



Town of Brewster Affordable Housing Trust

2198 Main St., Brewster, MA 02631
(508) 896-3701

AFFORDABLE HOUSING TRUST MEETING AGENDA

2198 Main Street
Thursday, March 21, 2024 at 5PM

Affordable Housing Trust

Timothy Hackert
Chair

Maggie Spade-Aguilar
Vice Chair

Ned Chatelain
Clerk

Antone Freitas

Vanessa Greene

Donna Kalinick

Paul Ruchinskas

Housing Coordinator

Jill Scalise

Housing Program Assistant

Marissa Consolantis

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. 212 Yankee Drive update, discussion, and potential votes to authorize signing of Purchase and Sale Agreement & to authorize a signatory for documents related to the conveyance
7. Brewster Rental Assistance Program update, discussion, and possible vote
8. Spring Rock Village update
9. Housing Coordinator update
10. Cape Cod Sea Camps update
11. Approval of Minutes from February 1, 2024
12. Potential joint meeting with Community Preservation Committee May 15th or May 29th 2024
13. For Your Information
14. Joint Meeting with the Housing Partnership starting at 6PM
 - Housing Production Plan Updated Implementation Strategy Chart & Discussion
 - Books & Big Ideas: Housing
 - Planning for Housing 101 Information Session April 11th at 6PM at Brewster Ladies Library
 - Discussion about Good Landlord Law
 - Matters Not Reasonably Anticipated by the Chair
15. Next Scheduled Meeting: April 4, 2024
16. Adjournment

Date Posted:
3.14.2024

Date Revised:

Received by Town Clerk:

24 MAR 14 2:56 PM
BREWSTER TOWN CLERK
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YANKEE DRIVE UPDATE

- Purchase & Sale Agreement
- Memo: Motion for BAHT to approve the sale of 212 Yankee Drive

PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

- 1.1 DATE OF AGREEMENT: March _____, 2024.
- 1.2 PREMISES: The land with the improvements thereon located at 212 Yankee Drive, Brewster Massachusetts, and being the premises described in an instrument recorded with the Barnstable County Registry of Deeds in Book 35133, Page 342. See also Affidavit recorded in Book 35289, Page 291, evidence transfer of care, custody and control of Premises from Town of Brewster to the Brewster Affordable Housing Trust
- 1.3 SELLER: **Brewster Affordable Housing Trust**
- Address: Brewster Town Hall, 2198 Main Street, Brewster, MA 02631
- SELLER’S Attorney: Shirin Everett, Esq., KP Law, P.C., 101 Arch St., Boston, MA 02110
- Phone: (617) 556-0007
- Email: severett@k-plaw.com
- 1.4 BUYER: **Natan J. Cordeiro**
- Address: 3C Prence Lane, Orleans, MA 02653
- BUYER’S Attorney: William Crowell, Esq.
- Phone: 508-432-1643
- Email:
- 1.5.1 PURCHASE PRICE: The agreed purchase price for said Premises is Two Hundred Thirty-Seven Thousand Nine Hundred and 00/100 Dollars (\$237,900.00), of which:
- | | |
|----------------------|---|
| \$ 1,000.00 | have been paid as a deposit under this Agreement; and |
| <u>\$ 236,900.00</u> | are to be paid at the time of delivery of the deed by certified or bank check or by wire transfer |
| \$ 237,900.00 | TOTAL |
- 1.6 CLOSING DATE: April 23, 2024 at 11:00 a.m. Time is of the essence.
- PLACE: The Office of the Buyer’s Attorney office at 466 Main Street, Harwich Port, MA 02646 or a closing by mail, at SELLER’S option.

1.7 Title: Release Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to SELLER and used in connection therewith, if any.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, provided the same do not materially interfere with the use of the Premises for residential purposes; and
- (f) An affordable housing restriction on the Premises, in the form of a deed rider, requiring the Premises to be used for affordable housing in perpetuity, as set forth more particularly in Section 29.

5. Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions

hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. In no event, however, shall reasonable efforts require SELLER to expend more than \$500.00, including attorneys' fees in connection with such efforts, exclusive of monetary or other voluntary liens.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then the deposit shall be returned to BUYER and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. BUYER'S Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, in which case SELLER shall convey such title

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Insurance. Until the delivery of the deed, SELLER shall maintain insurance on the Premises as it presently has.

13. Adjustments. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed; SELLER agrees to provide funds to BUYER in an amount equal to the payment in lieu of taxes due at closing. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. Any sewer, water, and/or fuel charges shall be adjusted as of the date of closing.

14. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

15. Deposit. All deposits made hereunder shall be held in escrow by the Buyer's Attorney – William D. Crowell, Esq. - as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by SELLER and BUYER.

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

17. Representations and Warranties. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either SELLER or the Broker(s): NONE.

18. Mortgage Contingency Clause. BUYER'S performance hereunder is contingent upon receipt by BUYER of a firm written loan commitment from an institutional lender, upon commercially reasonable terms, in the amount of Two Hundred Thirty Thousand Seven Hundred Sixty-Three Dollars (\$230,763.00) (the "Financing"). BUYER shall use good faith, commercially reasonable and diligent efforts to obtain such Financing. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained April 16, 2024, BUYER and SELLER shall each have the right to terminate this Agreement by written notice to the other party prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used diligent efforts to obtain such commitment unless BUYER submits a complete mortgage loan application conforming to the foregoing provisions within ten (10) days from the date of this Agreement.

19. Contingencies. SELLER'S performance hereunder is, at SELLER'S option, expressly subject to the following conditions:

- (a) Compliance with the provisions of G.L. c. 30B;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
- (c) BUYER shall qualify as an eligible purchaser (that is, qualify as a household earning no more than eighty percent (80%) of the area median income for the metropolitan statistical area in which the Premises are located, and meet all income and asset limitations required by the Massachusetts Executive of Housing and Livable Communities Development ("HLC") under the Local Initiative Program ("LIP") through the closing, as determined by HLC; and
- (d) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the Premises by SELLER.

20. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other Premises;
- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements on the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or SELLER shall have an easement in a private way for pedestrian and vehicular access to a public way.

21. Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding; (d) a Disclosure of Beneficial Interest form, as required by GL c.7C, §38, and (e) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement. In no event shall SELLER be required to provide a survey affidavit.

22. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

23. Inspection; Hazardous Materials. BUYER acknowledges that BUYER has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. BUYER represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon BUYER'S investigation, BUYER is aware of the condition of the Premises and will accept the Premises "AS IS". BUYER acknowledges that SELLER has no responsibility for, and hereby releases and

holds harmless SELLER from any and all damages, loss, costs expenses (including any and all attorneys' fees, and expenses of SELLER), claims, suits, demands or judgments of any nature whatsoever, related to any hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste"). The provisions of this Section shall survive delivery of the deed.

24. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given upon the earlier of: (i) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or electronic mail transmission (provided such email notice is promptly followed by other acceptable means of sending notice), (iv) hand-delivery, when delivered, addressed to the party and the party's attorney at the addresses set forth in Section 1.

25. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Unless otherwise agreed, SELLER'S attorney may disburse the funds if no report has been received by 4:00 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded due to some problem beyond the recording attorney's control.

26. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

27. Casualty. Notwithstanding anything herein to the contrary, in the event that the Premises are substantially damaged by fire, vandalism or other casualty that is not the result of the negligence of BUYER, or its agents, employees, contractors and invitees, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole option, this Agreement may be terminated, whereupon all deposits made by BUYER under this Agreement shall be returned to BUYER.

28. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority

granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

29. Affordable Housing Restriction/Deed Rider. (a) BUYER acknowledges that the Premises shall be conveyed subject to a permanent affordable housing restriction, in the form of a deed rider, restricting the re-sale of the Premises to households earning no more than 80% of the area median income and at a price affordable to persons earning 70% of the area median income, all as set forth more particularly in the Deed Rider attached to this Agreement as Exhibit A and incorporated herein (the "Deed Rider"). The Deed Rider shall be in form and substance acceptance to SELLER and HLC under the LIP for inclusion of the Premises in the Town of Brewster's subsidized housing inventory. Said Deed Rider shall be recorded prior to the recording of any mortgages, liens or other encumbrances on the Premises.

(b) BUYER represents and warrants that BUYER'S income as of the date hereof is within the required level as required under the LIP. BUYER acknowledges that it is a condition to the Closing that (i) such representation and warranty continue to be true through the closing date, (ii) BUYER shall fulfill all other affordable housing criteria, and (iii) BUYER will execute any and all documentation and provide all information required by HLC or other subsidy sources.

(c) If the foregoing conditions are not fulfilled, SELLER reserves the right to terminate this Agreement, without liability, upon which event the SELLER shall return the deposit to BUYER, which shall be BUYER'S sole and exclusive remedy hereunder, and neither party shall have any further rights hereunder, at law or otherwise, except that those provisions stated to survive such termination shall so survive. In the event that the closing does not occur because of fraud or material misrepresentations made by BUYER as to BUYER'S income, assets, and/or other eligibility criteria used by HLC, SELLER shall retain the deposit.

30. Smoke and Carbon Monoxide Detectors. BUYER shall deliver to SELLER at the closing a certificate from the fire department that the Premises have been equipped with approved smoke detectors and carbon monoxide detectors.

31. Lead Paint Law. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

32. Default. In the event that SELLER fails to fulfill its obligations hereunder for any reason, BUYER shall be entitled to terminate this Agreement, and receive a refund of the deposit. The return of the deposit shall be BUYER'S sole and exclusive remedy at law and in equity for any breach of this Agreement by SELLER.

33. Assignment. BUYER shall not assign this Agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in SELLER'S sole and absolute discretion.

34. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any dispute or claim arising hereunder shall be brought in the courts of the Commonwealth of Massachusetts.

35. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER

36. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

37. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

38. Prior Agreements. All prior agreements of the parties are hereby superseded and shall have no further force and effect.

In Witness whereof, the parties hereto sign this Purchase and Sale Agreement under seal as of this _____ day of _____, 2024.

BUYER:

SELLER: Brewster Affordable Housing Trust,
By its Board of Trustees

Natan J. Cordeiro

Timothy Hackert, Chair

Vanessa Greene, Trustee

Anthone Freitas, Trustee

Donna Kalinick, Trustee

Paul Ruchinskaskas, Trustee

Ned Chatelain, Trustee

Maggie Spade-Aguilar, Trustee

908246/BREW/0001

EXHIBIT A

AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

made part of that certain deed (the "Deed") of certain property (the "Property") from the Brewster Municipal Affordable Housing Trust ("Grantor") to Natan J. Cordeiro (the "Owner") dated _____, 2024. The Property is located at 212 Yankee Drive in the Town of Brewster, Massachusetts (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 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 and recorded/filed with the _____ County 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"), [] the Massachusetts Executive Office of Housing and Livable Communities ("HLC") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under _____, 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 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, _____ (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 and the Municipality 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 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 HLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by HLC.

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 Barnstable County Metropolitan Statistical Area.

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 HLC for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

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 HLC) (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) 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 HLC 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 and HLC.

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 _____% [no more than two and one-half percent (2.5%)] 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 HLC, 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, 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, and (ii) 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, HLC, 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 Director of HLC.

(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 enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and HLC 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: Brewster Affordable Housing Trust
Brewster Town Hall
2198 Main Street
Brewster, MA 02631

Grantor:

Owner:

Monitoring Agent[s]

(1)

(2)

Others:

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, HLC, 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.

(e) 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 [X] 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 _____, 2024.

OWNER:

MUNICIPALITY: Brewster Municipal Affordable
Housing Trust

Natan J. Cordeiro

Timothy Hackert, Chair

Vanessa Greene, Trustee

Anthone Freitas, Trustee

Donna Kalinick, Trustee

Paul Ruchinskas, Trustee

Ned Chatelain, Trustee

Maggie Spade-Aguilar, Trustee

908246/BREW/0129

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she/they signed the foregoing instrument for its stated purpose as Trustee of the Brewster Municipal Affordable Housing Trust.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Natan J. Cordeira, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed the foregoing instrument voluntarily for its stated purpose.

Notary Public
My commission expires:



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:

Housing

MEMORANDUM

TO: Brewster Affordable Housing Trust (BAHT)
FROM: Jill Scalise, Housing Coordinator
RE: Motion for the BAHT to approve the sale of 212 Yankee Drive
DATE: March 20, 2024

In preparation for the sale of 212 Yankee Drive, including the signing of the Purchase and Sale Agreement, the following motion was provided by Town Counsel:

Moved, to convey the parcel of land with the improvements thereon located at 212 Yankee Drive to Natan J. Cordeiro, an income-eligible purchaser, subject to an affordable housing deed rider, and to execute, and to authorize Trustee Donna Kalinick to execute, on behalf of the Board of Trustees, any and all deeds, restrictions, settlement statements, certificates of compliance and any and all other documents, and to take any and all actions, as may be necessary and/or appropriate to accomplish the foregoing conveyance.

BREWSTER RENTAL ASSISTANCE PROGRAM (BRAP)

- BRAP Quarterly Report



Rental Assistance Monitoring Report Town of Brewster as of 3/5/24:

All applicants complete a universal application to be determined eligible for funding. These Funding Sources are RAFT, Town Workforce Housing Relief Funds, our general Workforce Housing Relief Fund, and private prevention dollars. Applicants are first checked to see eligibility for RAFT (state funds). If these funds can be utilized for the applicant household they are applied first. Households who can be serviced utilizing RAFT dollars are not brought into the Workforce Housing Relief Fund process.

For the reporting period we serviced 8 households from Brewster with a total of \$33,366. The majority were serviced through RAFT and Private Funds.

In addition, the total number of households that were serviced through the Brewster Relief Fund was 15 From 12/1/23-2/29/24.

Total Current Participants in Brewster Assistance Program as of 2/29/24: 15 Households*

*Please note two households have been enrolled for 3/1/24 bringing household total to 17.

Total Participants Exited from Program: 0

Exit Cause: N/A

Total Applicants considered for Brewster Town funds between 12/1/23-2/29/24: 6

Approved: 3

Denied: 3

Denial Cause: Contract Rents all exceeded 120% HUD Small Area FMR. *units all located at Serenity @ Brewster.



Affirmative Marketing for Reporting Period:

Media Mentions

- 2/21 Provincetown Independent – For Cape Cod’s Homeless Youth, Resources Are Few (mentions HAC’s new family shelter in Dennis and youth transitional housing in Hyannis)
- 2/16 Bourne Enterprise – United Way Awards Grants for Fuel Assistance (HAC among recipients)
- 2/11 CapeCod.com – Cape United Way Receives Grant, Announces Fuel Assistance (HAC among recipients)
- 2/8 Cape Cod Chronicle – Program Sets Sights On Youth, Young Adult Homelessness (article about county’s Hopeful Homes plan with brief mention of HAC)
- 2/7 CapeCod.com – Cape and Islands Homeless Programs Receive \$2.4M Boost (US HUD funding)
- 2/2 Falmouth Enterprise – Upper Cape Homeless Shelters To Be Converted To Year-Round Rentals
- 1/29 Cape Cod Times – 'Happy place': How Brewster turned an abandoned house into a beautiful affordable home (HAC participated in renovation and is running lottery) plus online photo gallery (before and after)
- 1/25 Cape Cod Times – South Dennis shelter plan to be evaluated by county agency for 'change of use' (One Love Lane)
- 1/11 Cape Cod Times – 'Incredibly significant.' Cape housing agency adds Dennis parcel, focuses on youth in plan (One Love Lane)
- 1/10 Cape Cod Chronicle – Pennrose Closes On Former Cape Cod 5 Building (mentions HAC’s plans to develop 14 affordable units at the site of the former Masonic Lodge at 107 Main St. in Orleans)
- 12/28 Cape Cod Chronicle – Town Hall Action column – mention of 212 Yankee Drive lottery
- 12/24 CapeCod.com – Housing Assistance Corporation And Brewster Announce Lottery For Affordable Home (212 Yankee Drive)
- 12/12 CapeCod.com – Memorial Service Honors Those Facing Homelessness



12/11 Cape Cod Times – Ed Augustus touts 'Affordable Homes Act' bond bill; sees migrants adding to Cape workforce. Renters and first-time homebuyers have little power, state housing head says (mentions HAC and Concord Group report - 48% of Barnstable County's workforce travels across the bridges)

Email Campaigns:

Date	Campaign Name	Sends	Open Rate	Clicks
Feb 6	Municipal Training Series	1,137	70%	78
Feb 13	February appeal – cold weather	7,723	45%	763
Feb 19	February HACbeat	15,119	47%	41
Feb 20	Wild Harbor lottery	2,564	59%	163
Jan 30	Lottery: Yankee Dr resend – apply by Feb 2	2,701	65%	156
Jan 27	Lottery: Sean Circle	2,262	65%	200
Jan 16	Bond Bill HAC	15,034	53%	122
Jan 16	Bond Bill HPCC	684	58%	8
Jan 11	Happy New Year and One Love Lane announcement	14,744	45%	352
Dec 27	Lottery: Yankee Dr. 2 info session	2,740	55%	121
Dec 21	2023 Holiday Message	14,832	44%	48
Dec 11	Fall town meeting wrap up	1,452	52%	19
Dec 5	Lottery: Yankee Drive, Brewster	2,696	61%	139

Social Media (Top posts, organic)

Facebook: 5,572 followers

Instagram: 1,580 followers

LinkedIn: 928 followers

Top posts (organic)

Results based on Facebook engagement past 30 days; most were cross-posted.



Date	Subject	Reach	Engagement
Feb 19	Two affordable condos – lottery@ Wild Harbor	40,297	281
Feb 25	Housing Assistance has built almost 600 units since its founding 50 years ago, and another 218 units are in the development pipeline.	1,232	45
Feb 29	50th Fridays: In January 2017, Housing Assistance welcomed new CEO Alisa Magnotta, who took over when founder and CEO Rick Presbrey retired.	1,202	68
Feb 9	50 th Fridays post - Housing Assistance turns 50 this year! As part of celebrating 50 years of service and our many amazing clients and staff, we'll take a look into the archives every Friday. Stay tuned for fun facts and photos coming your way!	1,119	27
Feb 26	Money Matters workshop	950	14
Jan 9	Yankee Drive lottery – virtual info session	5298	54
Jan 10	First Time Homebuyer class	1483	29

HOUSING COORDINATOR UPDATE

- JANUARY HOUSING OFFICE UPDATE
- FEBRUARY HOUSING OFFICE UPDATE

Housing Office Update January 2024

Jill Scalise, Housing Coordinator & Marissa Consolantis, Housing Program Assistant

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, 81 total requests for housing information (40) or assistance (41). Open office hours Thursdays from 10-noon.
 - Held Housing 101 Information Session for staff and had a Community Housing presentation at First Parish.
 - Outreach for the affordable home sales of 212 Yankee Dr & 11 Sean Circle.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Working on items throughout report, including funding of new Housing Program Assistant position.
3. Housing Program Assistant (HPP Strategy #19)
 - Started January 3rd at 19 hours a week. Initial orientation in January. Participated in items throughout the update, including presentations and Serenity compliance certification. Also completed BAHT minutes.
4. Spring Rock Village- comp permit for 45 affordable rental units off Millstone Rd (SB H-4, HPP #12 & 16)
 - Zoning Board of Appeals (ZBA) deemed the project change 'insubstantial'. Spring Rock Village accepted into MA Executive Office of Housing & Livable Communities (HLC) Winter funding round.
5. Comprehensive Permit Projects (HPP Strategy #16):
 - Habitat for Humanity, Phoebe Way: Construction of 2 homes continuing.
6. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Community Development Block Grant (CDBG)- FY21 program finishing. Brewster: 6 Housing Rehab & 18 childcare. FY22/23 in full swing. Select Board held Public Hearing for FY24 Regional CDBG application.
 - Brewster Rental Assistance Program (BRAP). Program full at 15 households. BAHT considering HAC's request to increase number of households served by BRAP. HAC will present at February Trust meeting.
7. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - 212 Yankee Drive- Construction work almost complete. Held internal open house for Brewster staff and committees. With Donna Kalinick, on site interview for article in Cape Cod Times. Participated in HAC's virtual information session, over 70 attendees. Worked with legal counsel on affordable sale requirements.
 - Serenity Apartments at Brewster (27 affordable units)- Site visit to complete recertification compliance audit. Select Board approved compliance which was then provided to HLC. Held resource information session at Serenity with COA outreach workers and Housing Assistance Corporation (HAC) representative.
 - 11 Sean Circle- Had site visit. Spoke with water, building and health about work. Communicated with HLC and HAC. Resale marketing began, coordinated application timeline & process with 212 Yankee Dr.
8. Zoning (HPP Strategies #2 & 3)
 - Tech Services for Mixed-use & Multi-family Zoning RFQ issued. Lead: Jon Idman with Donna Kalinick
9. Collaboration and Education (HPP Strategies #7 & 15)
 - CPC Regional Grants: Worked on process regarding regional grants, closings & requirements.
 - Participated in HOME Consortium & Making the Case Call. Attended Lower Cape Housing Institute session on ADU to Zoning Changes.
 - Continued planning process for the Library's Books & Big Ideas 2024 Housing emphasis.

Upcoming Events & Announcements:

- 212 Yankee Drive- affordable home sale for \$237,900, lottery February 20th.
- 11 Sean Circle- affordable home sale for \$240,100, lottery February 21st.

Personnel

- Participated in Housing Trust, Housing Partnership, Select Board & ZBA meetings. Also worked with: Assessors, Building, Council on Aging, CPC, Finance, Fire, Health, Housing Partnership, Human Resources, Library, Planning, Police, Public Works, Town Administration & Water. Completed State Ethics training. Attended trainings on conflict conversations and CDBG best practices.

Housing Office Update February 2024

Jill Scalise, Housing Coordinator & Marissa Consolantis, Housing Program Assistant

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, 58 total requests for housing information (41) or assistance (17). Open office hours Thursdays from 10-noon.
 - Participated in Sea Camps Forum #4 presentation of housing information.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Working on items throughout report, submitted annual report for 2023 Town Report.
3. Housing Program Assistant (HPP Strategy #19)
 - Continued orientation including trainings and site visits to Brewster affordable housing, assisted residents, and completed SHI homeowner mailing and drafted February BAHT minutes.
4. Comprehensive Permit Projects (HPP Strategy #16):
 - Spring Rock Village- 45 affordable rental units off Millstone Rd (SB H-4, HPP #12 & 16) Application submitted: Executive Office of Housing & Livable Communities (HLC) Winter funding round.
 - Habitat for Humanity, Phoebe Way: Construction of 2 homes continuing.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategies #20, 21 & 22)
 - Community Development Block Grant (CDBG)- FY21 program finishing. FY22/23 in full swing, 11 Housing Rehab applications & 18 childcare subsidies. FY24 Regional CDBG application in process.
 - Brewster Rental Assistance Program (BRAP). HAC presented at BAHT meeting, program at capacity. BAHT increased, at HAC's request, limit of households served by BRAP from 15 to 20.
6. Subsidized Housing Inventory (SHI) (HPP Strategies #21 & 22)
 - Annual monitoring letters sent to all SHI homeowners, letters included available resources such as CDBG housing rehabilitation and Cape & Vineyard Electrification Offering (CVEO) information .
 - 212 Yankee Drive- Construction work complete. Attended virtual lottery held February 20th, 31 applications, 24 eligible households. Worked with Town Counsel. Select Board approved the sale of the property and deeded property to BAHT. BAHT approved allocating funds from the proceeds of sale for the required Payment in Lieu of Taxes (PILOT).
 - Serenity Apartments at Brewster (27 affordable units)- Worked with Serenity management and residents on issues related to rent increases and Section 8 vouchers.
 - 11 Sean Circle- Attended virtual affordable lottery held on February 21st, 27 applicants, 20 eligible households. Sale process moving forward.
7. Zoning (HPP Strategies #2 & 3)
 - Tech Services for Mixed-use & Multi-family Zoning quotes due 3/1. Lead: Jon Idman with Donna Kalinick
8. Collaboration and Education (HPP Strategies #7 & 15)
 - Housing Partnership submitted annual report & worked on goals, including housing education.
 - Continued planning process for the Library's Books & Big Ideas 2024 Housing emphasis.
 - Invited to participate in Brewster Conservation Day July 13th and COA May Wellness Fair.
 - Participated in HOME Consortium, Shared Housing Resource Services Roundtable & Making the Case Call. Attended Lower Cape Housing Institute session on Local Preference and HAC's 40Y Training.

Upcoming Events & Announcements:

- New Housing Office email address created by Kathy Lambert: housingoffice@brewster-ma.gov
- Books & Big Ideas: Housing 101 Information Session April 11th at 6PM Brewster Ladies Library

Personnel

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

11

APPROVAL OF MINUTES

Brewster Affordable Housing Trust

February 1, 2024, 5:00pm

Housing Trust Members Present in Person: Paul Ruchinskas, Donna Kalinick, Vanessa Greene, Tony Freitas, Chair Tim Hackert

Arrived late: Ned Chatelain joined at 5:06pm

Remote Presence: None

Absent: Maggie Spade-Aguilar

Others Present: Jill Scalise- Housing Coordinator, Heidi Archibald (remotely)- Housing Assistance Corporation (HAC)

1. Call to Order, Declaration of Quorum, Meeting Participation and Recording Statement:

Chair Tim Hackert called the meeting to order at 5:02pm, read the required notice and declared a quorum.

2. Citizen's Forum:

None

3. Brewster Rental Assistance Program discussion and potential vote on program revisions. Heidi Archibald, Housing Assistance Corporation (HAC):

Jill Scalise introduced Heidi Archibald from HAC who oversees the Brewster Rental Assistance Program (BRAP). This discussion is a result of HAC's previous request to increase the limit of households the BRAP is available to, which was brought to the last Brewster Affordable Housing Trust (BAHT) meeting and lead to questions from BAHT. Heidi Archibald thanked BAHT for the continued support of the BRAP, which is already seeing positive, long-term results. At least 34 households have been helped in some capacity since the program began through access to other assistance, case-management, connection to other social services, and some have received Section 8 vouchers. The program is currently at capacity and is turning away applicants without the ability to maintain a waitlist. HAC has requested an increased limit to the program to serve a greater population. Heidi Archibald spoke to the questions that arose from the last BAHT meeting by discussing current eligibility protocol which, for income, is supported by third-party documentation. Under current program guidelines, assets are not used in determining eligibility, and applicants with guarantors are disqualified from the BRAP, although there is no formal policy in place. When asked how other assistance programs calculate assets, Heidi Archibald compared the BRAP to RAFT which does not have asset questions and does not apply assets to eligibility. Jill Scalise added the following figures to follow-up on questions from last month's meeting: Serenity Brewster comprises 17% of all year-round rental units in Brewster, and 22% of Brewster's rental units without a known project-based subsidy attached. The BRAP currently subsidizes 10 participants at Serenity. Donna Kalinick voiced support for increasing the maximum

number of households for the BRAP to 20, raised concern with applying asset regulations, and asserted support for not changing or formalizing the policy on guarantors, seeing as it has not been an issue. There is an understanding that HAC will follow best practices and communicate with the Housing Coordinator when unique situations arise that require deliberation. Jill Scalise spoke to the recertification process for the BRAP which is performed yearly. Donna Kalinick moved to increase the BRAP to 20 possible participants and Ned Chatelain seconded. The vote was taken with a unanimous yes. Ned Chatelain put forth a motion to not consider assets when determining eligibility for the BRAP. The motion received a second from Donna Kalinick followed by a unanimous vote. The final issue before BAHT was that of potentially formalizing a policy regarding ineligibility for applicants with guarantors to the BRAP, and Ned Chatelain moved to formalize the policy receiving a second from Paul Ruchinskas and a unanimous yes by the Trust members. Jill Scalise put forth thanks not only to the Council on Aging, but also to HAC and Heidi Archibald for her attendance at the Serenity Info Session and for the generous help with resources for the event.

4. Spring Rock Village update:

In January, the Zoning Board of Appeals (ZBA) found the notice of project change insubstantial, allowing plans to move forward. Secondly, POAH and HAC have been invited by EOHLC into a winter funding round. Jill Scalise explained the Housing Cost Comparison in the packet which was completed by Irene Hamman for the Home Consortium highlights the increase in construction costs for 2 recent affordable developments that the Home Consortium has funded. Donna Kalinick shared that HAC and POAH's applications for Community Preservation Committee (CPC) funding in Eastham and Chatham were both approved for \$100,000, provided both pass at Town Meetings. Jill Scalise added that Orleans Housing Trust is in the process of compiling a chart, which will be shared when completed, of funds provided for regional CPC projects by different lower Cape towns; there will also be an opportunity for CPCs from more towns to respond to funding requests.

5. 212 Yankee Drive update, discussion, and potential votes on Payment in Lieu of Taxes (PILOT) and sale of property:

Donna Kalinick shared appreciation to the Cape Cod Times and Zane Razzaq for the article about Yankee Drive and thanked Pearl Construction for their commitment to completing an esthetic repair to the house. There was a change order issued for the repair, but there was no cost incurred. Donna Kalinick also discussed the Homeowners Association (HOA) fees for 212 Yankee Drive which currently total \$625 for the time they have not been paid and would be paid from the sale proceeds. A legal bill was also added to the total cost, and those fees will continue to be updated. An estimated \$2,200 will be due for the Payment in Lieu of Taxes (PILOT), but that amount is not finalized until closing. Donna Kalinick and Jill Scalise thanked Deputy Assessor Jim Gallagher for his research and clarifying the PILOT is the result of Massachusetts law requiring a payment in the amount of the taxes that would be paid for the current year and the next FY. Shirin Everett, legal counsel, was contacted to give an opinion about

how to handle this. BAHT could pay the PILOT out of the proceeds from the sale of the house but is not required. Jill Scalise also explained that because the home is owned by the Town there cannot be taxes on it- the assessment is made in January the year before the FY. The PILOT needs to be paid at closing. Typically taxes are taken every month, but in this case, for the first year there won't be taxes paid until FY26. Jill Scalise also advised of another option, shared by legal counsel, which includes a secondary mortgage for the PILOT taken out by the homebuyer at the time of the sale which would pay the PILOT back to the BAHT over time. Donna Kalinick added that the legal cost to the Town to use that option would outweigh the cost of the PILOT and voiced that she is in favor of paying the PILOT instead of burdening the homebuyer with the extra up-front cost. Donna Kalinick clarified that there are back taxes on the house which will be paid from the sale and that the issue with the PILOT arises at point of sale and has to do with the timing of the sale in the assessing year. Jill Scalise clarified that the Pilot is from the date of sale through the end of FY25. BAHT members discussed all options for the PILOT and that ultimately the BAHT would receive about \$2,200 less from the sale of the home than they expected if they agreed to pay the PILOT. Donna Kalinick moved that the PILOT be paid from the proceeds of the home, second by Tony Freitas. A vote was taken and unanimously approved. Donna Kalinick next discussed the issue of the BAHT bylaw that says BAHT cannot sell or buy property valued over \$50,000. Legal Counsel has advised that the Select Board will need to be asked to authorize BAHT to sign documents and proceed with the sale. Donna Kalinick read the following motion: "I move pursuant to the provisions of Section 18-15C of Chapter 18 of the Town's general bylaws to request the Brewster Select Board to authorize BAHT to convey and sell the property located at 212 Yankee Drive having a value in excess of \$50,000 to income-eligible household subject to an affordable housing deed restriction." Ned Chatelain-second. Paul Ruchinskas asked if this will specify who from BAHT will sign on behalf of BAHT and Donna Kalinick clarified that there will be another vote on that matter at a later date and after the Select Board takes their vote. The Purchase and Sale agreement will need to be signed by a majority of BAHT. All voted in favor, the motion was unanimously approved.

6. Housing Coordinator update:

Along with ongoing orientation of the new Housing Program Assistant, Jill Scalise and Marissa Consolantis completed Serenity's Compliance Certification and the Select Board certified that compliance which was then sent to Executive Office of Housing and Livable Communities (EOHLC). The Select Board held a public hearing on January 22nd for the FY24 application to continue the regional Community Development Block Grant (CDBG). As FY21 is closing out, the CDBG program is being well-used with 13 children currently in childcare and 12 current housing rehabilitation applications in progress. Jill Scalise updated the BAHT on the Housing Office's January community engagements which included an info session at First Parish Church, a Housing 101 for Town staff, and a Resource Fair at Serenity Brewster with the Council on Aging (COA) and HAC also presenting. Jill Scalise updated BAHT on the draft Regional Housing Strategy being completed by the Cape Cod Commission for which Brewster provided feedback. The

final draft is expected next month, and a link will be sent once it is ready. On February 13 at 10am, there will be a Local Preference session held by Lower Cape Housing Institute.

7. Cape Cod Sea Camps update:

Chair Tim Hackert shared the outcome of a joint meeting by the Bay Committee, Pond Committee, and Select Board which is a recommendation that housing on the pond property be part of the proposal going to the next Public Forum. Ned Chatelain shared that the Bay Committee approved future municipal uses on part of their parcel, that potentially includes housing, and that the final Public Forum will be on February 15th. Donna Kalinick shared that the fourth Public Forum will be held virtually and will include a presentation of the final plans going to Town Meeting as well as information related to questions from the third Public Forum followed by a Q&A session. The other result of the vote from the joint meeting is the decision to move forward with a community center. Donna Kalinick discussed that the length of proposed phasing scenarios could extend longer than 10 years and how this is a significant factor in decisions made regarding potential housing, and there are selected buildings that have been identified for reuse as potential housing which would not be deed restricted and would not be on the Subsidized Housing Inventory (SHI). BAHT discussed logistical barriers to adding housing to the Bay Property including seasonality of the property's current use, along with infrastructure needed for other aspects of the property, and other current projects underway prohibiting the beginning of another full-scale housing project. Donna Kalinick also noted that the final vote for the Pond Property included a wastewater treatment plant for not just for potential new housing but also for surrounding existing housing.

8. Annual Town Report for Brewster Affordable Housing Trust (BAHT) and possible vote:

Chair Tim Hackert thanked Maggie Spade-Aguillar for preparing the Annual Town Report and noted that he provided technical edits. Paul Ruchinskas noted some corrections to add to the report and asked for additional figures to be added regarding Brewster residents' utilization of the CDBG. Ned Chatelain moved to approve the Annual Report with a second by Vanessa Greene. All voted in favor. Unanimously approved. Edits given to Jill Scalise to finalize.

9. For Your Information:

Chair Tim Hackert shared that the Brewster Conservation Trust (BCT) is purchasing an 8.5-acre parcel of land and the closing should be in June. There is potential for housing discussions at a later date in regard to the purchase. Donna Kalinick shared that the Annual Town Meeting is scheduled for May 11 at 1pm, and that the Select Board voted to bring to Town Meeting a Town-offered preschool stipend program that would be available to any Brewster resident regardless of income to be implemented this Fall school year if it passes at Town Meeting.

10. Matters Not Reasonably Anticipated by the Chair:

Vanessa Greene brought back up eligibility regarding the BRAP and asked for it to be added to the next agenda.

11. Approval of Minutes from January 4, 2024:

Chair Tim Hackert thanked Marissa Consolantis for submitting the minutes and added scrivener's comments. Paul Ruchinskas moved to approve with comments, second by Vanessa. All voted in favor. Unanimously approved.

12. Next Scheduled Meeting: March 7, 2024

13. Adjournment:

Ned Chatelain moved to adjourn, second by Tony Freitas. All voted in favor. Adjourned at 6:39pm.

Respectfully Submitted,
Marissa Consolantis- Housing Program Assistant

[02.01.2024 BAHT Meeting Packet.pdf](#)

13

FOR YOUR INFORMATION

- HAC Housing Advocacy Session
- Habitat for Humanity Home Applications for Dennis & Wellfleet
- Provincetown Independent article March 13th : “Truro and Eastham May Limit Short-Term Rentals”

[View as Webpage](#)



[Join the Coalition](#)

Join us on March 26!
A Discussion on Advocacy and Why It
Matters To Our Local Economy



A discussion on
ADVOCACY
WHY IT MATTERS

March
26
4:30 PM



Please enjoy some time with **Amanda Converse**, co-founder of **Love Live Local**, and her thoughts on advocacy. Why does it matter? How has it changed her life and journey? Why should you get involved?

[Register for the 3/26 event](#)

[About Amanda](#)

All seminars are held via Zoom and recorded so that you can access them at any time [on our website](#). Seminars are an hour in length and include Q&A.



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HABITAT FOR HUMANITY OF CAPE COD



APPLICATIONS AVAILABLE

8 Affordable Homes to be Built, for Purchase

Dennis: Jack Delaney Lane (at 401 Setucket Rd.) Four 3-bedroom
Wellfleet: 2254 Old Kings Hwy. Two 2-Bedroom and two 3-bedroom

	60%AMI	80%AMI
Dennis House price, 3-bedroom	\$173,200	\$247,000
Estimated monthly payment:	\$1,101/month	\$1,502/month
Wellfleet House price, 2-bedroom	\$154,750	\$219,350
Estimated monthly payment:	\$1,063/month	\$1,426/month
Wellfleet House price, 3-bedroom	\$173,200	\$247,000
Estimated monthly payment:	\$1,166/month	\$1,582/month

Persons considering applying are strongly encouraged to attend one Applicant Information Workshop:

Virtual Workshops, using ZOOM on your computer or phone. To receive the link for a specific date: send an email request to applications@habitatcapecod.org Keep the application available, to look at during the workshop.

Thursday 3/21, Noon-2pm \ Tuesday 4/2, 6pm-8pm \ Wednesday 4/17, 6pm-8pm \ Friday 4/26, 10am-Noon

In-person Workshops at Dennis Library, 5 Hall St. Dennis Port Sat. 3/23, 10:30am-12:30 \ Wed. 3/27, 5:30- 7:30pm

In-person Workshops at Wellfleet Library, 55 W. Main St. Wellfleet Wed. 4/9, 5:30-7:30pm \ Sat.5/4, 10:30am-12:30

Any questions: email applications@habitatcapecod.org or call 508-362-3559 ext.21

Applications may be obtained:

- ~ Download the fillable application and/or print it from the Habitat web site www.habitatcapecod.org
- ~ Pick up at the Habitat Office: 411 Main St., Yarmouth Port MA, or at the Dennis or Wellfleet Library
- ~ Call to have a paper application mailed to you: 508-362-3559 (Habitat office)

APPLICATION DEADLINE: MONDAY, May 13, 2024 LOTTERY DATE: SUMMER 2024

Income Guidelines:

Maximum income eligibility is household income at or below 60% of Area Median Income by household size for 2 homes at each location and 80% for 2 homes at each location.

60% and 80% of Area Median Income by Household Size Effective May 2023 (Adjusted annually by HUD/FHLBB)

Household Size	60%	80%	Household Size	60%	80%
1	\$48,360	\$64,450	5	\$74,640	\$99,450
2	\$55,260	\$73,650	6	\$80,160	\$106,800
3	\$62,160	\$82,850	7	\$85,680	\$114,150
4	\$69,060	\$92,050			

This is the maximum gross income your household may earn and be eligible for consideration for a Habitat home on Cape Cod.

You may qualify for Habitat home ownership, if you are:

- in critical need of year round affordable housing, *and*
- willing to complete the required "sweat equity" on your home and other Habitat projects (500 hours for a two adult household – 250 hours for a one adult household), *and*
- able to make housing payments of approximately **\$1,063 - \$1,582** per month, *and*
- unable to qualify for conventional mortgage financing of a market rate house, *and*
- first time home buyer (some exceptions apply; described in application packet), *and*
- U.S. Citizen or Permanent Resident

Habitat for Humanity of Cape Cod does not discriminate in the selection of applicants. Habitat for Humanity of Cape Cod is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.



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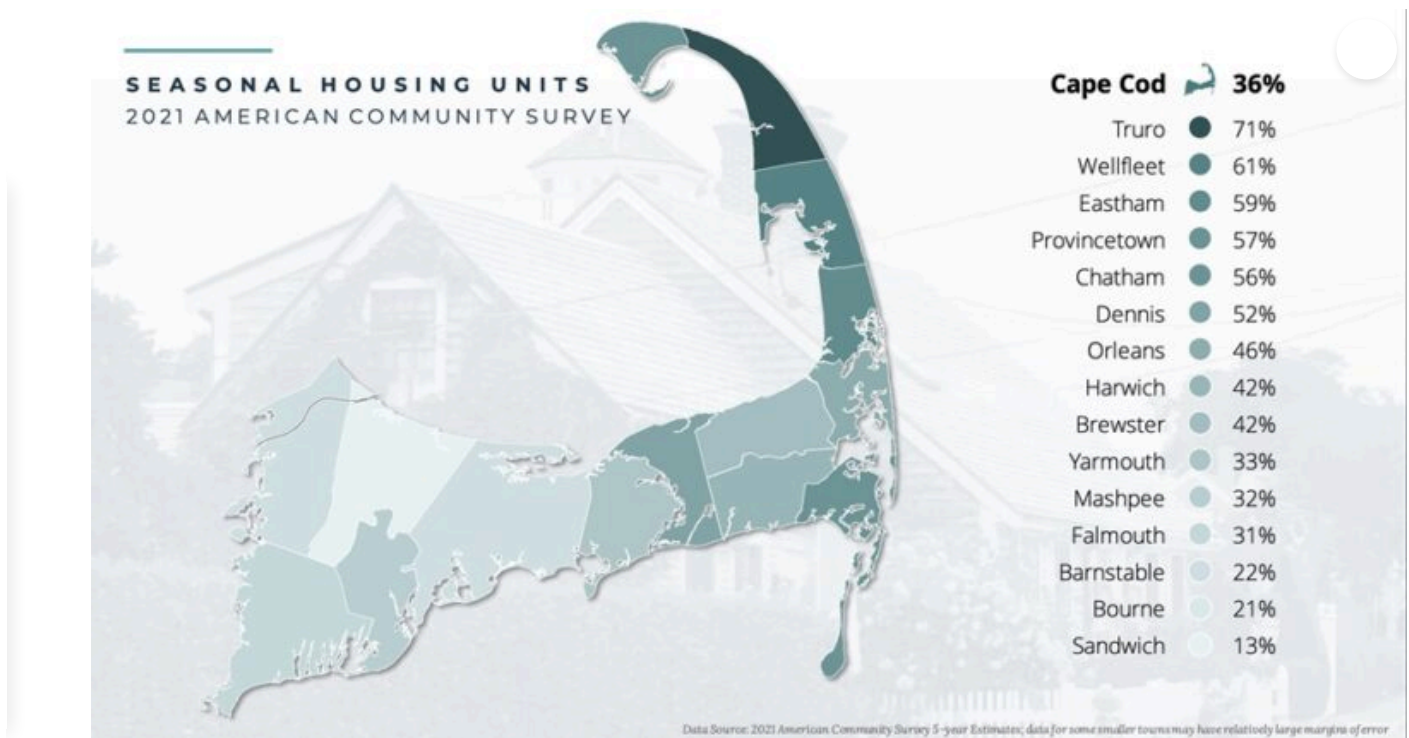
HOUSING

Truro and Eastham May Limit Short-Term Rentals

'Fractional ownership' arrangements could also be banned by voters

BY SOPHIE MANN-SHAFIR AND OLIVIA OLDHAM · MAR 13, 2024

Truro and Eastham are each considering town meeting articles that would limit how many short-term rental properties one person or corporation could legally own and that would ban “fractional ownership” of residential property outright.



The measures follow in the footsteps of bylaws that Provincetown [adopted](#) last October. Tisbury, on Martha's Vineyard, adopted a fractional ownership ban last April.

At a public forum on March 4, Truro officials gave an overview of that town's articles and answered questions.

The [first article](#), which does not yet have a number because it has not been inserted in Truro's town meeting warrant, would prohibit corporations from holding short-term rental certificates and would allow LLCs, S corporations, and trusts to hold them only if they disclose all of their human owners at town hall.

A second draft article would limit the number of short-term rental certificates any one owner could have to two. Current owners of three short-term rentals would be "grandfathered in" and allowed to continue operating, but owners of four or more would be allowed only to continue with three.

A third draft bylaw would prohibit fractional ownership arrangements of residential property in which the ownership shares are sold to strangers on the open market, as facilitated by companies such as [Pacaso](#) and Lifestyle Asset Group.

Short-term rentals are defined (and taxed) under state law as offering stays of fewer than 30 days.

The Lexvest Group, which is based in Maynard, currently offers three single-family homes and three cottages on Shore Road as short-term rentals on the website VRBO.

The company also owns the Prince of Whales cottage colony, which has 17 units, and the Truro Beach Cottages, which has 11. Those rentals are booked through their own websites.

Truro had 459 registered short-term rentals last season, Town Manager Darrin Tangeman told the *Independent*. The municipal services company Avenu, which offers software that can "scrape" a variety of short-term rental listing sites to find unregistered listings, told Tangeman there were another 27 properties that were not registered with the town.

The draft articles say that their "purpose and intent" is to "protect the time-honored tradition of home rentals in Truro" while also limiting "the conversion of residential units to short-term rentals," which it says has had a "deleterious effect" on the year-round rental stock.

According to Truro's draft [Housing Needs Assessment and Production Plan](#), only 15 percent of the town's occupied housing stock are rental units, which makes the town a "rental desert."
48

of the units are occupied by renters, according to the Cape Cod Commission. Twenty-five percent of Truro's housing units are occupied by their owners, and the remaining 70 percent are either used seasonally or are entirely vacant.

The percentage of Truro's housing that is fully occupied is lower than in any other town on Cape Cod, [according to the commission](#), and the median sale price for a single-family home is \$1.4 million, among the highest on the Cape.

The affordable housing development at Sally's Way has 16 year-round rentals — and more than 200 families on a waiting list.

Select board chair Kristen Reed said that the number of registered short-term rentals one owner could hold has not been finalized. "The number two could change if that was the will of the people," Reed said at the March 4 forum. "It could be three. It could be more."

Forum attendees had questions about the fractional ownership article and how it might affect longtime friends who own property together. Lee Swislow referred to "chosen family" to describe those relationships and said the bylaw's language about "unrelated persons" might exclude people.

Tollie Miller made a similar point. "For about 25 years, I've owned a house in Truro with three of my closest friends, two of whom are married to each other," Miller said. "I don't want to discover that because we've done this for all these years together — because we could never afford to have a place to share otherwise — that it's going to get us into trouble."

Anne Greenbaum, vice chair of the planning board, was moderating the forum; she said that the issue deserved attention. "First of all, you all would be 'grandparented in,' but second of all, we need to figure out how to integrate that issue of chosen family," Greenbaum said.

A 'Proactive' Ban

Eastham's Task Force on Zoning and Regulation recommended both a ban on fractional ownership and a per-owner cap on short-term rentals to the select board. Though the town reports that it currently has no homes under fractional ownership, task force chair Mary Nee said the ban is "a proactive response" to the possibility of single-family homes being bought up in investment schemes.

"This is the first year we've looked at fractional ownership as a task force," said Nee. The select board had asked the task force to examine the subject after Provincetown and Tisbury passed their bans last year.

Provincetown's assistant town manager Dan Favaro and community development director Tim Famulare discussed Provincetown's new bylaws with the task force on Dec. 5.

Nee said that Eastham is especially vulnerable to investors buying up the housing stock because property values are lower than those in nearby towns. Eastham's median single-family home price was \$779,500 in 2023, according to the Cape Cod and Islands Association of Realtors, whereas Wellfleet's was \$965,000, and the median in Orleans was \$1,222,500.

"In terms of investment opportunities, we as a community are very attractive," Nee said.

Select board member Gerry Cerasale raised concerns that groups of friends would not be able to share homes or that the ban would complicate divorce proceedings. Nee assured him that the ban would apply only to corporate entities.

Eastham's proposed short-term rental bylaw would require corporations to name their human owners, as in Truro's proposal and Provincetown's bylaw, and would cap the number of short-term rentals any one person could own or operate at two.

The current draft of the bylaw does not include a "grandfather" clause for people who own more than two, however. Instead, a person who currently owns or operates three short-term rentals would need to choose two that would continue to operate.

The proposed bylaws will be discussed at a public hearing of the planning board on March 20, after which the select board will make an "ultimate determination" on the final draft of the article before the warrant is finalized in early April.

Town Manager Jacqui Beebe will then hold a public meeting on all of the warrant articles ahead of town meeting on May 6.

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TAGGED WITH: EASTHAM, SHORT-TERM RENTALS, TOWN MEETING, TRURO
FILED UNDER: EASTHAM, ECONOMY, FEATURED, HOUSING, NEWS, TOWNS, TRURO



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14

JOINT MEETING WITH HOUSING PARTNERSHIP & HOUSING TRUST

- HOUSING PRODUCTION PLAN IMPLEMENTATION STRATEGIES
- LOCAL COMPREHENSIVE PLAN HOUSING BUILDING BLOCK
 - o GOALS, PURPOSES & ACTIONS
- HOUSING TRUST FY24-25 PRIORITIES
- BOOKS AND BIG IDEAS HOUSING FLYER
- BOOKS AND BIG IDEAS HOUSING 101 SESSION FLYER
- GOOD LANDLORD LAW



HOUSING PRODUCTION PLAN (HPP) IMPLEMENTATION TABLE FEBRUARY 2024

The table below outlines the responsible parties for each strategy, as well as possible time frames and progress on strategies. The column on the right provides notes and accomplishments regarding the Town's work on the strategies one year into the 5-year plan.

Housing Production Plan Implementation Table as of February 2024 (Updated from Table 24 in the 2022 HPP) Note: SB FY24-25 Strategic Plan (H-2)

Implementation Strategies		CONFIRM Responsible Entities		CONFIRM Time Frame	NOTES	✓
		Lead	Support			
Regulatory Reform						
#1	Reevaluate the existing ADU and ACDU bylaws and other references to accessory apartments; explore amendments to streamline these provisions and improve their efficacy.	Planning Building	BHP HC SB	Partial Completion FY24	ADU Bylaw amended at Fall TM23.	✓
#2	Amend zoning to clearly allow mixed uses that include housing in business-zoned areas.	Planning	SB, HC TA, BHP	FY24/25	Mixed use & Multi-family Zoning Technical Services RFQ due 3.24. Jon Idman staff lead.	
#3	Reevaluate the existing multifamily dwelling bylaw (Section 179-34) and consider changes and other regulatory measures to facilitate multi-unit residential development.	Planning	HC, TA SB, BHP	FY24/25	Mixed use & Multi-family Zoning Technical Services RFQ due 3.24. Jon Idman staff lead.	
#4	Explore measures to require or encourage the inclusion of affordable units in residential development over a certain number of units.	Planning	HC, TA SB	TBD		
#5	Allow and incentivize the adaptive reuse of existing buildings for the creation of affordable and mixed income housing.	Planning Building TA, SB	HC ZBA BHP	In Process	Consideration of reuse of some Sea Camps Bay Parcel buildings for housing.	
#6	Utilizing the findings of the ongoing Integrated Water Resource Management Plan, continue to identify appropriate wastewater treatment systems to enable the creation of denser housing development that can support the inclusion of affordable units.	Interdepartmental: Water Resources Task Force. Health, TA, SB, Planning, Natural Resources	HC BAHT BHP	In Process	Consideration of wastewater treatment plant and housing on a portion of the Sea Camps Pond Parcel.	



Housing Production Plan Implementation Table as of February 2024 (Updated from Table 24 in the 2022 HPP) Note: SB FY24-25 Strategic Plan (H-2)

Implementation Strategies		CONFIRM Responsible Entities		CONFIRM Time Frame	NOTES	✓
		<i>Lead</i>	<i>Support</i>			
Funding & Assets						
#7	Continue to work with nearby communities on the Cape by pooling CPA funds and other resources to construct affordable housing in suitable locations throughout the region and meet regional housing needs.	CPC TA HC SB	BHP BAHT	Success & ongoing	CPC Spring TM23 fund Orleans & Wellfleet. Spring Rock 55% local & 15% regional preference approved by EOHLC & CPA funds Fall TM23	✓
#8	Develop a five-year financial plan for the BAHT and determine whether additional funding streams should be explored.	BAHT & Finance (FT) Team & SB	HC CPC	Success & ongoing	Five year plan developed by Trust in FY23, updated FY24. Trust has interest in exploring additional funding streams.	✓
#9	Based upon the BAHT five-year financial plan, explore other funding opportunities to support housing initiatives at a range of income levels.	BAHT, CPC, FT, SB, TA & HC	BHP	FY24-26	Trust notes: RE transfer tax, year-round deed restrictions, standing appropriation for land, Trust for 80-120% AMI.	
#10	Explore local property tax incentives for the creation of affordable housing, such as offering a reduction of property taxes to an owner renting an affordable unit.	SB TA Finance	Assessor HC BAHT	TBD		
#11	Develop criteria for assessing a property's suitability for the creation of affordable and attainable housing.	Planning HC, BAHT Building, Health	Cons Comm, Open Space TA, SB, MHP	First	Not yet addressed, consider for FY24/25	
#12	Inventory existing Town-owned land using the criteria developed to determine suitability for housing; develop & issue an RFP for the development of affordable & attainable housing on properties identified as suitable for housing development.	Planning HC TA BAHT Cons Comm	Assessor SB Open Space	After #11		
#13	If deemed necessary based upon the findings of the Town-owned land inventory, develop and issue an RFP for the	BAHT TA HC	Planning SB	After #12		



Housing Production Plan Implementation Table as of February 2024 (Updated from Table 24 in the 2022 HPP) Note: SB FY24-25 Strategic Plan (H-2)

Implementation Strategies		CONFIRM Responsible Entities		CONFIRM Time Frame	NOTES	✓
		Lead	Support			
	acquisition of privately held land for the creation of affordable and attainable housing.					
Education & Advocacy						
#14	Develop a collaborative housing education plan that connects to the Town's Local Comprehensive Plan (LCP).	BAHT BHP HC	Vision Planning BHA, COA	In process	LCP approved at Fall TM23. Several informational sessions held. Housing 101, April 2024.	
#15	Continue to ensure regular participation by staff and members of Town bodies in available trainings on housing-related issues including fair housing, local and regional housing needs, comprehensive permit administration, and other relevant topics.	HC BAHT BHP	Planning CPC ZBA SB Finance	Success & ongoing	Provide training info. Housing Institute. Brewster Local Preference Forum on 8.17.23.	
Local Policy & Planning Strategies						
#16	Continue to make good use of 40B, including the Local Initiative Program (LIP), as a vehicle for creating affordable housing.	BHP BAHT HC, TA	SB ZBA CPC	Success & ongoing	Brewster Woods leased, Habitat in development, Spring Rock Village comp permit approved. SB FY24-25 Plan (H-3)	✓
#17	Encourage public/private partnerships to facilitate the collaborative production of affordable housing to meet a range of community needs.	BAHT BHP HC TA	SB Planning CPC	In process	Informal Encouragement	
#18	Continue to monitor the impacts of short-term rentals on the availability of year-round rental units; review and consider changes to local policies accordingly.	SB Finance TA	BAHT HC	In process	SB FY24-25 Plan (CC-4) Evaluate impacts of short term rentals.	
#19	Increase housing staff capacity to ensure continued and consistent collaboration with the Building, Conservation, Health, and Planning Departments.	TA, BAHT Finance HC	Interdepartmental: Building Planning	Success & ongoing	Housing Program Assistant hired 1/2024, funded by BAHT.	✓



Housing Production Plan Implementation Table as of February 2024 (Updated from Table 24 in the 2022 HPP) Note: SB FY24-25 Strategic Plan (H-2)

Implementation Strategies	CONFIRM Responsible Entities		CONFIRM Time Frame	NOTES	✓	
	<i>Lead</i>	<i>Support</i>				
Community Resources & Local Support						
#20	Continue the CDBG-funded housing rehabilitation program to enable income-eligible homeowners to make critical home repairs.	HC TA Finance	SB BAHT, BHP Building	Success & ongoing	Received 1.7M CDBG FY22/23 funding as lead community. Application for FY24. SB FY24-25 Plan (H-1)	✓
#21	Evaluate current CPC-funded housing initiatives and consider adjusting to meet current needs.	BAHT CPC, SB HC	BHP	Success & ongoing	BAHT overseeing Buydown. CPC funds Fall TM23. Rental assistance continued, 3 year contract with HAC 8.23.	✓
#22	Explore other opportunities for direct support for eligible households, including partnerships with local non-profits and housing assistance providers.	HC BHP BAHT	COA, SB CPC BHA	In process	Working with CDP & HAC on ADU resources. Select Board Childcare voucher proposal. Cape Light Compact. Water bills.	

Notations:

ADU- Accessory Dwelling Unit
ACDU- Accessory Commercial Dwelling Unit
BAHT- Brewster Affordable Housing Trust
BHA- Brewster Housing Authority
BHP- Brewster Housing Partnership
CDBG- Community Development Block Grant

CPA- Community Preservation Act
CPC- Community Preservation Committee
Cons Comm- Conservation Committee
COA- Council on Aging
FT- Finance Team
HC- Housing Coordinator

yellow highlight- active work
MHP- MA Housing Partnership
SB- Select Board
TA- Town Administration
TM- Town Meeting
ZBA- Zoning Board of Appeals

✓ = accomplishment

Housing Trust Priority and Ongoing Initiatives for FY 24-25

A. Develop and Preserve Affordable Housing:

Priority Initiatives:

- Preserve Subsidized Housing Inventory (SHI) properties (HPP #21)
 - Current vacant SHI homes: 212 Yankee Drive, 11 Sean Circle, 88 Belmont Park Road
- Develop new affordable housing (by building):
 - Support the funding & development of Spring Rock Village (HPP #16 & #8)
- Identify site for next affordable housing initiative
 - Participate in the exploration of housing at the Cape Cod Sea Camps properties (HPP#12)
 - Develop criteria for property's suitability for housing use &/or purchase (HPP#11).
 - Inventory Town-owned land and consider acquisition of land. (HPP#12)
- Create a Housing Opportunity Fund (HPP#9)

Ongoing Initiatives:

- Develop new affordable housing (without building):
 - Continue Brewster Rental Assistance Program (BRAP) (HPP#21)
- Support Community Development Block Grant (CDBG) funding for home rehabilitation. (HPP#20)
- Manage the Brewster Affordable Buy Down program (HPP#21)

B. Educate:

Ongoing Initiative:

- Participate in a collaborative Housing Education Plan (HPP #14 & #15) including Select Board updates, joint meetings with other committees, website postings and outreach. Coordinate with the Brewster Housing Partnership (BHP) on housing education opportunities, including having an annual forum and encouraging attendance at Community Education Sessions.

C. Advocate and Collaborate:

Priority Initiatives:

- Hire a Housing Program Assistant (HPP#19)
- Update 5-year Housing Financial Plan (HPP#8)
- Explore year-round deed restrictions and other legislative initiatives to support affordable and attainable housing (HPP # 9 & #18)
- Advocate and explore a review of current zoning as it relates to housing (HPP #2, #3 & #5)
- Explore requesting and accepting donations to the Trust

Ongoing Initiatives:

- Advocate for continued Trust funding (includes allocations from the Community Preservation Act (CPA), dedication of the short-term rental revenue, free cash and/or budget allocations)
- Work with housing partners in Brewster and in surrounding Towns. (HPP#22)
 - Support local initiatives (for example: Habitat for Humanity, Housing Institute)
 - Network with local and regional housing partners

D. Engage and Communicate:

Ongoing Initiative:

- Provide opportunities for residents to share their thoughts and ideas.
 - Community engagement component of the Housing Education Plan
 - Citizen's Forum
 - Diversity, Equity and Inclusion (DEI) exploration

Approved by the Housing Trust December 7, 2023



HOUSING (HO)

GOAL: Provide more affordable, attainable, accessible, safe, and fair housing, and support residents to maintain and preserve their current housing in order to remain in the community

PURPOSE 1: Achieve the Commonwealth's goal of 10% affordable housing by 2029

Actions:

HO1. Implement the 2022 Housing Production Plan (HPP) Update.

HO2. Collaborate with existing local and regional groups to conduct public forums educating the general public on what affordable housing is and why it is important in Brewster.

HO3. Work collaboratively with other towns to increase opportunities for affordable housing.

PURPOSE 2: Establish attainable housing by promoting housing choices to allow families, single individuals, older adults, and seasonal and year-round workers to live, work, and prosper in the community

Actions:

HO4. Continue to evaluate the Accessory Dwelling Unit (ADU) bylaw provisions to improve efficacy, explore incentives for a greater number of ADUs, and connect owners to community resources to provide support and assistance in developing ADUs.

HO5. Support creative funding and collaborative partnerships (public/private) in the development of community housing, including incentives for year-round rentals.

HO6. Work collaboratively with other towns to increase opportunities for attainable housing.

HO7. Review, evaluate and consider revising the zoning bylaw with the aim of promoting more opportunities as appropriate for various types and forms of housing, including two-family residential/duplex; multi-unit/multi-family residential; and mixed-use residential development.

HO8. Prioritize and incentivize the adaptive reuse of existing buildings for housing.

HO9. Evaluate the use of Town-owned properties for creative housing solutions, including reuse of Town-owned buildings for housing.

HO10. Evaluate the acquisition of land by the Town for housing, including for joint purposes such as open space uses.

HO11. Encourage housing in areas near transportation, public services, and economic activities.

HO12. Explore potential housing programs, opportunities, and funding for those earning 80% to 120% of Area Median Income (AMI).

HO13. Consider programs and regulatory amendments to allow for and support seasonal workforce housing.

PURPOSE 3: Preserve existing year-round housing

Actions:

HO14. Promote ability for residents to transition to different forms of housing and remain in Brewster over a lifetime by providing a wide range of housing choices.

HO15. Explore solutions to allow residents to age in place, including

funding or subsidizing building adaptations, support programs, co-housing, and co-pairing situations.

HO16. Continue to evaluate the ADU bylaw provisions to improve efficacy, explore incentives for a greater number of ADUs, and connect owners to community resources to provide support and assistance in developing ADUs.

HO17. Support creative funding and collaborative partnerships (public/private) in the preservation of community housing, including incentives for year-round rentals.

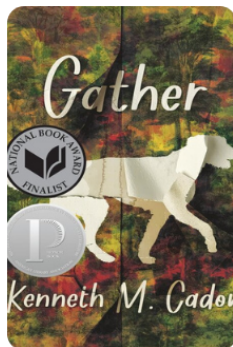
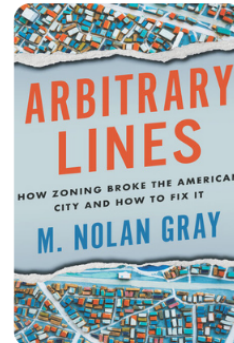
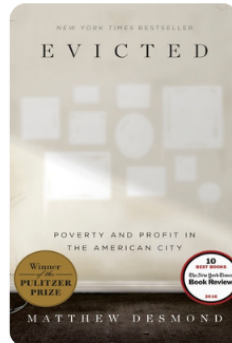
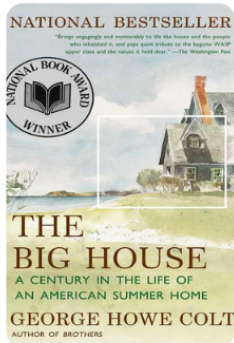
HO18. Analyze the impacts of short-term rental operations in town and consider adopting policies, regulations, or programs to govern or document short-term rental operations.



Books & Big Ideas

2024 : HOUSING

The Town of Brewster has created an all-ages community read program entitled “Books & Big Ideas,” which aims to use books to encourage discussion about topics affecting our community. Starting in April, community members are encouraged to read titles from a curated selection of books about housing. These stories intend to provide different perspectives on housing, including the importance of “home”, housing insecurity, seasonal housing, affordable housing, and more. Books & Big Ideas will include events from April to June to facilitate the sharing of ideas.



Books & Big Ideas Programs for 2024 Include:

- ✔ Brewster Housing 101: An Information Session
- ✔ Author Discussion on *Arbitrary Lines* with M. Nolan Gray
- ✔ Reception & Discussion with George Howe Colt, Author of *The Big House*
- ✔ Community Tiny Art Display: “What is Home?”
- ✔ *Evicted* Discussion Group



Books & Big Ideas

2024 : HOUSING

To kick-off the Town's new Books & Big Ideas initiative, the Brewster Housing Office will hold a one-hour Housing Information session. All are welcome to attend and learn more about Community Housing, the Brewster Housing Program, current strategies to address Brewster's Housing needs, local affordable housing options, and available assistance programs. Members of the Housing Office, the Brewster Housing Partnership and Affordable Housing Trust will be available to answer questions.

Thursday, April 11, 6PM
Brewster Ladies' Library

BREWSTER HOUSING 101: INFORMATION SESSION

Questions? Email housingoffice@brewster-ma.gov

Books & Big Ideas Programs for 2024 Include:

- ✓ Brewster Housing 101: An Information Session
- ✓ Author Discussion on *Arbitrary Lines* with M. Nolan Gray
- ✓ Reception & Discussion with George Howe Colt, Author of *The Big House*
- ✓ Community Tiny Art Display: "What is Home?"
- ✓ *Evicted* Discussion Group



Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Informational Guideline Release

Municipal Finance Law Bureau
Informational Guideline Release (IGR) No. 24-4
March 2024

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

This Informational Guideline Release (IGR) informs local officials about a new local option affordable housing property tax exemption. It also explains local standards and procedures that may be adopted relative to the exemption.

Topical Index Key:

Abatements and Appeals
Exemptions

Distribution:

Assessors
Collectors
Treasurers
Accountants and Auditors
Selectmen/Mayors
City/Town Managers/Exec. Secys.
Finance Directors
City/Town Councils
City Solicitors/Town Counsels

Supporting a Commonwealth of Communities

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AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

SUMMARY:

This Informational Guideline Release (IGR) informs local officials about a new local option, affordable housing property tax exemption. The exemption was created by section 3 of “AN ACT TO IMPROVE THE COMMONWEALTH’S COMPETITIVENESS, AFFORDABILITY AND EQUITY,” which was signed into law on October 4, 2023. [St. 2023, c. 50](#). For municipalities that accept it, this new tax exemption would apply to the property of residential unit owners who rent their units to income-qualifying persons at affordable rates on a year-round, annual basis.

GUIDELINES:

I. LOCAL ACCEPTANCE

A. Acceptance

Acceptance of G.L. c. 59, § 50 is by vote of the municipality’s legislative body, subject to charter. [G.L. c. 4, § 4](#). Following acceptance, the board of selectboard of a town; the town council of a municipality having a town council form of government; the city manager, with the city council’s approval, in a city with a plan D or E form of government; or the mayor, with the city council’s approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II below, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

B. Effective Date

The acceptance vote should explicitly state the fiscal year in which the exemption will first be available, the first of which can be fiscal year 2025.

C. Revocation

Acceptance may be revoked, but the city or town must wait until at least three years after acceptance. Revocation is also by vote of the legislative body, subject to charter. [G.L. c. 4, § 4B](#).

D. Notice of Acceptance or Revocation

The city or town clerk should notify the [Municipal Databank](#) that G.L. c. 59, § 50 has been accepted or revoked as soon as possible after the vote takes place.

II. SCOPE OF ABATEMENT

A. Residential Ownership

Applicants, including the trustees of a trust, must be the assessed owner of the property on which the tax to be abated is assessed and must own the property on the applicable July 1 exemption qualification date.

This exemption only applies to class one residential units. The unit is not required to be subject to an affordability restriction, but it may have one. Additionally, an accessory dwelling unit that meets the qualifications is eligible to receive the exemption.

B. Domicile

The applicant does not have to be domiciled on their property to qualify unless the municipality adopts a local rule requiring this.

C. Exemption Amount

The amount of the exemption will be determined locally but cannot be more than the tax otherwise due on the parcel (based on its assessed full and fair cash value), multiplied by the square footage of the qualifying housing units and divided by the total square footage of the structure located on the parcel.

For example, based on full and fair cash value, the tax obligation of a three-unit home is \$12,000. Each of the three units is 900 square feet. If only one of the units qualifies for the exemption, then the property owner would receive an exemption equal to 1/3 (900/2700) of the locally determined amount. As such, in this example, the maximum exemption amount would be \$4,000 for that unit.

Otherwise, if a property for which an applicant seeking an exemption is assessed by an income approach to value, then fair market rent must be assumed for all units.

D. Exemption Criteria

Residential unit owners must rent their units to income-qualifying persons at an affordable rate in order to qualify for exemption. The affordable housing rate is determined by the city or town but must be in accordance with the United States Department of Housing and Urban Development's (HUD) guidance and regulations.

Additionally, the occupants must have an annual household income that does not exceed the amount set by the city or town; provided, however, that said income shall not be more than 200 percent of the area median income. HUD income limits are available online [here](#).

For example, a municipality determined that the gross occupant income shall not exceed 80 percent of area median income. The municipality further determined that the affordable rate shall not exceed 30 percent of the actual occupant's monthly household income. An application is submitted for an occupant household of one. The relevant area median income limit for a household of one within the statistical area in which the municipality lies was \$82,950. Under the established guidelines of the municipality as set forth above, an occupant income of \$82,950 meets the income requirement, and rent no higher than \$24,885 annually meets the affordable rate requirement.

Further, the unit(s) in question must be rented on an annual basis and be occupied by qualifying persons for the entirety of the applicable fiscal year. If a unit is occupied as such by successive but separate annual leases to qualifying persons, without a significant gap between said leases, the unit is still eligible for exemption.

There are no age-related criteria for qualifying renters.

E. Applications to Assessors

To be considered for this exemption, applicants must submit STF 50, attached below, annually to the local assessors. The applications must include, but are not limited to, a signed lease or leases evidencing an annual rental agreement (including material terms of the lease, such as the rental amount and coverage for the 12 months of the entire fiscal year at issue) with proof of the household income of the occupying person(s) as established through federal and state income tax returns. The application must be filed with the assessors on or before the abatement deadline date, which is the due date of the first actual tax bill.

Any abatements granted shall be charged against the overlay account. As such, the assessors should factor in the amounts needed to fund the exemption when determining overlay needs each year.

III. ADOPTION OF LOCAL RULES

As noted above, the board of selectmen or select board of a town; the town council of a municipality having a town council form of government; the city manager, with the

city council's approval, in a city with a plan D or E form of government; or the mayor, with the city council's approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II above, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

A municipality should adopt rules to determine:

- The maximum amount of the exemption;
- The annual occupant household income limit;
- The affordable housing rate of rent;
- The domiciliary requirements of the owner, if any; and
- Any other restrictions or regulations consistent with the intent of the law it elects to implement.

Assessors' Use only
Date Received
Application No.
Parcel Id.

Name of City or Town

**FISCAL YEAR _____ APPLICATION FOR AFFORDABLE HOUSING EXEMPTION
General Laws Chapter 59, § 50**

THIS APPLICATION IS NOT OPEN TO PUBLIC INSPECTION
(See General Laws Chapter 59, § 60)

Return to: Board of Assessors

Must be filed with assessors not later than due date of first actual (not preliminary) tax payment for fiscal year.

INSTRUCTIONS: Complete all sections fully. Please print or type.

A. IDENTIFICATION OF OWNER.

Name of Owner/Applicant: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different)

No.	Street	City/Town	Zip Code
-----	--------	-----------	----------

Location of property: _____

No. of dwelling units: 1 2 3 4 Other _____

Did you own the property on July 1, _____ Yes No

B. IDENTIFICATION OF RENTER/LESSEE.

Name of Renter/Lessee: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different)

No.	Street	City/Town	Zip Code
-----	--------	-----------	----------

No.	Street	City/Town	Zip Code
-----	--------	-----------	----------

Did the Renter/Lessee live in the property on July 1, Yes No

If no, did another qualifying Renter/Lessee live in the property on July 1? Yes No

Does the Renter/Lessee intend on living at the property through June 30, Yes No

If no, will another qualifying Renter/Lessee live in the property through June 30? Yes No

Please supplement this application within 30 days of any change of Renter/Lessee.

Is the Renter/Lessee subject to an annual lease? Yes No

How much rent is being charged (monthly)? _____

Are there any other charges being made upon the Renter/Lessee (whether included in the rental agreement or not)? If so, please identify the charges and the respective amounts. _____

Please attach a copy of the signed lease(s) to this application.

Other information (as required by the local assessors):

C. RENTER/LESSEE ANNUAL HOUSEHOLD INCOME. Copies of Renter/Lessee's federal and state income tax returns, and other documentation, may be requested to verify income.

	All Household Members
Number of persons in the household	
Total gross income from all persons	

D. PARCEL INFORMATION.

How many units on are the parcel	
Total square footage of the structure located on the parcel	
Total square footage of qualifying housing units	

E. SIGNATURE. Sign here to complete the application.

This application has been prepared or examined by me. Under the pains and penalties of perjury, I declare that to the best of my knowledge and belief, this return and all accompanying documents and statements are true, correct and complete.

Signature of Owner Applicant

Date

If signed by agent, attach copy of written authorization to sign on behalf of taxpayer.

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

Ownership <input type="checkbox"/>	GRANTED <input type="checkbox"/>	Assessed Tax	\$ _____
Occupancy <input type="checkbox"/>	DENIED <input type="checkbox"/>	Prorated Exemption Amount	\$ _____
Income <input type="checkbox"/>	DEEMED DENIED <input type="checkbox"/>	Adjusted Tax	\$ _____
Rate <input type="checkbox"/>		Board of Assessors	
Date Voted/Deemed Denied	_____	_____	
Certificate No.	_____	_____	
Date Cert./Notice Sent	_____	_____	
		Date:	

FILING THIS FORM DOES NOT STAY THE COLLECTION OF YOUR TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

TAXPAYER INFORMATION ABOUT THE AFFORDABLE HOUSING EXEMPTIONS

PERSONAL EXEMPTIONS. You may be eligible to reduce all or a portion of the taxes assessed on your real property if you meet the qualifications described herein for the affordable housing exemption allowed under Massachusetts law.

More detailed information about the qualifications for this exemption may be obtained from your board of assessors.

WHO MAY FILE AN APPLICATION. You may file an application if you meet all qualifications as of July 1. You may also apply if you are the personal representative of the estate, or trustee under the will, of a person who qualified for a personal exemption on July 1.

WHEN AND WHERE APPLICATION MUST BE FILED. Your application must be filed with the assessors on or before the date the first installment payment of the actual tax bill mailed for the fiscal year is due, unless you are a mortgagee. If so, your application must be filed during the last 10 days of the abatement application period. Actual tax bills are those issued after the tax rate is set. Applications filed for omitted, revised or reassessed taxes must be filed within 3 months of the date the bill for those taxes was mailed. **THESE DEADLINES CANNOT BE EXTENDED OR WAIVED BY THE ASSESSORS FOR ANY REASON. IF YOUR APPLICATION IS NOT TIMELY FILED, YOU LOSE ALL RIGHTS TO AN ABATEMENT AND THE ASSESSORS CANNOT BY LAW GRANT YOU ONE. TO BE TIMELY FILED, YOUR APPLICATION MUST BE (1) RECEIVED BY THE ASSESSORS ON OR BEFORE THE FILING DEADLINE OR (2) MAILED BY UNITED STATES MAIL, FIRST CLASS POSTAGE PREPAID, TO THE PROPER ADDRESS OF THE ASSESSORS ON OR BEFORE THE FILING DEADLINE AS SHOWN BY A POSTMARK MADE BY THE UNITED STATES POSTAL SERVICE.**

PAYMENT OF TAX. Filing an application does not stay the collection of your taxes. In some cases, you must pay all preliminary and actual installments of the tax when due to appeal the assessors' disposition of your application. Failure to pay the tax when due may also subject you to interest charges and collection action. To avoid any loss of rights or additional charges, you should pay the tax as assessed. If an exemption is granted and you have already paid the entire year's tax as exempted, you will receive a refund of any overpayment.

ASSESSORS DISPOSITION. Upon applying for an exemption, you may be required to provide the assessors with further information and supporting documentation to establish your eligibility. The assessors have 3 months from the date your application is filed to act on it unless you agree in writing before that period expires to extend it for a specific time. If the assessors do not act on your application within the original or extended period, it is deemed denied. You will be notified in writing whether an exemption has been granted or denied.

APPEAL. You may appeal the disposition of your application to the Appellate Tax Board, or if applicable, the County Commissioners. The appeal must be filed within 3 months of the date the assessors acted on your application, or the date your application was deemed denied, whichever is applicable. The disposition notice will provide you with further information about the appeal procedure and deadline.
