

**Whately Housing Committee
Minutes of the
Meeting of MAY 13, 2017; 6:00 p.m.
4 Sandy Lane**

Attending: Fred Baron, Jim Kirkendall, Fred Orloski, Richard Tillberg, Catherine Wolkowicz,

Richard called the meeting to order at 6:03 pm.

1. It was decided to review the minutes of the June 7, 2017 meeting at our next meeting.

Jim relayed that due to personal reasons he would have to resign from the Committee immediately and requested that we remove his name from our recommendation to the Selectboard for membership on the Board of the WHT. We accepted Jim's resignation with regret and wished him well in his future endeavors. Richard agreed to take minutes for this meeting with a request that members consider becoming Secretary at the next meeting.

2. We had a spirited discussion about the proposed Grant Agreement provided by the CPC for WHT use of CPA Housing Funds. We expressed the following concerns:
 - a. The paraphrasing of state law in Sections 3. d), e), and f) of the Agreement could be confusing to anyone trying to enforce these sections. Was one to refer just to the law or to the wording in the Agreement? It was suggested that the Agreement only provide reference to state law and let the law speak for itself.
 - b. The use of the word "perpetual" in Section 5 of the Agreement was both too long a period of time and an undefined term in Chapter 44B; thereby raising the concern addressed in our discussion of Section 3 above. It was brought up that there were no time limits in Chapter 44B and so CPC request for time limits was appropriate, however.
 - c. The wording in Section 7 of the Agreement provides that the "Town" would be under no liability, thereby appearing to set the WHT adrift, all on its own, even though the wording did go on to state that no "appointed official or employee" was liable either. We would like clarification that WHT Board members would not have any liability.
 - d. That Section 9 provides for the WHT to indemnify and hold harmless the town for its actions. We wondered what this wording meant to Board members as individuals. We noted that the Community Preservation

Coalition had prepared this sample grant agreement and cautioned that an attorney should prepare actual agreements. One of our members relayed a cautionary tale from Whately several years ago, reinforcing the notion that we might need an attorney.

- e. In Section 13 the Agreement specifically provides that the WHT is responsible for complying with all Federal, State and local laws. While this might appear reasonable, when coupled with WHT requirements under Section 9 this makes the WHT due diligence activities onerous.

We decided to request clarification from the Community Preservation Coalition regarding what should be in an agreement and how best to resolve our issues irrespective of terms in that organization's sample agreement. Richard agreed to call the Coalition for such clarification.

At this time Fred O. had to leave the meeting. We retained a quorum of three members.

- 3. We started a conversation about the DiMaio Property and confirmed that we were trying to respond to the Selectboard's questions as relayed by Fred O. at a previous meeting about our interest in either of the three Town-owned properties—the Center School, the Blue School and the DiMaio Property. We confirmed that we had previously agreed we had no interest in the Center School or the Blue School at this time. We narrowed down questions about the DeMaio Property to three: i) should the town try to dispose of the Property by bid or by RFP; ii) should the town first try to dispose of the Property for commercial uses and only if there is no interest should it consider affordable housing; and iii) should the town go directly to affordable housing? We deferred any decisions to the next meeting.
- 4. We agreed that the Town Administrator should be our "point person" with reference to communications with the FCRHRA, including the town's response to the FCRHRA's proposed Management Agreement. To this end, Richard agreed to forward our comments from the last meeting to Brian for his discussions with the FCRHRA. Catherine reported that she had tried multiple times to get a meeting with FCRHRA staff at the DiMaio site to determine their interest in pursuing its development for affordable housing.

The next monthly Housing Committee meeting will be Wednesday, July 5, at 6:00 pm.

Respectfully submitted, Richard Tillberg