



Town of Barnstable
Town Council
James H. Crocker Jr. Hearing Room
367 Main Street, 2nd floor,
Hyannis, MA 02601
Office 508.862.4738 • Fax 508.862.4770
E-mail : council@barnstable.gov

TOWN COUNCIL MEETING
April 30, 2026
6:00pm

Councilors:

Craig Tamash
President
Precinct 4

Kris Clark
Vice President
Precinct 11

Gordon Starr
Precinct 1

Thomas Keane
Precinct 2

Betty Ludtke
Precinct 3

John Crow
Precinct 5

William Crocker
Precinct 6

Seth Burdick
Precinct 7

Lisa DaLuz
Precinct 8

Charles Bloom
Precinct 9

Matthew P. Levesque
Precinct 10

Barry Sheingold
Precinct 12

Felicia Penn
Precinct 13

Administrator:
Cynthia A. Lovell
Cynthia.lovell@barnstable.gov

The April 30, 2026 Meeting of the Barnstable Town Council shall be conducted in person at 367 Main Street 2nd Floor James H. Crocker Jr. Hearing Room, Hyannis, MA. The public may attend in person or participate remotely in Public Comment or during a Public Hearing via the Zoom link listed below.

1. The meeting will be televised live via Xfinity Channel 8 or 1070 or High-Definition Channel 1072 or may be accessed via the Government Access Channel live stream on the Town of Barnstable's website: <https://barnstable.cablecast.tv/internetchannel/watch-now>

2. Written Comments that will be distributed to the entire Town Council may be submitted to: council@barnstable.gov

3. Remote Participation: The public may participate in Public Comment or Public Hearings by utilizing the Zoom video link or telephone number and access meeting code:

Join Zoom Meeting <https://townofbarnstable-us.zoom.us/j/89924672881> Meeting ID: 899 2467 2881
US Toll-free 888 475 4499

PUBLIC SESSION

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF SILENCE

4. PUBLIC COMMENT

5. COUNCIL RESPONSE TO PUBLIC COMMENT

6. TOWN MANAGER COMMUNICATIONS (Pre-Recorded and available on Video on Demand on the Town website)

7. MINUTES

- **ACT ON PUBLIC SESSION MINUTES: April 16, 2026**

8. COMMUNICATIONS - from elected officials, boards, committees, and staff, commission reports, correspondence and announcements

- Silent Springs Institute: Dr. Laurel Schaidler, Senior Scientist, Environmental Chemistry and Engineering; Cheryl Osimo, Cape Cod Coordinator
- Workshop discussion regarding Automated License Plate Readers (ALPRs) - Kevin Connolly, Detective Sergeant, Barnstable Police Department

9. ORDERS OF THE DAY

- A. Old Business**
- B. New Business**

EXECUTIVE SESSION

The Town Council will enter Executive Session pursuant to G.L. c. 30A, sec. 21(a)(6) to consider the purchase, exchange, lease or value of real property, specifically, the property located at 0, 167 and 177 Pleasant Street in Hyannis, since a discussion in open session may have a detrimental effect on the negotiating position of the Town and Town Council.

10. ADJOURNMENT

NEXT REGULAR MEETING: May 14, 2026

ITEM NO.	INDEX TITLE	PAGE
A. OLD BUSINESS		
2026-164	Appropriation Order in the amount of \$400,000 for the Hyannis West Elementary School Heating, Ventilation, and Air Conditioning (HVAC) Design Project (Public Hearing) (Roll Call Majority Full Council)	4-5
2026-165	Appropriation Order in the amount of \$200,000 for the Barnstable United Elementary School Pipe Wrapping Project (Public Hearing) (Roll Call Majority Full Council)	6-7
B. NEW BUSINESS		
2026-166	Authorization to contract for and expend a Fiscal Year 2026 and 2027 Grant from the Commonwealth of Massachusetts Federal Funds and Infrastructure Office in the amount of \$75,000 for the Upper Marstons Mills Fish Passage Improvement Project (May be acted upon) (Majority Vote)	8-9
2026-167	Appropriation and Loan Order in the amount of \$786,488 for a feasibility study and schematic design and associated project management for the Roof Replacement Projects at the Barnstable High School and Barnstable Intermediate School (Refer to Public Hearing 05/14/2026)	10-11
2026-168	Appropriation Order in the amount of \$320,000 for the purpose of funding outside counsel expenses of the Legal Department (Refer to Public Hearing 05/14/2026)	12-13
2026-169	Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Seashore Homes, Inc. for sixteen (16) new market rate residential rental units and two (2) affordable rental units located at 83 Main Street, Hyannis, MA (Refer to Second Reading 05/14/2026)	14-26

Please Note: The lists of matters are those reasonably anticipated by the Council President which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may be discussed to the extent permitted by law. It is possible that if it votes, the Council may go into executive session. The Council may also act on items in an order other than as they appear on this agenda. Persons interested are advised that in the event any matter taken up at the meeting remains unfinished at the close of the meeting, it may be continued to a future meeting, and with proper notice.

A. OLD BUSINESS (Public Hearing) (Roll Call Majority Full Council)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-164
INTRO: 04/16/2026, 04/30/2026**

2026-164 APPROPRIATION ORDER IN THE AMOUNT OF \$400,000 FOR THE HYANNIS WEST ELEMENTARY SCHOOL HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) DESIGN PROJECT

ORDERED: That the amount of **\$400,000** be appropriated from the General Fund reserves for the Hyannis West Elementary School Heating, Ventilation, and Air Conditioning (HVAC) Design Project, including the payment of costs incidental or related thereto, and that the School Committee is authorized to contract for and expend the funds made available for these purposes and be authorized to accept any gifts or grants in relation thereto.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
<u>04/16/2026</u>	<u>Refer to Public Hearing 04/30/2026</u>

- _____ Read Item
- _____ Motion to Open Public Hearing
- _____ Rationale
- _____ Public Hearing
- _____ Close Public Hearing
- _____ Council Discussion
- _____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-164

INTRO: 04/16/2026, 04/30/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Sara Ahern, Superintendent of Schools
DATE: April 16, 2026
SUBJECT: Appropriation Order in the amount of **\$400,000** for the Hyannis West Elementary School Heating, Ventilation, and Air Conditioning (HVAC) Design Project

BACKGROUND: The Hyannis West Elementary School's HVAC system has been failing and there are concerns of complete imminent failure of the system. To address this, we are seeking a design appropriation outside of the normal capital improvement request process to expediate the completion of this project.

These funds would be used to pay for the associated design costs, after which, a construction appropriation request would be made to the Town.

On March 18, 2026, the School Committee voted in favor of recommending this appropriation.

FISCAL IMPACT: This appropriation will be funded from the School Department's share of the General Fund reserves. The current balance in the School Department's savings account is \$11,230,411. Construction costs are estimated to be approximately \$5 million.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations, Doug Boulanger, Director of School Facilities

A. OLD BUSINESS (Public Hearing) (Roll Call Majority Full Council)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-165
INTRO: 04/16/2026, 04/30/2026**

2026-165 APPROPRIATION ORDER IN THE AMOUNT OF \$200,000 FOR THE BARNSTABLE UNITED ELEMENTARY SCHOOL PIPE WRAPPING PROJECT

ORDERED: That the amount of **\$200,000** be appropriated from the General Fund Reserves for the Barnstable United Elementary Pipe Wrapping Project, including the payment of costs incidental or related thereto, and that the School Committee is authorized to contract for and expend the funds made available for these purposes and be authorized to accept any gifts or grants in relation thereto.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
<u>04/16/2026</u>	<u>Refer to Public Hearing 04/30/2026</u>

- _____ Read Item
- _____ Motion to Open Public Hearing
- _____ Rationale
- _____ Public Hearing
- _____ Close Public Hearing
- _____ Council Discussion
- _____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-165

INTRO: 04/16/2026, 04/30/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Sara Ahern, Superintendent of Schools
DATE: April 16, 2026
SUBJECT: Appropriation order in the amount of **\$200,000** for the Barnstable United Elementary School Pipe Wrapping Project

BACKGROUND: The Barnstable United School's HVAC system needs replacement and was submitted as a capital improvement request this year. Upon receiving cost estimates, it was determined that funds were not available this cycle and the School Department, in conjunction with the Finance Department, postponed this project while reassessing the best strategy to complete this project.

While the best path forward is determined, the Director of School Facilities has determined that wrapping the HVAC pipes is a critical interim step in order to reduce condensation and prevent mold growth, which has plagued this school in the past.

On March 18, 2026, the School Committee voted in favor of recommending this appropriation.

FISCAL IMPACT: This appropriation will be funded from the School Department's share of the General Fund Reserves. The current balance in the School Department's savings account is \$11,230,411.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations;
Doug Boulanger, Director, School Facilities

B. NEW BUSINESS (May be acted upon) (Majority Vote)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-166
INTRO: 04/30/2026**

2026-166 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FISCAL YEAR 2026 AND 2027 GRANT FROM THE COMMONWEALTH OF MASSACHUSETTS FEDERAL FUNDS AND INFRASTRUCTURE OFFICE IN THE AMOUNT OF \$75,000 FOR THE UPPER MARSTONS MILLS FISH PASSAGE IMPROVEMENT PROJECT

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Fiscal Year 2026 and 2027 Grant from the Commonwealth of Massachusetts Federal Funds and Infrastructure Office in the amount of **\$75,000** for the purpose of offsetting permitting costs for the Upper Marstons Mills Fish Passage Improvement Project.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- Read Item
- Rational
- Council Discussion
- Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-166
INTRO: 04/30/2026

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Daniel W. Santos, Director, Department of Public Works
DATE: April 30, 2026
SUBJECT: Authorization to contract for and expend a Fiscal Year 2026 and 2027 Grant from the Commonwealth of Massachusetts Federal Funds and Infrastructure Office in the amount of **\$75,000** for the Upper Marstons Mills Fish Passage Improvement Project

BACKGROUND: The Commonwealth of Massachusetts Federal Funds and Infrastructure Office (FFIO) administers a competitive grant program designed for the Commonwealth's municipalities and tribes to provide technical assistance that advances or supports projects that include but are not limited to infrastructure, climate, housing, and economic development projects. The Town of Barnstable was awarded \$75,000 towards the permitting costs associated with the Upper Marstons Mills Fish Passage Improvement Project so that the Town's funds can be used to further advance the project in different capacities.

ANALYSIS: The scope of the Project to be funded under the Executive Office of Administration and Finance to the Town of Barnstable is for costs associated with restoration of the historic fish route in the upper portion of the Marstons Mills River with the goal of improving the hydrologic, ecologic, and geomorphic function of the historic channel and may be used to pay for permitting for the additional construction costs and potential land acquisition from the cranberry bog owner, if required. The Town is required to submit detailed records of all activities associated with the project, and to submit copies of all permits and approvals, invoices, and a certificate of project completion.

FISCAL IMPACT: This grant is a reimbursement grant in the amount of \$75,000. The Town must expend and request reimbursement of the costs. Ten thousand dollars of the grant funds must be expended by June 30, 2026, and the remaining \$65,000 must be expended prior to June 30, 2027.

STAFF ASSISTANCE: Daniel W. Santos, Director, Department of Public Works

B. NEW BUSINESS (Refer to Public Hearing 05/14/2026)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-167
INTRO: 04/30/2026**

2026-167 APPROPRIATION AND LOAN ORDER IN THE AMOUNT OF \$786,488 FOR A FEASIBILITY STUDY AND SCHEMATIC DESIGN AND ASSOCIATED PROJECT MANAGEMENT FOR THE ROOF REPLACEMENT PROJECTS AT THE BARNSTABLE HIGH SCHOOL AND BARNSTABLE INTERMEDIATE SCHOOL

ORDERED: That the amount of **\$786,488** be appropriated for the purpose of paying feasibility study and schematic design costs and associated project management for the potential roof replacement projects at the Barnstable High School (**\$588,874**), located at 744 West Main Street, Hyannis, MA, and the Barnstable Intermediate School (**\$197,614**), located at 895 Falmouth Road, Hyannis, MA, including the payment of all costs incidental or related thereto (the “Projects”), which proposed repair Projects would materially extend the useful life of the schools and preserve assets that otherwise are capable of supporting the required educational programs, and for which the Town of Barnstable, through the Barnstable School Committee, has applied for grants from the Massachusetts School Building Authority (“MSBA”), said amount to be expended under the direction of the Barnstable School Committee. To meet this appropriation the Town Treasurer, with the approval of the Town Council, is authorized to borrow **\$786,488** under and pursuant to M.G.L. Chapter 44, Section 7 or 8, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor. The Town of Barnstable acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA’s Board of Directors votes to invite the Town to collaborate with the MSBA on the proposed repair Projects, any project costs the Town of Barnstable incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the Town of Barnstable; and that, if invited to collaborate with the MSBA on the proposed repair Projects, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement(s) that may be executed between the Town of Barnstable, through the Barnstable School Committee, and the MSBA. It is further Ordered that the appropriation and loan order under Town Council agenda item 2026-068 for **\$350,000** for the purpose of paying feasibility study and schematic design costs and associated project management for the potential roof replacement project at the Barnstable High School, located at 744 West Main Street, Hyannis, MA, be rescinded, and the appropriation and loan order under Town Council agenda item 2026-069 for **\$350,000** for the purpose of paying feasibility study and schematic design costs and associated project management for the potential roof replacement project at the Barnstable Intermediate School, located at 895 Falmouth Road, Hyannis, MA, be rescinded.

SPONSOR: Mark S. Ells, Town Manager, at the request of the School Committee

DATE ACTION TAKEN

- ___ Read Item
- ___ Motion to Open Public Hearing
- ___ Rationale
- ___ Public Hearing
- ___ Close Public Hearing
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-167
INTRO: 04/30/2026

SUMMARY

TO: Town Council
FROM: Chris Dwelley, Deputy Finance Director for School Operations/ School Committee Members
THROUGH: Town Manager Mark Ells and Superintendent Sara Ahern
DATE: April 30, 2026
SUBJECT: Appropriation and Loan Order in the amount of **\$786,488** for a feasibility study and schematic design and associated project management for the Roof Replacement Projects at the Barnstable High School and Barnstable Intermediate School

BACKGROUND: The Town of Barnstable has been invited to participate in the Massachusetts School Building Authority's (MSBA) Accelerated Repair Program to replace the roof of Barnstable High School and Barnstable Intermediate School. The Town Council, in conjunction with the School Committee, voted in November 2025 to appropriate \$700,000 to begin this process.

Since that appropriation vote, the MSBA and the Town have finalized Project Manager and Designer Selection. The total contract cost for both efforts came to \$786,488, necessitating a request for an additional \$86,488. Along with requesting additional funds, this request rescinds the original appropriations and combines them into a single appropriation.

FINANCIAL IMPACT: The financial impact associated with this vote is \$86,488. There is no further financial impact expected with this phase of the project. The MSBA reimburses districts for project management and schematic design costs at an estimated rate of 35%.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, requests favorable action by the Town Council.

STAFF ASSISTANCE: Chris Dwelley, Deputy Finance Director for School Operations, Doug Boulanger, Director of School Facilities

B. NEW BUSINESS (Refer to Public Hearing 05/14/2026)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-168
INTRO: 04/30/2026**

**2026-168 APPROPRIATION ORDER IN THE AMOUNT OF \$320,000 FOR THE
PURPOSE OF FUNDING OUTSIDE COUNSEL EXPENSES OF THE LEGAL
DEPARTMENT**

ORDERED: That the amount of **\$320,000** be appropriated from the General Fund Reserves for the purpose of paying operating expenses of the Legal Department for the services of the law firm of Anderson & Kreiger LLP, which is serving as outside counsel to the Town with respect to the lawsuit filed against the Town in July 2024 by the Conservation Law Foundation (CLF), as amended to add certain claims under state law.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
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_____	_____
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_____	_____
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- ___ Read Item
- ___ Motion to Open Public Hearing
- ___ Rationale
- ___ Public Hearing
- ___ Close Public Hearing
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-168
INTRO: 04/30/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Karen L. Nober, Town Attorney
DATE: April 30, 2026
SUBJECT: Appropriation Order in the amount of **\$320,000** for the purpose of funding outside counsel expenses of the Legal Department

BACKGROUND: In February 2021, the Conservation Law Foundation (“CLF”) filed a lawsuit against the Town of Barnstable alleging violation of the federal Clean Water Act for operating the Town’s wastewater treatment facility without obtaining a National Pollutant Discharge Elimination System permit for discharges from the facility. In October 2021, the Town filed a motion to dismiss the Clean Water Act lawsuit, and in July 2022, U.S. District Court Judge Burroughs granted the Town’s motion and issued an Order of Dismissal. CLF then filed a motion for reconsideration, which Judge Burroughs denied in January 2023. However, she amended her Order of Dismissal to be a dismissal without prejudice, meaning that CLF could file a new lawsuit against the Town.

In February 2023, CLF sent the Town a new Notice of Intent to Sue, and in July 2024, CLF filed a new suit in federal district court against the Town for alleged violations of the Clean Water Act. The Town filed a motion to dismiss, and on June 5, 2025, the Town’s motion was granted in part and denied in part. On July 31, 2025, Judge Burroughs denied the Town’s motion for an interlocutory appeal, and the lawsuit is now in the discovery phase. On November 6, 2025, CLF sent the Town a Notice of Intent to Sue for environmental claims under state law. On February 19, 2026, Judge Burroughs approved CLF’s motion to amend its complaint to add the state law claims.

The funding in this requested appropriation order, in addition to funds remaining from the most recent appropriation approved at the end of December 2025, would be used to continue to pay the costs of this litigation through September 2026, which is when expert discovery ends under the current schedule. Fact discovery, and particularly depositions, will be intensive in April and May. Fact discovery currently has a May 22, 2026 deadline, but it is possible that deadline may be extended. Once that is complete, the expert discovery process will begin.

FISCAL IMPACT: With respect to its federal claims, CLF is seeking to shut down the Town’s wastewater treatment facility and is seeking more than \$100 million in civil penalties. With respect to its state law claims, CLF is seeking to accelerate the implementation of the Town’s Wastewater Comprehensive Management Plan. The relief and penalties sought by CLF under the Clean Water Act and under its state law claims would have a potentially substantial financial impact on the Town, and it is therefore critically important that the Town continue to have the benefit of representation by counsel with significant experience and expertise in these types of matters as well as guidance from technical experts.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, recommends approval of this item.

B. NEW BUSINESS (Refer to Second Reading 05/14/2026)

BARNSTABLE TOWN COUNCIL

**ITEM# 2026-169
INTRO: 04/30/2026**

2026-169 AUTHORIZATION OF A HOUSING DEVELOPMENT INCENTIVE PROGRAM TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE TOWN OF BARNSTABLE AND SEASHORE HOMES, INC. FOR SIXTEEN (16) NEW MARKET RATE RESIDENTIAL RENTAL UNITS AND TWO (2) AFFORDABLE RENTAL UNITS LOCATED AT 83 MAIN STREET, HYANNIS, MA

ORDERED: That the Town Council hereby authorizes a Tax Increment Exemption (TIE) Agreement between the Town of Barnstable and Seashore Homes, Inc. pursuant to the Housing Development Incentive Program, M.G.L. c. 40V, and the regulations promulgated thereunder at 760 CMR 66.00, for the development of sixteen (16) new market rate residential rental units and two (2) deed-restricted affordable rental units located at 83 Main Street, Hyannis, substantially in the form presented to the Town Council at this meeting, and further authorizes the Town Manager to execute said TIE Agreement, with any additional minor non-material edits approved by the Town Attorney’s Office, and submit it to the Massachusetts Executive Office of Housing and Livable Communities for approval.

SPONSOR: Town Council Tax Increment Financing and Tax Increment Exemption Advisory Committee: Councilor John R. Crow, Precinct 5; Councilor Charles R. Bloom, Precinct 9; Councilor Barry Sheingold, Precinct 12

DATE	ACTION TAKEN
_____	_____
_____	_____

- _____ Read Item
- _____ Rationale
- _____ Council Discussion
- _____ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2026-169
INTRO: 04/30/2026

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James Kupfer, Director, Planning & Development
DATE: April 13, 2026
SUBJECT: Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Seashore Homes, Inc. for sixteen (16) new market rate residential rental units and two (2) affordable rental units located at 83 Main Street, Hyannis, MA

RATIONALE: The Tax Increment Financing and Tax Increment Exemption Advisory Committee of the Town Council recommends approval of the Housing Development Incentive Program Tax Increment Exemption request from developer Seashore Homes for the property located at 83 Main Street, Hyannis. The project will create sixteen (16) market rate units, and two (2) deed restricted affordable unit for a total of ten (18) units.

In January 2018, the Town Council approved the proposed Downtown Hyannis HD Zone and Plan and in March 2018 the Town received approval of its Zone from the Department of Housing and Community Development (now EOHLC). Approval of this Zone allows the Town to enter into Tax Increment Exemption Agreements with property owners within the Zone.

The goals of the Housing Development Incentive Program, which authorizes Tax Increment Exemption Agreements, are to increase residential growth, expand diversity of housing supply, support economic development and promote neighborhood stabilization.

The Housing Development Program (HDIP) staff review committee, and the Town Council Tax Incentive Committee reviewed the application from Seashore Homes and found it to be complete and that the development meets the objectives of the HDIP Plan including increasing residential stock and diversity of housing choice. The Operating Pro Forma is reasonable and in line with industry standards. Based on limited availability of comparable development in the HDIP Zone, the proposed rents, at \$2,300 per month for a 2-bedroom unit and \$1,800 per month for a 1-bedroom, are priced consistently lower than prevailing rents. The development will have a positive impact on housing supply and, in turn, support economic development.

The TIE Agreement is a contract between the property owner and the municipality which sets forth the amount of tax exemption and the duration of the benefits. The Tax Increment Financing and Tax Increment Exemption Advisory Committee recommends a 80% Tax Exemption for years 1-5, 50% Tax Exemption for years 6-10 on increased value of the market rate units estimated to be \$2,876,722.00.

If approved by the Town, this project and TIE Agreement must also be approved by the State Executive Office of Housing and Livable Communities.

FISCAL IMPACT: The estimated assessed value of the property when developed as proposed is \$3,565,222 resulting in an estimated increase of \$2,876,722 in assessed value subject to TIE. As

proposed, the total estimated value of the TIE is \$144,638.25. This includes an estimated \$140,425.48 in property tax savings and \$4,212.76 in Community Preservation Tax savings for the developer. By approving the TIE Agreement, the Town agrees to forgo this estimated tax revenue over 10 years in exchange for the redevelopment of this property that creates sixteen (16) new year-round Market Rate rental housing units and two (2) affordable unit deed restricted to 65% Area Median Income.

STAFF ASSISTANCE: Mark Milne, Finance Director; John Curran, Director of Assessing; Corey Pacheco, Senior Planner, Planning and Development; Arden Cadrin, Consultant.

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

Between
Town of Barnstable
and
Seashore Homes, Inc.

This AGREEMENT is made this ____ day of ____, 20____ by and between the Town of Barnstable (“Municipality”) and Seashore Homes, Inc. a Massachusetts Corporation with an address at 10 Embassy Lane, Yarmouthport, MA 02675

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 – Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- EOHLC: Executive Office of Housing and Livable Communities.
- DHCD: Department of Housing and Community Development.
- Event of Default: An “Event of Default” as defined in Section 5 below.
- Final Certification: Determination by EOHLC that the Sponsor has completed the new construction or substantial rehabilitation of the Property, consistent with the New Construction or Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HD Project: A Certified Housing Development Project as defined in the Act and the Regulations.
- HD Zone: The Housing Development Zone adopted by the Town of Barnstable on January 18, 2018 and approved by EOHLC (formerly DHCD) as evidenced by a Certificate of Approval dated March 9, 2018, and recorded in the Barnstable County Registry of Deeds on February 20, 2020, in Book 32703, Page 1, as amended on January 21, 2021, and approved by EOHLC as evidenced by a Certificate of Approval dated March 2, 2021 and recorded in the Barnstable County Registry of Deeds in Book 36252, Page 251.

Lead Municipality: Town of Barnstable

MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.

Property: 83 Main Street, Hyannis, MA as shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property".

Regulations: 760 CMR 66.00.

New Construction or Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3)(a) and approved by EOHLIC.

Sponsor: Seashore Homes, Inc. a Massachusetts corporation, with a principal office located at 10 Embassy Lane, Yarmouth Port, MA02675, its successors and assigns.

Section 3 – Sponsor’s Covenants

A. New Construction or Substantial Rehabilitation of the Property. Sponsor will undertake the new construction or substantial rehabilitation of the Property in accordance with the work and schedule set forth in the New Construction or Rehabilitation Plans.

B. Market Rate Residential Units.

1) There shall be a total of 18 residential rental units created in the Project of which 16 shall be MRRUs comprised of 8 one bedroom 1 bath and 10 two bedroom 1 ½ bath residential rental units. The monthly rent for such units shall be priced- consistently with prevailing rents or sale prices in the Municipality as determined based on criteria established by the Department, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan".

2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 20 years.

C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent with the strategies, implementation plan and affirmative fair housing efforts set out in the New Construction or Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to EOHLIC for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. Consistent with 760 CMR 66.06(c), the Base Value is \$688,500 and equal to the assessed value (or aggregate thereof) of the parcel(s) that comprise the property as of the fiscal year in which a HD Tax Increment Exemption Agreement is executed by the Sponsor and the Municipality with respect to the parcel or parcels, as the case may be, and prior to the start of any new construction or Substantial Rehabilitation activities, including demolition, minus the assessed value attributable to any portion of the property that was assessed as other than residential in the applicable fiscal year and remains non-residential after

completion of new construction or Substantial Rehabilitation.

B. MRRU Percentage. 88.89 % per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1: 80% Years 1-5, 50 % Years 6-10

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a "Tax Increment Exemption – Confirmation of Calculation" in the form attached as Exhibit 4 ("TIE Confirmation"). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 – Default

A. Event of Default. An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

1) Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2) Breach of Covenant Subsequent to Final Certification. Sponsor's conduct is materially at variance with the representations made in its New Construction or Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3) Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1) Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

- 2) Subsequent to Final Certification. Upon the occurrence of an Event of Default subsequent to Final Certification, then:
- a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that EOHLC revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which EOHLC determines that a material variance commenced.
 - b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.
 - c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.
- 3) Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to EOHLC and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 – Miscellaneous

- A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following EOHLC's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations. The Effective Date shall be confirmed as required under Section 4.F above.
- B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.
- C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:
- 1) Until Completion, the status of construction in relation to the schedule contained in the New Construction or Rehabilitation Plan;
 - 2) Until Completion, the status of marketing in relation to the New Construction or Rehabilitation Plans; and
 - 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.
- D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.
- E. Notices. In conjunction with concurrent electronic submission as provided for below or, if reasonable efforts can determine that such information is no longer current, otherwise reasonably obtainable and verifiable electronic contact information, any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and, unless general measures for electronic receipt as a substitute are in place at such time or can otherwise be reasonably assumed due to publicized or immediately foreseeable remote working conditions, shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1) Municipality: Town Manager
Town of Barnstable, 367 Main Street, Hyannis, MA 02601

Email: mark.ells@town.barnstable.ma.us

2) Sponsor: Seashore Homes, Inc. , 10 Embassy Lane, Yarmouth Port, MA 02675

Email: deb@seashorehomescapecod.com

3) Copy to EOHLC: All such notices shall be copied to EOHLC at:

HDIP Program Coordinator
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
eohlchdip@mass.gov

4) Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its Town Manager, Mark Ells as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

Town of Barnstable

Seashore Homes Inc.

By: Mark S. Ells, Town Manager.

By: Deborah A. Mason President

By:

By:

EXHIBIT 1

MAP OF PROPERTY

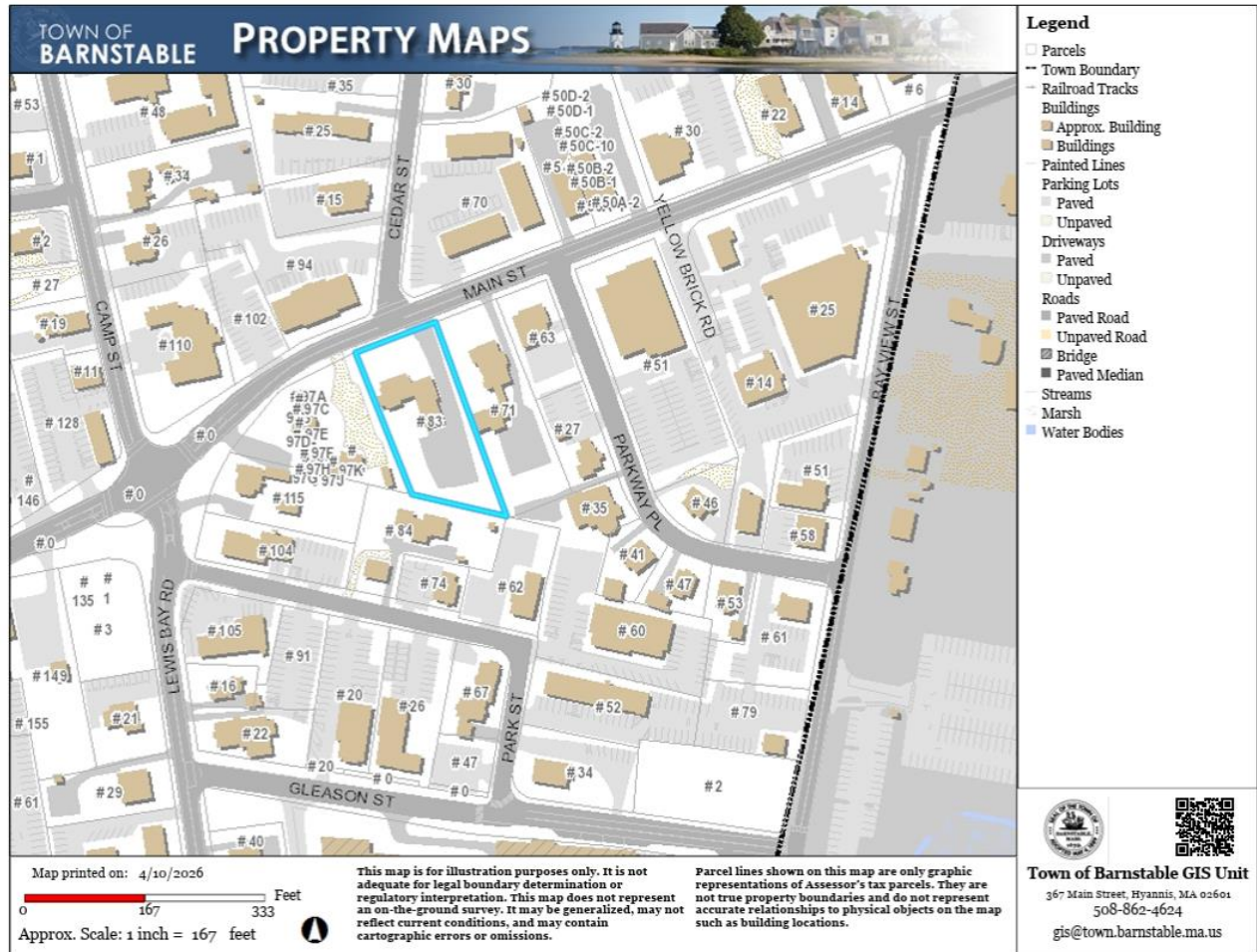


EXHIBIT 2

DESCRIPTION OF PROPERTY

Bk 37291 Pg9 #46170
11-07-2025 @ 10:57a

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

QUITCLAIM DEED

PROPERTY ADDRESS: 83 MAIN STREET, HYANNIS MA 02601

I, ERIN C. AIKEN, SUCCESSOR TRUSTEE of the A.P.B. REALTY TRUST under a Declaration of Trust dated May 25, 1983, and recorded with the Barnstable County Registry of Deeds in Book 3764, Page 301 (the "Trust"), see Appointment of Successor Trustee dated September 10, 2025 and Resignation of Steven L. Aiken, the original Trustee, dated September 10, 2025 recorded herewith, of Hyannis, MA 02601,

For consideration paid of ONE MILLION and 00/100 DOLLARS (\$1,000,000.00).

Grant to SEASHORE HOMES, INC, a Massachusetts business corporation with an address of 10 Embassy Lane, Yarmouth Port, MA 02675,

With QUITCLAIM COVENANTS,

The land together with the buildings contained thereon, situated in that part of the Town of Barnstable, Barnstable County, Massachusetts known as Hyannis, and located on the Southerly side of Main Street, and now numbered 83 Main Street, being more particularly bounded and described as follows, viz:

- NORTHERLY by said Main Street, there measuring one hundred fifteen (115) feet;
- EASTERLY by land now or formerly of Marston Woodbury and Lillian W. Woodbury, there measuring two hundred eighty-four (284) feet;
- SOUTHERLY by land now or formerly of Frank P. Hallett, there measuring one hundred forty-four (144) feet; and
- WESTERLY by land now or formerly of Eliza B. Homer, there measuring two hundred five (205) feet.

Containing 28,400 square feet of land, be any and all of said measurements, more or less.

For title, see Deed recorded with the Barnstable Registry of Deeds in Book 3764, Page 306.

MASSACHUSETTS STATE RECORD TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 11-07-2025 @ 10:57am
Clk#: 167 Doc#: 46170
Fee: \$3,400.00 Comm: \$1,000,000.00

BARNSTABLE COUNTY RECORD TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 11-07-2025 @ 10:57am
Clk#: 167 Doc#: 46170
Fee: \$3,400.00 Comm: \$1,000,000.00

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial
Monthly Rent(s)*: one bedroom - \$1800
 two bedroom - \$2300

*units shall be priced in compliance with DHCD’s HDIP Guidelines and 760 CMR 66.04(2)(f)

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

[FORM TO REMAIN BLANK UNTIL PROJECT COMPLETED AND ELIGIBLE FOR FINAL CERTIFICATION]

In connection with the Tax Increment Exemption Agreement dated _____, 20____ by and between the MUNICIPALITY, and _____, a STATE FORM OF ORGANIZATION with an address at _____, with respect to the property at _____ (the “Agreement”), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is: _____
2. The MRRU Percentage is: _____
3. The assessed value of the residential portion of the Property upon Completion is: _____

To the extent that the dates or figures in this “Tax Increment Exemption – Confirmation of Calculation” differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

MUNICIPALITYSPONSOR

By: [CHIEF EXECUTIVE OFFICER]
Its:

By:

Dated: _____