



# Town of Brewster Affordable Housing Trust

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

## AFFORDABLE HOUSING TRUST MEETING AGENDA

2198 Main Street  
Thursday, April 4, 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=T2pEbVFGTlNUSWtDMGk5RWVod0s2dz09>

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](http://livestream.brewster-ma.gov)), or **Video recording** ([tv.brewster-ma.gov](http://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 sale update, including Trustees' Certificate and Deed, discussion, and potential vote(s)
7. Brewster Buydown Grant: Authorization to Sign Grants discussion and vote
8. Books & Big Ideas: Housing 101 Information Session April 11, 2024 at 6PM
9. Housing Office update
10. Cape Cod Sea Camps update
11. Discussion of topics for joint meeting with Community Preservation Committee
12. Town Meeting Housing Articles
13. For Your Information
14. Approval of Minutes from March 21, 2024
15. Next Meeting: Joint Meeting with CPC on May 15<sup>th</sup> or 29<sup>th</sup>
16. Adjournment

Date Posted:  
4.01.2024

Date Revised:

Received by Town Clerk:

'24 APR 1 3:15 PM  
  
BREWSTER TOWN CLERK

**6**

**212 YANKEE DRIVE UPDATE**

- Trustees' Certificate
- 212 Yankee Drive Deed
- Executed Purchase & Sale Agreement with Deed Rider
- PILOT Requirement
- Certified Select Board vote approving sale of 212 Yankee Drive by BAHT

## **BREWSTER AFFORDABLE HOUSING TRUST**

### **Trustees' Certificate**

We, the undersigned Trustees of the Brewster Affordable Housing Trust, a municipal affordable housing trust created pursuant to Chapter 44, Section 55C of the General Laws and u/d/t dated September 10, 2018 and recorded with the Barnstable Registry of Deeds in Book 31649, Page 340 (the "Trust"), herby certify as follows:

1. The Trust is a municipal affordable housing that has been validly created pursuant to Chapter 44, Section 55C of the General Laws, the Trust is in full force and effect as of the date hereof, it has not been revoked or terminated and all amendments of the Trust are on record.
2. We are validly appointed and current and sole Trustees of the Trust.
3. The Trustees of the Trust have authority to act with respect to real estate owned by the Trust, and have full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust (provided that any conveyance of property having a value in excess of \$50,000 if first approved by the Brewster Select Board (formerly Board of Selectmen), and no third party shall be bound to inquire whether the Trustee has said power or are properly exercising said power or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.
4. Other than as set forth above, there are no other facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to affairs of the Trust.
5. The Trustees, with the approval of the Brewster Select Board, have voted to convey the property located at 212 Yankee Drive, Brewster, Massachusetts, to Natan J. Cordeira for consideration of \$237,900.00.
6. The Trustees have also voted to authorize Trustee Donna Kalinick to sign the deed, Trustees' Certificate, settlement statements, affidavits, and any and all other documents necessary or appropriate to convey the foregoing property.
7. The sale of the at the actions which we have taken as Trustees are taken pursuant to and in accordance with the Trust and Chapter 44, Section 55C of the General Laws.

Executed as a sealed instrument under the pains and penalties of perjury on \_\_\_\_\_ day of April, 2024.

BREWSTER AFFORDABLE HOUSING TRUST

\_\_\_\_\_  
Vanessa Greene, Trustee

\_\_\_\_\_  
Timothy Hackert, Trustee

\_\_\_\_\_  
Antone Freitas, Trustee

\_\_\_\_\_  
Donna Kalinick, Trustee

\_\_\_\_\_  
Paul Ruchinkas, Trustee

\_\_\_\_\_  
Ned Chatelain, Trustee

\_\_\_\_\_  
Maggie Spade-Aguilar, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared Vanessa Greene, Timothy Hackert, Antone Freitas, Donna Kalinick, Paul Ruchinkas, Ned Chatelain, and Maggie Spade-Aguilar, Trustees, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attachment document, and acknowledged to me that they signed it voluntarily for its stated purpose as Trustees of the Brewster Affordable Housing Trust.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:



Property Address: 212 Yankee Drive, Brewster, Massachusetts 02631

## RELEASE DEED

**Vanessa Greene, Timothy Hackert, Antone Freitas, Donna Kalinick, Paul Ruchinskas, Ned Chatelain, and Maggie Spade-Aguilar, Trustees of the Brewster Affordable Housing Trust**, a municipal affordable housing trust created pursuant to Chapter 44, Section 55C of the General Laws and the Declaration of Trust dated September 10, 2018 and recorded with the Barnstable Registry of Deeds in Book 31649, Page 340, having an address of Brewster Town Hall, 2198 Main Street, Brewster, Massachusetts 02631

For consideration paid of Two Hundred Thirty-Seven Thousand Nine Hundred Dollars (\$237,900.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to

**Natan J. Cordeiro**, having an address of 3C Pence Lane, Orleans, Massachusetts 02653

The land together with the buildings thereon situated in Brewster, Barnstable County, Massachusetts, more particularly bounded and described as follows:

Lot 9 as shown on a plan entitled “Clipper Village Subdivision Plan of Land in Brewster, MA, as prepared for Yankee Village at Brewster Development Corporation in Brewster, MA,” prepared by Schofield Brothers, Orleans, MA, dated August 25, 1993, and recorded with the Barnstable County Registry of Deeds in Plan Book 498, Page 42.

Said conveyance is made subject to rights, restrictions, easements, and covenants of record to the extent that the same are in force and effect and applicable.

Said conveyance is made subject to and with the benefit of those terms and conditions set forth in the “Affordable Housing Deed Rider,” which Deed Rider is attached hereto and expressly incorporated herein, and which shall run with the premises and bind grantee and his successors and assigns.

**No deed stamps are due under G.L. c. 64D, §1.**

Being the same premises acquired by the Town of Brewster by Judgment in Tax Lien Case dated May 3, 2022 and recorded with the Barnstable Registry of Deeds in Book 35122, Page 342, which premises were transferred to the Brewster Affordable Housing Trust by the vote taken under Article 15 of the May 14, 2022 Annual Town Meeting vote, which vote, together with the Attorney’s Affidavit documenting said transfer, is recorded in Book 35269, Page 291.

The undersigned recites compliance with the provisions of G.L. c. 7C, §38 and G.L. c. 44, §63A.

See Eligible Purchaser Certificate, signed and acknowledged by the Executive Office of Housing and Livable Communities and the Town of Brewster in compliance with the Deed Rider recorded with the deed to the premises in Book 9530, Page 234.

Executed under seal as of this \_\_\_\_\_ day of April, 2024.

BREWSTER AFFORDABLE HOUSING TRUST,  
By its Board of Trustees,

\_\_\_\_\_  
Vanessa Greene, Trustee

\_\_\_\_\_  
Timothy Hackert, Trustee

\_\_\_\_\_  
Antone Freitas, Trustee

\_\_\_\_\_  
Donna Kalinick, Trustee

\_\_\_\_\_  
Paul Ruchinskas, Trustee

\_\_\_\_\_  
Ned Chatelain, Trustee

\_\_\_\_\_  
Maggie Spade-Aguilar, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared Vanessa Greene, Timothy Hackert, Antone Freitas, Donna Kalinick, Paul Ruchinskas, Ned Chatelain, and/or Maggie Spade-Aguilar, Trustees, as aforesaid, proved to me through satisfactory evidence of identification, which was

\_\_\_\_\_, to be the persons whose names are signed on the preceding or attachment document, and acknowledged to me that they signed it voluntarily for its stated purpose as Trustees of the Brewster Affordable Housing Trust.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

**PURCHASE AND SALE AGREEMENT**

**SECTION 1 -- INFORMATION AND DEFINITIONS**

1.1 DATE OF AGREEMENT: March <sup>3/20/2024</sup>\_\_\_\_\_, 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: [REDACTED]

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 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 acceptable 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 21 day of March, 2024.

**BUYER:**

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

DocuSigned by:  
Natam Cordeiro  
2DA6B79536B6482...

Timothy Hackert  
Timothy Hackert, Chair

Vanessa L. Greene  
Vanessa Greene, Trustee

Anthone Freitas  
Anthone Freitas, Trustee

Donna Kalinick  
Donna Kalinick, Trustee

Paul Ruchinskas  
Paul Ruchinskas, Trustee

Ned Chatelain  
Ned Chatelain, Trustee

Maggie Spade-Aguilar  
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 Ruchinkas, Trustee

\_\_\_\_\_  
Ned Chatelain, Trustee

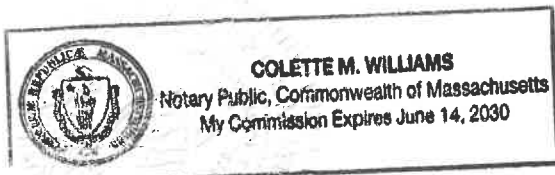
\_\_\_\_\_  
Maggie Spade-Aguilar, Trustee

908246/BREW/0129

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 21st day of March, 2024, before me, the undersigned notary public, personally appeared Timothy Hickey, Vanessa Greene, Anthony Freitas, Donna Kalnick, Paul Ruchinskas, Ned Cravellan, Maggie Spade - Agunlor 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.



Colette M. Williams  
Notary Public  
My commission expires: June 14 2030

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  
PHONE: (508) 896-3701 EXT 1237  
FAX: (508) 896-8089

OFFICE OF:  
BOARD OF ASSESSORS

March 25, 2024  
(Revised for closing date of April 23, 2024)

Brewster Affordable Housing Trust  
2198 Main Street  
Brewster, MA 02631

RE: 212 Yankee Drive, Brewster  
Parcel ID #: 77-37-0  
M.G.L. c. 59 §2C (Pro-Rata Taxation of Buyers of Exempt Property)

Dear Ms. Scalise:

A buyer of previously tax exempt property is required to pay a pro rata amount in lieu of taxes that would have been due for the applicable fiscal year if the real estate had been classified as taxable on January first of the year of sale and, with respect to a sale between January first and June thirtieth, if the real estate had been so owned on January first of the year of sale and the preceding year. The pro rata amounts payable to the town are determined as follows:

The tax rate of the town for the fiscal year in which the sale occurs multiplied by the sale price on a pro rata basis to the days remaining in the fiscal year from the date of the sale to the end of the fiscal year; and a pro forma tax for the succeeding fiscal year where the sales take place between January first and June thirtieth of any year.

FY2024 Tax Rate = \$6.81/\$1,000      Projected Sale Price = \$237,900  
Projected date of sale: April 23, 2024      Pro rata basis: days remaining in fiscal year 68/365 = 0.1863

Projected Amount Due for FY2024 = \$6.81/\$1,000 x \$237,900 x 0.1863 = **\$301.82**;  
Projected Amount Due for FY2025 = \$6.81/\$1,000 x \$237,900 = **\$1,620.09**  
**Total Projected Amount Due for April 23, 2024 date of sale: \$1,921.91**

Such amount shall be paid to the Town of Brewster Treasurer/Collector at the address above within thirty days of the date of sale. Any amount not paid within thirty days of said date shall bear interest from said date at the rate per annum provided in section fifty-seven.

If you have any questions or need additional information please don't hesitate to contact the Assessors' Office at the number listed above or the Tax Collector's Office at (508) 896-3701 ext. 1112.

Sincerely,

  
James M. Gallagher, MAA  
Deputy Assessor

CC: Lisa Vitale, Treasurer/Collector  
Mimi Bernardo, Finance Director  
Donna Kalinick, Assistant Town Manager



# Town of Brewster

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www.brewster-ma.gov

**Office of:**  
Select Board  
Town Manager

## MINUTES OF THE SELECT BOARD MEETING

## REGULAR SESSION

**DATE:** February 26, 2024  
**TIME:** 6:00 PM  
**PLACE:** 2198 Main Street, Room A

**Participants:** Chair Chatelain, Selectperson Whitney, Selectperson Bingham, Selectperson Chaffee, Town Manager Peter Lombardi, Assistant Town Manager Donna Kalinick, Suzanne Kenney (Health and Human Services), Fire Chief Robert Moran, Deputy Chief Varley  
**Remote Participation:** Selectperson Hoffmann

### Call to Order, Declaration of a Quorum, Meeting Participation and Recording Statements

Chair Chatelain called the meeting to order at 6:02pm and declared a quorum with members Cindy Bingham, Mary Chaffee, Dave Whitney and himself in person and member Kari Hoffmann remote. Chair Chatelain read both the meeting participation and recording statements.

### Public Announcements and Comment

None

### Select Board Announcements and Liaison Reports

Member Chaffee thanked both the Recycling Commission Chair and the Brewster Ladies Library for hosting another successful Fix-It Clinic.

### Town Manager's Report

Mr. Lombardi noted that in person early voting for the upcoming Presidential Primary elections is happening now between 830am – 4pm in Room C at Town Hall. For those who are interested in signing up for vote by mail for the upcoming primary election must submit request to receive their ballot by mail by tomorrow, February 27, 2024. Going forward, voters have until five days before each of our upcoming elections this calendar year to submit their request to receive a vote by mail ballot.

### Consent Agenda

- a. Approval of Meeting Minutes: February 5, February 7, and February 9, 2024
- b. Brewster Cultural Council Appointment: Anne Weirich
- c. Application for Facility Use: Brewster Conservation Trust (Punkhorn Parklands)
- d. Request to Declare Items as Surplus: Police Department
- e. Request to Install Fiber Optic Service Line at 1657 Main Street Cell Tower
- f. Intermunicipal Agreement with Falmouth to Purchase Oyster Seed
- g. Request for Certified Vote for Community Development Block Grant (CDBG) Housing Rehabilitation Mortgages

Selectperson Hoffmann moved to approve the consent agenda of February 26, items (a) through (f). Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes,



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Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Selectperson Hoffmann moved to authorize The Resource, Inc. (TRI) to record mortgages on behalf of the Town of Brewster for participants of the CDBG housing rehabilitation program, and further authorize TRI to sign and record mortgage modifications, subordinations, and discharges for said loans. Copies of all mortgages recorded, amended, or discharged under the Brewster CDBG program will be provided to the Town. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

### **Presentation and Vote on the Health and Human Services Committee FY25 Funding Recommendations- Suzanne Kenney, Health & Human Services Committee Chair**

Ms. Kenney shared that twenty organizations have applied for funding this year, in the packet is a table that identifies the amount of the request for FY25 and the committee's recommendation for funding. Three more agencies applied this year than in the last two previous years. These organizations provide a range of services, everything from summer lunch programs for kids to meals for our seniors, housing assistance including rental support and paying down utility bills, health services including physical health, behavioral health and recovery services for those struggling with substance abuse. The 20 organizations impacted 3,000 of our Brewster neighbors.

Ms. Kenney noted that the committee's process included two months of deliberation, reading all 20 proposals, and presentations from 8 of the agencies. The new organizations include Housing Assistance Corporation, Pause A While and Society of St. Vincent de Paul. The committee worked within budget parameters and were given a 10% increase over the previous year. With this mindset the committee recommended a 2.34% increase over last year for the previous 17 agencies on average and for the 3 new, they received the remaining \$10K. The total funding amount is \$144,181.00.

Selectperson Hoffmann moved to approve to fund the FY25 funding recommendations of the Health and Human Services committee as outlined in the packet. Selectperson Bingham seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

### **Discuss & Vote on Fire Department Staffing Recommendations – Select Board FY24-25 Strategic Plan Goal G-3**

Chief Moran referenced the memo in the packet that details the more critical factors and aspects on why the hiring plan is so important to the Fire Department and residents of Brewster.

Selectperson Chaffee commented that there are a lot of responsibilities in Town government, which are all important, but nothing is more important than the health and safety of the people who live, work, and visit Brewster. She continued that based on the report, the Fire Department is not adequately staffed to meet the needs of the community.



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Selectperson Bingham shared that she has struggled with the decision and clarified that the request is to apply for a SAFER grant to hire four firefighters. If not successful, then there would be a request for an override next fiscal year. The SAFER grant is federally funded and would fund four paramedics for three years, after that the Town would require an override vote in order to keep the positions. Chief Moran responded that he continues to work with the Finance Team on a daily basis to come up with some financial solution for this situation.

Selectperson Hoffmann asked if it has been authorized in the past for an override to be added to a warrant a year in advance. Mr. Lombardi responded that the Fire Department received a SAFER grant funding for two new firefighters in 2017, which ultimately resulted in an override brought to Town Meeting in 2019 that was approved to permanently fund the two positions. He is unsure of the timing of the Board's commitments relative to the override for funding the positions, though it is fair to say there were policy decisions made well in advance.

There was discussion about other potential funding sources beside an override. The four new firefighters would increase ambulance revenue and decrease the number of items needed to rely on mutual aid. Both Mr. Lombardi and Chief Moran are cognizant of bringing an operating override to residents to fund Town operations. Over the past five years the Fire Department has updated their strategic plan, one of the key recommendations from that process was the identification of staffing issues that need to be addressed. Some of the funding options that have been discussed include:

- Marijuana revenues- though early in terms of having real data, the Town projects starting FY26 with \$150K in the operating budget and incremental increases of \$50K each year over the next three years. In the forecast this money was included as a General Fund revenue source.
- Ambulance revenues have been up and are monitored on a regular basis. Should expect to see some incremental increases in revenues, though need to be careful to make sure our revenues are equal to expenses.
- The operating budget may have a small amount of funding in the Call Firefighters, as this is a model that is not utilized anymore.

Mr. Lombardi also referenced the increasing pressures associated with minimum staffing needs and impacts on overtime costs. There will not be significant funding within available resources within the Fire Department to fund the positions. There could be funding sources outside an override that could support 1-2 positions before the SAFER grant sunsets, but the balance would likely have to be funded through an operating override.

Selectperson Whitney commented that there is a risk to the people of Brewster that the Fire Department could be shorthanded at a critical time of need. He is also concerned for our employees with forced overtime as it is a horrible way to make money and could be a reason for the high turnover rate.

Selectperson Hoffmann moved to support the submission of the SAFER grant to fund four additional firefighters over three years with the understanding that the fourth year and beyond the continued funding for these positions will be through a variety of funding sources and could include an override. If the grant is



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not funded, the funding for the four additional firefighters will be funded through a variety of sources and could include an override brought to Town Meeting in May 2025. Selectperson Chaffee seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

### **Discuss and Vote on Sale of Affordable Home by the Brewster Affordable Housing Trust at 212 Yankee Drive**

Ms. Kalinick shared that the rehabilitation work is completed on the 3-bedroom, single family home that is currently on the Towns Subsidized Housing Inventory. The lottery for the home was held last week and currently working towards a Purchase and Sales and a closing date. Ms. Kalinick shared that working through legal counsel there are two proposed motions for the Select Board to vote on, the first that allows the Affordable Housing Trust, who has care, custody, and control of the home to enter a Purchase and Sales agreement and ultimately sell the home on behalf of the Town. The second is an "in case", though the Town voted to transfer the home to the Affordable Housing Trust, we may have to record a deed, should the title company and closing attorney for the buyer request one. Ms. Kalinick thanked the many departments who assisted along the way to make sure the home stayed on the Subsidized Housing inventory.

Selectperson Hoffmann moved, pursuant to the provisions of Section 18-15(C) of Chapter 18 of the Town's General Bylaws, to authorize the Brewster Affordable Housing Trust to convey and sell the property located at 212 Yankee Drive, having a value in excess of \$50,000, to income eligible households subject to an affordable housing deed restriction. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Selectperson Hoffmann moved, pursuant to the vote taken under Article 15 of the May 14, 2022 Annual Town Meeting, to sign a deed, if necessary and/or appropriate, and convey to the Brewster Affordable Housing Trust the parcel of land with the improvements thereon located at 212 Yankee Drive, identified by Assessors as Parcel 77-37-0 and acquired by the Town by tax taking, for affordable housing purposes and for the purpose of conveyance. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

### **Discuss Potential Format for the Sea Camp Comprehensive Plan Warrant Article(s) at Spring 2024 Town Meeting**

One of the key considerations for the Board to discuss is whether to bring one article or two to Town Meeting. Mr. Lombardi noted that when the Town acquired the properties it was in two articles for a variety of reasons. Throughout the community outreach process forums were held jointly for the properties.

The Board recognizes that there is a tremendous amount of information, the Town will host information sessions and open the properties to residents prior to Town Meeting. Mr. Lombardi noted that the articles





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will be part of the lottery and could come up at anytime during Town meeting. He does believe that they can be taken up together as they are substantively related, if there are two articles.

Members of the Board expressed the importance of educating residents that the vote does not carry any authorization to appropriate funding, this is a multi-step process. The vote is on the plans for the properties, which can also change as circumstances change.

There was clarification that for this kind of land use plans, Town Meeting vote is to accept them with a yes or no vote, there is no ability to introduce motions to change the plan. A resident that reads the warrant article as a reasonable expectation that what is in the warrant is what Town Meeting is voting on. These are significant decisions, and the Board will be prepared to make a vote at one of the two upcoming meetings.

## Discuss and Vote on Spring 2024 Town Meeting Warrant Articles

Mr. Lombardi shared a couple of updates on Town Meeting warrant articles:

- We anticipate at least one outstanding obligation and may have one budgetary transfer; these will be voted on at the meeting on March 15.
- Budget articles will be voted on at the March 25 meeting, except Cape Cod Tech which will present their FY25 budget on March 11.
- An update on the Town budget will be given at the next Select Board meeting, by then the schools should have their process completed to finalize the town budget, generally speaking the budget has been adjusted to account for a 4.25% increase.
- The appropriation from overlay to fund the Childcare Subsidy Pilot Program will be added to the list of articles.
- There are two local option provisions for the Senior Tax Work Off Program and the Veterans Tax Work Off Program that gives Towns options for people who are not physical able to meet the volunteer work requirements under the program to have a representative work the hours for them on their behalf.
- No citizens petitions have been submitted at this time.

## Discuss and Vote on Select Board Policy Updates (#39, #45, and #67)

Ms. Kalinick explained that policy 39, Brewster Town Government Access Channel, has not been updated since 2012. Updates have been made with input from Suzanne Bryan, the Media Services coordinator. The major change is the extent to which we broadcast our board/committee meetings.

Selectperson Chaffee moved to approve the updated Select Board policy number 39. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Policy 67 is a new policy that was created out of inquiries about the use of metal detectors on Town property, there currently are no rules and regulations in place for this. The policy was created with input from Chris Miller and the Department of Natural Resources with review by legal counsel as some of the lands are not under the care, custody, and control of the Select Board. This policy sets forth a way by which



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people can apply to do metal detecting activities on Town land and protects any historical artifacts and concerns about sensitive areas. There are exemptions included in the policy, however sensitive resources are not exempt such as coastal dunes.

Selectperson Chaffee moved to approve new Select Board policy number 67, Policy and Procedures for the Use of Metal Detectors on Town Land. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Policy 45, the Remote Participation policy amendment addresses the need to allow the Town Manager or their designee to decide to allow remote only participation during emergency type situations.

Selectperson Chaffee moved to approve Brewster Select Board policy number 45; Public Meeting Participation by Remote Technology policy as amended. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

### FYIs

No questions

### Matters Not Reasonably Anticipated by the Chair

None

### Questions from the Media

None

### Next Meetings

March 11, March 25, April 1 (Tentative), April 8, and April 22, 2024

### Adjournment

Selectperson Chaffee moved to adjourn at 7:15pm. Selectperson Whitney seconded the motion. A roll call vote was taken. Selectperson Bingham-yes, Selectperson Chaffee-yes, Selectperson Whitney-yes, Selectperson Hoffmann-yes, Chair Chatelain-yes. The vote was 5-Yes, 0-No.

Respectfully submitted by Erika Mawn,  
Executive Assistant

Approved: 3-11-24  
Date

Signed: [Signature]  
Selectperson Hoffmann, Clerk of the Select Board

A TRUE COPY ATTEST:  
[Signature]  
3-11-24

Accompanying Documents in Packet: Agenda, TM Report, Consent items, HHS Committee presentation, FD Staffing recommendations, Sale of Affordable home, CCSC Comprehensive plan, Spring 2024 TM articles, SB Policies, FYIs.

7

**Brewster Affordable Buydown Grant**

- Authorization to Sign CPA Grants

**ATTACHMENT A**

**CERTIFICATE OF AUTHORITY & LIST OF OFFICERS AND TRUSTEES**

GRANT AGREEMENT #:

RECIPIENT:

I hereby certify that I am the Clerk/Secretary of: Brewster Affordable Housing Trust; and that  
*(Print Name of Entity)*

\_\_\_\_\_ is the duly  
*(Print name of Officer who signs the Grant Agreement)*

appointed \_\_\_\_\_ of said Trust;  
*(Print title of Officer who signs the Grant Agreement)*

and that on \_\_\_\_\_ at a duly authorized meeting of the Trustees  
*(date of Meeting)*

of said Trust, at which a duly authorized quorum of the Trustees were present and acting,

or waived notice, that \_\_\_\_\_  
*(Print name and title of Officer signing Grant Agreement)*

of this Trust be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and such execution of any contract of obligation in this Trust's name on its behalf, shall be valid and binding upon this Trust; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

Attest: \_\_\_\_\_  
*(Signature of Clerk/Secretary)*

Name: \_\_\_\_\_  
*(Printed or typed name of Clerk/Secretary)*

Date:

**NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT. THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT AGREEMENT.**

**PLEASE ATTACH A LIST OF OFFICERS AND TRUSTEES OF THE TRUST**

## 13

### **FOR YOUR INFORMATION**

- Habitat for Humanity Home Applications for Dennis & Wellfleet
- 03.18.24 Cape Cod Times article: “ ‘Investment scheme’ alleged at Chatham property, elsewhere in Colorado securities lawsuit”
- 03.24.24 Cape Cod Chronicle article: “Year-round Housing Restriction Legislation on Warrant”
- 04.01.2024 USA Today article: “Cities take affordable housing to voters”



# 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
<b>Dennis House price, 3-bedroom</b>	\$173,200	\$247,000
Estimated monthly payment:	\$1,101/month	\$1,502/month
<b>Wellfleet House price, 2-bedroom</b>	\$154,750	\$219,350
Estimated monthly payment:	\$1,063/month	\$1,426/month
<b>Wellfleet House price, 3-bedroom</b>	\$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](mailto: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](mailto: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](http://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.



## NEWS

# 'Investment scheme' alleged at Chatham property, elsewhere in Colorado securities lawsuit



**Zane Razzaq**

Cape Cod Times

Published 5:03 a.m. ET March 18, 2024 | Updated 5:03 a.m. ET March 18, 2024

CHATHAM — A four-bedroom house in Chatham is involved in a Denver District Court complaint against a Colorado-based company that offers co-ownership of luxury vacation homes on Cape Cod and other coveted destinations.

Founded in 2013, Lifestyle Asset Group's business model centers on forming multiple limited liability companies, or LLCs, and selling membership interests to investors before using those funds to purchase vacation homes, according to a lawsuit filed on Nov. 30 by Colorado Securities Commissioner Tung Chan.

Investors were told that the properties would be sold after a certain term period and the profits from the sale would be distributed among them, and that money would be refunded if a property did not raise its minimum investment.

## 'Weren't told the whole story'

Instead, the plan evolved into a "a complicated, decade-long, expansive property investment scheme," Chan told the Times in an emailed statement. Lifestyle Asset Group is alleged to have misled investors about amounts raised, loans, undisclosed side deals, the properties, and other information when it struggled to make up gaps in financing, according to the complaint.

"We allege the investors weren't told the whole story before investing, that there were material misrepresentations and omissions and that it is not only unfair to investors, but also against the law," Chan said to the Times.

Lifestyle Asset Group co-founders Richard Keith, Tommy Robinson, and Karla Jones are also listed as defendants. Lifestyle Asset Group and Karla Jones did not respond to requests for comment.

Jeffrey Thomas, an attorney with Linden Law Partners in Denver, listed as the top lawyer representing the defendants, could not be reached for comment through email or phone.

As of Thursday, a judge had not yet ruled on a motion to dismiss filed by the defendants on Feb. 2, according to the clerk's office at the district court. The Times has filed a public records request with the court for copies of the motion to dismiss and other records.

A ruling by a judge was also not available on Chan's request for an injunction to prevent Lifestyle Asset Management and its entities from violations of the Colorado Securities Act. The clerk's office said that decision would likely come when the case is ultimately decided.

Lifestyle Asset Group and its affiliates have received at least \$10.9 million in principal payments and have repaid about \$3.3 million, according to Chan's lawsuit.

## **How a Chatham house is involved**

The Chatham house at 73 Rowland Drive is highlighted in the complaint as an instance where the company allegedly failed to abide by the terms outlined in its offering documents to investors.

Lifestyle Cape Cod — an entity set up by Lifestyle Group Asset — offered sales of shares in its LLC priced between \$50,000 and \$165,000 per share, according to a March 30, 2020 offering document cited by Chan in the complaint.

The document set the minimum investor total as \$2,950,000 and the maximum as \$3,230,000.

The purpose was to buy the 2,450-square-foot house with four bedrooms and 5.5 bathrooms. Nestled on a quiet dead-end street, the house overlooks picturesque Frost Fish Creek and sits at the end of a long, winding driveway.

LLC members would be able to book vacations at the home and could book stays at properties in the Elite Alliance time-share network for an additional fee, according to the complaint.



## **Chatham house purchased without having money on hand, complaint says**

Lifestyle Cape Cod purchased 73 Rowland Drive without having the money on hand or meeting its minimum as outlined in its offering documents, the complaint alleges.

On April 3, 2020, Lifestyle Cape Cod bought 73 Rowland Drive for \$1 from Mark William Johnson and Jane Clayson Johnson, trustees of the Mark William Johnson 2010 Revocable Trust, according to Barnstable County Registry of Deeds records. The sellers accepted \$2.6 million worth of shares in Lifestyle Cape Cod without paying for the shares, reads the complaint.

"This was not a bona fide sale of interests and the offset was not disclosed to investors," according to the complaint.

A notice of sale of securities filed on April 14, 2020 with the U.S. Securities and Exchange Commission states that \$470,000 of the \$3,230,000 offering had been sold.

Eventually Lifestyle Cape Cod paid the sellers just under \$1.6 million after obtaining money from later investors in Lifestyle Cape Cod and reduced the number of shares held by the sellers accordingly, Chan alleges.

## **Renovation but then lack of sale**

The house at 73 Rowland Drive was "renovated from the studs in 2018" by Dennis-based Reef Builders, according to Lifestyle Asset Group. The house was originally overhauled for resale on the regular market, said Reef Builders President Matt Teague to the Times in an email, but the owners pursued the fractional ownership option when the house would not sell after a year or so.

In a website post about the sale dated April 9, 2020, Lifestyle Asset Group said the company had "paved the way so a family from Iowa was able to invest in a gorgeous \$2,700,000 Chatham, Cape Cod vacation property for just \$470,000."

The complaint also names other alleged instances, such as a New York City property where management had fallen behind on condominium fees that the property was foreclosed on. In most cases, investors were told properties would be purchased outright and own them free and clear of debt, but "many of the properties were in fact encumbered by undisclosed mortgages or loans," Chan alleges.

## **Cape Cod and Islands officials eye fractional ownership restrictions**

As Cape Cod and the Islands continue to navigate a housing crisis, some local officials worry that the trend of fractional ownership could place further stress on its housing supply and make it harder for year-round residents to secure housing.

Some municipalities have restricted or banned fractional ownership in their communities, such as Provincetown and Tisbury. Nantucket and Edgartown are expected to vote on the issue at town meetings this spring.

Truro and Eastham are also now mulling town meeting articles to ban the business model.

*Zane Razzaq writes about housing and real estate. Reach her at [zrazzaq@capecodonline.com](mailto:zrazzaq@capecodonline.com). Follow her on X @zaneerazz.*

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(/)

# Year-round Housing Restriction Legislation On Warrant

by Tim Wood

March 20, 2024



The high cost of real estate is prompting local officials to look at innovative ways to promote year-round residency.

FILE PHOTO

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CHATHAM – Seeking additional tools to help address the housing crisis, officials have endorsed home-rule legislation that would allow the town to purchase deed restrictions on homes that are occupied year round.

If the proposal is approved by the state legislature, the town could negotiate a payment to a property owner in exchange for restricting a home to year-round occupancy by the owner or a renter. The program would be voluntary and no income limits would apply.

Voters at the May 13 annual town meeting will be asked to authorize the select board to file the legislation. The

board voted unanimously to support the measure Tuesday.

The warrant article was submitted by petition. The necessary 10 signatures of registered voters were certified by Town Clerk Julie Smith, which automatically places the measure on the warrant. Sponsor Karolyn McClelland, chair of the town's community housing partnership, said the measure was submitted by petition "to move it forward."

Currently, unless tied to an affordability program, there is no mechanism in local or state law to restrict a dwelling to year-round use, she said.

"This home rule petition would allow Chatham to start addressing the year-round sustainability of the community, stabilizing the year-round population without income limits," she said.

Similar legislation was filed last year by State Senator Julian Cyr, D-Truro, who worked with officials in Provincetown and Truro on the initiative, which was based on a program in Vail, Colo. Last April, the select board voted to send a letter to the legislature in support of the bill. Cyr wants as many towns as possible to file similar bills in order to show legislators that there is support for the program, said Select Board member Shareen Davis.

"I think on all fronts this is a good thing for us to do," said board member Michael Schell, who sits on the affordable housing trust board along with McClelland.

The program would be managed by the select board, who would negotiate deed restriction prices with property owners based on market rates. Owners or renters would be required to live in a deed-restricted dwelling for no less than 11 months a year, and the town would be empowered to enforce the restriction through the courts. No other restrictions would be placed on the property or on how the payment is used.

Properties could be restricted to year-round residency no matter what the income level of the owner or occupant.

"This would be a voluntary program where homeowners could sell a deed restriction to the town, for a yet to be determined amount," McClelland said. The town could also negotiate deed restrictions for new housing with developers through the special permit or comprehensive permit process, with the select board having final approval, she said.

The year-round occupancy deed restriction would remain with the property in perpetuity, according to the article; if it is sold, the buyer must also make it their permanent home or rent it to a year-round resident.

The Vail program has invested more than \$11 million in purchasing year-round deed restrictions since 2017. The average amount paid for a restriction is \$69,000. The community has similar demographics to Chatham, and implemented the program after seeing much of its housing stock get bought up by second home owners and investors.

Chatham and other Cape towns have been struggling with ways to create housing for year-round residents that includes not only those who qualify for subsidized affordable housing, but for teachers, firefighters and other professionals. The escalation in house

prices seen over the past four or five years has put most single-family homes out of reach of the average wage earner.

“This is not a solution to the problem,” Schell said of the proposal, “but it’s another aspect of the various things we want to have in our toolbox to begin to address the issues that we all know exist around developing more of a year-round economy here in Chatham as well as on the Cape.”

“How the program gets set up and how it gets funded is something we’ll be working on going forward, if it is approved,” Davis said.

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# Cities take affordable housing to voters

## Initiatives across country achieve mixed results

Claire Thornton  
USA TODAY

As the country's homelessness crisis worsens, cities and states are trying to build more affordable housing to prevent their residents from ending up on the streets or in shelters.

But more money is needed to turn construction plans into a reality – and in many cases residents must approve tax revenue increases to foot the bill.

Last month, voters in Chicago and California were given the choice: Raise taxes to fund housing and homeless services? Or keep things status quo?

Results were mixed. California's Proposition 1, which would provide more mental health services for people experiencing homelessness, passed by razor-thin margins after weeks of ballot counting. In Chicago, the first ballot question, dubbed Bring Chicago Home, which would have raised taxes on the sales of million-dollar real estate, failed with 52% voting against it.

State lawmakers in Iowa and New Hampshire also are debating legislation that would allow more real estate transfer tax revenues to fund affordable housing. Last year, Delaware passed a law to put more transfer taxes toward affordable housing funds, and New York did the same for part of Long Island in 2021. Similar efforts in recent years failed in Colorado, Illinois and Maine, according to data compiled by the National Conference of State Legislatures.

More elected officials throughout the country are running on promises to reduce homelessness, but the problem is still growing. Last year, the U.S. homeless population reached a high of more than 650,000, according to the Department of Housing and Urban Development Annual Homelessness Assessment Report.

But cities face an uphill battle passing new funding measures to support brand new housing initiatives, especially when voters are invested in keeping real estate taxes flat.

In Chicago, one of the main groups opposing the Bring Chicago Home campaign said raising taxes could also raise housing costs, hurting homeowners and renters alike.

'Tax increases hurt affordability, they are actually drivers of housing instability,' said Jeff Baker, CEO of Illinois Realtors.

### Bring Chicago Home fails after years of organizing

Launched in 2018, the Bring Chicago Home measure's failure to pass leaves longtime grassroots homeless advocates disappointed and frustrated.

'The number of people experiencing homelessness grows every year, it is a matter of life and death,' said Hannah Gelder, the organizing director for ONE Northside in Chicago, a social justice group on the referendum's steering committee.

Bring Chicago Home would have increased the real estate transfer tax to 2% for properties sold for \$1million or more, while lowering them for more than 92% of buyers purchasing property worth less than \$1million, according to the proposed policy. The plan would have raised about \$900million for new construction over 10 years, the campaign said.

But Illinois Realtors, a real estate lobbying group, said it had \$1million to spend on its opposition campaign, which argued the new sales tax would hurt Chicago's real estate markets.

The Bring Chicago Home campaign disagreed, citing recent studies from Northwestern University and the University of Chicago that found landlords who want to maintain their return on investment for multifamily buildings worth more than \$1million could do so by raising monthly rents by less than \$5.

### California Prop 1 barely passes

California is home to nearly a third of the country's homeless population, and about 27% of the state's more than 170,000 homeless residents have been hospitalized for a mental health condition before, according to a report from Benioff Homelessness and Housing Initiative at the University of California, San Francisco.



California's Proposition 1 scraped by with barely more than 50% of the vote in a heavily Democratic state. Gov. Gavin Newsom pushed hard for the measure, which will fund thousands more mental health and substance use treatment slots and housing units.

Proposition 1 authorizes the state to shift \$6.38million in bonds against county mental health budgets, redirecting most of the money toward new affordable housing. The money would be borrowed against income taxes already imposed on people who earn over \$1million annually.

### Seattle voters support property taxes for affordable housing

In the Seattle region, another West Coast area struggling with a large homeless population, a majority of voters have for years approved a levy on property taxes to fund affordable housing.

In an off-year election, 69% of Seattle voters in 2023 approved a housing tax that will fund the creation of more than 3,100 affordable rentals and homes for purchase, as well as rental assistance to prevent evictions for an estimated 9,000 low-income families, according to the city.

Homeless advocates in Seattle see more support from voters because residents have seen positive results, said Sharon Lee, executive director of the Low Income Housing Institute in Seattle. Affordable housing complexes are spread evenly throughout the city.

'They look market rate, they're well-maintained and there isn't a stigma,' Lee said.

### Atlanta approves millions of dollars for affordable housing

Instead of turning to voters, last year the Atlanta City Council was able to approve hundreds of millions of dollars for affordable housing through a bond spread out over the better part of a decade.

The city, which grew by 66,000 residents from April 2022 to April 2023, also is benefiting from more property tax revenue without having to raise or pass new measures, the mayor's office said. Philanthropic groups also worked with the city to allocate millions as part of the plan.



*Contributing: Terry Collins, USA TODAY; Kathryn Palmer, Palm Springs Desert Sun*

Last year the Atlanta City Council approved hundreds of millions of dollars for affordable housing. Provided by the office of Atlanta Mayor Andre Dickens

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**APPROVAL OF MINUTES 03.21.2024**

## **Brewster Affordable Housing Trust**

**March 21, 2024, 5:00 pm Meeting**

**Brewster Affordable Housing Trust Member Present in Person:** Chair Tim Hackert, Vice Chair Maggie Spade-Aguilar, Paul Ruchinskas, Vanessa Greene, Tony Freitas, Donna Kalinick, Ned Chatelain

**Remote Presence:** None

**Absent:** None

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

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

Chair Tim Hackert called the meeting to order at 5:00 pm, read the required notice and declared a quorum.

**2. Citizen's Forum:**

None

**3. 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:**

Donna Kalinick provided an update that all work is now complete at 212 Yankee Drive and the last payment has been made to Pearl Construction, the lottery for the home was held and an eligible buyer was identified. The Select Board met and voted to allow the Brewster Affordable Housing Trust (BAHT) to sell (convey) the property. Donna Kalinick shared that she had the opportunity to meet the prospective homebuyer who is part of a multi-generational household which includes a child in the Nauset School system. Donna Kalinick explained that the action for this meeting would be a vote to approve the sale of 212 Yankee Drive, for the members of the BAHT to sign the Purchase and Sale Agreement, and to authorize Donna Kalinick to sign documents on behalf of BAHT moving forward. Jill Scalise added that it is not yet known exactly what other documents will need to be signed and by whom as some of that will depend on the mortgage company. The Barbie dolls were picked up by the guardian- there were 253 Barbies and 1 Harley Davidson doll. The guardian also toured the finished home with Jill Scalise and shared stories and remembrances of the late homeowner. The guardian allowed one Barbie doll to be left with the home and two at the Town offices. Jill Scalise told the BAHT that the Purchase and Sale Agreement was signed by the buyer and that the closing attorney had received the thousand-dollar check for escrow. The closing attorney provided a copy of the check. Donna Kalinick added that the planned closing date is April 23. Jill Scalise explained that she would be meeting the appraiser at the house so the appraisal could be completed. There are a few requirements of the seller, one of which is a septic inspection which has been completed within the past two years. The inspection certification was sent to the closing attorney and accepted. There will also need to be a smoke detector inspection by the fire department which will be set up shortly. Jill

Scalise further updated that the Housing Office has been in communication with the Executive Office of Housing and Livable Communities (HLC) about necessary documents. Paul Ruchinkas asked if the Town of Brewster would be the Monitoring Agent for purposes of the deed restriction, and Jill Scalise answered that the Town would be one of the monitoring agents as well as EOHLC. Paul Ruchinkas also noted that on page 23 deed restriction, #12 Monitoring Agent Services; Fees., the strikethrough did not continue through both words shall not. Chair Tim Hackert asked Jill Scalise if the purchaser was pre-qualified with the mortgage company and Jill Scalise answered that the pre-approval was a requirement for the lottery. Paul Ruchinkas asked about the lottery process and Jill Scalise answered that it was held virtually at Housing Assistance Corporation (HAC). Jill Scalise and Donna Kalinick both attended virtually. There were 24 eligible applicants for 212 Yankee Drive and 20 eligible applicants for 11 Sean Circle. Most applicants were in both lotteries using the same documentation. Jill Scalise thanked HAC for the way they handled allowing applicants to use the same documentation for both properties. Paul Ruchinkas read the following motion, "I move 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 forgoing conveyance." Ned Chatelain seconded the motion, and the motion was unanimously approved. Each member of the BAHT then signed the Purchase and Sale Agreement. Jill Scalise thanked BAHT and the Town and workers who all helped during the process.

**4. Brewster Rental Assistance program update, discussion, and possible vote:**

Jill Scalise shared the quarterly update from HAC-- there are currently 17 households participating in the BRAP and it was noted that between December 1<sup>st</sup> and February 25<sup>th</sup>, three households were approved and three were denied. Of the three denied, all were denied because their contract rent amounts exceeded 120% of HUD's Small Area Fair Market Rent (SAFMR) and those units were located at Serenity. Paul Ruchinkas asked if those were market-rate units. Jill Scalise answered yes and explained that HUD changed the numbers used to determine Fair Market Rent (FMR) and began using SAFMR which applies a different allowable rent to each zip code instead of all of Barnstable County. This caused a significant decrease to the allowable rent in Brewster. HAC reached out to the HLC and local representatives, and HLC revised the decision to use SAFMR and reverted to FMR for Barnstable County. Jill Scalise also noted that eight households from Brewster received funds totaling over \$33,000 from other assistance programs as HAC continues to check for other available assistance before utilizing Brewster's funds. Maggie Spade-Aguilar asked if the change back to FMR affects other programs, and Jill Scalise answered that it also affects Section 8 vouchers. Paul Ruchinkas stated that it seems like there would not be enough data in Brewster to project rents. Jill Scalise agreed and noted that Brewster has very little rental housing and few unassisted 2-bedroom units which are needed to assess reasonable rents in an area. Jill Scalise asked Vanessa Greene if there were any follow-up questions regarding the BRAP from the last meeting. There were no further questions.

**5. Spring Rock Village update:**

Jill Scalise announced that the application has been submitted to HLC for the Winter funding round, decisions on funding are expected around July. Additionally, over \$320,000 has been voted to move to Town meeting Community Preservation Act (CPA) funding which includes \$20,000 from Wellfleet, \$100,000 each from Eastham, Chatham and at least \$100,000 from Orleans. Provincetown and Dennis were also in process, but no figures have yet been provided.

**6. Housing Coordinator update:**

Jill Scalise shared that the Housing Coordinator update would be changed to the Housing Office update, thanked Marissa Consolantis for joining the Housing Office, and explained one of the most recent tasks was a monitoring letter that was sent to the Subsidized Housing Inventory (SHI) homeowners. The letter noted certain deed restrictions, requested response to verify the home is still occupied, and included information about available resources such as Community Development Block Grant (CDBG) for housing rehabilitation and childcare along with the Cape and Vineyard Electrification Opportunity which is available to people in affordable homes. The Housing Office has been receiving responses and responding to questions. The Housing Office now has an email address which is [housingoffice@brewster-ma.gov](mailto:housingoffice@brewster-ma.gov). Jill Scalise then discussed the affordable home lottery that was held for 11 Sean Circle. An eligible homebuyer has been identified and a Purchase and Sale Agreement signed. The Town does not have to participate as actively in this sale because the home is owned by a mortgage company. Ned Chatelain asked if the homebuyer is local, and Jill Scalise answered that the homebuyer is local to Cape Cod and works in Harwich. Donna Kalinick added that she and Jill Scalise presented about local preference at a quarterly peer meeting held by Community Development Partnership where they also heard a presentation by Roger Blood from the Brookline Affordable Housing Trust regarding their policy about local preference. The recording is posted, and Donna Kalinick encouraged BAHT members to view it to hear about the different strategies other areas of Massachusetts use regarding local preference.

**7. Cape Cod Sea Camps update:**

Chair Tim Hackert explained the Sea Camps process in preparation for Town Meeting. The Town will be doing outreach at community events to share information and encourage people to vote. Donna Kalinick explained that there is always an information session before Town Meetings and the Town will have an information session for the regular Town Meeting which includes everything except the Sea Camps on Monday April 29th at 6pm at Town Hall and residents are invited to attend in person or virtually. There will be another information session specifically to discuss the Sea Camps on Tuesday April 30<sup>th</sup>. There will also be a short informational video for the regular Town Meeting and for the Sea Camps. Donna Kalinick explained that the Select Board will be deciding whether the Sea Camps plans are presented as one or two articles in the warrant. Town Meeting will be Saturday, May 11<sup>st</sup> at 1pm Stony Brook Elementary School. Check-in begins at noon, and the meeting will be held inside. Maggie Spade-Aguilar asked what the warrant articles are. Donna Kalinick answered

that the articles are not drafted yet because the Select Board has not voted yet to decide if the Sea Camps will be one or two articles. Town Administration is working with Reed Hildebrand who is drafting an executive summary for the warrant. Donna Kalinick explained that it is expected the Town will have the plans in the warrant in color along with an executive summary about the entire process. The vote will be a simple majority vote as it is the adoption of a comprehensive plan and there will not be amendments on Town Meeting floor. Paul Ruchinkas asked if there is a set amount of time for the meeting because it is expected to be a lengthy meeting. Donna Kalinick answered that has not been determined yet and there will be a pre Town Meeting session for this discussion. Ned Chatelain added that it is likely to be a long meeting but hopefully not two days.

**8. Approval of Minutes from February 1, 2024:**

Paul Ruchinkas asked about the language in the minutes discussing HAC not maintaining a waitlist for the BRAP and said he did not recall a discussion about whether there should be a waitlist. Jill Scalise answered that the comment was made by HAC that they were not capable of keeping a waitlist and a waitlist was not part of the original proposal. Paul Ruchinkas made a motion to approve the minutes with technical changes and Ned Chatelain seconded. Donna Kalinick voted yes, Antone Freitas voted yes, Chair Tim Hackert voted yes, Paul Ruchinkas voted yes, Ned Chatelain voted yes, Vanessa Greene voted yes, Maggie Spade-Aguilar abstained.

**9. Potential joint meeting with Community Preservation Committee May 15<sup>th</sup> or May 29<sup>th</sup> 2024:**

Jill Scalise explained that there is interest in having another joint meeting with the Community Preservation Committee (CPC). The Chair of the CPC, Sarah Robinson, asked if one could be scheduled in the Spring. Potential dates are May 15<sup>th</sup> or May 29<sup>th</sup>. Donna Kalinick added that this would be in lieu of the regular BAHT meeting. Jill Scalise noted that there is a scheduled event for the Books and Big Ideas initiative on May 2<sup>nd</sup> and it would be preferable not to have a BAHT meeting on the same day and time as that event. Chair Tim Hackert also noted that it would be preferable to have the joint meeting after the Town meeting to hear the outcome of the decisions pertaining to housing at the Pond Parcel. Chair Tim Hackert asked if BAHT members should reply to Jill Scalise with their preferred meeting date. Jill answered yes and that she will follow up with an email and BAHT members should reply only to her.

**10. For your Information:**

Chair Tim Hackert mentioned the first article about the Good Landlord Law and explained that it would later be discussed during the joint meeting later in the evening. The second article Tim Hackert discussed was an article about fractional ownership banned by Provincetown and Tisbury which often means that corporations buy residential properties and sell percentage interest in it. Truro and Eastham also have measures on their Town meetings to also ban fractional ownership. There are now discussions regarding existing homes purchased together jointly by friends or families. Chair Tim Hackert noted that it is an issue that Brewster may want to consider. The last article mentioned was from the Cape

Cod Chronicle titles “Year-round Housing Restriction Legislation on Warrant” about a measure approved by Chatham which is a voluntary program that is not income-based which allows the Town to buy deed restrictions that restrict a house to year-round occupancy. Donna Kalinick added that the program would not add to a Town’s subsidized housing inventory (SHI). This is a topic of discussion for the joint meeting with the Select Board and the article will be provided there. Jill Scalise added that HAC is holding a discussion on advocacy on March 26 at 4:30pm and there is a link in the packet. Additionally, Habitat for Humanity has applications available for 8 homes in Wellfleet and Dennis.

**11. Joint Meeting with the Housing Partnership starting at 6pm :**

The BAHT joined the Housing Partnership’s scheduled meeting at 6:00pm. Chair of the Housing Partnership, Jillian Douglass, called the meeting to order and read the required notice and declared a quorum. Members present for the Housing Partnership : Chair Jillian Douglass, Vice Chair Ralph Marotti, Vanessa Greene, Lisa Forhan, Adrienne Jones, Sarah Robinson, Steve Seaver.

**12. Housing production Plan Updated Implementation Strategy Chart & Discussion:**

Chair Tim Hackert thanked the Housing Partnership for agreeing to the joint meeting and turned the discussion over to Jill Scalise, Housing Coordinator. Jill Scalise highlighted the current Housing Production Plan Implementation Table which was updated as a result of the previous Housing Partnership meeting where the Housing Partnership asked to be included in several areas of the Implementation Strategies. Jill Scalise noted how many of the topics on the agenda for this meeting tie into areas that both the BAHT and Housing Partnership share from the Implementation Strategy Chart. Donna Kalinick commended Jill Scalise for her work continuously updating the Housing Production Plan Implementation Strategy Chart. Donna Kalinick discussed how some of the items on the goals require guidance to decide which items should be looked at first, and who would be the lead. BAHT is expecting to have a joint meeting with the Select Board to talk through some of these items in June. Jill Scalise welcomed members of the Housing Partnership or BAHT to comment on the Housing Production Plan or bring up discussions from their individual meetings. Jillian Douglass discussed that at the Housing Partnership’s last meeting they looked at the different strategies and there was concurrence that everything they are listed on in the production plan were things they are capable of helping with and willing to assist. Paul Ruchinkas noted that for FY24/25 the BAHT has a goal of looking for another housing development opportunity and has talked about working with the CPC to develop funding so BAHT would have the ability to make an offer if a suitable location was found. Chair Tim Hackert concurred that the issue will be on the agenda for the joint meeting with the CPC. Chair Jillian Douglass discussed that she agrees it is time to consider how we would go about acquiring properties and what would be the process and assigning roles. Chair Tim Hackert said the BAHT has discussed working with the Town to look at appropriate properties and BAHT has talked about hiring a consultant to identify suitable properties. Tim Hackert also noted Brewster Conservation Trust (BCT) could be helpful as well as the Housing Partnership. Chair Jillian Douglass agreed that the BCT has in the past been helpful

looking for MLS listings. Chair Tim Hackert noted there have been no formal steps taken to look into working with the BCT yet, but if it was identified as a priority, they could start that. Jill Scalise noted that BAHT has guidelines which allow organizations to apply for funding from BAHT to build and create affordable housing. Chair Jillian Douglass noted the Grow Smart Cape Cod map that aids in identifying land with certain criteria and that there may be a way to use that tool for this purpose.

### **13. Books and Big Ideas: Housing**

Jill Scalise shared information about Books & Big Ideas, the Town of Brewster and Brewster Ladies' Library (BLL) collaborative community initiative for all ages. The kick-off is the Housing 101 session on April 11 at 6pm at the BLL. Jill Scalise explained that the focus of the program is housing and described some of the books on the reading list for the event. Members of BAHT and Housing Partnership were invited to participate in the Housing 101 session and asked for ideas about what would be helpful to include in the presentation. Donna Kalinick added that the Books & Big Ideas initiative was modeled after a program in Kittery, Maine. At the beginning of the Housing 101 session the Books and Big Ideas program will be introduced. The plan is to also have tables with members from the BAHT and Housing Partnership so after the presentation people can ask questions and pick up resources.

### **14. Planning for Housing 101 Information Session April 11<sup>th</sup> at 6pm at Brewster ladies' Library:**

Donna Kalinick explained that the Housing Department would like the presentation to give a baseline understanding of Housing basics and asked for input on what needs to be covered. Lisa Forhan explained that she hears a lot of confusion about the difference between affordable and subsidized housing and why the community benefits from goal numbers being reached in these areas. Adrienne Jones said marketing to all walks of life is crucial to spread information to people. Jillian Douglass said the CDP records sessions to create a library of information. Donna Kalinick clarified that not all of the books on the reading list are adult level, some are for young adults and some for children. The Housing 101 session will be recorded and available to the public. Jill Scalise noted the timeline of events spread out over three months. and, along with Donna Kalinick, thanked the Town for collaborative effort between the Town manager's office, BLL, and Housing Office. Paul Ruchinskas asked if the BLL had these books available. Donna Kalinick explained that the books will be available as well as the tiny canvases for the art project. Chair Tim Hackert brought up a comment on a zoning mandate in Milton, and Jill Scalise clarified that Brewster is not an MBTA community and is not impacted. Jill Scalise followed up with Adrienne Jone's comments on marketing and welcomed ideas about how to get the information out and asked members to think about staffing a table with resources for the event. Jill Scalise also shared the new Housing Office email: [housingoffice@brewster-ma.gov](mailto:housingoffice@brewster-ma.gov). Maggie Spade-Aguilar suggested that a glossary of terms would be helpful and a housing resources flyer. Jillian Douglass noted that there are a lot of resources on the Housing Office page. Jill Scalise added there are changes in progress on the webpage and to keep checking for new



resources as well as offering thanks for the suggestions. At 6:45pm Paul Ruchinskas left the meeting.

**15. Discussion about Good Landlord law:**

Ned Chatelain and Donna Kalinick discussed a law that was adopted on the State level that would enable Towns to exempt a portion of property tax of year-round landlords. Donna Kalinick clarified that the Select Board would have to recommend it and it would have to go to Town Meeting and that it could be discussed along with discussions of short term rentals and fractional ownership. Donna Kalinick added that data is needed to create a formula which would help to decide if this is something the Town should do. Jill Scalise noted that this specifically looks at renting to income-eligible households at an affordable rate. The abatement is connected to that affordable rental, but the income eligibility is determined by the Town using affordability rate under HUD's guidance. Chair Tim Hackert mentioned the Provincetown study on short-term rentals for anyone who is interested. Donna Kalinick noted that the study could be downloaded from the Town of Provincetown's website. Chair Jillian Douglass discussed an older conversation about making deed restricted properties tax abatements and shared excitement for renewing the conversation in the future.

**16. Matters Not Reasonably Anticipated by the Chair:**

Chair Tim Hackert and Chair Jillian Douglass thanked each other for meeting jointly.

**17. Next Scheduled Meeting April 4, 2024:**

Additionally, the next BAHT joint meeting will be in May with the Community Preservation Committee (CPC) and the BAHT will have a joint meeting with the Select Board in June.

**18. Adjournment:**

At 6:57PM Donna Kalinick motioned to adjourn, and Ned Chatelain seconded. The motion was unanimously approved.

Respectfully Submitted,  
Marissa Consolantis- Housing Program Assistant

[03.21.24 BAHT Meeting Packet \(brewster-ma.gov\)](https://www.brewster-ma.gov/03.21.24%20BAHT%20Meeting%20Packet)