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NANTUCKET TOWN CLERK
Posting Number:T 1043

MEETING POSTING
TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25
All meeting notices and agenda must be filed, and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays, and Holidays)

Committee / Board	**AFFORDABLE HOUSING TRUST**
Day, Date, and Time	**TUESDAY, November 19, 2024 @ 12:30 PM**
Location / Address	**REMOTE PARTICIPATION *VIA* ZOOM (*See Below*)** **THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT** **https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA**
Signature of Chair or Authorized Person	**Ellis Ramos** **Housing & Real Estate Office Manager**
WARNING:	**IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!**

AGENDA FOR 11-19-24
Please list below the topics the chair reasonably anticipates will be discussed at the meeting.

PLEASE CLICK ON FOLLOWING LINK TO JOIN ZOOM MEETING:
Join Zoom Meeting
https://us06web.zoom.us/j/84954595019?pwd=phLqILNDBmukANqeEzNdkxK4Gf04Dc.1
Meeting ID: 849 5459 5019
Passcode: 223749

I. Call to Order

II. Approval of Agenda – ACTION

III. Public comments *for items not listed on the agenda.*

IV. Approval of Minutes – ACTION

- October 15, 2024
- October 18, 2024
- October 28, 2024
- November 1, 2024
- November 7, 2024

Note: all Trust open meetings are recorded and available on the Town's YouTube channel

V. Announcements

1. The Nantucket Affordable Housing Trust is excited to announce the release of two Requests for Proposals (RFPs) for the development of affordable housing on Trust-owned vacant lots. For more details and to access the documents, please visit https://www.nantucket-ma.gov/199/Procurement
2. Richmond Development has opened applications for the lottery of 12 income-restricted rental units at Gooseberry Place within Meadows II. These units offer a range of affordability, with options for households earning 80%, 110%, and 120% of the area median income (AMI). Applications are due by December 9th and the lottery will take place on January 9, 2025. For more details and to apply, visit the Richmond Office at 1 Orchid Place or the Nantucket Atheneum.

VI. Response to Public Comment from October 18, 2024

VII. Review 2025 Affordable Housing Trust Fund Meeting Schedule – DISCUSSION

VIII. Select Board Quarterly Report - REVIEW

IX. Presentation by Stephen Maury on a proposal for a Housing development at 13 and 13A Woodland Drive — DISCUSSION

X. Request for Approval and Execution of Purchase and Sale Agreement for 8C Thirty Acres

XI. Review Draft Commitment Letter from Town of Nantucket to HallKeen Management for Ticcoma Green Project at 6 Fairgrounds Road.

XII. Review of the Good Landlord Tax Exemption Guidelines for Annual Town Meeting Warrant Article – DISCUSSION/ACTION

XIII. Review Draft Zoning Bylaw Amendment: Cottage Community – DISCUSSION

XIV. Board Comments

XV. Other Business

Next meetings: November 22, 2024, at 12:30pm
December 3, 2024, at 12:30pm

XVI. Executive Session

Approval of Executive Session Minutes from January 16, 2024, February 20, 2024, March 26, 2024, October 1, 2024, October 15, 2024, October 18, 2024, October 28, 2024, November 1, 2024, November 7, 2024.

1. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 21 Fairgrounds Road where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares

2. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 1,2,3,4,5,7,9,11 Wiggles Way formally known as 31 Fairgrounds Road, where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares

3. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 17B Essex Road, where an Open Meeting May have

a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares

XVII. Adjourn

AGENDA PROTOCOL

For all Town of Nantucket Boards, Committees, Commissions, Work Groups, Councils and Trusts (herein collectively referred to as "Committees" in this document)

Roberts Rules: Town of Nantucket Committees follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Committees. At the Committee's discretion, matters raised under Public Comment may be directed to Town Administration and/or appropriate departmental staff, or may be placed on a future agenda, allowing all viewpoints to be represented before the Committee takes action, if any. Except in emergencies, the Committee will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Committee to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with the United States Constitution and the Massachusetts Declaration of Rights.

> The agenda for regular Committee meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Committee to take up first. This time is reserved for speakers to address the Committee on matters that are not related to any other Agenda item. If a speaker wishes to address the Committee on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
>
> All speakers are encouraged to present their remarks in an orderly and peaceable manner, without disruption to other speakers.
>
> All remarks will be addressed through the Chair of the meeting.
>
> The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not protected under the United States Constitution and the Massachusetts Declaration of

Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

Disclaimer: Public Comment is not a time for debate or response to comments by the Committee. Comments made during the Public Comment period do not reflect the views or positions of the Committee. Because of free speech principles, the Committee does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

Unanticipated Business: Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Committee welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at their sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Committee Members may have questions on the clarity of the information presented. The Committee will hear any staff input and then deliberate on a course of action.

Committee Report and Comment: Individual Committee Members may have matters to bring to the attention of the Committee during a meeting. If the matter contemplates action by the Committee, Committee Members will consult with the Chair and/or appropriate Town officials or employees in advance and provide any needed information by applicable Committee deadlines and/or schedule the matter for a future Committee meeting. Otherwise, except in emergencies, the Committee will not normally take action on Committee Comment.

Approved: March 27, 2024

VI. RESPONSE TO PUBLIC COMMENT FROM

OCTOBER 18, 2024

Affordable Housing Trust Meeting – October 18, 2024

Mary Mack

Question: How is the Year-round deed restriction pilot program going and what is the status of the home-rule petition that would remove the income restriction from the deed restriction?

Answer: The Year-Round Deed Restriction Pilot Program has gained traction over the past 18 months as the Trust has developed it. The Trust approved the program guidelines at their September meeting and the Housing Office is working on releasing the application.

The Affordable Homes Act included a seasonal community's designation which would allow municipalities to acquire year-round occupancy deed restrictions without an income restriction attached to it. Nantucket's Annual Town Meeting on Saturday, May 3, 2025, will include a warrant article to opt in to the seasonal community's designation. If approved, the Trust could begin working on another program without income restrictions.

VII. Review 2025 Affordable Housing Trust Fund Meeting Schedule – DISCUSSION

2025 Proposed Meeting Schedule

JANUARY
1/7
1/21

FEBRUARY
2/4
2/18

MARCH
3/4
3/18

APRIL
4/1
4/15
POSSIBLE MEETING ON 4/29 (5^{TH} TUESDAY)

MAY
5/6
5/20

JUNE
6/3
6/17

JULY
7/1
7/15
POSSIBLE MEETING ON 7/29 (5^{TH} TUESDAY)

AUGUST
8/5
8/19

SEPTEMBER
9/9
9/23
NOTE – THESE DATES ARE THE 2^{ND} AND 4^{TH} TUESDAY, AS LABOR DAY WEEKEND FALLS ON THE FIRST AND THERE ARE 5 WEEKS IN SEPTEMBER

OCTOBER
10/7
10/21

NOVEMBER
11/4
11/18

DECEMBER
12/2
12/16

VIII. Select Board Quarterly Report - REVIEW

Quarterly report from the Affordable Housing Trust Fund (AHTF) to the Select Board for July to September 2024

HIGHLIGHTS FROM THE QUARTER:

- Awarded Closing Cost Assistance to three families.
- Affordable Homes Act Update
    - Seasonal Communities Designation adopted

HOUSING CONSTRUCTION AND LAND ACQUISITION

- Finalized the RFPs for 135/137 Orange, 7 Amelia, 16 Vesper, and 12 Bartlett, which were released in October
- AHTF assisted housing projects.
    - Lease to Locals – awarded a grant of $450k towards the relaunch of the program under Housing Nantucket

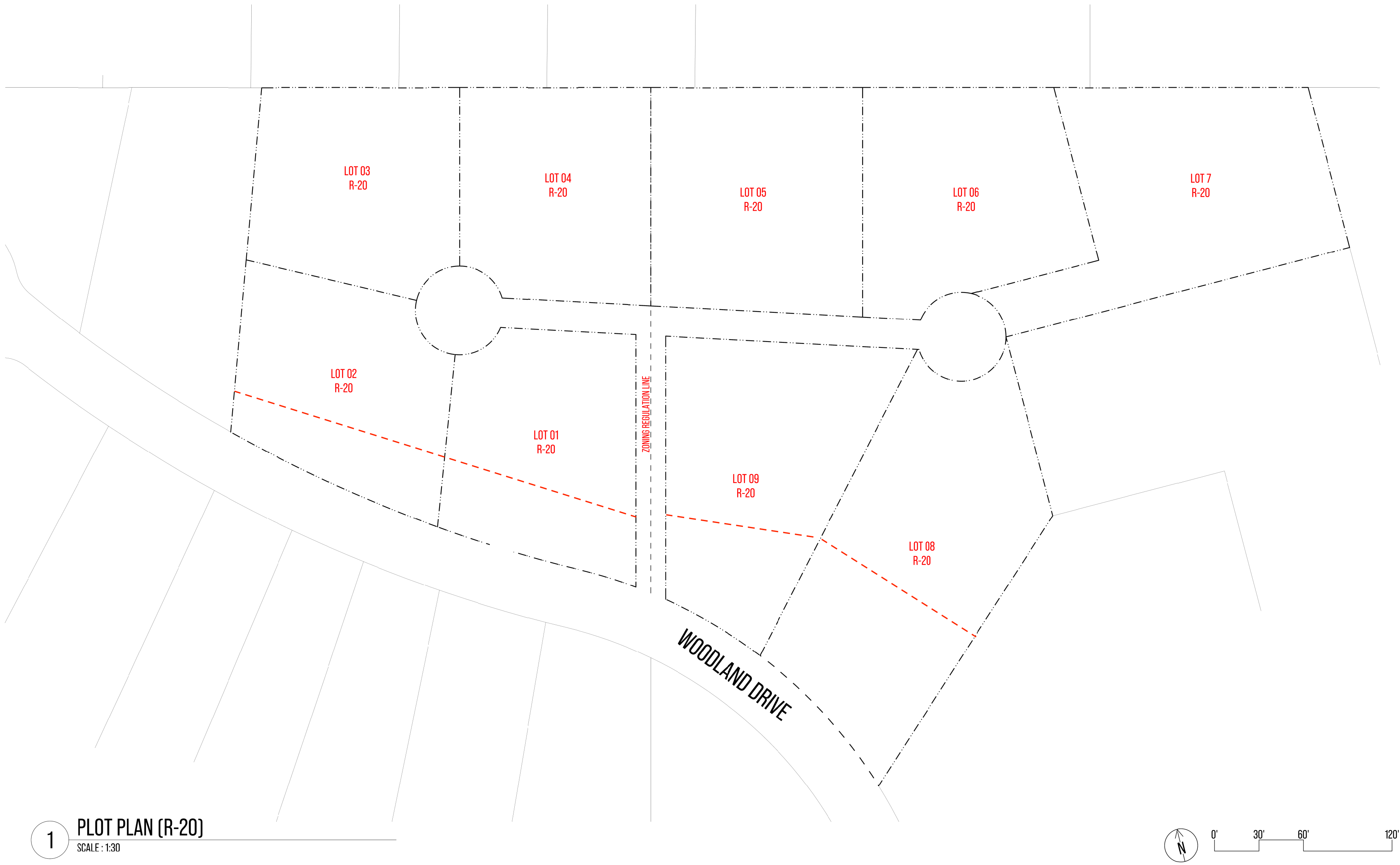
PROGRAMS AND INITIATIVES

- YR Deed Restriction Pilot Program guidelines approved
- Secured a year-round occupancy and income restriction on two units in Richmond through Housing Nantucket

OTHER BUSINESS

- Annual Town Meeting housing-related articles

IX. Presentation by Stephen Maury on a proposal for a Housing development at 13 and 13A Woodland Drive — DISCUSSION



1 PLOT PLAN (R-20)

SCALE : 1:30

YENOR DESIGN COMPANY

PROJECT INFORMATION

ADDRESS:
WOODLAND DR
NANTUCKET
MASSACHUSETTS
02554

DATE DRAWN:
NOVEMBER 15, 2024

PROJECT:
PLOT PLAN

CLIENT:
MAURY

DESIGNER:
YENOR DESIGN COMPANY
54 OLD SOUTH ROAD
NANTUCKET, MASSACHUSETS
02554

CONTRACTOR:
TBD

DRAWING INFORMATION

SETS ISSUED:

DATE	NAME

REVISION HISTORY:

DATE	DESCRIPTION

DRAWING TITLE

PLOT
PLAN

SHEET NUMBER

A-0.10

DRAWN BY

REID YENOR

1 PLOT PLAN (R-10 & R-20)

SCALE : 1:30

yenor DESIGN COMPANY

PROJECT INFORMATION

ADDRESS:
WOODLAND DR
NANTUCKET
MASSACHUSETTS
02554

DATE DRAWN:
NOVEMBER 15, 2024

PROJECT:
PLOT PLAN

CLIENT:
MAURY

DESIGNER:
YENOR DESIGN COMPANY
54 OLD SOUTH ROAD
NANTUCKET, MASSACHUSETS
02554

CONTRACTOR:
TBD

DRAWING INFORMATION

SETS ISSUED:

DATE	NAME

REVISION HISTORY:

DATE	DESCRIPTION

DRAWING TITLE

PLOT
PLAN

SHEET NUMBER

A-0.00

DRAWN BY

REID YENOR

ARTICLE _____
(Zoning Map Change: portion of 13 Woodland Drive)

To see if the Town, in order to bring the parcel into alignment with the Surfside Area Plan—specifically item 2.4, which states:

> *"The Surfside Area Plan Workgroup (SAPWG) recommends cleaning up and 'rationalizing' areas where zoning district boundaries within the Surfside Area are inconsistent with property boundaries. In some cases, these boundaries bisect individual parcels. Realigning zoning district boundaries to follow property boundaries more appropriately would prevent individual parcels from being subject to multiple zoning district requirements."*

and in support of the Nantucket Select Board's Strategic Plan goal related to housing:

> *"Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year-round community, which will meet housing needs at all income levels and lessen the burdens of government,"*

and recognizing that at no cost to the Town of Nantucket, the property owners have made a binding commitment through a recorded deed restriction—effective upon passage of this article and the related article adding this property to the Town Sewer District—to permanently require that all dwellings on the property be used for year-round occupancy, with sale and resale prices capped annually to ensure affordability for individuals earning up to 240% of the Area Median Income (AMI) for Nantucket, along with other restrictive covenants, will vote to take the following action:

To amend the Zoning Map of the Town of Nantucket by placing the portion of 13 Woodland Drive, currently located in the Limited Use General 2 (LUG-2) zoning district, in the Residential 20 (R-20) zoning district.

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive

All as shown on a map filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

ARTICLE ____
(Zoning Map Change: 13A and a portion of 13 Woodland Drive)

To see if the Town, in support of the Nantucket Select Board's Strategic Plan goal related to housing:

> *"Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year-round community, which will meet housing needs at all income levels and lessen the burdens of government,"*

and recognizing that at no cost to the Town of Nantucket, the property owners have made a binding commitment through a recorded deed restriction—effective upon the passage of this article and the related article adding this property to the Town Sewer District—to permanently require that all dwellings on the property be used for year-round occupancy, with sale and resale prices capped annually to ensure affordability for individuals earning up to 240% of the Area Median Income (AMI) for Nantucket, along with other restrictive covenants, will vote to take the following action:

To amend the Zoning Map of the Town of Nantucket by placing 13A Woodland Drive, currently in the Residential 20 (R-20) zoning district, and the portion of 13 Woodland Drive currently in the Residential 20 (R-20) zoning district, to the Residential 10 (R-10) zoning district.

Map	Lot	Number	Street
79	208	13 (portion of)	Woodland Drive
79	8	13A	Woodland Drive

All as shown on a map filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

X. Request for Approval and Execution of Purchase and Sale Agreement for 8C Thirty Acres

PURCHASE AND SALE AGREEMENT
from the offices of
GLIDDEN & BRESCHER, P.C.
37 CENTRE STREET
NANTUCKET, MA 02554

1. AGREEMENT MADE THIS ______ DAY OF OCTOBER 2024

Parties:

YOLANDA FERNANDEZ GRANT
8C Thirty Acres Lane
Nantucket, MA 02554

hereinafter called the **SELLER(S)**, agree to SELL and

TOWN OF NANTUCKET TRUST FUND
2 Fairgrounds Road
Nantucket, MA 02554

or nominee, hereinafter called the **BUYER(S) OR PURCHASER(S)**, agree to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION:

Unit C, 8 Thirty Acres Lane (the "Unit") of the 8 Thirty Acres Lane Condominium (the "Condominium") created pursuant to Massachusetts General Laws, Chapter 183A (the "Act") by Master Deed dated February 27, 2010 and recorded at the Nantucket Registry of Deeds at Book 1232, Page 211 (the "Master Deed"), together with (a) an undivided percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated as described in the Master Deed, and (b) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The Condominium consists of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, shown on a plan entitled "Master Deed Site Plan Eight Thirty Acres Lane Condominium in Nantucket, Massachusetts dated February 24, 2010, prepared by Island Surveyors, LLC, Professional Land Surveyors, recorded with the Nantucket Registry of Deeds as Plan No. 2012-24 ("the "Premises"). For Seller's title, see deed recorded in Book 1382, Page 83 at the Nantucket Registry of Deeds

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:

Included in the sale as part of said premises are the buildings, structures, and improvements and the fixtures belonging to the SELLER(S) and used in connection therewith including, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, ventilators, garbage disposers, dishwashers, refrigerators and other large appliances and wall to wall carpeting. To the extent of which any such fixtures belong to the Seller may be governed in part by provisions contained in the Condominium Documents.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Statutory Quitclaim deed running to the BUYER(S), or to the nominee or assignee designated by the BUYER(S) by written notice to the SELLER(S) at least seven (7) business days before the deed is to be delivered as herein provided, and said Deed shall convey good, clear, record and marketable title thereto, free from encumbrances, except:

(a) Laws, by-laws, rules and regulations, whether federal, state or local, which affect the use of the Premises, including, but not limited to, building codes, the Massachusetts Zoning Act and Nantucket Zoning By-law, state and local wetlands protection laws, and rules and regulations of the Nantucket Historic District Commission and the Nantucket Board of Health; provided that none of the foregoing shall prohibit, prevent, or interfere with the use of the Premises for the BUYER(S)'s intended purpose of use and occupancy of the premises as a single family residential condominium unit.

(b) Such taxes for the then current year as are not due and payable on the date of the delivery of the deed;

(c) Terms and provisions of Chapter 183A of the Massachusetts General Laws, as amended.

(d) Grant of Easement in favor of the Nantucket Electric Company dated October 10, 1995 and recorded in Book 484, Page 346 at the Nantucket Registry of Deeds.

(e) Statement of Conditions and Subdivision Approval issued by the Nantucket Planning Board dated January 9, 1996 and recorded in Book 500, Page 105 at the Nantucket Registry of Deeds.

(f) Form I Covenant issued by the Nantucket Planning Board dated January 9, 1996 and recorded in Book 500, Page 107 at the Nantucket Registry of Deeds, as affected by Form J Release recorded April 24, 1996 at Book 502, Page 4 at the Nantucket Registry of Deeds (releasing Lots 1, 5, & 8 on Plan

File 48-G).

(g) Form I Covenant issued by the Nantucket Planning Board dated January 9, 1996 and recorded in Book 500, Page 107 at the Nantucket Registry of Deeds, as affected by Form J Release recorded April 9, 1998 at Book 570, Page 179 at the Nantucket Registry of Deeds.

(h) Declaration of Restrictions and Easements dated January 9, 1996 and recorded in Book 500, Page 111 at the Nantucket Registry of Deeds.

(i) Grant of Right of Enforcement of Restrictions dated January 9, 1996 and recorded in Book 500, Page 119 at the Nantucket Registry of Deeds, as affected by Acceptance dated April 17, 1997 and recorded in Book 533, Page 308 at said Registry.

(j) Declaration of Trust of Thirty Acres Homeowner's Association dated January 9, 1996 and recorded in Book 500, Page 120 at the Nantucket Registry of Deeds.

(k) Maintenance and Endowment Agreement dated January
9, 1996 and recorded in Book 500, Page 138 at the Nantucket Registry of Deeds.

(l) Grant of Sight Easement dated January 9, 1996 and recorded in Book 500, Page 141 at the Nantucket Registry of Deeds.

(m) Order of Layout of Bartlett Road Bike Path dated June 5, 1991 and recorded in Book 366, Page 102 at the Nantucket Registry of Deeds and Grants of Easements to the County of Nantucket for Bicycle Path dated April 8, 1991 and recorded in Book 366 at Page 155 and 160.

(n) Such rights of others, as may be extant, in a road along the westerly boundary, 2 rods wide, as set forth at the Nantucket Registry of Deeds in Book 83, Page 7 and Book 92, Page 28.

(o) Special Permit from the Nantucket Planning Board dated June 13, 2001 and recorded at the Nantucket Registry of Deeds in Book 701, Page 173.

(p) Multi-Family Restriction from the Nantucket Planning Board dated May 7, 2010, recorded at the Nantucket Registry of Deeds in Book 1231, Page 90.

(q) Common Driveway Easement Agreement dated November 22, 2005 and recorded in Book 993, Page 131 at the Nantucket Registry of Deeds.

(r) All terms, provisions, covenants, conditions, restrictions, easements, reservations, rights of access to units, charges and assessments, all as set forth in the 8 Thirty Acres Lane Condominium Master Deed, dated February 27, 2010, recorded with the Nantucket Registry of Deeds in Book 1232, Page 211, the By-Laws of the 8 Thirty Acres Lane Condominium recorded with the Nantucket Registry of Deeds in Book 1232, Page 229, and the Rules and Regulations promulgated thereunder.

In addition to the foregoing, if the title to said premises is registered in the Land Court, said deed shall be in form sufficient to entitle the BUYER(S) to a Certificate of Title of said premises, and the SELLER(S) shall deliver with said deed all instruments, if any, necessary to enable the BUYER(S) to obtain such Certificate of Title.

5. PLANS:

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in a form acceptable for recording or registration.

6. PURCHASE PRICE:

The agreed purchase price for the aforesaid described premises is **NINE HUNDRED THOUSAND AND NO/100 ($900,000.000) DOLLARS** of which Nine Hundred Thousand and 00/100 ($900,000.00) dollars are to be paid at closing by federal funds wire transfer or Nantucket Bank attorney client trust fund account such that the funds are immediately available, wiring instructions to be provided upon request.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED:

Such deed is to be delivered at 11:00 A.M. on the _____rd day of November, 2024 at the Nantucket Registry of Deeds, unless otherwise agreed upon in writing. Time is of the essence of this Agreement. In the event the Registry of Deeds is closed to the public, the closing shall be at the office for the Seller located at 37 Centre Street, Nantucket, MA 02554.

8. POSSESSION AND CONDITION OF PREMISES:

Full possession of said premises is to be delivered at the time of the delivery of the deed, free of tenants, broom clean, and in the same condition as they now are, reasonable use and wear thereof excepted and not in violation of building, zoning, health and HDC regulations and in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER(S) shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the conditions thereof comply with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:

If the SELLER(S) 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 set for the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER(S) 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, in which event the SELLER(S) shall give written notice thereof to the BUYER(S) at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

10. FAILURE TO PERFECT TITLE OR TO MAKE PREMISES CONFORM, ETC:

If at the expiration of the extended time the SELLER(S) 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, at the BUYER(S)'s option, any payments made under this agreement together with interest accrued thereon shall be forthwith refunded to the BUYER(S) and all other obligations of all parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE:

The BUYER(S) shall have the option, at either the original or any extended time for performance, to accept such title as the SELLER(S) can deliver to the said premises in its then condition and to pay therefore the purchase price without deduction, in which case the SELLER(S) shall convey such title except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER(S) shall, unless the SELLER(S) has previously restored the premises to their former condition, either

(a) Pay over or assign to the BUYER(S), on delivery of the deed, all amounts covered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER(S) for any partial restoration, or

(b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER(S) a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less any amounts reasonably expended by the SELLER(S) for any partial restoration.

12. ACCEPTANCE OF DEED:

The acceptance of a deed by the BUYER(S) or his nominee or assignee 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, in which event this agreement shall be continued in full force until such time as said items have been completed as agreed.

13. USE OF PURCHASE MONEY TO CLEAR TITLE:

To enable the SELLER(S) to make conveyance as herein provided, the SELLER(S) may, at the time of the delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE:

Until the delivery of the deed, the SELLER(S) shall maintain insurance on said premises as follows:

(a) Fire and casualty - as presently insured but not less than full replacement value.

Risk of loss shall remain with Seller until the deed is recorded.

15. ADJUSTMENTS:

Taxes for the current fiscal year, fuel, if applicable, and condominium common charges shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER(S) at the time of the delivery of the deed.

16. ADJUSTMENTS OF UNASSESSED TAXES:

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 previous year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this paragraph shall survive the delivery of the deed.

17. DEPOSIT

THIS PARAGRAPH IS INTENTIONALLY DELETED

18. WARRANTY OF NO BROKER

The Buyer represents and warrants that the Buyer was not introduced to the Premises by any broker and that the Buyer has not dealt with any broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale, The Buyer hereby undertakes and agrees to save and hold harmless the Seller from and against any claims for brokerage commissions which may be asserted against the Seller in connection with this sale, including all costs and expenses which may be incurred by Seller in defending against any such claim, as to which the Buyer shall be in breach of such representation and warranty. The Seller represents and warrants that the Seller has given no exclusive listing of the Premises such as to result in a broker's commission being payable with respect to this sale and has not listed the Premises under circumstances which would give rise to any commission being payable in this sale in the absence of any dealings between the Buyer and any broker.

19. BUYER'S DEFAULT; DAMAGES:

If the BUYER(S) shall fail to fulfill the BUYER(S)'s agreements herein, and SELLER(S) is not in default hereunder, all deposits made hereunder by the BUYER(S) shall be retained by the SELLER(S) as liquidated damages in lieu of all other rights or remedies at law or in equity and specifically in lieu of any action for specific performance.

20. WARRANTIES, REPRESENTATIONS AND CONDITIONS:

The BUYER(S) acknowledges that the BUYER(S) has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing other than the following:

(a) Premises is serviced by Town sewer and water.

21. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC:

If the SELLER(S) or BUYER(S) executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER(S) or BUYER(S) so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. LEGAL AND CONVEYANCING CONDITIONS:

(a) The SELLER(S) shall provide a Certificate that no labor has been performed on or at the premises which would give rise to a mechanics lien, and that there are no tenants or occupants in possession of the premises.

(b) The SELLER(S) shall provide at closing a CERTIFICATE OF OCCUPANCY covering the subject premises to the extent applicable.

(c) SELLER(S) shall provide at closing a FIRE DEPARTMENT CERTIFICATE stating that all required smoke detectors and carbon monoxide detectors have been installed in the premises.

(d) SELLER(S) agrees to execute, for the benefit of any mortgagee, a UFFI CERTIFICATE stating that there is no urea formaldehyde foam insulation in any structures on the premises as of the date for the delivery of the deed hereunder.

(e) SELLER(S) agrees to execute and deliver to the BUYER(S) at closing an affidavit or certification of compliance with Internal Revenue Code (IRS) Section 1445 (b) (2) stating that they are not a "foreign persons" as defined by IRS Section 1445 and providing their taxpayer identification numbers.

(f) SELLER(S) agrees to execute and deliver to the BUYER(S) at closing, an IRS SUBSTITUTE 1099 certification.

(g) A so-called 6(d) certificate, if necessary, stating that all common charges for the 8 Thirty Acres Lane Condominium Association assessed against the Unit have been paid in full.

.

(h) SELLER(S) agrees to deliver an Affidavit at closing that no changes have been made to the interior floor plan as shown on Unit Plan filed with Master Deed recorded in Book 1122, Page 72, as amended, such that would necessitate an amendment to said Master Deed.

(i) A recitation relative to Homestead pursuant to MGLc 188 §13 sufficient to obtain title insurance free from all exceptions in accordance with the provisions of Paragraph 24 herein, shall be incorporated into the Quitclaim Deed.

23. EFFECT OF RESCISSION

In the event that this Agreement shall be rescinded by notice duly given pursuant to any provision hereof, this Agreement shall be null and void and without recourse to any party hereto, and all deposits, with interest accrued shall be returned to the BUYER(S).

24. TITLE INSURANCE

Title to be conveyed pursuant to this Agreement shall not be deemed to be in compliance with provisions of Paragraph 4 of this Agreement, unless at a minimum, commitment for the issuance of an owner's title insurance policy to the BUYER(S) or the BUYER(S)'s nominee, and a lender's title insurance policy for a prospective mortgagee, shall be available to the BUYER(S) at the time of delivery of the deed for the insurance of the interest of such parties in the property subject only to the standard exclusions from coverage printed in the policy cover and exceptions for real estate taxes not yet due and payable and for any other matters listed in Paragraph 4 of this Agreement. Such policy shall be in the ALTA standard form and shall be issued by a major title insurance company doing business in Massachusetts. The BUYER(S) shall pay all standard and usual premiums for the issuance of any such title insurance policy if such coverage is desired.

25. PREMISES TO BE CONVEYED IN ITS "AS-IS" CONDITION

Buyer acknowledges that he has been given an opportunity to conduct an inspection of the property and that the property is sold "AS-IS" as of the date hereof, normal use excepted and that no representations have been made by Seller with regard to its condition except those contained in this Agreement. Buyer agrees that he is not relying on any representations, oral or written concerning the age, condition, workmanship or suitability of the premises or any part thereof for any purpose made by any person other than those set forth in this Agreement or in any other documents made specifically a part thereof.

26. TITLE STANDARDS:

Any matter relating to the performance of this agreement which is the subject of a title, practice or ethical standard of the Massachusetts Conveyancer Association shall be governed by such standard to the extent applicable.

27. VENUE:

The parties hereto agree that all actions on this agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

28. SEVERABILITY:

If any provision or condition of this Agreement shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

29 INAPPLICABILITY OF LEAD PAINT LAW

The SELLER(S) represents and warrants that none of the residential dwellings upon the premises were constructed prior to 1978. Accordingly, the provisions of 105 CMR 460.00 et seq. and MGL, Chapter 111, Section 196 are not applicable to this transaction.

30. 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 endures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER(S) and the BUYER(S). If two or more persons are named herein as BUYER(S) their obligations hereunder shall be joint and several.

31. FACSIMILE/SCANNED SIGNATURES

For purposes of this Agreement, facsimile. DocuSigned, or scanned signatures shall be considered as originals.

32. EXTENSION AUTHORITY

By executing this agreement, the BUYER(S) and SELLER(S) hereby grant to their attorneys, the actual authority to bind them for the limited purpose of allowing them to grant extensions, and the BUYER(S) and SELLER(S) shall be able to rely upon signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

33. NOTICE:

All notices to be given pursuant to this agreement shall be effective only when given in writing and sent via facsimile, email, or by private express delivery service requiring signature upon receipt, to the party to whom addressed, at the following addresses and notice shall be deemed given by sending:

TO SELLER(S)

John B. Brescher, Esq.
Glidden & Brescher, P.C
37 Centre Street/ PO Box 1079
Nantucket, MA 02554
Telephone: 508-228-0771
Fax: 508-228-6205
Email: john@gliddenandglidden.com

If to BUYER:

Vicki S. Marsh, Esq.
KP Law, P.C., 101 Arch Street.

Boston, Massachusetts 02110
Email: vmarsh@kplaw.com
Phone: (617) 556-0007
Fax: (617) 654-1735

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SELLER(S):

____
Yolanda Fernandez Grant

BUYER(S):

Town of Nantucket Affordable Housing Trust

by___________________________

by___________________________

by___________________________

by___________________________

by___________________________

XI. Review Draft Commitment Letter from Town of Nantucket to HallKeen Management for Ticcoma Green Project at 6 Fairgrounds Road.

November ____, 2024

Jeffrey Morgan
Hallkeen Management
1400 Providence Highway, Suite 1000
Norwood, MA 02062

RE: Town of Nantucket- Ticcoma Green at 6 Fairgrounds Road

Dear Mr. Morgan:

This letter is a commitment from the Town of Nantucket (the "Town")and the Town of Nantucket Affordable Housing Trust Fund ("NAHT", together, the "Town") to increase its financial support to Hallkeen Management (the "Developer") for the development of the Ticcoma Green affordable rental housing project to be located at 6 Fairgrounds Road. The Town agrees to increase its already significant financial contributions to the Project from a $6.5 million loan to an $8.7 million loan (the "Trust Loan"), subject to terms and conditions set forth herein, and subject to the approval of the Town of Nantucket Select Board and the NAHT. The Town hopes to assist the Developer in developing and operating an important affordable housing project on Nantucket.

The Town understands that, in addition to their commitment of the NAHT funds, the Developer will be pursuing grants or loans from the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities, MassHousing and any state agencies/entities and private lenders(including the Town and the Trust, the "Funders") for additional funding to the Project.

Project Description

The Project will contain 64 newly constructed residential rental units (the "Units") in four (4) buildings to be constructed in two separately financed phases in a twinning structure to be allocated between one phase being financed by 9% taxable bonds and the other by 4% tax exempt bonds.

There will be twelve (12) studio Units, fourteen (14) one-bedroom Units, twenty-six (26) two-bedroom Units and twelve (12) three- bedroom Units. The Developer has also committed to constructing basements, an elevator and storage spaces in each of the buildings and laundry facilities in each Unit with solar facilities constructed for the Project.

Affordability Requirements

Of the 64 Units, 55 of the Units shall be income-restricted Units of which no fewer than twelve (12) will be available at or below thirty percent(30%) of the area median income (AMI), no fewer than fifteen (15) available at sixty percent (60%) of AMI and no fewer than twenty-eight (28) available at or below one hundred twenty percent (120%) of AMI. There will be no more than nine (9) market rate units. All of the income-restricted Units are expected to remain affordable in perpetuity pursuant to a recordable affordable housing restriction as agreed to by the parties in the Closing Documents (the "Affordability Requirement") and the Town shall be a holder of the affordable housing restriction in perpetuity. Since 55 of the Units shall be income-restricted in perpetuity as affordable rental units, all of the 64 Units are eligible to be added to the Town of Nantucket's Subsidized Housing Inventory ("SHI"), and will be fully compliant with all EOHLC requirements for the Project.

The Developer also agrees that at least seventy (70%) percent of all affordable units in the Project shall be rented pursuant to a local preference (which shall include current Town residents, employees of local businesses, and nonprofits located in the Town, households whose children attend Town schools and municipal employees) subject to the extent it is permitted by federal or state law and by EOHLC regulations.

Town Financial Support Already Committed

The Town's support of the Project has already included, but is not limited to the following:

1. As previously agreed with the Developer, the Town shall make a land contribution in the form of a 99-year ground lease of the project site at 6 Fairgrounds Road, under very favorable terms, for a $1/year rent.
2. As previously agreed, the Town has already incurred the cost of bringing utilities to the Project site.
3. As previously completed, the Town has incurred the legal cost to defend the lawsuit appealing the issuance of the Special Permit, which will be reimbursed by Developer at Closing.
4. The Town has obtained favorable votes of Article ____ by the 2022 Annual Town Meeting for funding of $1,000,000; and of Article ____ of the 2022 Annual Town Meeting to borrow $10,000,000 for affordable housing. The Town intends to borrow these funds for the Ticcoma Green project.

Borrower

It is our understanding that the Borrower will be a limited liability corporation or limited partnership which will own the project. The Developer or affiliated parties are expected to serve as Managing Member or General partner. The names of the entities and their organizational documents shall be delivered to the Town for its review and approval.

Interest Rate and Loan Repayment

The loan of $8,700,000 shall be evidenced by a Promissory Note to NAHT in the amount of $8,700,000 and secured by a Mortgage on the Property to NAHT to secure the repayment of the full amount of the Loan. The Loan shall accrue interest at the rate of one and one-half percent (1.5%) per annum, which is a significantly reduced rate of interest for its anticipated borrowing. Interest shall accrue as of the date the loan proceeds are drawn. Unpaid interest is accrued and the outstanding balance is compounded monthly. The Town agrees that the interest on the loan is to be repaid from cash flow after payment of operating expenses, the MassHousing loan and the 60% cash flow paid on the deferred developer fee, and any other higher tier priorities as may be approved by all of the Funders. The Town will then receive 40% of cash flow as the next tier priority. All outstanding principal and accrued interest, if any, under the Trust Loan is due and payable in full at the earlier of ___________ (maturity date) or the sale of the Project.

General Terms of the Town Loan

This Commitment Letter is not intended to set forth all of the terms and conditions of the Trust Loan or the related documents. It is our understanding that some terms may be affected and revised as a result of due diligence and underwriting and may be determined in collaboration with EOHLC and the other Funders prior to the Closing. The Town and NAHT, including their Counsel and advisors, shall be included in all Funding and Development Calls and Meetings, including the MassDocs Calls and Meetings in preparation for Closing, with the other Funders.

The Town and NAHT shall receive and have the right to review and comment on all draft documents, due diligence, project agreements, and legal opinions that are shared with any and all other Funders including but not limited to the following documents:

1. Environmental Reports engaged or provided to or by MassHousing, EOHLC, and/or the LIHTC equity investor, appraisals, market studies, constructions contracts, architect's contract, and plans and specifications;
2. Financial Documents including payment and performance bonds, construction draw schedule and milestone schedule, developer and guarantor financial statements, insurance quotes and binders, staffing plan and projected operating expenses, total development and operating budgets, Project Sources & Uses and LIHTC investor operating agreement drafts and proforma financial projections, and other loan documents from other Funders.
3. Legal Documents including copies of all permits and approvals, opinions for land use and zoning matters, title insurance commitments and endorsements, and ALTA survey. Prior to Closing, the Borrower shall provide the Town with all documents, instruments and opinions as the Town and legal counsel may reasonably require to evidence or assist Borrower's compliance with the terms and conditions of the Loan. These documents shall include their organizational documents and opinion from counsel as to the validity

of the organizational documents for the Borrower and its entities, and all MassDocs documents prepared for the Closing, which shall include the Trust Loan documents.

4. All documents, instruments, certificates and opinions required in connection thereto shall be in form and substance acceptable to the Town. Closing is subject to the satisfaction of all closing requirements determined necessary by the Town.
5. Affordable Housing Restriction and Survivability- The affordable housing restriction shall be entered into between the Borrower and EOHLC which may be in the form of a MassDocs Affordable Housing Restriction (the “Restriction” or the “Regulatory Agreement”). The Restriction shall be a permanent restriction held by EOHLC and the Town, on terms acceptable to EOHLC and the Town, which shall (i) be recorded prior to any mortgages and other liens encumbering the Property or said encumbrances shall be expressly subordinated to the Restriction, (ii) state therein that the Affordable Units shall remain affordable in perpetuity and shall survive foreclosure, deed in lieu of foreclosure or any similar action, regardless of whether it is financially infeasible to do so, (ii) grant the Town the independent permanent right to enforce the terms thereof without regard to whether EOHLC or any other subsidizing agency remains as a party thereto, and (iv) ensure that all the Units are included in the Town’s SHI in perpetuity.
6. The Borrower shall inform all lenders and investors that all mortgages or other liens now or later encumbering the Property shall be subordinate to the Restriction, and that the Affordable Units shall remain affordable as required herein, notwithstanding the foreclosure of any lien, including the lien of any senior mortgages. The Restriction shall not be subordinated without the prior written consent of the Town, which may be withheld in its sole and absolute discretion.
7. All documents, instruments, certificates and opinions required in connection thereto shall be in form and substance acceptable to the Town. Closing is subject to the satisfaction of all closing requirements determined necessary by the Town and the other Funders.

<u>Fees and Costs</u>

There shall be no upfront commitment fee due from the Borrower, however it is responsible for reimbursing the Town for documents preparation, legal, consulting, recording and other costs incurred by the Town in connection with the evaluation and documentation for the Trust Loan and for the review of all documents included in the MassDocs closing and its participation in the Calls and Meetings for the Funders in preparation for the Closing.

In addition, the Borrower is responsible for reimbursing the Town for all legal costs of defending the appeal of the issuance of the Special Permit, as well as all costs incurred by the town in connection with the Town’s anticipated bond issuance which will provide the borrowed fund for the Trust Loan. The Town shall be reimbursed in full for all such expenses at Closing.

<u>Loan Security</u>

The Trust Loan Mortgage shall be pari passu with other MassDocs loan documents with other

Funders. The Trust Loan documents shall be in MassDocs forms as set forth above and included in the MassDocs Subordination Agreement at Closing.

Right of First Offer and Refinancing Approval

The Town or its designee will receive a right of first offer(not a Section 42ROFR) to be exercisable in the event that the Borrower or General Partner/Managing Member proposes to sell the Project or sell its Managing Member or General Partner interests . The Town will also have the right to approve any sale, refinancing, or change in ownership or management agent. In the event that the Developer wishes to refinance the loans on the Project, Town of NAHT approval will not be required as long as (a) the other Funders have similarly waived their approvals; (b) the new loans are on commercially reasonable terms, (c) no cash out to the Managing Member or General Partner, and their affiliates, and (d) the refinance of the new loans will not reduce the Trust's Loan repayment or delay it past the original maturity date.

Indemnification of the Town

The Developer shall defend, indemnify and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments, from any and all claims, actions or suits, actions, injuries or damages related to the development and construction of the Project, or any act or omission of the Developer, its contractors, licensees, agents, employees, invitees, guest, or anyone claiming, by, though or under the Developer. This indemnity agreement shall include indemnity against all costs, expenses, or liabilities incurred or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Additional Conditions

Developer shall deliver to the Town and Trust copies of all funding commitment letters from all other Funders for this Project no later than sixty (60) days prior to Closing.

Developer shall pull the building permits from the Town of Nantucket for ______ units and deliver copies of the building permits by Closing.

This Commitment is expressly conditioned on the accuracy and completeness of the information provided by the Developer/Borrower relating to all aspects of the Project and its financing, development and construction.

Termination of the Commitment Letter

The Town may terminate this Commitment Letter at any time prior to Closing by written notice to Borrower in the event that Borrower fails to comply with any of the terms and conditions of this Commitment Letter, or there is any material adverse change in the financial condition of the Borrower or the condition of the Project or other pledged collateral. This Commitment Letter shall automatically terminate upon an insolvency or bankruptcy event with respect to the Borrower or General Partner/Managing Member. This Commitment Letter will expire if the transaction contemplated in this Commitment Letter has not closed by April 30, 2025. However, this Commitment may be extended on a month-to-month basis at the Town's discretion and of other Funders agree to any extensions.

If the foregoing terms and conditions are acceptable, please indicate your acceptance of the same by countersigning the letter below, where indicated, and returning a copy of the signed letter to the Town and the Trust by ____________________, 2024.

Very truly yours,

TOWN OF NANTUCKET
By its Select Board

By:_______________________
Brooke Mohr, Chair

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND
By its Board of Trustees

By:_______________________
Brian Sullivan, Chair

<u>TERMS ACCEPTED</u>: Hallkeen Management hereby agrees to and accepts the foregoing terms by setting forth its signature below:

DEVELOPER: HALLKEEN MANAGEMENT

By: ______________________________
Name: Jeffrey Morgan
Title:

cc:

XII. Review of the Good Landlord Tax Exemption Guidelines for Annual Town Meeting Warrant Article – DISCUSSION/ACTION

Outlook

Guidance on *new* Good Landlord Tax Exemption

From Cyr, Julian (SEN) <Julian.Cyr@masenate.gov>

Date Thu 3/7/2024 4:14 PM

To ~~amorse@provincetown-ma.gov <amorse@provincetown-ma.gov>; dtangeman@truro-ma.gov <dtangeman@truro-ma.gov>; tom.guerino@wellfleet-ma.gov <tom.guerino@wellfleet-ma.gov>; jbeebe@eastham-ma.gov <jbeebe@eastham-ma.gov>; plombardi@brewster-ma.gov <plombardi@brewster-ma.gov>; jgoldsmith@chatham-ma.gov <jgoldsmith@chatham-ma.gov>; jpowers@town.harwich.ma.us <jpowers@town.harwich.ma.us>; esullivan@town.dennis.ma.us <esullivan@town.dennis.ma.us>; rwhritenour@yarmouth.ma.us <rwhritenour@yarmouth.ma.us>; mark.ells@town.barnstable.ma.us <mark.ells@town.barnstable.ma.us>; Libby Gibson <LGibson@nantucket-ma.gov>; jhagerty@edgartown-ma.us <jhagerty@edgartown-ma.us>; jgrande@tisburyma.gov <jgrande@tisburyma.gov>; townadmin@westtisbury-ma.gov <townadmin@westtisbury-ma.gov>; dpotter@oakbluffsma.gov <dpotter@oakbluffsma.gov>; townadministrator@aquinnah-ma.gov <townadministrator@aquinnah-ma.gov>; townadministrator@chilmarkma.gov <townadministrator@chilmarkma.gov>; Kimberly Newman <knewman@town.orleans.ma.us>; dabramson@provincetown-ma.gov <dabramson@provincetown-ma.gov>; kreed@truro-ma.gov <kreed@truro-ma.gov>~~

Cc ~~Patron, Kathleen (SEN) <Kathleen.Patron@masenate.gov>; Holcomb, Michael (SEN) <Michael.Holcomb@masenate.gov>; Peake, Sarah - Rep. (HOU) <Sarah.Peake@mahouse.gov>; Flanagan, Christopher - Rep. (HOU) <Christopher.Flanagan@mahouse.gov>; Diggs, Kip - Rep. (HOU) <Kip.Diggs@mahouse.gov>; Fernandes, Dylan - Rep. (HOU) <Dylan.Fernandes@mahouse.gov>; amiller@provincetown-ma.gov <amiller@provincetown-ma.gov>; turner@mvcommission.org <turner@mvcommission.org>; silber@mvcommission.org <silber@mvcommission.org>; acktownconsultant@gmail.com <acktownconsultant@gmail.com>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; plagg@eastham-ma.gov <plagg@eastham-ma.gov>; driviello@provincetown-ma.gov <driviello@provincetown-ma.gov>; ksclark@truro-ma.gov <ksclark@truro-ma.gov>; elizabeth.jenkins@town.barnstable.ma.us <elizabeth.jenkins@town.barnstable.ma.us>; kwilliams@yamouth.ma.us <kwilliams@yamouth.ma.us>~~

1 attachment (225 KB)

igr2024-4.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cape and Islands Town Administrators/Managers and Select Board Chairs,

I wanted to share an important update on the implementation of An *Act to improve the Commonwealth's competitiveness, affordability, and equity* that was enacted into law last fall. Included in the $1 billion tax relief package is a new local option provision known as the *Good Landlord Tax Exemption*.

I am thrilled to inform you that towns are now able to adopt this *Good Landlord Tax Exemption* and I urge you to review and consider adopting this new local option tax exemption to help preserve year-round rental housing.

The local option property tax exemption is available to property owners who rent their residential units to income-qualifying persons at affordable rates; rentals must be on a year-round, annual basis. The attached guidance from the Dept of Revenue provides greater detail, but in essence, your towns are eligible for a local option property tax exemption that would be set at a rate determined by the town. Towns can allow for exemptions on units available to renters earning up to 200% of Area Median Income.

With our dire housing crisis and the ongoing conversation of year-round rentals to more profitable seasonal occupancy, the *Good Landlord Tax Exemption* provides a tool to help preserve year-round rentals. I would urge you to take a close look at adopting this exemption swiftly to encourage property owners to retain their year-round rentals. Any tool that municipalities can use to protect, preserve, and create affordable year-round housing is worth adopting. The Senate originated this policy in our version of the tax bill, and I’m proud to have led its establishment with my colleague Senator Lydia Edwards. Kudos to the Town of Provincetown for pioneering a similar tax exception at 80% AMI via home rule in the mid-aughts.

Please don’t hesitate to follow up with me and with Michael Holcomb from my team should you have any questions about this new opportunity and how to implement it in your town.

Respectfully,
Julian

Julian Cyr
State Senator
Cape and Islands District
State House, Room 111
Boston, MA 02133
617-722-1570
Pronouns: He/Him/His
www.SenatorCyr.com

DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Informational Guideline Release

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

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 5O)

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

Topical Index Key:

Abatements and Appeals
Exemptions

Distribution:

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

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

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 5O)

SUMMARY:

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

GUIDELINES:

I. LOCAL ACCEPTANCE

A. Acceptance

Acceptance of G.L. c. 59, § 5O is by vote of the municipality's legislative body, subject to charter. G.L. c. 4, § 4. Following acceptance, the board of selectboard of a town; the town council of a municipality having a town council form of government; the city manager, with the city council's approval, in a city with a plan D or E form of government; or the mayor, with the city council's approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II below, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

B. Effective Date

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

C. Revocation

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

D. Notice of Acceptance or Revocation

The city or town clerk should notify the Municipal Databank that G.L. c. 59, § 5O has been accepted or revoked as soon as possible after the vote takes place.

II. SCOPE OF ABATEMENT

A. Residential Ownership

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

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

B. Domicile

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

C. Exemption Amount

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

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

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

D. Exemption Criteria

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

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

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

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

There are no age-related criteria for qualifying renters.

E. Applications to Assessors

To be considered for this exemption, applicants must submit STF 5O, attached below, annually to the local assessors. The applications must include, but are not limited to, a signed lease or leases evidencing an annual rental agreement (including material terms of the lease, such as the rental amount and coverage for the 12 months of the entire fiscal year at issue) with proof of the household income of the occupying person(s) as established through federal and state income tax returns. The application must be filed with the assessors on or before the abatement deadline date, which is the due date of the first actual tax bill.

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

III. ADOPTION OF LOCAL RULES

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

A municipality should adopt rules to determine:

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

State Tax Form 5O

Revised 12/2023

The Commonwealth of Massachusetts

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

____

Name of City or Town

FISCAL YEAR ______ APPLICATION FOR AFFORDABLE HOUSING EXEMPTION

General Laws Chapter 59, § 5O

THIS APPLICATION IS NOT OPEN TO PUBLIC INSPECTION

(See General Laws Chapter 59, § 60)

Return to: Board of Assessors

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

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

A. IDENTIFICATION OF OWNER.

Name of Owner/Applicant: ______________________________________

Telephone Number: ______________________________________

Email Address: ______________________________________

Legal residence (domicile) on July 1, __________

____

No. Street City/Town Zip Code

Mailing address (if different)

____

Location of property: ______________________________________

No. of dwelling units: 1 ☐ 2 ☐ 3 ☐ 4 ☐ Other ______

Did you own the property on July 1, _______ Yes ☐ No ☐

B. IDENTIFICATION OF RENTER/LESSEE.

Name of Renter/Lessee: ______________________________________

Telephone Number: ______________________________________

Email Address: ______________________________________

Legal residence (domicile) on July 1, __________

____

No. Street City/Town Zip Code

Mailing address (if different)

____

No. Street City/Town Zip Code

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

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

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

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

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

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

How much rent is being charged (monthly)? ______________________________________

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

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

Other information (as required by the local assessors):

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

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

D. PARCEL INFORMATION.

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

E. SIGNATURE. Sign here to complete the application**.**

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

Signature of Owner Applicant Date

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

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

Ownership ☐	GRANTED ☐	Assessed Tax	$ ________
Occupancy ☐	DENIED ☐	Prorated Exemption Amount	$ ________
Income ☐	DEEMED DENIED ☐	Adjusted Tax	$ ________
Rate ☐		Board of Assessors	
Date Voted/Deemed Denied	________	________	
Certificate No.	________	________	
Date Cert./Notice Sent	________	________	
		Date:	

FILING THIS FORM DOES NOT STAY THE COLLECTION OF YOUR TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

TAXPAYER INFORMATION ABOUT THE AFFORDABLE HOUSING EXEMPTIONS

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

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

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

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

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

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

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

Good Landlord Tax Exemption staff recommendation after meeting with the Town Assessor.

A municipality should adopt rules to determine:

- **The maximum amount of the exemption;**
  - Staff suggestion:
    - That the rate for this exemption be the same as the residential tax exemption that gets voted on by the Select Board every year. This allows the Assessor to present tax exemption rates once a year to the Select Board.
    - That only 1 exemption per landlord. Developers, LLCs, Lease to Locals participants and Residential Exemption participants are not qualified.
    -

- **The annual occupant household income limit;**
- Staff Suggestion:
  - Tenants earning up to 150% of the AMI for moderate-income housing. Priority may be given to very low-income households (between 80-100% of AMI) if applicable**.**

  - **The affordable housing rate of rent; Staff Recommendation:** The Affordable Housing Rates follow the HUD guidelines for the Affordable rate of rent. Rent increases should be capped at 5% per year or the CPI Index, whichever is less

  - **The domiciliary requirements of the owner, if any; and Staff Recommendation:**
    - The owner should provide proof of continuous ownership of the property every year. The owner needs to prove that they do not personally occupy the property but are offering it exclusively for affordable rental purposes to qualifying tenants. The owner must be in good standing with local tax payments and not have outstanding debts or legal issues related to property management on Nantucket. *Note:* This is the same for the residential exemption guidelines.

- **Any other restrictions or regulations consistent with the intent of the law it elects to implement.**

- Staff Recommendation:

  - Conduct mid lease inspections to ensure that landlord is compliant.

  - Would recommend requesting that the Health Department conduct these since they already do the inspection for the short-term rentals. Staff recommends hiring a monitoring agency to do the tenant income verification. Staff suggested that landlords participating in the year-round residency exemption will not qualify for the Good Landlord exemptions.

Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

Board of Assessors

FY 2025 Affordable Housing Property Tax Exemption for Owners of Affordable Year-round Rental Housing

April 1, 2025, deadline for FY 2025

Please Note: Valid Rental Certificate must be on file with the Licensing Department in order to submit application & receive exemption.

On May 6, 2003, at the Annual Town Election, Provincetown voters approved the acceptance of Chapter 408 of the Acts of 2002 providing for a property tax exemption for affordable year-round rental units in Provincetown. The program went into effect July 1, 2003

Property Tax Exemption --- No property tax will be charged for that portion of the property, which is used for affordable housing purposes under this program. The amount of the exemption would be equal to the tax otherwise due multiplied by the square footage of the units set aside for affordable housing purposes divided by the total square footage of the structure.

No deed restrictions are needed -. The exemption is granted by the Board of Assessors on a year-to-year basis. If a property qualifies for that year, an exemption is granted for that year. The Town's Principal Assessor, as an agent for the Board of Assessors will coordinate a review of tenants' income information – verified by Tax Returns of the previous year (i.e.2023 Federal Tax Return for FY25 Exemption) or in the case of a person who receives Social Security and does not file a Tax Return, a copy of SSI Wage Statement or one monthly bank statement showing electronic transfer of Social Security payments). This eliminates the requirement for a deed restriction. **Property owners must have a lease in place for the entire fiscal year* - July 1, 2024 to June 30, 2025 - in order for the Board of Assessors to be able to grant tax exemption for FY 2025.** *(Beginning in FY 2017, a lease may have up to a two- month gap for the sole purpose of renovating the rental unit between leases (documentation required). The lease must conform to income limits for low-income households as defined by HUD and shown in Table 1.

Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

Board of Assessors

For Year-round Rental Properties Only --- This

tax exemption will only be available to owners of housing units, which are *rented* to low-income households, as defined in the program. Owners of Provincetown dwellings who live out of Town and who do not currently rent out all or part of their property on a year- round basis may want to consider participating in this program. Doing so would create additional year-round affordable housing for income eligible residents and would allow these property owners to receive reasonable rents as well as pay less in property tax.

For Low Income Households only

Renters' household income limits may not exceed 80% of the median household income for the region, as established by the Massachusetts Housing Partnership. Those limits------ based on household size --- are shown in Table 1.

Table 1 -- Annual Income Limits --Household size Low Income (HUD 80%)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
$68,500	$78,250	$88,050	$97,800	$105,650	$113,450

If property owners rent at affordable rates to households which earn above these income limits, then they are not eligible for the tax exemption. **Property owners and tenants should be aware that income verification of tenants requires documentation (i.e. Federal Tax Returns, Bank Statements, etc.).**

Low Income Rent Limits

Owners may not charge rents------ *including utilities*------ which exceed the following Massachusetts Housing Partnership rent limits for low-income households, as shown in Table 2.

Table 2 -- Monthly Rent Limits – Number of bedrooms Low Income (MHP 80%)

SRO	Efficiency	1 BDRM	2 BDRM	3 BDRM	4 BDRM
$1,284	$1,712	$1,834	$2,201	$2,543	$2,836

If property owners rent to income eligible households (per Table 1), but charge rents (including utilities) above those shown in Table 2, they are not eligible for the tax exemption. These rents assume that the landlord pays all utilities; an allowance for any utilities paid by tenants must be deducted from these rents (see Utility Allowances). **A twelve-month lease must be in place by July 1, 2024.**

Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

Board of Assessors

Utility Allowances – Owners will need to subtract the allowed utility costs from the maximum rent if tenants pay for their own utilities. See Table 3 below.

Table 3 -- Monthly Utility Allowance – For Multi-Family (5+ Units)

Note: Utility chart for single family/detached condo units & duplex/row available on request.

Table 3: Multi-Family (5+ Units) Utility Allowance
Monthly Utility Allowance for Multi-Family (5+ Units)

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Heat-Oil	76	89	104	119	133
Heat-Gas	46	52	59	65	72
Heat-Electric	72	83	108	134	160
Heat-Propane	120	141	164	187	211
Plus +					
Electric (General)	$57	$67	$93	$120	$146
Plus +					
Hot Water-Electric	$39	$46	$59	$72	$84
Hot Water-Nat Gas	$7	$8	$12	$16	$20
Hot Water-Oil	$21	$25	$36	$47	$59
Hot Water-Propane	$34	$40	$57	$75	$93
Plus +					
Cooking-Electric	$15	$18	$26	$34	$42
Cooking-Nat-Gas	$3	$4	$5	$7	$8
Cooking-Propane	$14	$16	$24	$31	$38

Utility Allowances - Owners will need to subtract the allowed utility costs from the maximum if tenants pays their own utilities. See table below for examples of Multi-Unit Dwellings

Multi Family & Attached Condo	Rental Unit-Type	Rental Unit-Rent See Table 2	Utilities Paid by Tenant	Amount of Utilities See Table 3	Rent - Utilities = Allowable Rent
Example 1	1 BDRM	$1,834	Heat-Propane	$141	**$1,693**
Example 2	2 BDRM	$2,201	Heat-Oil	$104	**$1,921**
			Electric-General	$93	
			Hot Water-Propane	$57	
			Cooking-Electric	$26	
Example 3	3 BDRM	$2,543	Heat-Electric	$134	**$2180**
			Electric-General	$120	
			Hot Water-Electric	$75	
			Cooking-Electric	$34	

Benefit

The benefit of the program is that property owners who do provide affordable housing are exempt from paying property tax on that portion of their property which is being rented at or below the affordable rates as shown above, to income-eligible households.

Example

A particular dwelling is a duplex. The owner lives in one unit and rents out the other unit (of equal size) to an income eligible household at rents (including utilities) at or below those shown above. Without this affordable housing exemption, the property owner would have had a tax burden of $4,000. If a lease for the full fiscal year (July 1, 2024, to June 30, 2025) is in place by July 1, 2024, then the owner could apply for a property tax exemption, and if granted, would pay property tax for the year of only $2,000, or half of the full tax burden. Therefore, this affordable housing exemption, if granted by the Board of Assessors, would save the property owner $2,000 in FY 2025 Real Estate Taxes. **CPA taxes are not eligible for exemption.**

Background

At the April 1, 2002, Special Town Meeting, Provincetown voters approved STM Article 9, to submit a home rule petition for special state legislation allowing the Town of Provincetown to offer ***a property tax exemption available to owners of housing units that are rented on a year-round basis to low-income households at rents (including utilities) not exceeding HUD limits for low income households. This Town Meeting Article was introduced into the State Legislature as Senate Bill No. 2325. Following final enactment by both the House and Senate, the bill was placed before the Governor for signature on December 9, 2002, to become law. On December 19, 2002, Acting Governor Jane Swift signed this bill into law as Chapter 408 of the Acts of 2002.***

This Act required acceptance by Provincetown voters at a subsequent town election in order to take effect. On May 6, 2003, voters approved the acceptance of Chapter 408 of the Acts of 2002, providing for a property tax exemption for affordable year-round rental units in Provincetown. The program went into effect July 1, 2003.

Contact Information

If you provide year-round rental housing to income-eligible households at affordable rates (or if you wish to), contact Principal Assessor Scott Fahle prior to April 1, 2025, at 508 487-7017 or sfahle@provincetowngov-ma.gov to obtain additional information about qualifying for this property tax exemption.

Name:
Address:

Map/Parcel:
Key:

ASSESSORS USE ONLY

DATE RECEIVED

ASSESSORS USE ONLY

TOWN OF PROVINCETOWN

Assessors Office (508) 487-7017

FY 25 APPLICATION FOR AFFORDABLE HOUSING EXEMPTION

(Ch.408 of the Acts of 2002)

Rental Certificate must be on file with Licensing Department
Application Due no later than April 1, 2025

INSTRUCTIONS: Complete all sections that apply. Please print or type.

A. Identification: Complete this section fully.

Name of Applicant Property Owner______________________________

Social Security No. ______________________(optional) Tel. No. ____________________

Mailing Address______________________________

Location of Property ______________________________No. of Dwelling Units____

Did you own the property on July 1, 2024 ______? ☐ Yes ☐ No

If so, were you

☐ Sole Owner ☐ Co-owner with spouse/partner only ☐ Co-owner with others

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

☐ Ownership ☐ GRANTED Assessed Tax____________________

☐ Tenant Income ☐ DENIED Exempted Tax____________________

☐ Lease Adjusted Tax____________________

☐ Rental Certificate Verified ________________ **Board of Assessors:**

Date Voted________________ ________________________

Certificate No.________________

____

Date Cert./Notice Sent __________

____

Date__________________________

RENTAL INFORMATION:

Please complete information for each rental space for which you are seeking an exemption; add pages if necessary

Unit ____: Number of bedrooms in **this** affordable unit: ☐ Studio ☐ 2-bedroom ☐ 4-bedroom ☐ 1-bedroom ☐ 3-bedroom

Rent ____________/per month. Does this amount include all utilities? ☐ Yes ☐ No
If not, which utilities <u>are paid by the tenant</u>? *Check all that apply*

<u>Heat</u>: ☐ oil ☐ electric ☐ propane
<u>Hot Water</u>: ☐ oil ☐ electric ☐ propane
<u>Electric:</u> [general]: ☐
<u>Cooking</u>: ☐ oil ☐ electric ☐ propane

(Note: The maximum allowable rent decreases if the tenant pays any utilities.)

Number of Renters________ Name(s) of renter(s)

____

____

____

Mailing Address: (if different) _____________________________________ Phone:__________________

HOUSEHOLD INCOME:

INSTRUCTIONS FOR COMPLETING THE FOLLOWING INCOME TABLE:

- **List ALL sources of income as requested below for ALL household members over 18 years old.**
- **<u>Please attach verifications for each source of income</u>** to include Statements and documents that indicate the payment amounts from all other sources of income for all members listed on the application, such as alimony and /or child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, disability or death benefits and any other form of income- on organization letterhead.
- Copy of 2023 Federal and State tax returns, as filed, for every current person living in the household over the age of 18.
- TOTAL ALL INCOME

INCOME: List all household members and all sources of income such as Social Security, pensions, SSI annuities, military pay, disability, public assistance, etc. Total all income.

Household Member	Gross Annual Income

TOTAL INCOME

RENTAL INFORMATION: ADDITIONAL UNIT

Please complete information for each rental space for which you are seeking an exemption; add pages if necessary.

Unit ____: Number of bedrooms in **this** affordable unit: ☐ Studio ☐ 2-bedroom ☐ 4-bedroom ☐ 1-bedroom ☐ 3-bedroom

Rent ____________/per month. Does this amount include all utilities? ☐ Yes ☐ No
If not, which utilities are paid by the tenant? *Check all that apply*

Heat: ☐ oil ☐ electric ☐ propane
Hot Water: ☐ oil ☐ electric ☐ propane
Electric: [general]: ☐
Cooking: ☐ oil ☐ electric ☐ propane

(Note: The maximum allowable rent decreases if the tenant pays any utilities.)

Number of Renters________ Name(s) of renter(s)

____

____

____

Mailing Address: (if different) ______________________________________ Phone:__________________

HOUSEHOLD INCOME:

INSTRUCTIONS FOR COMPLETING THE FOLLOWING INCOME TABLE:

- **List ALL sources of income as requested below for ALL household members over 18 years old.**
- **Please attach verifications for each source of income** to include Statements and documents that indicate the payment amounts from all other sources of income for all members listed on the application, such as alimony and /or child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, disability or death benefits and any other form of income- on organization letterhead.
- Copy of 2023 Federal and State tax returns, as filed, for every current person living in the household over the age of 18.
- TOTAL ALL INCOME

INCOME: List all household members and all sources of income such as Social Security, pensions, SSI annuities, military pay, disability, public assistance, etc. Total all income.

Household Member	Gross Annual Income

TOTAL INCOME

ADDITIONAL INFORMATION

Do you have a lease for the aforementioned tenant(s) running from July 1, 2024, to June 30, 2025?

☐ *Yes* ☐ *No (If yes, please provide us with a copy of this.)*

*Is your property rented **YEAR-ROUND** to income eligible tenants (ie, those making no more than 80% of the median household income for Barnstable County)?*

☐ Yes ☐ No

*Note: Property owners, who believe they qualify, must reapply for this tax exemption each year. If a property qualifies for a particular year, the tax exemption would be granted for that year. **Owners may not at any time occupy any part of the affordable unit.***

If property owners rent at affordable rates to households earning above these income limits, they are not eligible for this tax exemption. Likewise, if property owners rent to tenants making less than 80% of the County median income, but at rents that are above those considered to be affordable, no tax exemption will be granted.

Rental Certificate must be on file with Licensing Department before any exemption is granted.

Deadline for filing this application is April 1, 2025.

Signature: **Sign here to complete the application.**

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

Property owner's signature ____________________ Date ____________

Renter's signature ____________________ Date ____________

Renter's signature	Date
Renter's signature	Date

XIII. Review Draft Zoning Bylaw Amendment: Cottage Community – DISCUSSION

ARTICLE __
(Zoning Bylaw Amendment: Definitions – Attainable Housing)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

Amend Section 2 by inserting a definition for a new term "Attainable Housing" as follows:

Attainable Housing

Dwelling unit(s) restricted to occupancy by households who earn at or below 240% of the median annual household income for Nantucket County as reported by the U.S. Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current, adjusted for household size. The calculation for 240% of the Nantucket County AMI shall use the 50% Nantucket AMI as reported by HUD or the EOHLC, whichever is the most current.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __
(Zoning Bylaw Amendment: Cottage Community)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

Amend Section 8 by inserting a new subsection "G" (Cottage Community) as follows:

G. Special permit to create a cottage community for year-round residents.

(1) Purpose: to create, make available, and maintain ownership housing opportunities that are attainable to those who earn at or below 240% of the Nantucket County median household; to help households to continue to reside on Nantucket; to generate and preserve attainable housing in the Town of Nantucket in perpetuity, all in order to maintain Nantucket's diversity and unique sense of community while not significantly altering the character of any particular area(s) or neighborhood(s).

(2) Requirements

a. A Cottage Community may be permitted in the following zoning districts: ROH, R-5, R-10, R-20, R-40, VR, LUG-1, LUG-2, LUG-3, VN, CN, and CTEC.

b. The lot(s) shall not be subject to any covenants, restrictions or similar encumbrances, whether appearing in a deed, easement, land-use permit or any other instrument, pertaining to the prohibition of the number of dwelling units allowed on the lot.

c. The lot must be at least the minimum lot size required for the underlying zoning district.

d. All units must be single family detached dwelling units.

e. All dwelling units must be owner occupied.

f. A minimum of 80% of the dwelling units on the site will be subject to a year-round deed restriction and must be sold to an owner that earns at or below 240% of the Nantucket County median household income.

g. `The monitoring and enforcement agent shall be assigned by the Nantucket Affordable Housing Trust, and may change from time to time through a Regulatory Agreement.

(3) A Cottage Community may be constructed at the following density:

Zoning District	**Max. Number of Units per lot**	**Max. Bedrooms per lot**	**Ground Cover** **see 3a*
ROH	1 per 1,250 sq ft of lot area	10	40%
R-5	1 per 1,250 sq ft of lot area	10	40%
R-10	1 per 2,500 sq ft of lot area	12	30%
R-20	1 per 3,500 sq ft of lot area	15	17%
R-40	1 per 5,000 sq ft of lot area	20	15%
VR	1 per 5,000 sq ft of lot area	10	20%

LUG-1	1 per 5,000 sq ft of lot area	20	10%
LUG-2	1 per 8,000 sq ft of lot area	25	7%
LUG-3	1 per 10,000 sq ft of lot area	30	6%
VN	1 per 2,000 sq ft of lot area	10	40%
CN	1 per 1,875 sq ft of lot area	12	40%
CTEC	1 per 2,000 sq ft of lot area	12	40%

a. Ground cover increases beyond what is allowed in the underlying zoning district shall only be permitted up to the maximum as listed in the density chart above and when all units on the lot do not exceed 22 feet in height.

b. The Planning Board may waive the density standards for the “Max. Bedrooms per lot”.

c. A single dwelling unit may not exceed three bedrooms. The Planning Board may grant a waiver to accommodate dwellings that were already in existence prior to granting the Special Permit.

d. Setbacks of the underlying district shall apply.

e. There shall be a minimum separation of 5 feet between dwelling units.

f. Requirements for a secondary dwelling, tertiary dwelling, apartment, and apartment building contained within § 139-2 of this chapter shall not apply.

(4) Off Street Parking Requirements

a. Off street parking requirements as quantified in § 139-18 of this chapter shall not apply.

b. All two bedrooms and three bedroom units shall require two off street parking space per unit.

c. All studio and one-bedroom units shall require one off street parking space per unit.

d. The Planning Board may waive these requirements.

(5) A Cottage Community shall be subject to Site Plan Review as contained within § 139-23 of this chapter:

a. Clustering of houses with large areas of open space

b. The lots shall share a single driveway access. The Planning Board must be provided with an instrument, in recordable form, evidencing the common access rights to said access in accordance with this subsection. The Planning Board may waive the requirement for shared driveway access based upon a finding that separate driveway access would not have a significant and adverse effect on the scenic or historic integrity of the neighborhood and is not contrary to sound traffic or safety considerations.

c. Relevant legal documents such as a homeowners association and exclusive use areas must be submitted to the Planning Board for review and approval prior to the issuance of any building permit.

Or to take any other action related thereto.

(Select Board for Planning Board)