulfillments	1,109	1,109	750
Student Enrichment, Conferences (eg Best Buddies)			1,242
<b>Misc</b>			
Legal			1,625
Professional Memberships, Conferences, Development	100	100	100
Website, DonorSnap, Constant Contact	293	293	676
Office Utilities	920	920	
Printing, Publications, Postage and Shipping	737	737	3,478
Advertising, Merchandise, Signs			1,485
Bank Fees	266	266	90
Contingency (5%)	5,328	5,591	4,972
<b>TOTAL:</b>	<b>112,160</b>	<b>117,685</b>	<b>105,977</b>
NET INCOME / YEAR END CARRYOVER	-11,316	-46,043	-34,572

# Appendix C: View of Proposed Island Autism Center in West Tisbury



**West Tisbury Site for the Proposed Island Autism Center**



TOWN OF EDGARTOWN  
AFFORDABLE HOUSING COMMITTEE  
70 MAIN STREET P.O. BOX 1065  
EDGARTOWN, MASSACHUSETTS 02539-1065

TELEPHONE  
(508) 627-6178

FAX  
(508) 627-6123

September 23, 2020

Community Preservation Committee  
Edgartown Town Hall

Re: CPC Funding Request - Island Autism Center & Neighborhood

Honorable Committee Members:

This letter is to express our strong support of the Island Autism Group & Island Housing Trust's applications for Community Preservation Act funding for \$140,000 as part of an island-wide CPA funding application to all six towns for the purchase of a 7.5 acre property off Lamberts Cove Road in West Tisbury that will serve as the home of the Island Autism Center and a neighborhood of homes for adults with autism and autism related disorders.

The Island Autism Group is committed to serving autistic children and adults on Martha's Vineyard and the Island Housing Trust is committed to expanding affordable housing opportunities and we are excited to join them in making both projects a success.

Please contact me with any questions.

On behalf of the  
Edgartown Affordable Housing  
Committee

Mark Hess, Chair

# *Martha's Vineyard Public Schools*

*Excellence and Equity For All Children*

**MATTHEW T. D'ANDREA, LP.D.**  
SUPERINTENDENT

**RICHARD M. SMITH, Ed.D.**  
ASSISTANT SUPERINTENDENT

**NANCY W. DUGAN, M.ED., BCBA**  
DIRECTOR OF STUDENT SUPPORT SERVICES  
(ELEMENTARY)

**HOPE T. MACLEOD, M.ED., BCBA**  
DIRECTOR OF STUDENT SUPPORT SERVICES  
(SECONDARY)

Re: CPC Funding Request

To Whom It May Concern:

This letter is to express our strong support of the Island Autism Group and Island Housing Trust's applications for Community Preservation Act funding for \$140,000 as part of an island-wide CPA funding application to all six towns for the purchase of a 7.5 acre property off Lamberts Cove Road in West Tisbury that will serve as the home of the Island Autism Center and a neighborhood of homes for adults with autism and autism related disorders.

The Island Autism Group (IAG) has been committed to serving the needs of children with Autism who live on Martha's Vineyard. Over the years, the MV Public Schools and IAG have worked in partnership to serve the needs of this population. The MV Public schools unequivocally support the proposal of IAG to create housing for adults with Autism. This housing would fill a need that has long been identified by our special education community here on Martha's Vineyard.

You may contact us at any time.

MV Directors of Student Support Services,

Nancy W. Dugan  
[ndugan@mvyps.org](mailto:ndugan@mvyps.org)  
c) 508-560-6221

Hope T. MacLeod  
[hmacleod@mvyps.org](mailto:hmacleod@mvyps.org)  
c) 774-310-0033

PO Box 164  
West Tisbury MA

Dear Neighbors,

When our daughter Chloe was born in 1976 we didn't know anyone with autism. As Chloe grew into a little girl, we still didn't know anyone with autism and we had a poor understanding of the disability. In fact the Cambridge doctor who finally diagnosed her, after more than a dozen off-island trips, announced, at last, that Chloe is 'Atypical.' Yes we know, but what is wrong with her? We had a hard time finding someone who would say the word, 'autistic.'

It was a lonely beginning. We also had a hard time finding another child of any sort for Chloe to play with. It just happened that our neighborhood was devoid of three-year-olds. We finally found another girl Chloe's age in another corner of West Tisbury. We arranged a playdate with adults in attendance. The other child's mother and grandmother were dismayed, I'm sure, at Chloe's lack of playtime skills – no interest in dolls or tiny kitchens. Her lack of meaningful speech. Her odd outbursts of words that seemed bizarre and out of context. Her lack of imagination. I was shaken myself at seeing the other child's achievements, her ability to have a conversation, her affectionate doll care and imitation of household tasks. Her ability to pretend.

We sought help on the island. There was none. The Massachusetts law, Chapter 766, had been enacted in 1973 and we knew Chloe was eligible for education services at age three. We informally

asked one of the Island teachers about programs here for special needs students The teacher responded 'there aren't any.' Well there were. The least severe adults struggled in the world of work. The most severe had been sent off-island to languish in institutions. Some of the lucky ones were home in front of the TV set.


Things have changed a great deal on the island, in education, in acceptance, in attitude, and in population. As you probably know, the numbers of children born with autism has exploded everywhere. Of all the disabilities this group often has the most trouble mastering life skills and social behavior. The Island Autism Group has identified 56 school-aged children on the autism spectrum, and around 200 year-round people of all ages.

Their needs don't stop when school ends at age 22. As the IAG parents point out, when schooling ends, it's like falling off a cliff. With an activities center operated by skilled advocates, a job training program using the available farm land, and housing for autistic adults, the program aims to serve this population with meaningful jobs and satisfying lives. Once dependents, now tax-payers.

The collaboration and cooperation the Island Autism Center has already achieved with the Land Bank and the Island Housing Trust in acquiring land for the center has been nothing short of miraculous. But the project is a bold idea; it needs help from more community resources, including the towns themselves, through the Community Preservation Act funding.

I am urging you to support the group's request to fund homes for autistic adults, an activities center for all ages, and a farm for growing organic food for sale to restaurants and, down the road, their own farm stand.

Thank you for your consideration.

  
Eileen Maley  
West Tisbury  
September 25, 2020