



Town of Brewster Affordable Housing Trust

2198 Main St., Brewster, MA 02631

(508) 896-3701

AFFORDABLE HOUSING TRUST MEETING AGENDA

2198 Main Street

Thursday, February 1, 2024 at 5PM

Affordable Housing Trust

Timothy Hackert
Chair

Maggie
Spade-Aguilar
Vice Chair

Ned Chatelain
Clerk

Antone Freitas

Vanessa Greene

Donna Kalinick

Paul Ruchinskask

Housing Coordinator

Jill Scalise

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. **As a courtesy only, access to the meeting is also being provided 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 or affect remote attendance or participation, unless otherwise required by law.** Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly.

Members of the public who wish to access the meeting may do so in the following manner:

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 843 9277 5553 Passcode: 231023

To request to speak: Press *9 and wait to be recognized.

Zoom Webinar: <https://us02web.zoom.us/j/84392775553?pwd=T2pEbVFGT1NUSWtDMGk5RWFOd0s2dz09>

Passcode: 231023 To request to speak: Tap Zoom "Raise Hand", then wait to be recognized.

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. Additionally, the meeting will be broadcast live, in real time, via **Live broadcast** (Brewster Government TV Channel 18), **Livestream** (livestream.brewster-ma.gov), or **Video recording** (tv.brewster-ma.gov).

Please note that the Affordable Housing Trust may take official action, including votes, on any item on this agenda.

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement-"As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair."
5. Citizen's Forum – Members of the public may address the Housing Trust on Housing Trust matters for a maximum of up to 3 minutes at the Chair's discretion. Under the Open Meeting Law, the Housing Trust can only address each item listed on the agenda and may do so during the appropriate agenda item. The Trust also may add items presented to a future agenda.
6. Brewster Rental Assistance Program discussion and potential vote on program revisions. Heidi Archibald, Housing Assistance Corporation (HAC)
7. Spring Rock Village update
8. 212 Yankee Drive update, discussion, and potential votes on Payment in Lieu of Taxes (PILOT) and sale of property
9. Housing Coordinator update
10. Cape Cod Sea Camps update
11. Annual Town Report for Brewster Affordable Housing Trust (BAHT) and possible vote
12. For Your Information
13. Matters Not Reasonably Anticipated by the Chair
14. Approval of Minutes from January 4, 2024
15. Next Scheduled Meeting: March 7, 2024
16. Adjournment

Date Posted:
01.29.24

Date Revised:

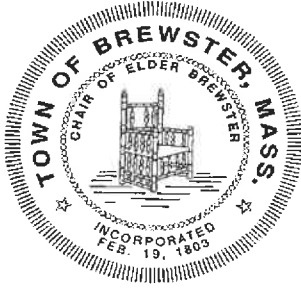
Received by Town Clerk:

BREWSTER TOWN CLERK

24 JAN 29 12:33PM

7. Spring Rock Village Update

- ZBA Decision
- Affordable Housing Cost Comparison



Town Of Brewster
2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701 x1150

Office of:
Planning Department
Housing Office

DECISION
BREWSTER ZONING BOARD OF APPEALS

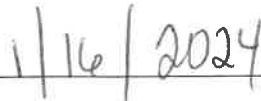
Re: Notice of Project Change- Comprehensive Permit, ZBA Case No. 23-04
Applicants: Preservation of Affordable Housing, Inc./Housing Assistance Corporation
Premises: Spring Rock Village, 0 Millstone Road/ Woodlot Way (Map 98 Parcel 12)
Comprehensive Permit Decision recorded in Barnstable Deeds Book 35884 Page 192

At a duly-posted meeting of the Board on January 9, 2024 at which a quorum was present and voting (Brian Harrison, Chair; Jeff Carter, Vice Chair; David Ayers; Patricia Eggers; and Corey Gill), the Board voted unanimously that the project changes, as requested and described in the Notice of Project Change ("NPC") dated December 20, 2023 from Peter L. Freeman, Esq. on behalf of the Applicants (incorporated herein by reference), are insubstantial under 760 CMR 56.05(11) and therefore that the Comprehensive Permit is deemed modified to incorporate the requested changes, without hearing or further review by the Board. Without limiting their more specific description in the NPC, the changes generally involve the approved plans: there is a reduction in the number of proposed site buildings from 12 to 7 (but maintaining the same number of units and bedrooms), which in turn reduces the project's overall development footprint, including the amount of driveway, and increases undeveloped open space and vegetated buffer on-site. The revised illustrative plan set in the NPC is dated 12/7/23, with a stamped overall site plan, titled sheet C-6, revised dated 12/18/23. These proposed changes do not require new or modified waivers from local regulations. The terms and conditions of the Comprehensive Permit continue to apply as originally approved except as modified herein. Copies of the Notice of Project Change and associated documents are on file in the Brewster Planning Department and in the offices of the Town Clerk.

Brewster Zoning Board of Appeals
By its Chair,




Brian Harrison



Date

The appeal provisions of Massachusetts General Laws, Chapter 40A, Sec. 17, do not apply to this Decision. The foregoing Decision has hereby been filed with the Town Clerk of the Town of Brewster, Massachusetts on this 16th day of January, 2024.



Colette Williams
Town Clerk, Brewster, Massachusetts



Cost Comparison: 05/2021 to 11/2023				
	Completion Date	Closing Date		
Project	Little Pond Place	Cape View Way		
Town	Falmouth	Bourne		
# of Units	40	42		
# of Buildings	3 bldgs/1 clubhs	1 bldg	Prepared by Renie Hamman	
Gross Square Feet (appx)	47,355	52,588	December 14, 2023	
Project	Little Pond Place	Cape View Way	Increase: \$	%
Date	May 2021	November 2023		
Acquisition	99.00	100,000.00		
Construction Cost w/ contingency	10,744,925.00	18,165,580.00	7,420,655.00	69.06%
Soft Costs w/ contingency & Dev. Fees	3,483,255.00	7,258,456.00	3,775,201.00	108.38%
TDC	14,228,279.00	25,524,036.00	11,295,757.00	79.39%
TDC per unit	355,706.98	607,715.14	252,008.17	70.85%
Construction Cost per Sq. Ft. appx	220.10	329.17	109.07	49.55%

8. 212 Yankee Drive

- Change Order #5
- Expenses
- PILOT information
- Legal counsel guidance
- Universal Affordable Deed Rider Template
- LIP Homeowner Disclosure Statement
- 212 Yankee Drive Flyer

TOWN OF BREWSTER
CHANGE ORDER FORM

Date: January 15, 2024

Change Order Number: #5

Purchase: 212 Yankee Drive

Owner: Town of Brewster

Contractor: Pearl Construction LLC

Contract Date: 8/14/2023

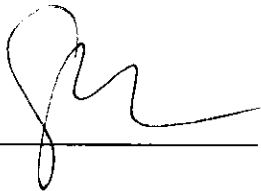
Description of Change: Extension of Time of contract: The current contract end date of January 15, 2024 is extended to February 16, 2024.

These changes result in the following adjustment of the Contract Price: \$0

Contract Price prior to this Change Order: \$275,635.11

The new Contract Price including this Change Order: \$275,635.11

Authorized Signature
Contractor



Peter Lombardi,
Town Manager

Peter Lombardi

Mimi Bernardo, Finance Director

Mimi Bernardo

Certification of Available Funds

BAHT Funds

Type		Expenses	Source	Vendor
Legal		3,673	CPC	KP LAW
Administration		27,500	CPC/BAHT (legal counsel 10.21.22)	TRI/HAC
Back Taxes/PILOT		15986.84 + 2200=18,186.84	Sale Proceeds	TOB
Appraisal		\$600.00	CPC	Linda Coneen
HOA Fees		625.00	BAHT	
Insurance		7,163.92	BAHT	MIIA
		7,054.56	BAHT	MIIA
Septic				
Inspection		1,190.00	BAHT	Accucheck
Repairs		6,981.00	CPC (legal 07.27.23)	Accucheck/Joe Martin
Other Property Work				
Remediation		38,125.00	CPC (legal 07.27.23)	Green Env.
DPW Stone for driveway		438.50	BAHT	RB OUR
Plumbing Assessment		1,850.00	BAHT	Glenn Sherman
Replace Boiler		(-9,860)	CPC (legal 07.27.23)	Glenn Sherman
Major Construction		275,635	CPC/BAHT (legal 07.27.23)	Bid price & 4 CO's
		\$ 360,976.09		
		-18,186.84	to be paid from sale proceeds	
		\$ 342,789.25		
Authorizations by Trust		2,000	6/5/2019	legal & other admin. expenses
		5,000	8/13/2020	legal & professional
		10,000	7/8/2022	legal & insurance
		2,500	11/3/2022	addl to the 10K-inspections & other misc. costs
		27,500	10/6/2022	Admin. for rehab & lottery
		45,000	2/2/2023	Remediation and other small building items
		7,500	3/2/2023	Septic Repairs
		250,000	8/3/2023	Major Construction in response to IFB- Pearl Co. etc.
		20,000	10/5/2023	Addl expenses: plumbing, lights, appliances, windows
		\$ 369,500.00		
		212 Yankee Drive	1.22.24	

Jill Scalise

From: James Gallagher
Sent: Wednesday, January 10, 2024 3:56 PM
To: Jill Scalise
Cc: Donna Kalinick
Subject: RE: 212 Yankee

See MGL Chapter 44 Section 63a: <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter44/Section63A> . The Town shall receive from the grantee a Payment in Lieu of Taxes (PILOT) calculated by prorating the number of days left in the fiscal year multiplied by the tax rate multiplied by the purchase price. When the purchase occurs between January 2 and June 30 an additional amount equal to an entire fiscal year's worth of taxes (purchase price times tax rate) is also collected.

For example, if the sale takes place on March 15, there are 107 days left in the fiscal year. $107/365 \times \$6.81/\$1,000$ (tax rate) $\times \$237,900$ (purchase price) = \$474.93 (FY24 PILOT) + $\$6.81/\$1,000 \times \$237,900$ = \$1,620.10 (FY25 PILOT) so the total PILOT payment would be \$2,095.03. This PILOT payment covers the real estate taxes that would have been owed for the rest of FY24 and the entire next year's real estate tax (FY25). The property would then not get a real estate tax bill until FY26 (October 2025).

This is because the assessment is based on January 1. Since the property was town owned on both January 1, 2023 (FY24 assessment) and January 1, 2024 (FY25 assessment) there is no real estate tax bill generated. It is not until the property is owned by the new buyer by January 1, 2025 that a real estate tax bill will be generated in FY26 (October 2025 bill). To make up for the real estate taxes that would have been owned we collect the PILOT.

This is something that ultimately won't be noticed by the buyer until October 2025 when the first real estate tax bill is generated. If the taxes are paid by escrow, a year or so after that, the escrow account will likely be adjusted. So the new buyer will originally think their monthly payment is lower than it will be once the real estate taxes start being issued regularly. Once the taxes hit the books and the escrow is adjusted the monthly payment will likely jump by \$100 to \$200 (assuming tax rates and median incomes are relatively stable for the next year and a half).

James Gallagher
Deputy Assessor
Town of Brewster
508 896 3701 ext. 1123
jgallagher@brewster-ma.gov

Brewster Town Offices are open to the public Monday through Thursday from 8:30 to 4:00pm, and by appointment on Fridays. For the latest updates on Town services, please visit www.brewster-ma.gov

-----Original Message-----

From: Jill Scalise <jwertz-scalise@brewster-ma.gov>
Sent: Wednesday, January 10, 2024 8:55 AM
To: James Gallagher <jgallagher@brewster-ma.gov>
Cc: Donna Kalinick <dkalinick@brewster-ma.gov>
Subject: RE: 212 Yankee

Thanks, Jim.

We expect the property to be sold in March. Applications are due February 2nd, and the affordable home lottery will take place later in February.

Jill Scalise

From: Shirin Everett <SEverett@k-plaw.com>
Sent: Thursday, January 25, 2024 4:48 PM
To: Jill Scalise
Cc: Donna Kalinick
Subject: 212 Yankee Drive Brewster - Upcoming Sale

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jill,

Please see my notes below and let me know if you have any further questions.

Shirin Everett, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654 1731
C: (617) 697-5115
F: (617) 654 1735
severett@k-plaw.com
www.k-plaw.com

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From: Jill Scalise <jwertz-scalise@brewster-ma.gov>
Sent: Thursday, January 25, 2024 12:19 PM
To: Shirin Everett <SEverett@k-plaw.com>
Cc: Donna Kalinick <dkalinick@brewster-ma.gov>
Subject: 212 Yankee Drive Brewster meeting request for upcoming sale of property

Hi Shirin,

Construction is almost complete and lottery applications for 212 Yankee Drive are due February 2nd. We expect a lottery to be held in mid-February and a purchase and sale agreement to be signed shortly after that. Attached is the marketing flyer from HAC and the Universal Deed Rider provided by Rieko Hayashi at HLC. I've also attached the Town Meeting vote transferring the care, custody & control of 212 Yankee Drive to the Housing Trust and the Housing Trust Bylaw as well as the description of PILOT for the property.

We would like to talk with you about several points as we prepare for the sale of 212 Yankee Drive.

- Purchase and Sale Agreement (P&S)- Who will sign for the P&S Town? When do we need to go before the Select Board for approval since this will be greater than \$50,000?

Answer: The AHT will sign the P&S as the Seller. The AHT could go to the SB now, as it is clear that the sales price exceeds \$50,000, or later, when the AHT has selected an eligible buyer; please keep a certified copy of the SB vote, in case it is requested by the buyer's lender.

- Does anything need to be recorded for the Affordable Housing Trust?

Answer: The Declaration of Trust of the AHT is already on record. Let's wait to see what the buyer's lender may require. Since folks may not be used to affordable housing trusts and with the Town Meeting transfer language, we may need to record a deed signed by the SB and a certified copy of the TM vote, conveying the property to the AHT, but, as mentioned, let's wait as see if the lender's attorney requires it. At the time of closing, we will record a Trustees' Certificate, listing the names of the current Trustees of the AHT.

- Do you have any comments on the universal deed rider provided by HLC?

Answer: The Deed Rider is in acceptable form, subject to filling out the blanks at or before the closing.

- Attached is a description of the PILOT requirement because the home is currently owned by the Town. We would like to bring the PILOT before the Trust at the February 1st Trust meeting. Could the Trust pay the PILOT out of the sale proceeds?

Answer: The AHT could choose to pay the taxes, but does the AHT want to establish a precedent for doing so? Since the purchase price is based on the restricted value of the property, the buyer is not being asked to pay a disproportionate share of the taxes. Further, I expect that the lender will escrow for taxes.

- Will you handle the closing for the Town? I expect that the buyer's lender's attorney will be the closing agent, but I will get everything ready for the closing.

We appreciate your assistance and your guidance throughout this process over the past 6 years! Are you available for a call next week? Yes. Please give me a couple dates/times that work for you and I will make one work.

Thanks,
Jill & Donna

Jill Scalise

Housing Coordinator
Town of Brewster
2198 Main Street, Brewster, MA 02631
508-896-3701 ext. 1169

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LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20____. The Property is located in the city/town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), as successor agency to the Department of Housing and Community Development, and duly organized and existing pursuant to Chapter 23B, as amended by Chapter 7 of the Acts of 2023, and [X] the Municipality; dated _____ and recorded/filed with the Registry in Book _____, Page _____/Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low- or moderate-income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the city/town of _____ (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public’s interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income,

the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$_____.

Chief Executive Officer shall mean the mayor in a city or the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum

Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer;

or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation

continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households

identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the

deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in

excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLC and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the

option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHLC, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20____.

Grantor: _____ Owner: _____

By: _____ By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

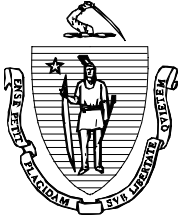
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [☐] a current driver's license, [☐] a current U.S. passport, [☐] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:



Commonwealth of Massachusetts

EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

**KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION**

LOCAL INITIATIVE PROGRAM (LIP) **HOMEOWNER DISCLOSURE STATEMENT**

This Homeowner Disclosure Statement summarizes your rights and obligations as the owner of a home located at _____, in _____, Massachusetts (the "Municipality"), which was purchased at less than the home's fair market value under the Local Initiative Program (LIP). When you sell the home, that same opportunity will be given to the new buyer. In exchange for the opportunity to own the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in a LIP Deed Rider that is attached to the deed to _____, which is recorded at the _____ Registry of Deeds in Book _____, Page _____ (the "LIP Deed Rider").

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the Executive Office of Housing and Livable Communities (EOHLC) and the Municipality [and _____ (if another monitoring agent is listed)] (together they are referred to as the "Monitoring Agents" in this Homeowner Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your LIP home;
- You must give written notice to the Monitoring Agents when you decide to sell your property.
- You may **not** transfer your LIP property into a trust.

The contact information for the Monitoring Agents is listed in the LIP Deed Rider.

Please read the LIP Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

Primary Residence

You must occupy your LIP property as your primary residence.

Renting, Refinancing and Capital Improvements

You must obtain the prior written consent of the Monitoring Agents before you do any of the following:

- Rent your LIP home;
- Refinance an existing mortgage or add any other mortgage including a home equity loan; or
- Make any Capital Improvements (for example, a new roof or a new septic system – see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact EOHLC for instructions on renting, mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Monitoring Agents, you can be required to pay all of the rents or proceeds from the transaction to the Municipality.

Resale Requirements

When you sell your home, you are required to give written notice to the Monitoring Agents of your desire to sell so that they may proceed to locate an Eligible Purchaser for your LIP home. Your sale price will be computed by EOHLC based on the formula set forth in the LIP Deed Rider to reflect the purchase price noted on the Deed that is attached to the LIP Deed Rider plus certain limited adjustments.

The allowed sale price is defined as the “Maximum Resale Price” in the LIP Deed Rider. It is calculated by adjusting the purchase price noted on the Deed that is attached to the LIP Deed Rider to reflect any change in the area median income plus:

- (a) The Resale Fee as stated in the LIP Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 70% of the area median income, as determined by a formula set forth in the LIP Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agents have up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the LIP Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or *for lack of cooperation* on your part.

It is your obligation to cooperate fully with the Monitoring Agents during this resale period.

If an Eligible Purchaser fails to purchase the home, and none of the Monitoring Agents (or their designee) purchases the home, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser (in this event, this purchaser is referred to as an ineligible purchaser), subject to the following:

- (i) the sale must be for no more than the Maximum Resale Price;
- (ii) the closing must be at least 30 days after the closing deadline described above;
- (iii) the home must be sold subject to a LIP Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by EOHLC as an appropriately-sized household whose income is more than 80% but less than 120% of the area median income.

Any sale by you to an Eligible Purchaser, or to an ineligible purchaser (as described in the LIP Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the LIP Deed Rider.

There is no commitment or guarantee that an Eligible Purchaser will purchase the LIP home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the LIP home.

A sale or transfer of the home will not be valid unless (1) the total value of all consideration and payments of every kind given or paid by the selected purchaser do not exceed the Maximum Resale Price, and (2) the LIP Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the LIP Deed Rider is executed by the Monitoring Agents and recorded at the Registry of Deeds.

If you attempt to sell or transfer the home without complying with the LIP Deed Rider requirements, the Monitoring Agents may, among their other rights, void any contract for such sale or the sale itself.

Foreclosure

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the LIP Deed Rider gives the Municipality an option to purchase the home (or to designate another party to purchase the home) for a period of 120 days after notice of the Lender's intent to foreclose.

If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by the mortgage, plus the outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price noted on the Deed that is attached to the LIP Deed Rider. By accepting the terms of the LIP Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any other required closing documents.

If the foreclosure purchase option has not been exercised within 120 days of delivery of the foreclosure notice to the Monitoring Agents, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to the LIP Deed Rider.

If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the Municipality's foreclosure purchase option as described above, the excess will be paid to the Municipality. By accepting the terms of the LIP Deed Rider, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds available after satisfaction of all obligations to the holder of the foreclosing mortgagee, for delivery to the Municipality.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the LIP home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Monitoring Agents may exercise the remedies set forth in the LIP Deed Rider.

If one or more of the Monitoring Agents brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent(s). The Monitoring Agent(s) can assert a lien against the home to secure your obligation to pay those fees and expenses.

Acknowledgements

By signing below, I certify that I have read this Homeowner Disclosure Statement and understand the benefits and restrictions described. I further certify that I have read the LIP Deed Rider and understand the legal obligations that I undertake by signing that document.

I also certify that I have been advised to have an attorney review this document and the LIP Deed Rider with me.

Dated _____, 2022

Homeowner

Witness

Homeowner

Witness

Local Initiative Program (LIP)
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
617-573-1426

LOCAL INITIATIVE PROGRAM CAPITAL IMPROVEMENTS POLICIES AND PROCEDURES

Dear Local Initiative Program (LIP) Homeowner:

Capital improvements *must be approved by EOHLC and the local community* in order to be considered and added to the resale price. EOHLC defines capital improvement as a necessary maintenance improvement, not covered by a condominium or homeowner association fee, that if not done would compromise the structural integrity of the property. Examples of necessary capital improvements include the following:

New roof	Septic tank replacement
Exterior painting due to deterioration	Heating or plumbing replacement
Structural deficiencies such as termite or other pest damage, water damage, or other maintenance as required	The replacement of siding, shingles or clapboard due to damage or long-term wear
Replacement of windows due to damage or long-term wear and tear	Other improvements identified by the owner and reviewed by EOHLC.
Appliance replacement (stove, dishwasher, refrigerator)	

Improvements such as the installation of outdoor decks, flooring (except in cases of replacement due to damage or long-term wear), additions, garages, landscaping, and other items identified by the owner that are upgraded or luxury improvements will ***not be*** considered capital improvements and cannot be added to the resale price when the property is sold.

If a condominium or homeowners' association has a special assessment, EOHLC will take into consideration the cost to the homeowner on a case by case basis. Additional documentation may be requested.

At the time of resale, EOHLC will determine the current value of the improvement based on the depreciation schedule. For example, if a new heating system is installed for \$5,000 and the owner sells the property 5 years later, the full \$5,000 will not be added to the resale price. As with market rate properties, the value of the heating system is the greatest when it is new and it depreciates over time.

To begin the review process, please mail the following information to EOHLC and your local community:

A letter requesting approval for the cost of a capital improvement, including:

- a description of the work to be done
- an estimate of the cost
- an explanation of why the work is a capital improvement

If the request is approved, EOHLC will require a copy of the paid invoice after the completion of the work. EOHLC will consider the useful life of the improvement and prepare a depreciation schedule for the cost of the improvement.

Requests for capital improvements or questions can be directed to:

Rieko Hayashi
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Division of Housing Development – LIP Program
617-573-1426
617-573-1330 (fax)
Email: rieko.hayashi@mass.gov

Please contact your town or city hall for information on who will review your request for approval of the cost of a capital improvement. You may inquire at the Board of Select

AFFORDABLE SINGLE FAMILY HOME FOR SALE

**212 Yankee Drive,
Brewster MA 02631**

Price: \$237,900

This newly renovated 3-bedroom, 2-bathroom home is located in the heart of Brewster and offers a one-car garage and a charming back deck.

**Sign up for the Information Session on our website:
haconcapecod.org/lotteries**

Date: January 10 at 6:00PM via Zoom

**Resale restriction.
Income and asset guidelines apply.**

->Eligible applicants can obtain a loan for the purchase price of the property. Primary residence only. First-time buyer with exceptions. The type of loan must comply with the Deed Restriction. Household income must be at or below 80% of the Area Median Income of Barnstable County. 1 person: \$64,450, 2 persons: \$73,650, 3 persons: \$82,850, 4 persons: \$92,050, 5 persons: \$99,450, 6 persons: \$106,800. Household assets must be no more than \$75,000.

Deadline to Apply: February 2 @ 5PM

Applications are available at:
Housing Assistance Corporation Offices,
Brewster Town Hall, & Brewster Ladies Library.

To request a mailed application:

Call: 508-771-5400 TTY on all lines or Email: lotteries@haconcapecod.org.



**Housing
Assistance**



9. Housing Coordinator Update

- December Housing Coordinator Report
- 11 Sean Circle Flyer

Housing Coordinator Update December 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14 & 15)
 - Responded to email, phone & in person requests for information and assistance, 68 total requests for housing information (43) or assistance (25). Open office hours Thursdays from 10-noon.
 - Email outreach & website postings for 212 Yankee Dr, also email to all staff about Jan. Housing session.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Housing Program Assistant position- employment offer accepted. New hire will begin in January.
 - Trust approved Housing Trust priority goals for FY24-25, provided letter of support for CPC Housing Coordinator application and worked on additional items throughout this report.
3. Spring Rock Village- comp permit for 45 affordable rental units off Millstone (SB H-4, HPP #12 & 16)
 - Discussion with Housing Assistance Corporation (HAC) & Preservation of Affordable Housing (POAH) about Spring Rock's increased project costs and proposed Project Change reducing number of buildings from 12 to 7. Project Change was presented to Trust and submitted to Zoning Board of Appeals. Housing Trust wrote a letter of support for project change and supported the changes as 'insubstantial'.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: Construction of 2 homes underway.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Community Development Block Grant (CDBG)- FY22/23 Housing Rehab contract executed with The Resource, Inc. Public Hearing for FY24 Regional CDBG application scheduled for January 22, 2024.
 - Brewster Rental Assistance Program (BRAP). Quarterly report: Five participants left program, 3 receiving ongoing subsidies. 8 households entered program, now at 15 household limit. BRAP payments made for \$19,320. An additional \$23,816 provided to Brewster residents with other funds. Met with HAC regarding BRAP. Received letter from HAC requesting an increase in number of households served by BRAP.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Pearl Construction work almost complete. Site visit with The Resource Inc. HAC began marketing began for sale. DPW did site clean-up. Guardian requested Barbie dolls, will schedule pick-up.
 - Serenity Apartments at Brewster (27 affordable units)- Elevation Financial will provide annual recertification compliance in early January 2024.
 - 11 Sean Circle- Waiting for final required work to be done prior to affordable resale.
 - Continue collaboratively addressing other affordable housing concerns and potential violations.
7. Collaboration and Education (HPP Strategies #7 & 15)
 - CPC Regional Grants: Communicated with numerous parties, including legal counsel, regarding Brewster CPC funds and the loan closing for Pennrose's Orleans affordable housing project. Participated in lenders pre-closing call for HAC 107 Main Street, Orleans, again representing the Town's CPC grant funds.
 - Participated in HOME Consortium, Regional Housing Peer Group & Making the Case Call.
 - Continued library discussion about housing Town book theme emphasis.

Upcoming Events & Announcements:

- 212 Yankee Drive affordable home for sale for \$237,900. Applications are due February 2nd. Zoom information Session on January 10th.
- Brewster Staff Housing Information Session scheduled for Friday January 19th at 11AM at Town Hall.

Personnel

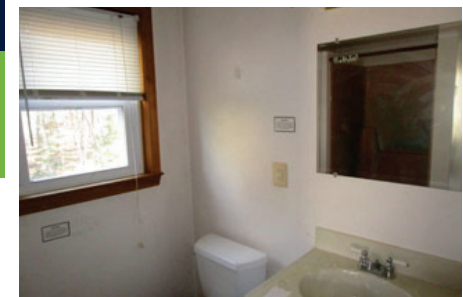
- Participated in Housing Trust & CPC meeting. Also worked with: Assessors, Building, Council on Aging, CPC, Finance, Fire, Health, Housing Partnership, Human Resources, Library, Planning, Police, Public Works, & Town Administration.

AVAILABLE NOW!

Applications are due by 2/5, 2024



11 SEAN CIRCLE
BREWSTER MA 02631

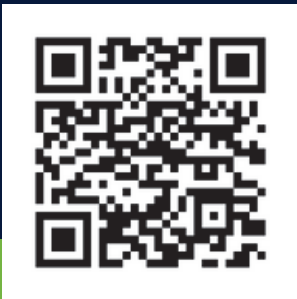


AFFORDABLE HOME FOR SALE
\$240,100

3 bedroom, 2 bath single family home

Apply on our website:
www.haconcapecod.org/lotteries

> Resale restriction. Income and asset guidelines apply.



For more information, visit our website or email lotteries@haconcapecod.org

Household Size	1	2	3	4	5
Maximum Income	\$64,450	\$73,650	\$82,850	\$92,050	\$99,450

Eligible applicants can obtain a loan for the purchase price of the property. Primary residence only. First time buyer with exceptions. The type of loan must comply with the Deed Restriction. Household income must be at or below 80% of the Area Median Income in Barnstable County. (See table above) Household assets must be no more than \$75,000.



11. Annual Town Report for BAHT

Report of the Brewster Municipal Affordable Housing Trust

The Brewster Affordable Housing Trust is comprised of representatives from the Select Board, Town Administration, the Community Preservation Committee, Brewster Housing Partnership, Planning Board and residents at large. The mission of the Housing Trust is as follows: The Brewster Affordable Housing Trust (“BAHT”) seeks to expand and preserve year-round rental and ownership homes that are affordable to moderate, low, and very low-income households. Our efforts will foster a welcoming environment for demographically and socio-economically diverse populations. The BAHT is committed to education, collaboration, and community engagement.

The Trust continued its commitment to supporting the development of the Millstone Road community housing, officially named Spring Rock Village in July of this year. Developers Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) went before the Zoning Board of Appeals with a Comprehensive Permit application public hearing beginning February 7 and received approval in June 13, 2023. The project’s units were submitted to the Executive Office of Housing and Livable Communities (EOHLC) for inclusion on the town’s Subsidized Housing Inventory (SHI). With the addition of these 45 affordable units by EOHLC, Brewster achieved Safe Harbor status, with its 2017 and 2022 Housing Production Plans certified, for the third time since 2018. Toward the end of the year, HAC and POAH presented a revised design that would reduce costs, after determining the project more financially feasible by creating fewer buildings but with the same number of units/bedrooms. The BAHT supported this minor revision to the project which POAH/HAC submitted to the Town Zoning Board of Appeals.

The Trust continued to hone its 5-year Financial Plan in 2023. Updating its priorities and guidelines to reflect its priority projects and initiatives, the plan lays out the Trust’s anticipated appropriations and revenues and distinguishes projects by funding sources.

Consistent with its goal of maintaining existing Subsidized Housing Inventory (SHI), the remediation, rehabilitation, and preservation of 212 Yankee Drive was a major project the Trust continued to support in 2023. The Trust provided oversight and approved funding for the renovation of this SHI unit for an affordable sale to a qualifying family. A lottery and application information session was scheduled by the year’s end, and the 3-bedroom unit was placed on the market for a lottery drawing expected in early 2024. The Trust also supported the resale of SHI units at 11 Sean Circle and 14 Yankee Drive, which was sold with Buy-Down Program funds. Support was also given by the Trust for the development and sale of 2 Habitat homes on Phoebe Way that underwent a lottery and began construction in 2023. These two homes have also been added to the town’s SHI.

Buy-Down Program – With the Community Preservation Coalition (CPC), the BAHT held discussions and ultimately voted on the design and regulations of the Buy-Down Program, and for the BAHT to oversee the program. Applications for the program will now go to the Trust. The Trust voted favorably to recommend CPC funding for 3 years of the program. The Trust

applied to the CPC and ultimately received approval for \$250,000 to continue this important program.

Continued oversight of the Brewster Rental Assistance Program (BRAP) in 2023 was another Trust priority. Applications for and participation in the BRAP increased since RAFT emergency pandemic assistance funding has ended. Through their continued oversight, the Trust approved modifications to the program and recommended an increase in program participants for the coming years. There are now 15 households in the BRAP, up from 5 participants in the previous year. The Trust continued to support the Town for the CDBG Regional Housing Rehabilitation and Childcare program with Brewster continuing as lead community.

Trust membership - In July 2023, the BAHT underwent membership reorganization. Planning Board member, Antone (Tony) Freitas, replaced Madalyn Hillis-Dineen as its designated member. Timothy Hackert remained Chair and Maggie Spade-Aguilar Vice-Chair, and Ned Chatelain was voted Clerk.

2023 also saw the Trust approve the creation, funding and hiring of a new Housing Program Assistant. Given the town's growth in the Housing Program, it has become necessary to have assistance to maintain its success as the Housing Coordinator responsibilities have grown.

The Trust continued its ongoing commitment to collaboration and education in 2023. The Trust engaged in planning discussions and community engagement with the Sea Camps Bay Parcel and Pond Parcel Planning Committees. With Tim Hackert elected as the new Pond Parcel member and Maggie Spade-Aguilar remaining as Bay Parcel liaison, the Trust remained engaged in the short-and long-range planning for these parcels where options for affordable housing continue to be considered. Each member provided reports on Committee activities during Trust meetings. Finance Committee liaison Robert Tobias continued to regularly attend Trust meetings and to provide much-valued input. Members participated in the Joint Meeting on Local Preference with the Selectboard, CPC, BHP and Finance Committee. This discussion ultimately led to the Selectboard voting to request Spring Rock Village's local preference be 55% local and 15% Regional, which the State EOHLC approved. Trust members took part in state and regional housing meetings including the Community Development Partnership's Lower Cape Housing Institute, trainings, and conversations about how towns are handling the increased housing challenges our communities face.

As is true for the county as a whole, the affordable housing crisis continues to ravage Brewster residents especially in the aftermath of the pandemic. Skyrocketing home purchase costs have caused many to be forced to rent, leaving an increasing number of people vying for the scarce, affordable rental housing as a consequence. The Trust has been cognizant of this crisis and responded accordingly throughout the year by adhering to its advocacy goal of supporting and developing affordable housing programs and services for residents. With this in mind, the Trust considered and discussed aspects of the Governor's Housing Bond bill and programs from other seasonal communities (such as Vail, CO), where efforts to house year-round workers have been proposed. Ongoing discussions such as these are useful for the Trust and Town to consider moving forward, given the scarcity of available affordable housing.

We are grateful to our Select Board, Town Administration, Town Departments, our town committees, and our residents for their support as we work on the critical affordable and community housing challenges that we collectively face together. A special thanks goes to Jill Scalise, Brewster Housing Coordinator, for her invaluable work providing information, training, and guidance to the Trust.

Respectfully submitted,

Chair Timothy Hackert, Citizen at Large
Paul Ruchinskas, CPC representative
Vanessa Greene, Housing Partnership representative
Tony Freitas, Planning Board representative
Donna Kalinick, Town Administration representative
Ned Chatelain, Select Board Representative
Maggie Spade-Aguilar, Citizen at Large
Jill Scalise, Housing Coordinator

12. FYI

- CCT 1.29.24 article on 212 Yankee Drive
- BCT article on land purchase

NEWS

'Happy place': How Brewster turned an abandoned house into a beautiful affordable home



Zane Razzag

Cape Cod Times



BREWSTER — Assistant Town Manager Donna Kalanick calls 212 Yankee Drive her "happy place."

Over the past several years, Brewster town officials quietly brought the once-abandoned house — near the bike path and adjacent to Stony Brook Elementary School and the Brewster Whitecaps field — back to life.

And now it's finally for sale.

"This whole time, we've been coming to the property and checking on it and the transformation," said Kalanick. "It's truly a joyous thing. When we can drive by and see a family, I can't wait for that day."

Purchasing and renovating houses needing repair to add to the town's affordable housing stock is model Brewster might be pioneering on Cape Cod, Kalanick said. Brewster had never done such a project before and she said she's unaware of other Cape towns trying the concept.



New model for preserving affordable housing

The three-bedroom, 1994-built house on just under half an acre will now remain among the 372 units on the town's subsidized housing inventory.

"It's really important to us to keep what we have on the subsidized housing inventory, not just build new but to also keep the stock that we have in good condition," said Kalanick.

If a similar situation presents itself in the future, Housing Coordinator Jill Scalise said the town will now have a road map to help lead the way.

Brewster's housing crisis

Just over 7% of Brewster's year-round housing is on that subsidized housing list.

Massachusetts' Chapter 40B law — a 54-year-old law meant to increase affordable housing in the state — requires that at least 10% of a community's housing be affordable.

The subsidized housing inventory is used to measure a community's housing stock that is affordable to households at or below 80% of the area's median income. For Barnstable County, a single person earning 80% of the area median income could earn as much as \$64,450 and a family of four up to \$92,050.

How Brewster came to own 212 Yankee Drive

The original homeowner lived in the house for over 20 years and worked near Brewster. Eventually, that person had to move, leaving the house vacant at some point before the summer of 2017, according to the town.

A town resident aware of the deteriorating property alerted the town, which contacted the homeowner and learned that the court had assigned a guardian and a conservator to handle finances.

Property taxes were not paid in 2018 or 2019 and the town recorded a tax-taking on June 27, 2019. A MassHealth lien was also attached to the property.

In 2019, the conservator permitted town officials to inspect the house. With housing staff, the building commissioner toured the property and noted significant work was needed to bring it to livable condition and for the property to be sold with a mortgage.

But the house appeared to be OK structurally.

The conservator could not afford to fix the property or pay the taxes owed. Brewster town officials began to examine whether they could buy the house to preserve it as affordable.

The house was appraised, and the scope of rehabilitation work was examined. Demolition, cleaning and renovation work was estimated at \$101,000 in September 2019.

The Affordable Housing Trust received a \$500,000 Community Preservation Act grant in 2019 to preserve the house or other houses on the subsidized housing inventory. However, the town needed ownership of the property to proceed.

After conversations with the state Executive Office of Housing and Livable Communities, the conservator and legal counsel, town officials found tax-taking of the property to be the fastest way forward.

Brewster became the owner in May 2022 and then transferred the house to the Affordable Housing Trust. MassHealth forgave the lien, stipulating that the home remain subject to the affordable deed rider in perpetuity.



Rebuilding the house

A pipe had burst in the second-floor bathroom, filling the basement with water and spreading mold throughout the house. The homeowner's court-appointed guardian removed all contents and had the house partially gutted to blunt the damage.

Once the town owned the house, the first step was mold and infestation remediation, including demolition, removing walls, insulation and flooring.

"We took the home down to the studs," said Scalise.

A box of old Barbie dolls was discovered in the attic and returned to the guardian.

"The Barbies are really reflective of someone's life. The person who lived here spent all that time collecting the Barbies and to me, that was a really personal

thing. It was important to us that that collection of someone's life was honored in some way," said Kalanick.

New boiler, walls, flooring, appliances and more

Mashpee's Pearl Company was contracted in August to complete the restoration and preservation of the home, finishing earlier this month. That work included a new boiler, new walls and flooring, fresh paint, new bathroom fixtures, granite counters, new kitchen cabinets and stainless steel appliances, as well as a new slider and storm door.

Repairs were also made to the septic system.

Scalise said different town departments joined forces to complete the project, pointing to how the Department of Public Works performed landscaping, cleaned the one-car garage, and power-washed the back deck.

Other companies that worked on the project include Green Environmental Inc. of Rockland, The Resource Inc. of South Yarmouth, and Housing Assistance Corporation.

How much did it cost?

The preservation, including payment of back taxes, insurance, legal and other fees, remediation, construction and work on the septic system, totaled approximately \$380,000, said Scalise.

A combination of funds from the Brewster Community Preservation Act, Affordable Housing Trust and proceeds from the sale will be used to cover the cost of the house. Community Preservation funds can only be used for preservation work, so other money was needed to cover other costs, such as insurance.

The cost to preserve the house is greater than the sale price but still less than the per-unit cost to build new.

That "keeps it in perspective on why it's worth doing something like this," said Kalanick.



How to apply for the house

The house is being sold for \$237,900 through an affordable lottery. The deadline to apply is 5 p.m. on Friday, Feb. 2.

The median year-to-date sale price for single-family houses in Brewster is \$784,539, up 1.2% over last year, according to data from the Cape Cod & Islands Association of Realtors.

Applications are available at the Brewster Town Hall, Brewster Ladies Library and the Housing Assistance Corporation offices. Applications can be

mailed or dropped off at 460 West Main St., Hyannis, or submitted through a Dropbox portal on haconcapecod.org/lotteries.

Eligible applicants can secure a loan for the property's purchase price and qualify as first-time homebuyers with a household income at or below 80% of the area median income of Barnstable County.

Scalise said the town chose to price the house so it would be affordable for a household making 70% of the area median income.

“We priced it a little lower to make sure that someone’s not cost-burdened,” she said.

After the application period, a lottery will be held to determine the homebuyer. Preference will be given to households that can fill up the three bedrooms.

Another three-bedroom affordable Brewster home at [11 Sean Circle](#) is available for \$240,100. Household income must be at or below 80% of the area median income. The deadline to apply for that house is Feb. 5.

Scalise said that the house went through foreclosure, and the state had a settlement agreement with the mortgage company to retain its affordability so it would not be lost in the process.

Visit haconcapecod.org for more information on how to apply for 11 Sean Circle.

Zane Razzaq writes about housing and real estate. Reach her at zrazzaq@capecodonline.com. Follow her on Twitter [@zanerazz](https://twitter.com/zanerazz).



Brewster Conservation Trust

www.brewsterconservationtrust.org

Our Mission: To preserve open space, natural resources, and the rural character of Brewster, and to promote a conservation ethic.

Fall 2023

**Celebrating 40 Years of
Land Preservation, Stewardship & Outreach
1983-2023**

A Special Part of Brewster...at a Special Price

The old bog is reverting to its natural state, shrubs and trees filling in what used to be productive cranberry habitat. It does not have a natural water source. It is not connected to a pond or to Cape Cod Bay. The bog is in a natural low spot and is considered a wetland, but the cranberry farm depended on three wells on the upland of the property. As BCT prepares to take ownership of the parcel, the future of the bog area is unclear.

Surrounding the bog lies a wooded area once filled with smoky campfires, canvas tents, and mosquito-bitten campers. Like the bog, the campground has long been dormant, but with trails already winding through the hardwood trees, it has clearly decided its future will be as a public hiking trail.

With 5.04 acres of wetland and 8.85 acres of dry upland, the property has been appraised at \$1.24 million. David Dalgarn, the present owner and son-in-law of Washington Chase, has agreed to sell the property for \$700,000. By protecting the land and the habitat he also honors the memory of his family and their long association with the property.

The community will benefit from the scenic view and walking trails and David will receive a charitable donation tax benefit for the difference between the appraised value and the sale price. The terms also allow David to live in the house on the property. When he leaves BCT will determine its best use.

BCT has contributed to the lasting beauty of Route 6A by protecting Windmill Meadows and ensuring the permanence of Quivett Marsh Vista. It has partnered with the Town to acquire the Sea Camps property, and now we have an opportunity to further enhance the scenic quality of Route 6A with this purchase. Please help with this effort to keep Brewster the Conservation Town by making a donation to protect this special part of Brewster.



View of Washington Chase bog from Route 6A



The 8.85-acre parcel sits between Rte. 6A and the Cape Cod Rail Trail

14.Minutes of 1.04.24 BAHT Meeting

Brewster Housing Trust

January 4, 2024, 5:00 pm Meeting

Housing Trust Members Present in Person: Tim Hackert, Donna Kalinick, Vanessa Greene, Tony Freitas, Ned Chatelain

Remote Presence: Maggie Spade-Aguilar

Absent: None

Arrived at 5:05 pm: Paul Ruchinskas

Others Present: Jill Scalise- Housing Coordinator, Robert Tobias- Finance Committee, Marissa Consolantis- Housing Program Assistant

- 1. Call to Order, Declaration of Quorum, Meeting Participation and Recording Statement:** Tim Hackert called the meeting to order at 5:02pm, read the required notice and declared a quorum.
- 2. Housing Program Assistant Introduction:** Jill Scalise introduced Marissa Consolantis as the new Housing Program Assistant and shared that she will be working with Marissa to complete orientation in the next few weeks and then move on to other projects.
- 3. Updated Five Year Trust Financial Plan:** Donna Kalinick shared that she worked along with Mimi Bernardo (Finance Director), Peter Lombardi (Town Manager), and Ned Chatelain (Select Board Chair and Member of the Trust) on updating the Five Year Financial Plan and wanted to note the changes. The Trust earned approximately \$30,000 in interest this year. In the years prior, it had not earned more than \$1,000 in interest. This resulted from more money to earn interest and a favorable interest rate. Due to market volatility, it was decided to carry \$15,000 of interest in years through '28. This will be monitored as things change. Prior to this, interest was not included on this financial plan at all, because it was so minimal. There were a couple of changes in the Projects portion, the Program Assistant numbers were adjusted to show actuals. The Buy Down Program had been estimated last year to ask the Community Preservation Committee (CPC) for \$300,000 but the Affordable Housing Trust Board voted to request \$250,000 which was approved at town meeting, so that number was changed. The other number change was the \$1,000,000 for Spring Rock was updated to \$1,500,000. Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) have indicated that they may need to ask for more than the \$500,000. For Community Development Block Grant (CDBG) FY25 is \$1,300,000, FY24 was \$1,700,000 because it was an 18-month grant vs a 12- month grant. This number will be updated on an annual basis because that program makes decisions each year and increases funding as available. The short-term revenue forecasts were updated based on updated information. The Trust ultimately received \$500,000 in FY24 short term rental revenue. Donna Kalinick clarified that the potential extra spending for Spring Rock Village is balanced by more revenue than originally forecasted from short- term rental tax. The proceeds from the Subsidized Housing Inventory are reduced from \$200,000 to \$100,000 now that the process is nearing completion and expenses are clearer.

- 4. Spring Rock Village update including Notice of Project Change-** Jill Scalise referenced the December presentation by Preservation of Affordable Housing (POAH) and HAC and letter of support from the Trust. POAH and HAC filed notice of project change with Zoning Board of Appeals (ZBA), and they are on the ZBA agenda for January 9th. POAH and HAC are requesting the ZBA see the proposed changes as insubstantial. The ZBA will decide if the changes are substantial or insubstantial. If deemed insubstantial, the comprehensive permit can be modified by those new plans and move forward. If deemed substantial, the permit will need to be reopened and looked at further. Jill Scalise noted that the development cost chart is available in the Housing Trust packet. It had been requested that the information be updated to also include the number of units and buildings for the different developments across Cape Cod – those numbers have been added. The financial numbers continuously change as final costs are determined at different stages of development. Jill Scalise also shared that Spring Rock Village has been invited by the state into the winter funding round which means they will be completing that application for February.

5. 212 Yankee Drive update, site visit schedule, and potential vote on funds

Donna Kalinick discussed the final change order for 212 Yankee Drive. On December 19th, there was a walkthrough with The Resource Inc (TRI). During that visit, it was discovered that the front exterior light pole did not have electricity hooked up to it. An agreement was reached for a discounted price from Pearl Construction to correct it while they were scheduled to be on site for other small repairs. There was also a dryer vent hole on the back of the building, and Pearl Construction installed a dryer vent enclosure to prevent rodents coming in. The final walkthrough is scheduled for next week. The only outstanding item is the slider, but everything is expected to be wrapped up by January 15th, which is the end of the contract. Legal charges will continue as we work through closing, and the updated deed restriction. Donna Kalinick also thanked Pearl Construction and DPW for their help preparing the house for inspection. Donna looked forward to the completed project. Jill Scalise echoed thanks for help from various departments and mentioned that the Electrical Inspector noticed the front light issue. Jill Scalise presented the flyer for 212 Yankee Drive and shared that the marketing has begun, and that HAC is now accepting applications. There will be an information session by Zoom on January 10 at 6pm. Jill Scalise plans to share the backstory of how the Trust and the Town have been involved in the preservation of this home. An internal open house for Trust members, Select Board, Housing Partnership Committee, Town staff, and various departments on the 18th from 2pm-5pm to tour the house and see the finished product.

6. Brewster Rental Assistance Program, quarterly update, and evaluation, including potential vote on program revisions

Jill Scalise referenced the quarterly report in the packet, highlighting household totals utilizing the Brewster Rental Assistance Program. The report notes that five households exited the program, three with other subsidies, one voluntarily left, and one exited because

the rent amount went above Fair Market Rent (FMR), making them ineligible. Four households have been renewed for another year. HAC also approved two households as of December 1st, which means the program reached the fifteen-household cap. Therefore, HAC has made a request to increase the number of households eligible to a maximum of twenty-three. Program participation has increased greatly over the past year which correlates to a decrease in available government assistance, greater community awareness of the program, and the leasing of units at Serenity Brewster. The cost of the program for the past quarter was \$19,320. HAC first checks to see if applicants qualify for any other funding before utilizing Brewster funds and during the past quarter, nine households in Brewster were assisted with help from other programs for a total of \$23,816. Overall, \$225,000 has been designated by CPA funding for rental assistance. Thus far, payments through January 1st, 2024, have been \$62,370 to HAC, leaving \$162,630 in CPA funds designated for rental assistance. At fifteen participating households, the maximum cost would be \$94,500 per year. At twenty participating households, \$126,000 per year. And for twenty-three participating households, the maximum cost would be \$144,900 per year. Jill Scalise noted that the five-year financial plan, it has been listed to apply for CPA funding for fiscal FY25. The next date to apply for CPA funds would be the Fall Town meeting of 2024, and the Trust would currently need a year funding in hand. The following chance to apply would be the Spring Town meeting, this would require that the Trust have a year and a half of funding in hand. Jill Scalise brought up a secondary issue to consider, whether further guidance is needed to consider applications from Serenity Brewster. Over 50% of households receiving rental assistance are at Serenity. According to Serenity's tenant selection plan, eligible tenants must have more than twice their rent in monthly income to qualify for tenancy. HAC has noticed several applicants at Serenity paying over 50% of their incomes to rent. Jill Scalise presented the Trust with several questions to consider with this information: Would the trust like to gather more information about Serenity Brewster's leasing procedures, provide additional guidance to HAC about how to manage the program, or does the Trust want to allow HAC to continue administering the program without these factors being an issue? The Trust members asked questions regarding the determination of eligibility for the rental assistance program and agreed that more information would be useful to look further into this situation. The Trust discussed potential changes to the guidelines of the Rental Assistance Program and decided they would like to hear from HAC to answer questions about program administration. Donna Kalinick shared that she is generally supportive of going from fifteen households maximum to twenty and stressed that the addition would require applying to CPC for July 1st to ensure continued funding. Jill Scalise offered to do a Brewster rental unit analysis for next month and summarized that it would be helpful to have a representative from HAC at the February meeting to answer questions about eligibility and distribution of rental assistance across affordable and market rate units.

7. Housing Coordinator Update including CDBG Public Hearing on January 22

Jill Scalise shared information about two upcoming talks to meet the increasing community need and requests for information. Jill Scalise will be presenting at the First Parish Brewster, and then on January 19th a presentation will be offered for Town staff, with thanks to Peter

Lombardi and the Town for allowing staff members to attend on a Friday. Marissa Consolantis will be attending both sessions.

8. Cape Cod Sea Camps Update

Donna Kalinick shared that the committees have not met over the holidays. Reed Hildebrand is compiling questions from residents that were submitted after the third forum and will be reporting to both committees January 9th and 10th. There will be a joint Select Board and Bay Planning meeting January 23rd to come to final decisions before the fourth forum on February 15th, which is to present plans that will be going to town meeting in May, and to answer questions that arose from forum number three. Key policy decisions are still left to be made surrounding the community center and housing.

9. Annual Town Report for Brewster Affordable Housing Trust (BAHT)

Tim Hackert asked for a volunteer to write the first draft of the annual town report which is due Feb 16, 2024. Maggie Spade-Aguilar volunteered, and Donna Kalinick offered to assist.

10. For Your Information

Tim Hackert briefly discussed the housing articles included in the packet highlighting resurgence of SROs (single room occupancy) in other areas.

11. Matters Not Reasonably Anticipated by the Chair

None

12. Approval of Minutes from

Ned Chatelain moved to approve the minutes of the December meeting with scribner's edits. Second Paul Ruchinskas. A roll call was taken, Paul Ruchinskas-yes, Donna Kalinick-yes, Vanessa Greene-yes, Tony Frietas-yes, Ned Chatelain-yes, Maggie Spade-Aguilar-yes, Tim Hackert-yes.

13. Next Scheduled Meeting: February 1, 2024

14. Adjournment

At 6:37PM Tony Frietas moved to adjourn the meeting. Second Ned Chatelain. A roll call was taken, Paul Ruchinskas-yes, Donna Kalinick-yes, Vanessa Greene-yes, Tony Frietas-yes, Ned Chatelain-yes, Maggie Spade-Aguilar-yes, Tim Hackert-yes. Unanimously approved. Meeting adjourned

Respectfully submitted,

Marissa Consolantis, Housing Program Assistant

Packet Materials: [01.04.2024 BAHT Meeting Packet Part 1 \(brewster-ma.gov\)](https://www.brewster-ma.gov/01.04.2024%20BAHT%20Meeting%20Packet%20Part%201)

[01.04.2024 BAHT Meeting Packet Part 2 \(brewster-ma.gov\)](https://www.brewster-ma.gov/01.04.2024%20BAHT%20Meeting%20Packet%20Part%202)