

Hamilton Affordable Housing Trust

July 10, 2018 – 6 p.m.
Hamilton Wenham Library
14 Union St., Hamilton, MA

HAHT Members Present: Marc Johnson, William Olson, and William Massos
HAHT Members Absent: Chair Russ Tanzer
Interim Town Manager: Robin Crosbie
Town Staff Present: Hamilton Community Projects Coordinator Dorr Fox

In the absence of Chair Russ Tanzer, Interim Town Manager Robin Crosbie opened the Hamilton Affordable Housing Trust (HAHT) meeting at 6:06 p.m. with a quorum present. Approximately 20 people attended the meeting, which was at the library.

MINUTES—JUNE 11 AND JUNE 27, 2018

William Massos made a motion to approve the June 11 minutes. William Olson seconded the motion. The Trust voted (4-0) to approve the minutes.

The Trust postponed voting on the June 27 minutes until the next meeting until all members had reviewed them.

PAYMENT OF BILLS

Ms. Crosbie presented an invoice for \$943 from Miyares and Harrington, LLP, for work by Town Counsel Donna Brewer in drafting agreements.

Mr. Olson made a motion to approve payment of the invoice. Marc Johnson seconded the motion. The Trust voted unanimously among those present (4-0) to pay the invoice.

LONGMEADOW PROJECT—LONGMEADOW WAY NEAR BAY ROAD

Mr. Johnson discussed that at the last meeting, he had asked the Trust to structure an agreement that allowed them to move forward with 20 senior housing units at Willow Street and a project at Longmeadow that would be up to 100 units, but then find ways to “buy down” the scope of the project. He had met with Andrew DeFranza of Harborlight Community Partners on the Friday after that meeting and they talked about what became the term sheet [DRAFT #1, July 5, 2018] that the Trust had before them. He said the term sheet was just a sketch of the idea. He said he and Mr. DeFranza had gone back and forth twice on clarifications, and had agreed on the terms, but Mr. DeFranza had not seen the

most recent language. Mr. Johnson said he and Mr. DeFranza had been concerned that the Board of Selectmen (BOS) should also be in on the conversation.

A major change to what had been previously discussed is they are now looking at developing the two parcels to the back of the property rather than the one parcel in the front as was originally proposed. They want to keep the average cost at about \$25K per unit. The idea is the Trust would still contribute the \$300K previously approved and signal this project as a friendly 40B. Mr. DeFranza said it would be nice to know whether the BOS was in favor of it. They came up with a “floor” of 48 units when they talked about the ideal reduced size of the project. Also, they discussed there could be some market units there if Mr. DeFranza were to sell off some of the land. Previously on the table had been a 7-unit project at Willow Street at a price of \$800K, which would have involved asking the Community Preservation Committee (CPC) for an additional \$200K. The \$200K could perhaps now be used to buy down the scope of the Longmeadow project.

Mr. Robert Borsetti, 746 Bay Road, asked how the Farnham property figured into the plan. The Trust discussed that the Farnham property was currently not being considered and was not part of the current agreement. Mr. Borsetti said he was going to demand, not ask, that the Trust demand that Harborlight disclose the agreements it has with Mr. Miller and Mr. Farnham. He said there were too many hypotheticals and nobody knows what is happening there.

Norman Cramer, 4 Forest St., asked if Harborlight would purchase all of the property. The response was that Mr. DeFranza was only buying the two parcels.

Jack Lawrence, 105 Rock Maple Ave., asked for clarification that they were talking about the Miller parcel and Wilcox parcel. He was told yes. Ms. Crosbie steered the conversation back to reviewing the terms and asked that the public save questions for after the Trust had gone through all of them.

Mr. Johnson discussed that the formula they arrived at to buy down the project would be \$25K per unit. Therefore, for \$200K, the 100-unit project would be reduced by 11 units down to 89 units. He outlined in detail the four ways, according to the terms, that the project could be reduced, as well as the timing and sample scenarios. Selling off some of the land would move things toward the Town’s goal of having a smaller project. The Miller house and Wilcox house on the land, if they are kept affordable, could also count toward the Town’s 40B affordable housing requirement. The project would be developed in phases. A PEL (Project Eligibility Letter) could be filed and then modified.

Ms. Crosbie said based on the feedback she’s received, the Town is not interested in buying the property at Longmeadow at this point. She asked if members of the Trust had questions they wanted to ask.

Mr. Olson inquired about the phases. He said if Phase One involved 48 units, perhaps they wouldn’t get to the other phases.

Mr. Massos noted if all 100 units were developed, they had been told the project might take 10 years.

The Trust discussed the need to build the infrastructure up front, for example the septic system, and how would they handle that with the project happening in phases. Also they asked what the design concepts might be in terms of height etc., although Mr. Johnson said they weren't being prescriptive in the terms. He reviewed the scenarios outlined that showed what could happen if the Town voted to provide the additional \$200K after the PEL was filed and before the 40B permit was granted.

Ms. Crosbie invited questions from the public.

Mr. Lawrence raised a question that prompted a discussion about how silent the Trust should be in terms of the Farnham piece of the property. Some citizens expressed concern that Harborlight could be working on an agreement regarding the two Miller parcels, as well as thinking of making a deal with Mr. Farnham regarding the third parcel. The public debated the issue of whether or not Harborlight was in the affordable housing business to make money or offer affordable housing to the community. Ms. Crosbie said the conversation needed to remain constructive. The take-away is that the Trust could talk about some type of "non-compete" clause that Harborlight couldn't build anything else within a certain radius of the project.

Anna Siedzik, 227 Highland St., said as a point of record she didn't see how the Town could tell Mr. Farnham what he can or can't do with his property. She wanted it on the record that Mr. DeFranza has at no point in the process shown any evidence he was in the business to make money or deceive the Town. She said this is the closest the Town has come to making progress on affordable housing and toward doing "the right thing" and voiced her support for the agreement.

Kate Walker, 89 Ortins Road, inquired about the density of the project. She noted there's a big difference between 48 three-bedroom units and 48 one-bedroom units. There aren't any specifications about that. Also, she said there are no specifications on the use of the \$300K and said she was outraged about the idea of using taxpayer money to fight taxpayers if there were lawsuits. Previously the issue had been raised about not using Town money for legal costs, but it had been determined by Town Legal Counsel that legal costs could be considered predevelopment costs. Ms. Walker said that concerned her very much.

Mr. Cramer wanted to know what happens if the houses on the property aren't sold. Also, if the Town rejected paying the \$200K to buy down the project. Would Harborlight build 100 units? He was told yes, that was correct. The Town was putting in \$300K and if the Town did nothing, they would get 100 units, which was more than anyone wanted at that site.

The Trust addressed Ms. Walker's point on density and discussed a need to incorporate some design elements into the agreement.

Ms. Walker added a comment that the focus seemed to be on short-term costs, not long-term costs, such as all the kids who would be coming into the school system and how that would impact the tax rate. She also brought up that decisions about access to the property (the roadway to it) hadn't been put on the table. A number of neighbors to the project expressed later in the meeting they did not want access to be via Ortins Road. It was discussed that emergency access to the Longmeadow site could be through the high school property. The Trust said they would make a note of that.

Mr. Walker said nobody had seen Mr. DeFranza's agreement with Mr. Miller. Mr. Olson said that was not within the Trust's purview, but Ms. Crosbie said they could ask for it.

Mr. Borsetti said he's a direct abutter. If \$300K were given to Harborlight, that money would be going to fight him and other abutters. He said he was for affordable housing but was concerned about the project's magnitude and also about a decline in his property value. He didn't think anything should be done without Mr. DeFranza being there to answer their questions. He also wanted to make sure future meetings were televised so the public would be informed about what was happening.

Ms. Siedzik said it was an issue of State law and there was a greater good to be achieved. Mr. Borsetti said yes, but they needed to plan accordingly.

Deborah Everett, 200 Linden St., said she wanted it clarified where the purview of the Trust starts and ends. Mr. Johnson said they needed to be specific in terms of using Trust funds to meet their goals. It was the Zoning Board of Appeals (ZBA)'s responsibility to take the regulations into account and permit the project responsibly.

Mr. Olson said that is why they wanted to make the agreement binding and take all of the residents' specific concerns about the project into account.

The Trust discussed that if the Town provided additional funding (beyond the \$300K) the HAHT could encourage the BOS to sign the comprehensive permit application. Mr. Johnson said he didn't think the HAHT could bind the Selectmen to that, but they can recommend that they sign it.

Mr. Borsetti said he wasn't against affordable housing, but was against the Town shooting to have its 10% all in one spot. Mr. Johnson asked if he appreciated the fact that they were trying to create a way to make the project smaller. He said he did.

Members of the public spoke about the idea of the Town perhaps buying land for a playground, school purposes, or other municipal uses. Mr. Johnson noted the Longmeadow Study Committee had pursued that and the Schools had decided they couldn't do that for a few years, but perhaps if they raised funds from the community, it would be possible.

Carol Schrock, 79 Ortins Road, asked if there weren't other places that could be looked at for such development.

The issue about Town money potentially going to pay legal fees was brought up again. The Trust said they could revisit the issue, however, Town Counsel had stated that the funds could be used for legal costs and Mr. DeFranza had said that would probably be necessary.

Mr. Lawrence wanted something in the agreement to say that if the Town gave Mr. DeFranza the money, he couldn't buy the property using grant money and turn around and sell it to a for-profit developer.

The Trust reviewed some of the points raised, which would be considered in editing the document on terms:

- to not be silent on the Farnham parcel and establish that in some legal way;
- to allow the regional school district to have the opportunity to buy some of the land;
- to ask Ms. Brewer about the binding nature of the grant agreement;
- to include discussion of not having access via Ortins Road;
- to look at adding a non-compete clause to preclude Harborlight from buying additional land within a certain radius of the property;
- to include elements regarding design review, such as bedroom count, height, etc.;
- to look at how to keep Town money from not being used to fight abutters in a lawsuit;
- to look at what Mr. DeFranza's number of units were for each phase of development;
- to address whether the Trust can have control about the land being sold down the line to a for-profit developer; and
- to ask Harborlight to disclose its purchase and sale agreements with the property owners at Longmeadow.

Mr. Olson asked if they wanted to take a straw poll to see if the Trust wanted to approve moving forward with the draft of the agreement.

Decision:

Mr. Olson made a motion that the Trust move forward with the draft of the agreement. Mr. Massos seconded the motion. The Trust voted unanimously among those present (4-0) to approve the motion.

Next Steps:

Mr. Johnson will incorporate the input received from Trust members and members of the public this evening into the agreement and work on the language with Mr. DeFranza and then will return to the Trust for further discussion.

Dorr Fox noted there is some urgency, as eligibility applications for Community Preservation Committee (CPC) grants are going to be discussed July 26. He said he could put together a grant application based on what he has heard this evening and forward it to the Trust.

DISCUSSION OF WARRANT ARTICLE ON FALL TOWN MEETING

The Trust decided it would like to file a grant agreement with the CPC. Mr. Johnson noted the Trust had previously been looking at needing another \$200K for completing the 7-unit at project at Willow Street. They also discussed that the CPC had \$500K in its general fund and noted this wouldn't prevent the BOS from saying they wanted to spend non-CPC money.

Decision:

Mr. Massos made a motion to ask for a warrant article for the funding of \$200K plus whatever increments of \$25K that the CPC would like to use to reduce the size of the project at Longmeadow Way. Mr. Johnson seconded the motion. The Trust voted unanimously among those present to approve the motion.

OTHER BUSINESS

The Trust set its next meeting date for July 31. Mr. Borsetti asked that it be televised. At its next meeting, the Trust will continue its discussion of the Longmeadow Way agreement.

ADJOURNMENT

Mr. Johnson made a motion to adjourn the meeting at approximately 7:52 p.m. Mr. Massos seconded the motion. The Trust voted unanimously among those present (4-0) to adjourn the meeting.