

# Provincetown Year-Round Market Rate Rental Housing Trust Board of Trustees

Minutes: May 17, 2022

CD Conference Room, Town Hall, 260 Commercial Street, Provincetown

6:03 p.m.

YRRT Members Present: Nathan Butera, Austin Miller, Cass Benson, Louise Venden [remote], Doug Cliggott [remote 6:34]

CDP: Jay Coburn, Rob Doane [remote], Cindi Maule [remote 6:12]

Staff: Community Housing Specialist Michelle Jarusiewicz,

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted **in person** and as a courtesy via remote means, in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law.

## Microsoft Teams meeting

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Phone Conference ID: **871 435 384 #**

To Participate during public comment:

- Teams: Raise hand to be called on to speak.
- Phone: Speak name clearly to be called on to speak.

**Please do not speak again until acknowledged by Chair or meeting moderator.**

- Keep your phone muted at all times when not talking (\*6 to mute & unmute your phone)
- Do not use speakerphone, Bluetooth devices (speakers or headphones)
- Mute all background noises, including PTV, television or computer and use only phone audio.

### Agenda 1: Re-organization: annual election of Chair & Vice Chair

Cass Benson nominates Nathan Butera as Chair; Austin Miller second; approved 4-0

Cass Benson	aye	Nathan Butera	aye
Austin Miller	aye	Louise Venden	aye

Louise Venden nominates Austin Miller as Vice-Chair; Nathan Butera second; approved 4-0

Cass Benson	aye	Nathan Butera	aye
Austin Miller	aye	Louise Venden	aye

Nathan pointed out that he is happy to serve until the end of his term in December, but the Trust will need to look for replacement.

### Agenda 2: Public Statements: none

### Agenda 3: Harbor Hill update

*CDP Update Rob Doane & Cindi Maule, CDP transition  
May 12, 2022*

### Occupancy

- Full occupancy
- Waitlist: One Bed: 20; Two Bed: 15; Three Bed: 4

## Life Safety

- Building 6 & 7 Deck (egress) Footings
  - Brundage to complete 4 footings as test
    - Brundage Site work bid accepted. Deposit paid. On schedule, firm date coming.

## Capital Improvement Planning

- Building 6 Envelope – bid process needed.
- Section of Building 5 roof to be replaced. Shingles and top cap blew off. \$8,000.00

## Repairs

- Unit Inspections completed in March. GFI is Ground Fault Interrupter. Results:
  - Unit #1 - No major repairs needed.
  - Unit #2 - Front entry lock difficult to use, windows facing south need replacement.
  - Unit #3 - Door exiting to the deck needs adjustment and seals. Bath 2 - no gfi.
  - Unit #4 - Sliding door needs adjustment and seals.
  - Unit #5 - Half bath 3rd level no gfi.
  - Unit #5a – Hood fan not working.
  - Unit #6 - Entry door sticks. Under counter lighting in the kitchen need bulbs or replacement. Oven light needs replacement. Sliding door needs lock adjustment.
  - Unit #7 - Carpeting throughout filthy, both bathroom exhaust fans noisy. Slider needs lock adjustment.
  - Unit #8 - Entry door weeps and is sticky. Sliding door needs adjustment and possibly seals.
  - Unit #9 - Entry door weeping. Sliding door needs adjustment and lock.
  - Unit #10 - Entry door weeping. Carpeting throughout filthy. Bathroom 1 has no gfi. Fan is loud and lighting fixture rusty. Hole in the closet door just inside the main entry.
  - Unit #11 - Entry door weeps and causes it to freeze closed. Mold in the upper bedroom closet, no exhaust fan in upper bathroom which results in the walls weeping, roof leaking in corner of upper bedroom.
  - Unit #12 - Under counter lighting in kitchen does not work. GFI outlet continually trips. No gfi first floor bathroom. Slider handle loose
  - Unit #13 - Entry door sticks. Neither bathroom has gfi outlets. Slider handle loose.
  - Unit #14 - First floor bathroom no gfi.
  - Unit #15 -Entry door sticks. Bathrooms do not have gfi outlets.
  - Unit #16 – Mold in Bathroom.
  - Unit #17 – No gfi outlets in bathrooms.
  - Unit #18 – Entry door sticks. Kitchen cabinets need adjustment.
  - Unit #19 – Lock on sliding door needs adjustment.
  - Unit #20 – Frig rusty exterior. Carpeting dirty.
  - Unit #20A – Entry door needs weatherstrip. Kitchen cabinets need adjusting. Most of the windows do not open and close properly.
  - Unit #21 - Window in bedroom leaks when it rains. Lock on slider needs replacement. One cabinet door thermofoil damaged.
  - Unit #22 – Window in lower bathroom inoperative. Kitchen under cabinet light needs bulbs. Windows in upper bedroom facing rt6a don't operate.
  - Unit #23 – Kitchen under cabinet light need bulbs. Sliding door needs lock replaced. Bathroom ceiling needs repair - cracking seams.
  - Unit #24 - Entry door sticks.
  - Unit #25 – Oven repaired. No other problems
  - Unit #26 - Vanity on the upper level is deteriorating on the bottom. There may be a small leak inside. Paint peeling around old electric baseboard.
- Unit 14: Dishwasher repaired \$159.00.

- Unit 16: Refrigerator replaced \$674.00.
- Unit 9: Dishwasher replaced \$693.99. Washer and Dryer replaced \$2,062.99.
- Unit 21: Refrigerator and range replaced \$1,303.00.
- Unit 8: Washer replaced \$1,504.00.
- Unit 22: Refrigerator and Washer/Dryer replaced \$2,298.00.
- Unit 7: Leak repair \$225.00.
- Unit 20a: Outlet work \$100.00.
- Grounds: Outside breaker replaced \$1,158.00.
- Unit 22: Carpet replaced \$3,974.48.
- Unit 10: Emergency no heat repair \$781.25.
- Unit 21: Replace bathroom fan and medicine cabinet \$605.51.
- Unit 14: Leak repair \$519.27.
- Unit 10: New compressor for mini split \$2,584.00
- Unit 24: Lock change \$202.50.
- Unit 8 & 11: Mold evaluation \$385
- Unit 7: Mold evaluation \$475.00.

### Landscaping

- Salt and snow removal Jan - \$4,300.00. Feb - \$4,349.89. March - \$700.00.
- Tree work quote coming after tree buds appear
- New tree planted by Provincetown Trees
- Spring cleanup and weeding completed
- Mulch week of 5/16

Ms. Benson asked how many 2-bedroom units have 1-person households? eleven

CDP staff is working through the list of identified repairs from the March inspections. The GFI outlets need replacement. Ms. Venden stated that it would be great to know the number of appliances replaced to anticipate future need.

Cindi Maule introduced herself. She joined the CDP on 5/3/22. Previously she was the Director of Leased Housing at HAC [Housing Assistance Corp. based in Hyannis]. She is a resident of Harwich.

Mr. Butera stated that in the future the Trust does not need to focus as much on the updates and believes time is better spent looking forward at the housing crisis.

Ms. Benson asked about the Invitation for Bids [IFB] status? Ms. Jarusiewicz stated that it is the Town's responsibility. Specifications are necessary part of the IFB and Town staff is not available to do it at this moment. Ms. Venden stated that we can ask the Town Manager for help. Ms. Jarusiewicz said that the Trust could use Trust funds. Ms. Venden said the Town has other money. Important to ask the Town Manager. Mr. Butera stated that there will be funds from the short-term rental taxes. The Trust could put together an ask for this and future plans.

Mr. Miller agrees with Ms. Venden. It is a Town asset instead of waiting until the home rule petition passes. It is difficult to forecast. ARPA funds [\$400,000] could be divided between Trust and Community Housing Council. Ms. Benson stated that they need to fix Harbor Hill first. Ms. Venden stated that she spoke to the Town Manager that day. The Trust must determine its goals. There will

be money if there are goals. It is important for the Trust to set priorities. Ms. Benson asked how could they come up with the numbers in next few months? Ms. Venden said to ask the Town Manager for help. Mr. Butera will reach out to the Town Manager.

Louise Venden MOVE that the Chair approach the Town Manager regarding staff resources for the development of a Request for Proposals to develop a Capital Improvement Program for Harbor Hill; Cass Benson second; approved 5-0

Cass Benson	aye	Nathan Butera	aye	Doug Cliggott	aye
Austin Miller	aye	Louise Venden	aye		

Jay Coburn stated that Rob Doane was leaving the end of the month and he will support Cindi Maule through the transition. Members thanked Rob for all his work.

**Agenda 4: Harbor Hill Building #3 [private]: easement licensing agreement**

*The Trust discussed and voted in support in 2019 for revised easements between Trust owned Harbor Hill and the privately owned Building #3 to reflect and delineate the actual use of the property. Just like the Trust, the Owners are trying to remove their property from Land Court, so the attorneys representing both parties have agreed that a temporary license would work before the official easement revisions. Below is a narrative and drawing reflecting the proposed along with draft license.*

February 16, 2022

From: Harbor Hill Condominium Board of Trustees

Subject: Easements at Harbor Hill property

To: Board of Trustees, Provincetown Year Round Rental Housing Trust

1. The property at 41 Bradford Street Extension (“41BSE”) is managed by Harbor Hill Condominium Trust, an owner’s association for a four unit condominium that was previously deeded and operated as a timeshare. The Harbor Hill Condominium (41BSE) was originally established as a condominium in 1989, separate from the four neighboring buildings of Harbor Hill at Provincetown Condominium, which is now owned and operated by the Provincetown Year Round Rental Housing Trust as “Harbor Hill Apartments.” Prior to 2016, the property of both condominiums were deeded timeshares and were managed jointly as part of a single timeshare resort. The 41BSE property was commonly as building 3.
2. The parcels for 41BSE and Harbor Hill Apartments are adjacent on three sides and share a very irregularly shaped boundary. During the time that the properties were operated as a single timeshare resort, the developer put in place mutual easements that allowed owners and guests of any building within the resort to access any location or assets of the resort, including decks, stairs, hot tubs, grills, etc. No areas were assigned exclusively to the buildings except the parking areas. This made sense at the time because the amenities were shared by resort guests, and because the entire resort was covered under a single insurance plan for liability purposes.
3. However, the current circumstances of ownership and usage are now very different. In 2018, the Board of Trustees of the Harbor Hill Condominium Trust (41BSE) decided to review the easements

in detail with their attorney, Thomas Harrison, Esq. The conclusions of that review were that there were several significant concerns with the existing easement structure. These concerns were:

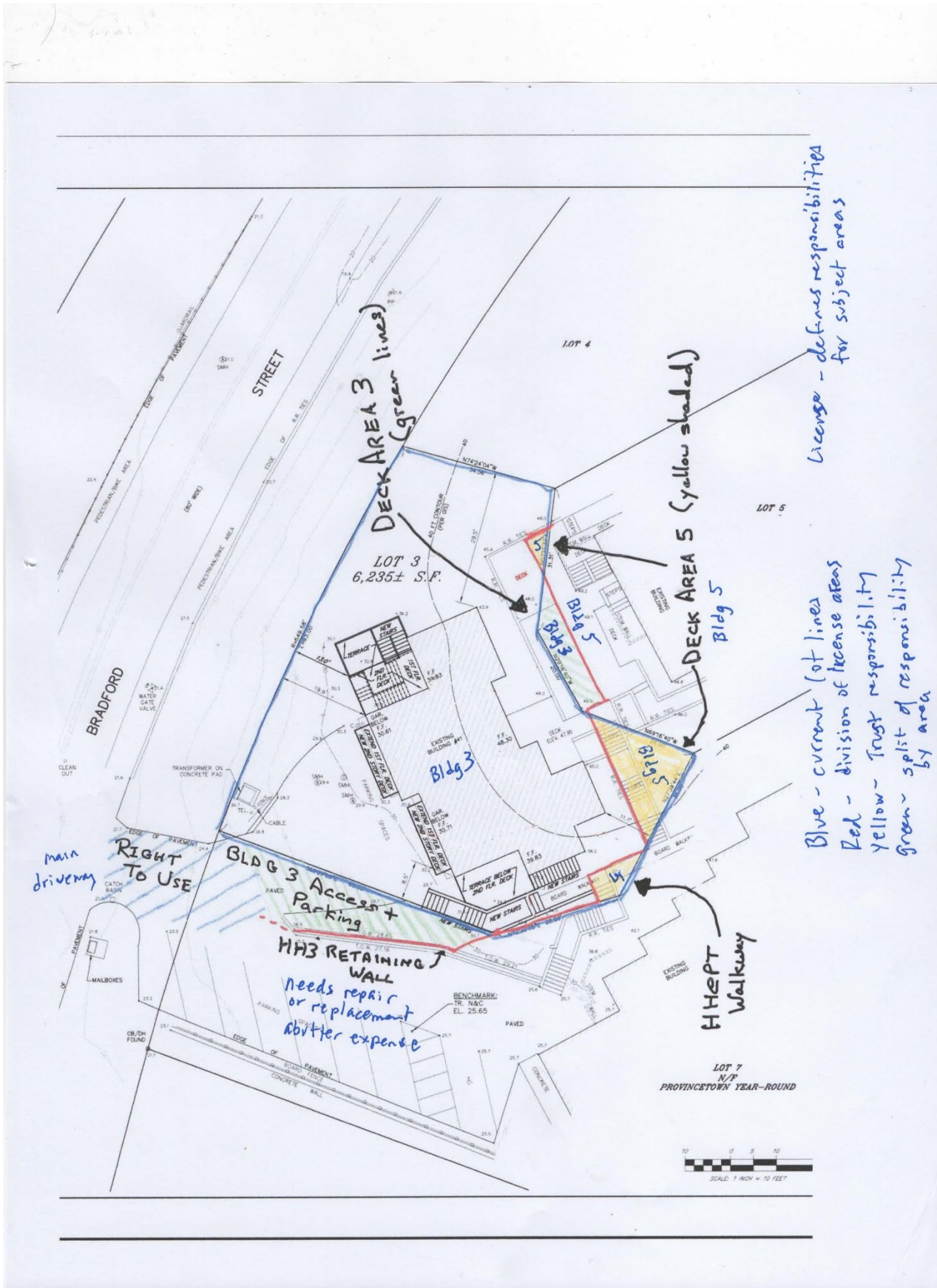
- A. Potential insurance and liability issues associated with use of 41BSE stairs near the boundaries of the properties. In particular, 41BSE was concerned with Harbor Hill Apartments renters routinely traversing these stairs on the east and south sides of the building, especially in the winter when the 41BSE owners are infrequently present and cannot always ensure that ice and snow is promptly removed.
  - B. The irregular lot lines are not arranged in a way that reflects the natural usage and maintenance patterns of certain sections of the property. A few examples:
    - i. The stairs behind the 41BSE building and on 41BSE land are daily used by Harbor Hill Apartments renters to access the lower parking lot from the rear of building 5.
    - ii. The strip of land south of the 41BSE driveway (adjacent to Harbor Hill Apartments parking lot) is elevated several feet above that parking lot and is routinely maintained and used by 41BSE owners due to its elevated position. It is level with 41BSE parking area.
    - iii. On A triangle of the 41BSE parcel protrudes into the Harbor Hill Apartments parcel and contains stairs & vegetation that is now routinely maintained by the Harbor Hill Apartments.
  - C. The open deck between 41BSE and Building 5 of Harbor Hill Apartments does not have any physical boundaries or fencing to provide privacy to adjacent units and the ability to separate and secure personal items such as furniture, grills, etc. This is particularly problematic since Harbor Hill Apartments has exclusively year round occupants while occupants of 41BSE may be short term renters on vacation, with different evening activities, sleep schedules, etc.
  - D. The need for lighting in the deck and stairway areas, and the appropriate placement and types of lights differs significantly for 41BSE and Harbor Hill Apartments occupants based on usage patterns. The current open deck does not allow for tailoring of lighting and provision of energy sources for the lighting based on specific usage of each property.
4. The proposal involves eliminating current easements between the properties by mutual agreement between the parties, and recording new easements that would change the parties' current usage rights, duty to maintain and insure, and right to construct certain structures on the land parcels as described in the: "Reciprocal License Agreement". See Exhibit B.
  5. In 2020, 41BSE hired a professional surveyor to physically identify actual lot lines on the property. Using the surveyors lot map, we then marked up and identified areas that are proposed to be the subject of the revised easements. This plot map is shown in the: "Plot Map with Revised Easements". See Exhibit A. For a narrative explaining the revised easements see Exhibit A Narrative.
  6. The Harbor Hill Condominium Board of Trustees and Attorney Thomas Harrison presented this proposal to Michelle Jarusiewicz, Nathan Butera, and Lee Smith in 2019. Michelle subsequently presented the plan to the Board of Trustees of the Year Round Rental Housing Trust. Michele indicated that there was consensus by the town's representatives and the Board of Trustees that the plan was acceptable, they had no objections, and that the attorneys should move forward with drafting new easements.

7. However, it was noted that the Provincetown Year Round Rental Housing Trust is in the process of petitioning the Land Court to remove the Harbor Hill Apartments parcels from Registered Land. The Trust indicated that they wished to wait until this was complete before taking further action on easements since it will reduce the cost, time, and complexity of the recording of the easements. The Board of Trustees at Harbor Hill Condominium (41BSE) agreed to this plan, but proposed that an interim Reciprocal License Agreement or memorandum of understanding be signed by both parties that essentially codifies the changes proposed in the new easements, and commits to pursuing the easement changes as soon as the Land Court actions are complete.
  
8. Currently, the owners of 41BSE (Carolyn Westmark, John Gaitenby, Robert Newell) have been working on plans with a local architect (Ted Smith) and a local general contractor (Kaye McFadden) the past year and a half to renovate the building at 41BSE. The renovations are expected to begin within the next few weeks. Once renovations are complete, two of the units will be placed up for sale. Thus, there is a need to timely resolve the easement issue within the next few months so that all necessary construction can be performed on the property and owners and potential buyers can be assured of the status of the property and its expected usage.
  
9. We are therefore requesting that the current Provincetown Year Round Rental Housing Board of Trustees review this summary of the history, the proposed Reciprocal License Agreement and provide official approval for Attorney Lee Smith to move forward with the proposed plan at the earliest possible opportunity.

Exhibit A: Plot Map

Exhibit A Narrative: Plot Map Narrative

Exhibit B: Reciprocal License Agreement



License - defines responsibilities for subject areas

Blue - current lot lines  
 Red - division of license areas  
 Yellow - Trust responsibility  
 Green - split of responsibility by area

main driveway  
 RIGHT TO USE

BLDG 3 Access + Parking  
 MH3 RETAINING WALL  
 needs repair or replacement  
 abetter expense

HSEPT Walkway

LOT 7  
 N/P  
 PROVINCE TOWN YEAR-ROUND  
 SCALE: 1 INCH = 10 FEET

# RECIPROCAL LICENSE AGREEMENT **DRAFT**

This RECIPROCAL LICENSE AGREEMENT made as of the \_\_\_\_ day of November, 2021 (the “Agreement”), between **The Provincetown Year-Round Market Rate Rental Housing Trust**, a trust created by special legislation... (the “PYRMRRH Trust”) filed with the Barnstable County Registry District of the Land Court as Document # \_\_\_\_\_; and **The Harbor Hill Condominium Trust**, a condominium trust created by a declaration of trust (the “HH3 Trust”) filed with the Barnstable County Registry District of the Land Court as Document # \_\_\_\_\_. The HH@PT Trust and the HH3 Trust are collectively referred to herein as the “Trusts” or the “Parties”.

## WITNESSETH

**WHEREAS**, the PYRMRRH Trust and the HH3 Trust are neighboring condominium organizations located off the Bradford Street Extension and Harbor Hill Roads in Provincetown, Massachusetts; and

**WHEREAS**, the PYRMRRH Trust and the HH3 Trust were original developed by entities controlled by the same individuals (the “Developers”), and were previously managed as one condominium complex; and

**WHEREAS**, the Developers and the HH3 Trust exchanged reciprocal easements dated September 3, 1991, regarding the sharing of various common areas of the Trusts, including without limitation decks, access, and walkways (the “Easements”); and

**WHEREAS**, the Trusts have concluded that it is in their mutual best interests to further clarify the uses and obligations related to specific areas addressed in general terms by the Easements.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Trusts, the Trusts agree as follows:

1. Licenses Granted by HH3 Trust. The HH3 Trust hereby grants the following Licenses to the PYRMRRH Trust (collectively the “HH@PT Licenses”):

a. An exclusive license for the right to use, maintain and revise, as necessary, that certain portion of the decks between building 3 and building 5 shown on the plan attached as Exhibit A (the “License Plan”) and labeled as “Deck Area 5”.

b. A license for the right to use and maintain those stairs and walkways between building 3 and building 7 shown on the License Plan and labeled as “HH@PT Walkway”.

c. The areas covered by the HH@PT Licenses shall be referred to collectively as the “HH@PT License Areas”.



2. Licenses Granted by The Provincetown Year-Round Market Rate Rental Housing Trust. The **The Provincetown Year-Round Market Rate Rental Housing Trust** hereby grants the following Licenses to the HH3 Trust (collectively the “HH3 Licenses”):

a. An exclusive license for the right to use, maintain and revise, as necessary, that certain portion of the decks between building 3 and building 5 shown on the License Plan and labeled as “Deck Area 3”.

b. An exclusive license for the right to use, access, maintain and revise, as necessary, that certain driveway and parking area between Bradford Street Extension and the garages in front of building 3, and the area adjacent to building 3 shown on the License Plan and labeled as “Bldg 3 Access & Parking”.

c. An exclusive license for the right to maintain and rebuild, if necessary, the retaining wall in front of and between building 3 and building 7 shown on the License Plan and labeled as “HH3 Retaining Wall”, and to expand the HH3 Parking Area supported by the HH3 Retaining Wall.

d. The areas covered by the HH3 Licenses shall be referred to collectively as the “HH3 License Areas”.

3. Term.

a. The "Initial Term" hereunder shall be for ten (10) years (which Initial Term, and any extensions thereof as provided in Section 3b, are hereinafter sometimes called the "Term"), commencing on the date hereof (the “Commencement Date”). The Trusts hereby accept, respectively, the HH@PT License Areas and the HH3 License Areas in their "as is" condition.

b. If either of the Trusts desire to extend the Initial Term for an additional ten (10) year period (each period after the Initial Term, an "Extension Period"), either Trust may provide written notice (the "Extension Notice") to the other Trust regarding its desire to so extend, which Extension Notice shall be received by the other Trust no earlier than one (1) year and no later than six (6) months prior to the expiration date of the then current Term. Upon receipt of an Extension Notice by a Trust, the term hereof shall be extended as provided in the Extension Notice. All such extensions shall be on all of the terms and conditions set forth herein.

4. Maintenance of the License Areas. The respective Trusts, at their sole and individual cost and expense, shall each keep, maintain and insure, or cause to be kept, maintained and insured, their respective **The Provincetown Year-Round Market Rate Rental Housing Trust** License Areas or HH3 License Areas (collectively, the “License Areas”). Each Trust shall keep its respective License Areas in good order and repair, reasonably free of debris, ice and snow and in accordance with all applicable governmental requirements.

5. Assignment by Trusts. The Trusts acknowledges that they may each assign or mortgage their entire interest, or portion thereof, in their respective condominium projects and common areas. This Agreement shall follow and be assignable by operation of law to a Trust’s successors and assigns, upon transfer of the condominium property, or assignment of a Trust's respective interest in its respective

condominium project, and shall thereafter inure to and be binding upon the grantee, assignee or other transferee of such Trust's interest.

6. Default. Should either party default in the performance of a material provision of this Agreement and fail to correct same within thirty (30) days after having received Notice (as provided in Section 10e) specifying the nature of such default (unless such default is of a nature that it cannot be completely cured within thirty (30) days), if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting party may terminate this Agreement and/or may pursue all other remedies available to it at law and/or equity. The waiver by any party hereto of any breach or default of any provisions of this Agreement on one occasion shall not constitute a waiver of any subsequent breach.

7. Indemnification. Each Trust shall indemnify, hold harmless and defend the other Trust, its employees, agents, contractors, invitees, officers, directors, affiliates and subsidiaries from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, arising from or out of its use, maintenance, installation or removal of its respective License Areas, except to the extent that any such claims, actions, damages, liabilities, expenses or damage are caused by the other Trust, its employees, agents, contractors, invitees, officers, directors, affiliates or subsidiaries.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Revised Easements. The Trusts acknowledge that they intend to continue their good faith discussions regarding the eventual replacement of the Easements with revised easements, which are more specific than the existing Easements, and which are consistent with the grant of the Licenses described herein.

10. General Provisions.

a. Amendment. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party against whom enforcement of any change is sought.

b. Binding. This Agreement shall be binding upon and enforceable by or against the parties hereto and their successors and assigns.

c. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

d. Separability of Provisions. Each provisions of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and

contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

e. **Notices.** A notice, demand, or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, postage prepaid, return receipt requested; delivered personally; forwarded by recognized overnight carrier; or transmitted by electronic mail with confirmation of receipt, and

*in the case of the HH@PT Trust, is addressed to or delivered personally to the HH@PT Trust at:*

**The Provincetown Year-Round Market Rate Rental Housing Trust**

*in the case of the HH3 Trust, is addressed to or delivered personally to the HH3 Trust at:*

Harbor Hills Condominium Trust  
135 Jerome Street  
Watertown, MA 02155  
Attention: Carolyn Westmark, Trustee

or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

f. Applicable Law. This Agreement shall be construed pursuant to and in accordance with the laws of the Commonwealth of Massachusetts.

g. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement between the parties relating to the licenses hereby granted, all prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as herein set forth. No waiver of any of the provisions of this Agreement and other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. Time is of the essence of this Agreement.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**The Provincetown Year-Round Market Rate Rental Housing Trust**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Trustee, Duly Authorized

**The Harbor Hill Condominium Trust**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Trustee, Duly Authorized

Nathan Butera: MOVE to approve the License Agreement subject to approval by Town Counsel; Cass Benson second; approved 5-0

Cass Benson	aye	Nathan Butera	aye	Doug Cliggott	aye
Austin Miller	aye	Louise Venden	aye		

**Agenda 5: Area Median Income FY 2022 revised limits & Subsidized Housing Inventory update:**

HUD has released the updated FY 22 Area Income Limits. Note that the Area Median Income [AMI], after declining in FY 21, the AMI increased from \$89,300 to \$115,600. The AMI is the base for all Affordable and Community Housing for the sale/resale of a home and for eligibility purposes. See attached.

40B Subsidized Housing Inventory: on 5/5/22 submitted response to the Department of Housing and Community Development’s biennial request to update the Chapter 40B Subsidized Housing Inventory [SHI]. Of importance to note, the SHI has the number of SHI eligible units only as the numerator and the number of year-round homes per US Census data as the denominator. That data for 2020 is not yet available, so the SHI percentage is still based on the 2010 census data; it is expected later this year. The current percentage = total SHI units/2010 year-round rental homes = 201/2122 = 9.47%. Under the last update, we were at 9.9%, but restrictions for 5 units from old housing rehab program expired. See attached.

### What does household income limit mean?

Maximum household income limits are the total household income for all earners and change annually. Different programs target different thresholds such as 50% AMI or 100% AMI. Sample numbers are listed below.

HUD, MHP, CPA actual; others estimate

### Income limits FY 2022 Barnstable County median income \$115,600

5/3/2022

House-hold Size	30% Income Limit Extremely Low HUD	50% Income Limit Low HUD	60% Income Limit Moderate	65% Income Limit Moderate	80% Income Limit Moderate CPA	80% Income Limit Moderate HUD	100% Income Limit Median CPA	100% Income Limit MHP ONE	120% Income Limit	150% Income Limit Middle	100% Income Limit Middle	180% Income Limit Middle	200% Income Limit
1	\$22,850	\$38,050	\$45,660	\$49,465	\$64,736	\$60,900	\$80,920	\$76,100	\$91,320	\$114,150	\$121,760	\$136,980	\$152,200
2	\$26,100	\$43,500	\$52,200	\$56,550	\$73,984	\$69,600	\$92,480	\$87,000	\$104,400	\$130,500	\$139,200	\$156,600	\$174,000
3	\$29,350	\$48,950	\$58,710	\$63,603	\$83,232	\$78,300	\$104,040	\$97,850	\$117,420	\$146,775	\$156,560	\$176,130	\$195,700
4	\$32,600	\$54,350	\$65,220	\$70,655	\$92,480	\$86,950	\$115,600	\$108,700	\$130,440	\$163,050	\$173,920	\$195,660	\$217,400
5	\$35,250	\$58,700	\$70,440	\$76,310	\$99,878	\$93,950	\$124,848	\$117,400	\$140,880	\$176,100	\$187,840	\$211,320	\$234,800
6	\$37,850	\$63,050	\$75,660	\$81,965	\$107,277	\$100,900	\$134,096	\$126,100	\$151,320	\$189,150	\$201,760	\$226,980	\$252,200
7	\$41,910	\$67,400	\$80,880	\$87,620	\$114,675	\$107,850	\$143,344	\$134,800	\$161,760	\$202,200	\$215,680	\$242,640	\$269,600
8	\$46,630	\$71,750	\$86,100	\$93,275	\$122,074	\$114,800	\$152,592	\$143,500	\$172,200	\$215,250	\$229,600	\$258,300	\$287,000

### NOTE:

Numbers are based on published as marked HUD, CPA, MHP for Barnstable County FY 2022 Income Limits non-labeled numbers are extrapolated

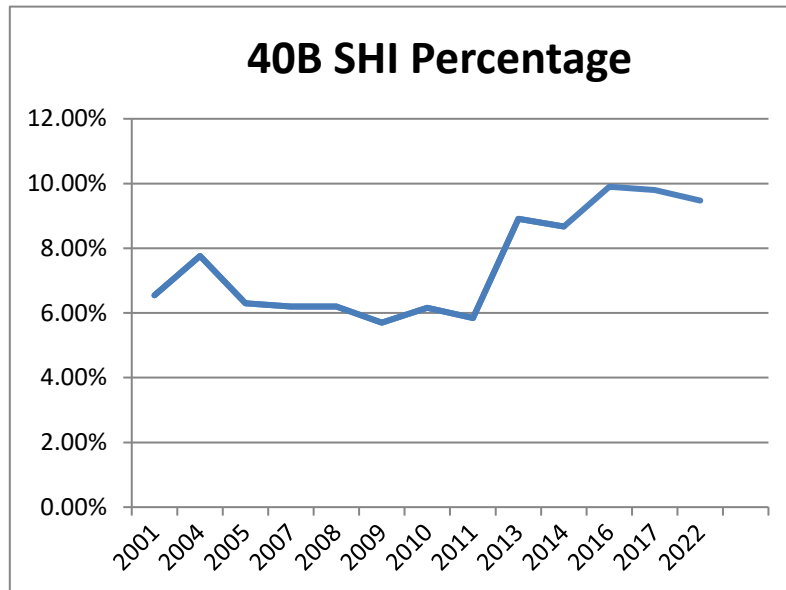
This document is for reference only. Actual limits are determined by the specific funding source.

Note that income is the total of all gross income for all household members.

Income limits are updated annually.

**Date**      **Percentage**

2001      6.55%  
 2004      7.76%  
 2005      6.30%  
 2007      6.20%  
 2008      6.20%  
 2009      5.70%  
 2010      6.16%  
 2011      5.84%  
 2013      8.91%  
 2014      8.67%  
 2016      9.90%  
 2017      9.80%  
 2022      9.47%



The higher AMI does allow a broader range for eligibility under all the housing programs. Ms. Jarusiewicz pointed out that while the AMI is increasing, so are interest rates. This is impacting the sale formulas as the interest rate is one component in the affordability math.

Mr. Coburn suggested that a second way could be based on values. Mr. Miller asked if we could create a bylaw on condo associations? Ms. Benson said developers would have a problem with that. Mr. Miller would like to see the debate. Ms. Venden said under state condo law, not sure if Town could determine different standards. Mr. Coburn indicated could only do it under Inclusionary Zoning. Ms. Venden stated that it is hard enough to develop here. It is high risk.

Mr. Miller asked with higher income limits, could they ask for CPA funds? Ms. Jarusiewicz yes if targeted. Mr. Coburn pointed out that CPA funds can only be used for rehabilitation on properties purchased with CPA funds, or for preservation/restoration and then requires a deed restriction.

7:08 pm Nathan Butera leaves meeting.

**Agenda 6: Future goal setting discussion** of member Cliggott’s proposals including double number of year-round Trust market rate rental units from 28 to 56 by 2030, purchase of existing properties, property management options

**From:** Doug Cliggott <[dcliggott@gmail.com](mailto:dcliggott@gmail.com)>

**Sent:** Thursday, May 5, 2022 11:08 AM

**To:** [nathanbutera@mac.com](mailto:nathanbutera@mac.com); Michelle Jarusiewicz <[mjarusiewicz@provincetown-ma.gov](mailto:mjarusiewicz@provincetown-ma.gov)>

**Subject:** Agenda items for our meeting on May 17

Good morning!

I hope that you are both doing well.

*I have three wishes for the agenda for our meeting on Tuesday May 17.*

*1) I would like the Trust to have a clear, measurable goal that guides us in the next few years. It appears that the rooms tax will be generating A LOT of money (see attached spreadsheet) and it will be our responsibility to go before the Select Board to get funding from the rooms tax to increase the number of year-round rental units that fit our mandate.*

*I would like our goal to be this: Double the number of year-round rental units owned by the Town from the current 28 to 56 by 2030.*

*We could use the goal to rally public support at public hearings and Town Meetings. It seemed clear to me that folks at Town Meeting wanted to allocate significantly more money from the rooms tax to housing than the 30% number proposed by the Town manager.*

*2) I would like us to talk about 28-32 Standish Street. (see link to Paul Benson's piece from 2021).*

<https://provincetownindependent.org/news/2021/08/11/year-round-rental-housing-melts-away/>

*The transaction price on the property was \$2.275 million -- pretty reasonable for six good units. The tenants there (some are still there) appear to fit the income profile of Harbor Hill residents and pay (or paid) similar rents. I believe the buyer was Maria Cirino, managing partner of .406 Ventures (see link).*

[https://www.406ventures.com/team/maria\\_cirino](https://www.406ventures.com/team/maria_cirino)

*The \$2.275 million price for six units translates into \$379,000 per unit. I think the Town should attempt to acquire the property in whole or in part for the year-round rental housing trust to start our push outlined in (1) above. Here are some possible options on how to do that.*

*a) ask the current owner to donate the property to the Trust in exchange for a tax write-off and public good will*

*b) ask the current owner to transfer the property to the Trust in exchange for six community housing "credits" to be applied to future development projects*

*c) ask the current owner to sell the property to the Town for the original purchase price of \$2.275 million -- funding can come from free cash and the current 52% of the rooms tax (that will likely total about \$5.0 million) now being allocated to the General Fund and the Capital Stabilization Fund.*

*d) ask the current owner to sell deed restrictions on some number of the units on the property.*

*3) I would like to talk about the Town creating a new position within the DPW or the Housing Office of "property manager" for Town owned residential properties. I think the CDP has done a fantastic job managing Harbor Hill. But if we are actually going to address our housing crisis, rather than talk about addressing our housing crisis and paying consultants lots of \$\$\$, I think the Town actually needs to build the expertise of property management rather than buy it or "outsource" it -- in effect, I think we need to "learn how to fish, not pay top dollar at the fish market".*

*Thanks for your consideration!*

Ms. Venden stated that it's a great goal - doubling the number of units from 28 to 56 by 2030; we need to discuss methods and strategies. Ms. Benson agrees. We should target who we are helping, structure an economic model. Mr. Miller was not sure that all aligned having units owned by the Town or permanently available. Mr. Coburn said that the Town should definitely not be in the housing business but that the Town should be developing the housing business. Developers have access to other subsidies and resources. Ms. Venden said that the Town Manager is speaking to TCB. TCB will be presenting a status report on 3 Jerome Smith Road at the Select Board's June 13<sup>th</sup> meeting. The original proposal had 4 market rate units, if provide funds, perhaps could increase the number of market rate units. Should explore money.

Mr. Miller inquired about responses from Town Counsel on the questions that he posed.

Mr. Coburn said that the potential for 15 units on Bradford Street makes it hard to do rentals, need at least 20 units. The state may start again subsidizing ownership. Ms. Benson said that we need to reduce the costs.

Members agreed with numerical target.

Regarding 28-32 Standish, Mr. Cliggott wondered if the owner could donate the property to the Town as tax write-off? Who would approach – Town Manager? Select Board? Following discussion, Mr. Miller said that he was not hearing interest in pursuing, the Trust is not ready to endorse at this time.

Regarding Property Management, Mr. Cliggott stated that he was thrilled with CDPs work and he was thrilled with moving away from micro-managing. He suggested that it may make sense if a Town employee could do the property management, or outsource, or abandon the model of Town owning property. Ms. Venden commented that most government owned and run housing projects are not successful, they are encumbered by the regulations. It is clear that the CDP has done a very good job. It is a long shot as the Town is having a hard time hiring staff for regular functions. Mr. Coburn said that can't staff it. Ms. Benson said that could be included in the goal setting.

*7:49 pm Ms. Venden leaves*

Other: Status of the Property management contract? Same.

Next meeting: 6/14/22 at 6pm.

Adjourned 7:52 pm

*Minutes drafted by:  
Community Housing Specialist Michelle Jarusiewicz*