



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@town.barnstable.ma.us
TOWN COUNCIL MEETING AGENDA

Original posted at
1:00pm on 11/
15/25. Updated
on 11/15/24 to
correct Item 2024-
058 by correcting
the date to
10/19/23 in
Rationale

November 21, 2024

6:00 pm

Councilors:

Felicia Penn
President
Precinct 13

Craig Tamash
Vice President
Precinct 4

Gordon Starr
Precinct 1

Dr. Kristin Terkelsen
Precinct 2

Betty Ludtke
Precinct 3

John Crow
Precinct 5

Paul C. Neary
Precinct 6

Seth Burdick
Precinct 7

Jeffrey Mendes
Precinct 8

Charles Bloom
Precinct 9

Matthew P. Levesque
Precinct 10

Kris Clark
Precinct 11

Paula Schnepf
Precinct 12

Administrator:
Cynthia A. Lovell
Cynthia.lovell@town.barnstable.ma.us

The November 21, 2024, 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:
<http://streaming85.townofbarnstable.us/CablecastPublicSite/watch/1?channel=1>

2. Written Comments may be submitted to: <https://tobweb.town.barnstable.ma.us/boardscommittees/towncouncil/TownCouncil/Agenda-Comment.asp>

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/86138124569> Meeting ID: 861 3812 4569
US Toll-free 1-888- 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: November 07, 2024

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

- Update from Bob Schulte, Chair, Committee to Review and Assess Zoning and Review the Town's Use of Regulatory Agreements
- Update from Rick Presbrey, Chair, Committee to Assess and Recommend Strategies for Housing Creation Within the Town
- Update from Councilor Kris Clark, Chair, Committee to Review Town Council Rules and Town Code

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 since a discussion in open session may have a detrimental effect on the negotiating position of the Town and Town Council. Identifying the property in question would compromise the purpose for which this Executive Session is being held, and therefore that information is being withheld.

10. ADJOURNMENT

NEXT REGULAR MEETING: December 05, 2024

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2025-046	Appointments to a Board/Committee/Commission: Comprehensive Financial Advisory Committee: Chris King, as a regular member to a term expiring 06/30/2026; Housing Committee: Chris Beach, as a regular member to a term expiring 06/30/2025; Mid Cape Cultural Council: Rachel Jones, as a regular member to a term expiring 12/31/2026; Shellfish Committee: Timothy Hamel, as a commercial permitted member to a term expiring 06/30/2026; Zoning Board of Appeals: Natalie Pittinger, as an associate member to a term expiring 06/30/2026 (May be acted upon) (Majority Vote)	7
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B. NEW BUSINESS		
2025-048	Appointments to a Board/Committee/Commission: Registrar of Voters: Thomas Chartrand, 320 Stevens St, Hyannis, MA 02601 (First Reading) (Refer to Second Reading 12/05/2024)	13
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2025-052	Authorization to contract for and expend a Fiscal Year 2025 Cultural District Grant in the amount of \$15,000 from the Massachusetts Cultural Council’s Cultural District Investment Grant Program for the Hyannis HyArts Cultural District (May be acted upon) (Majority Vote)	21-22
2025-053	Authorization to contract for and expend a Fiscal Year 2025 Cultural District Investment Grant in the amount of \$15,000 from the Massachusetts Cultural Council’s Cultural District Investment Grant Program for the Barnstable Village Cultural District (May be acted upon) (Majority Vote)	23-24
2025-054	Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Crocker Street Holding, LLC for eight (8) new Market Rate Residential Rental Units located at located at 24 and 30 Crocker Street, Hyannis (First Reading) (Refer to Second Reading 12/05/2024)	25-37
2025-055	Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Spartan Cleaners Realty, LLC for 41 new Market Rate Residential Rental Units located at located at 242 Barnstable Road, Hyannis (First Reading) (Refer to Second Reading 12/05/2024)	38-51

- 2025-056 Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Hyannis Harbor, LLC for 85 new Market Rate Residential Rental Units located at located at 201 Main Street, Hyannis **(First Reading) (Refer to Second Reading 12/05/2024)** 52-66

- 2025-057 Resolve that the Town petition the County Commissioners of Barnstable County to formally discontinue two sections of county highway that together comprise a portion of Osterville-West Barnstable Road in Marstons Mills and Osterville village extending from just north of the Flint Street intersection southerly to South County Road **(May be acted upon) (Majority Vote)** 67-69

- 2025-058 Resolve that the Town petition the County Commissioners of Barnstable County to formally discontinue two sections of county highway that together comprise the entire length of Bumps River Road and a portion of Park Avenue, including at its the intersection with Old Stage Road and Main Street, in Marstons Mills, Osterville and Centerville Villages **(May be acted upon) (Majority Vote)**. 70-72

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# 2025-038
INTRO: 11/07/2024, 11/21/2024

2025-038 APPROPRIATION ORDER IN THE AMOUNT OF \$65,381 FOR THE BARNSTABLE POLICE DEPARTMENT FISCAL YEAR 2025 OPERATING EXPENSE BUDGET FOR THE PURPOSE OF FUNDING THE COSTS ASSOCIATED WITH THE HIRING OF 5 PATROL OFFICERS

ORDERED: That the amount of **\$65,381** be appropriated and added to the Fiscal Year 2025 Police Department Operating Expense Budget for the purpose of funding the initial expenses related to hiring five new police officers including training, uniforms, assessments, ammunition and equipment purchases, and that the Town Manager is authorized to contract for and expend the appropriation made available for these purposes.

DATE	ACTION TAKEN
<u>11/07/2024</u>	<u>Refer to Public Hearing 11/21/2024</u>

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-038

INTRO: 11/07/2024, 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
DATE: November 07, 2024
SUBJECT: Appropriation Order in the amount of **\$65,381** for the Barnstable Police Department Fiscal Year 2025 Operating Expense Budget for the purpose of funding the costs associated with the hiring of 5 patrol officers

BACKGROUND: The Police Department has 4 patrol officer recruits who will be starting at the East Falmouth Police Academy on December 9, 2024, and we also have one recruit in the current Plymouth Academy. At the time of the preparation and finalization of the Fiscal Year 2025 Budget, the Police Department did not have confirmation on the number of vacancies that could be filled nor knowledge of the availability of police academy seats. The costs associated with the hiring of 5 police officers to fill current vacancies, including the costs to complete the hiring process (medical & psychological) for 4 of the recruits and to outfit the 5th recruit currently in the academy, requires a supplemental appropriation to the Police Department's Fiscal Year 2025 budget as follows:

Academy Bound New Hires

Training (5)	\$ 16,000
Uniform (5)	\$ 21,508
Equipment (5)	\$ 8,905
Ammunition (5)	\$ 9,552
Firearm (5)	\$ 3,000

Medical & Psychological Assessments

Medical for Recruits (4)	\$ 4,616
Psych Assessments (4)	\$ 1,800

TOTAL Fiscal Year 2025 Supplemental Budget Request – New Hires \$65,381

ANALYSIS: This appropriation request totals \$65,381 and is comprised of several parts: 1) pre-employment requirements including medical exams and psychological assessments; 2) academy tuition; 3) ammunition 4) equipment; and 5) uniform. The items listed above will need to be funded in Fiscal Year 2025 in order to complete the hiring components required by the East Falmouth Police Academy and enough ordering time for the remaining equipment and uniforms.

FISCAL IMPACT: The appropriation will be provided from the General Fund reserves which were recently certified by the State Department of Revenue at \$30,900,988.

TOWN MANAGER RECOMMENDATION: Mark S. Ells, Town Manager, recommends approval of this supplemental appropriation request.

STAFF ASSISTANCE: Jean B. Challies, Chief of Police; Anne Spillane, Finance and Support Services Director

A. OLD BUSINESS (May be acted upon) (Majority Vote)

BARNSTABLE TOWN COUNCIL

ITEM# 2025-046
INTRO: 11/07/2024, 11/21/2024

2025-046 APPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION

RESOLVED: That the Town Council appoints the following individuals to a multiple-member Board/Committee/Commission: Appointments to a Board/Committee/Commission: **Comprehensive Financial Advisory Committee:** Chris King, as a regular member to a term expiring 06/30/2026; **Housing Committee:** Chris Beach, as a regular member to a term expiring 06/30/2025; **Mid Cape Cultural Council:** Rachel Jones, as a regular member to a term expiring 12/31/2026; **Shellfish Committee:** Timothy Hamel, as a commercial permitted member to a term expiring 06/30/2026; **Zoning Board of Appeals:** Natalie Pittinger, as an associate member to a term expiring 06/30/2026

SPONSORS: Appointments Committee Members: Councilor Jeffrey Mendes, Chair; Councilor Kris Clark, Vice Chair; Councilor Kristin Terkelsen; Councilor Charles Bloom; and Councilor Seth Burdick

DATE	ACTION TAKEN
<u>11/07/2024</u>	<u>Refer to Second Reading 11/21/2024</u>

- ___ Read Item
- ___ Rationale
- ___ Council discussion
- ___ Vote

A. OLD BUSINESS (Public Hearing) (Majority Vote)

BARNSTABLE TOWN COUNCIL

ITEM# 2025-047
INTRO: 11/07/2024, 11/21/2024

2025-047 VOTE ON THE MERITS OF A CITIZENS' PETITION REQUESTING THAT THE TOWN COUNCIL VOTE TO REVOKE AND RESCIND THE ACTION TAKEN IN EXECUTIVE SESSION ON JUNE 13, 2024, APPROVING THE TERMS AND EXECUTION OF A CERTAIN "SIDE AGREEMENT"

RESOLVED: That the Town Council does hereby vote to find that the citizens' petition submitted to it on August 22, 2024, requesting that the Town Council vote to "revoke and rescind the action taken in Executive Session on June 13, 2024 wherein the council, by a vote of 7-5, approved the terms and execution of a certain "Side Agreement", and to place that proposal on the council's agenda for consideration in open, public meetings of the Town Council", has merit.

SPONSOR: Felicia Penn, Town Council President

DATE	ACTION TAKEN
<u>11/07/2024</u>	<u>Refer to Public Hearing 07/21/2024</u>

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-047

INTRO: 11/07/2024, 11/21/2024

SUMMARY

TO: Town Council
FROM: Karen Nober, Town Attorney
DATE: November 07, 2024
SUBJECT: Citizens' Petition requesting that the Town Council vote to revoke and rescind the action taken in Executive Session on June 13, 2024, approving the terms and execution of a 'side agreement' and to place that proposal on the Council's agenda for consideration in open, public meeting of the Town Council.

BACKGROUND: On August 22, 2024, Cliff Carroll and Attorney Ed Kirk submitted to the Town Council a Group Petition pursuant to Section 8-7(b) of the Town Charter, requesting that the Council "vote to revoke and rescind the action taken in Executive Session on June 13, 2024 wherein the council, by a vote of 7-5, approved the terms and execution of a certain 'Side Agreement', and to place that proposal on the council's agenda for consideration in open, public meetings of the Town Council." A copy of that petition is attached.

The Town Clerk has certified that the petition contains the signatures of at least 150 registered voters of the Town, as required by the Charter.

As set forth in the Charter, the action to be taken by the Council is simply a vote on whether the request has merit. It is not a vote to approve the request as written. If the Council concludes that the request has merit, then it will be up to Council leadership and the full Council to consider what, if any, actions it may wish to take. To ensure compliance with the Open Meeting Law, any action by the Council, other than the vote on the merits, should take place at a future Town Council meeting so that it may be properly noticed on that meeting's agenda.

STAFF SUPPORT: Karen Nober, Town Attorney

**TOWN OF BARNSTABLE
NOMINATION/PETITION PAPERS**
CONTACT PHONE # (508) 862-4044

DROP-OFF INFORMATION

CANDIDATE NAME/PETITION #:

Town Charter

OF PAGES REC'D:

9

RECEIVED FROM:

NAME: Cliff Carroll

ADDRESS/EMAIL/PHONE#: 508-685-4567

TIME STAMP:

22 AUG '24 @ 10:50
BARNSTABLE TOWN CLERK

PICK-UP INFORMATION

CANDIDATE NAME/PETITION #:

Town Charter

OF CERTIFIED SIGNATURES:

20 Good signatures

NAME OF PARTY PICKING UP:

ADDRESS/EMAIL/PHONE#:

TIME STAMP:

NOTES:

Q:\ELECTIONS\Nomination Papers\NOMINATION PAPERS RECEIPT SHEET 1.doc

P. O. BOX 393
(508) 429-4800

EDWARD W. KIRK
ATTORNEY AT LAW
WIANNO PLACE
901 MAIN STREET
OSTERVILLE, MASSACHUSETTS 02665-0393

FACSIMILE
(508) 429-4111

Barnstable Town Council
Barnstable Town Hall
Hyannis, Mass. 02601

August 22, 2024

Attn: Town Clerk - Ann Quirk

Re: Town Charter Petition
Pursuant to Section 8-7 (b)

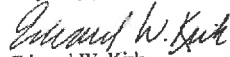
Dear Madam Clerk

Enclosed you will please find PETITION submitted to the Barnstable Town Council pursuant to the provisions of Section 8-7 (b) the Charter of the Town of Barnstable. This petition is submitted on behalf of the individuals whose signatures are set forth on the nine (9) signature sheets submitted herewith.

In addition to the notice and publication process set forth in Section 8 -7 (b) of the Charter, would you or the council please be so kind as to also provide such notice to me at the address listed above, and also at the email address listed below.

If you have any questions relating to this petition, please feel free to contact me.

Very truly yours,


Edward W. Kirk
ed.kirk@verizon.net

ewk/se
w/encl ()

The Commonwealth of Massachusetts

DATE and TIME this paper received by Registrars

PETITION

TOWN OF BARNSTABLE

SUBJECT OR SUBJECTS REQUESTED

Pursuant to the provisions of Section 8-7 (b) of the Town Charter of Barnstable, the undersigned registered voters of the Town of Barnstable request that the Town Council hold a public hearing at the earliest possible date, and at such public hearing, vote: To revoke and rescind the action taken in Executive Session on June 13, 2024 wherein the council, by a vote of 7-5, approved the terms and execution of a certain "Side Agreement", and to place that proposal on the council's agenda for consideration in open, public meetings of the Town Council.

SIGNER INFORMATION

INSTRUCTIONS TO SIGNERS
For your signature to be valid, you must be a registered voter in the town and your signature should be written substantially as registered. Do NOT sign more than one petition for the same subject.
If you are prevented by physical disability from writing, you may authorize some person to write your name and residence in your presence.
If you have NOT moved since January 1 of this year, you need complete only column I and II.
If you HAVE moved since January 1 of this year, you must complete columns I, II and III.

SIGNER'S STATEMENT
We, the undersigned, are qualified voters of the Town of Barnstable and in accordance with the provisions of law, request a special town meeting for the purposes above.

I SIGNATURES to be made in person with a name substantially as registered.	II NOW LIVING AT (Street & number, if any)	III RESIDENCE ON JANUARY 1, 2024 (If different, (Street & number, if any) (City or town))
A.C. Smith P.O. Box	1110 Barnstable St. - Barnstable, MA	

**B. NEW BUSINESS (First Reading) (Refer to Second Reading
12/05/2024)**

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-048
INTRO: 11/21/2024**

2025-048 APPOINTMENTS TO A BOARD/COMMITTEE/COMMISSION

RESOLVED: That the Town Council appoints the following individuals to a multiple-member Board/Committee/Commission: **Registrar of Voters:** Thomas Chartrand, 320 Stevens St, Hyannis, MA 02601

SPONSOR: Ann Quirk, Town Clerk

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-049
INTRO: 11/21/2024**

**2025-049 FISCAL YEAR 2025 SPENDING LIMITATION FOR ASSET MANAGEMENT
REVOLVING FUND**

RESOLVED: That the Town Council hereby authorizes a spending limitation for Fiscal Year 2025 of \$500,000 for the Asset Management Revolving Fund.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-049
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Mark A. Milne, Director of Finance
DATE: November 21, 2024
SUBJECT: Fiscal Year 2025 spending limitation for Asset Management Revolving Fund

BACKGROUND: As part of the annual operating budget approval, the Town Council must set spending limitations for all revolving funds. Establishment and operation of the Town's revolving funds are located under Chapter 86, Article III of the Town's General Ordinances. The Asset Management Fund was added to the list of revolving funds per Town Council Order 2018-136 on May 15, 2018.

During the Fiscal Year 2025 budget approval process, the Asset Management Revolving Fund was removed from the list when authorizing the spending limitations for Fiscal Year 2025 due to outstanding legislative action in regard to the use of proceeds generated from the sale of property acquired by cities and towns through the foreclosure process. Some of the proceeds in the Asset Management Revolving Fund were from the sale of property that the Town had foreclosed on many years ago. Recent legislation passed by the state legislature and signed by the Governor exempts the proceeds residing in the Town's Asset Management Revolving Fund from the new legislation. Therefore, the Town may use these funds for their original intent, which is for the support and promotion of any expenditure related to the Town's comprehensive asset management program.

FISCAL IMPACT: Revolving fund expenditures are subject to the lesser of the spending limit established by the Town Council (\$500,000 as requested) or the balance in the fund (currently \$262,241.33).

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

STAFF ASSISTANCE: Mark A. Milne, Director of Finance

B. NEW BUSINESS (First Reading) (Refer to a Public Hearing on 12/05/2024)

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-050
INTRO: 11/21/2024**

2025-050 ALLOCATION OF TAX LEVY FISCAL YEAR 2025 – TAX FACTOR

RESOLVED: That the Town Council hereby votes to classify the Town of Barnstable under M.G.L. c. 40, § 56 at a Residential Factor of 1 (one) for the Fiscal Year 2025.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-050
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Mark A. Milne, Finance Director
DATE: November 21, 2024
SUBJECT: Allocation of Tax Levy Fiscal Year 2025 – Tax Factor

BACKGROUND: Under Massachusetts General Laws, c. 40, § 56, the Town Council is annually charged with determining the Allocation of Local Property Taxes by the adoption of a Minimum Residential Factor. This tax levy-shifting tool will not change the overall amount of the tax levy to be raised in Fiscal Year 2025; rather it allows the town to shift a portion of the tax levy between classes of property. The residential factor, commonly referred to as the “Split Tax Rate”, allows the Town Council to create separate tax rates; one for residential property owners and a separate one for commercial, industrial, and personal property (CIP) owners. Under a Residential Factor of 1, all property owners would pay taxes at the same rate per \$1,000 of valuation. For Fiscal Year 2025 the single tax rate is \$6.10 (tax levy of \$151,154,000 divided by total valuation of \$24,773,188,549 x \$1,000). The maximum permissible shift would increase the CIP tax rate by 150%, which would result in a CIP tax rate of \$9.15 for Fiscal Year 2025 (\$6.10 x 1.5 = \$9.15). Since 2007, the Town Council’s policy has been to select a Residential Factor of 1.

ANALYSIS: The Minimum Residential Factor is used to make sure the shift of the tax burden complies with the law (M.G.L. c. 58, § 1A). Residential taxpayers must pay at least 65% of their full and fair cash value share of the levy. Commercial/Industrial/Personal Property taxpayers cannot pay more than 150% of their full and fair cash value share of the levy.

If the calculated Minimum Residential Factor is less than 65%, a community cannot make the maximum shift and must use a Commercial/Industrial/Personal Property factor of less than 150%.

Class	Valuation	% Share	Combined RES/OS, CIP
Residential	22,187,815,827	89.5638%	
Open Space	-	0.0000%	89.5638%
Commercial	1,893,583,522	7.6437%	
Industrial	106,279,900	0.4290%	
Personal Property	585,509,300	2.3635%	10.4362%
Total	24,773,188,549	100.0000%	100.0000%

The "Percentage Share" is based on the "Full and Fair Cash Valuation" of each class, which is affected by the level of assessment for each class.

The Maximum Share of Levy for Commercial/Industrial/Personal Property: 150% ÷ 10.4362% = 14.3730% (Max % Share).

This calculation shows the maximum percentage share of the levy allowed for the combined Commercial, Industrial and Personal Property classes (150% of the combined shares.) NOTE: Shift impact is reduced as the Max % Share decreases.

Minimum Share of Levy for Residential: $100\% - 14.3730\%$ (Max CIP % Share) = 85.6270% (Min % Share)

This calculation shows the minimum percentage share of the levy allowed for the Residential class. This is computed by subtracting the Maximum Share for Commercial/Industrial/Personal Property from 100%.

Minimum Residential Factor (MRF): 85.6270% (Min % Share) \div 89.5638% = 95.6045% (Minimum Residential Factor)

This calculates the Minimum Residential Factor: divide the minimum percentage share for Residential by the actual percentage share for Residential.

MINIMUM RESIDENTIAL FACTOR: 95.6045% ; G. L. Chapter 58, Section 1A mandates a minimum residential factor of not less than 65 percent.

When the Minimum Residential Factor is multiplied by the percentage share of the Residential full and fair cash value, it reduces the Residential share to its minimum percentage share of the Levy as calculated above.

FISCAL IMPACT: A factor greater than one (1) would shift more of the tax levy to the commercial, industrial, and personal property (CIP) tax classifications. For example, every 5% shift would result in over \$788,000 being shifted from the Residential class to the CIP class: with a tax rate reduction of \$0.03 in the residential rate and an increase of about \$0.30 in the CIP tax rate.

STAFF ASSISTANCE: Mark A. Milne, Finance Director

B. NEW BUSINESS (First Reading) (Refer to a Second Reading on 12/05/2024)

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-051
INTRO: 11/21/2024**

2025-051 ALLOCATION OF TAX LEVY FISCAL YEAR 2025 – RESIDENTIAL EXEMPTION

RESOLVED: That the Town Council hereby votes to adopt a Residential Exemption of twenty-five percent (25%) for Fiscal Year 2025.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-051
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: Mark A. Milne, Finance Director
DATE: November 21, 2024
SUBJECT: Allocation of Tax Levy Fiscal Year 2025 – Residential Exemption

BACKGROUND: Under Massachusetts General Laws, Chapter 59, Section 5C, the Town Council may adopt a Residential Exemption as part of determining the allocation of the tax levy between residential property owners. This tax levy shifting option will not change the overall amount of property taxes raised through the residential class of property. It allows communities to shift a portion of the residential property tax levy between residential property owners based on statutory criteria. The maximum exemption allowed is 35 percent of the average assessed value of all Class One (Residential) parcels. This exemption would be applied to all residential parcels which are qualified by the Town Assessor as the principal residence of the taxpayer. Principal residence is a taxpayer’s domicile, that is, the taxpayer’s fixed place of habitation, permanent home, and legal residence, as used for federal and state income tax purposes. This option shifts property taxes between residential taxpayers and does not affect the Commercial, Industrial and Personal Property class of taxpayers.

ANALYSIS: The exemption is calculated on the average residential parcel value, which is \$863,138 in Fiscal Year 2025. The assessed property value is then reduced by the value of the exemption before the tax rate is applied to determine the tax bill amount. Since the exemption removes an amount of the taxable residential property value subject to taxation, and the tax levy paid by the residential class remains the same, the tax rate for this class of property increases. The projected savings in Fiscal Year 2025 for the median residential assessed value of \$612,800 using different residential exemption percentages is illustrated as follows:

Exemption %	Exemption Amount	Taxable Value	Tax Rate	Tax Bill	Savings
0%	\$ -	\$ 612,800	\$ 6.07	\$ 3,721.69	\$ -
5%	\$ 43,157	\$ 569,643	\$ 6.21	\$ 3,537.48	\$ 184.21
10%	\$ 86,314	\$ 526,486	\$ 6.35	\$ 3,343.19	\$ 378.51
15%	\$ 129,471	\$ 483,329	\$ 6.50	\$ 3,141.64	\$ 580.05
20%	\$ 172,628	\$ 440,172	\$ 6.66	\$ 2,931.55	\$ 790.15
25%	\$ 215,785	\$ 397,016	\$ 6.82	\$ 2,707.65	\$ 1,014.05
30%	\$ 258,941	\$ 353,859	\$ 6.99	\$ 2,473.47	\$ 1,248.22
35%	\$ 302,098	\$ 310,702	\$ 7.17	\$ 2,227.73	\$ 1,493.96

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-052
INTRO: 11/21/2024**

2025-052 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FISCAL YEAR 2025 CULTURAL DISTRICT GRANT IN THE AMOUNT OF \$15,000 FROM THE MASSACHUSETTS CULTURAL COUNCIL'S CULTURAL DISTRICT INVESTMENT GRANT PROGRAM FOR THE HYANNIS HYARTS CULTURAL DISTRICT

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Fiscal Year 2025 Cultural District Investment Grant in the amount of **\$15,000** from the Massachusetts Cultural Council's Cultural District Investment Grant program for the purpose of providing financial assistance in support of programming and marketing efforts in the Hyannis HyArts Cultural District.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-052
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James S. Kupfer, Director of Planning & Development
DATE: November 21, 2024
SUBJECT: Authorization to contract for and expend a Fiscal Year 2025 Cultural District Grant in the amount of **\$15,000** from the Massachusetts Cultural Council's Cultural District Investment Grant Program for the Hyannis HyArts Cultural District

BACKGROUND: The Town of Barnstable, through its Planning & Development Department, has been awarded a \$15,000 grant in support of the Hyannis HyArts Cultural District from the Massachusetts Cultural Council (MCC) Cultural District Investment Grant.

Grant funds will support programming and marketing efforts in the Hyannis HyArts Cultural District as well as support placemaking projects with a particular focus on the Hyannis HyArts Campus, from the corner of South and Pearl Street to Hyannis Main Street. Grant funds to support these efforts will lead to increased revenue for the creative community, provide additional attractions to generate excitement and interest in our vibrant downtown, and enhance connectivity throughout the Hyannis HyArts Cultural District.

The MCC requires communities with more than one cultural district to propose projects that will take place in each district. Barnstable has two cultural districts, Barnstable Village Cultural District and the Hyannis HyArts Cultural District. These funds are in line with the goals of the state's Cultural District Initiative, and with the district-specific objectives identified in the year-end annual report to the MCC. This funding is allocated in support of Cultural District activities and goals and at the direction of the entity's management team. The MCC encourages projects or programs that institute a practice of access, equity, or inclusion and are in alignment with the Hyannis HyArts Cultural District's audience and mission.

These activities support the following cultural district goals:

SENSE OF PLACE: Support programming efforts creating active and engaging moments in the heart of the Hyannis HyArts Cultural District.

CREATIVE ECONOMY: Facilitate opportunities for the public to interact with members of the creative economy; support programs that engage the public and profit artists.

CULTURAL DESTINATION: Market the district to increase year-round visitation; strengthen visual identity with consistent, repetitive branding in marketing efforts.

HYANNIS HYARTS ARTS CAMPUS: Operate and expand opportunities for creatives; partner with others to offer special programs and events in Guyer Barn community art space and establish this as a must stop destination each year.

FISCAL IMPACT: No funding match is required for this grant award. No general funds will be expended on this program.

STAFF ASSISTANCE: Melissa Chartrand, Arts & Culture Coordinator, Planning & Development; Alice Marcus Krieg, Grants Coordinator, Planning & Development

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-053
INTRO: 11/21/2024**

2025-053 AUTHORIZATION TO CONTRACT FOR AND EXPEND A FISCAL YEAR 2025 CULTURAL DISTRICT INVESTMENT GRANT IN THE AMOUNT OF \$15,000 FROM THE MASSACHUSETTS CULTURAL COUNCIL'S CULTURAL DISTRICT INVESTMENT GRANT PROGRAM FOR THE BARNSTABLE VILLAGE CULTURAL DISTRICT

RESOLVED: That the Town Council does hereby authorize the Town Manager to contract for and expend a Cultural District Investment Grant in the amount of **\$15,000** from the Massachusetts Cultural Council's Cultural District Investment Grant program in support of programming and marketing efforts in the Barnstable Village Cultural District.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-053
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James S. Kupfer, Director of Planning & Development
DATE: November 21, 2024
SUBJECT: Authorization to contract for and expend a Fiscal Year 2025 Cultural District Investment Grant in the amount of **\$15,000** from the Massachusetts Cultural Council's Cultural District Investment Grant Program for the Barnstable Village Cultural District

BACKGROUND: The Town of Barnstable, through its Planning & Development Department, has been awarded a \$15,000 grant in support of the Barnstable Village Cultural District from the Massachusetts Cultural Council (MCC) Cultural District Investment Grant. The MCC requires communities with more than one cultural district to propose projects that will take place in each district.

Grant funds will support programming and marketing efforts in the Barnstable Village Cultural District. Grant funds to support cultural district efforts will lead to increased revenue for the creative community and cultural organizations, provide additional attractions to generate excitement and interest along historic Route 6A, and encourage connectivity throughout the village.

These funds are in line with the goals of the state's Cultural District Initiative, and with the district-specific objectives identified in the year-end annual report to the MCC. Funding is allocated in support of Cultural District activities and goals and at the direction of the entity's management team. The MCC encourages projects or programs that institute a practice of access, equity, or inclusion and are in alignment with the Barnstable Village Cultural District's audience and mission.

These activities support the following cultural district goals:

SENSE OF PLACE: Support programming efforts creating active and engaging moments in Barnstable Village Cultural District leveraging the district's heritage and seaside locations to express its unique character.

CREATIVE ECONOMY: Facilitate opportunities for the public to interact with members of the creative economy; support programs that engage the public and profit artists during several special events throughout the year.

CULTURAL DESTINATION: Market the district to increase year-round visitation; strengthen visual identity with consistent, repetitive branding in marketing efforts. Offer more self-guided outdoor opportunities

FISCAL IMPACT: No funding match is required for this grant award. No general funds will be expended on this program.

STAFF ASSISTANCE: Melissa Chartrand, Arts & Culture Coordinator, Planning & Development; Alice Marcus Krieg, Grants Coordinator, Planning & Development; Roberta Miller, Executive Director, CCAC

B. NEW BUSINESS (First Reading) (Refer to Second Reading 12/05/2024)

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-054
INTRO: 11/21/2024**

2025-054 AUTHORIZATION OF A HOUSING DEVELOPMENT INCENTIVE PROGRAM TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE TOWN OF BARNSTABLE AND CROCKER STREET HOLDINGS, LLC FOR 8 NEW MARKET RATE RESIDENTIAL RENTAL UNITS LOCATED AT 24 AND 30 CROCKER STREET, HYANNIS, MA

ORDERED: That the Town Council hereby authorizes a Tax Increment Exemption (TIE) Agreement between the Town of Barnstable and Crocker Street Holding, LLC pursuant to the Housing Development Incentive Program, M.G.L. c. 40V, and the regulations promulgated thereunder at 760 CMR 66.00, for eight (8) market rate residential units located at 24 and 30 Crocker Street, Hyannis, substantially in the form presented to the Town Council at this meeting, and further authorizes the Town Manager to execute the TIE Agreement and submit it to the Massachusetts Executive Office of Housing and Livable Communities for approval.

SPONSOR: Town Council Tax Incentive Committee: Town Council Vice President Craig A. Tamash, Councilor Precinct 4; Councilor John R. Crow, Councilor Precinct 5; Councilor Paul C. Neary, Councilor Precinct 6

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-054
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James Kupfer, Director, Planning & Development
DATE: November 21, 2024
SUBJECT: Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Crocker Street Holding, LLC for eight (8) new Market Rate Residential Rental Units located at located at 24 and 30 Crocker Street, Hyannis

RATIONALE: The Tax Incentive Committee of the Town Council recommends approval of the Housing Development Incentive Program Tax Increment Exemption request from developer Crocker Street Holding, LLC (Jake Dewey) for the property located at 24 and 30 Crocker Street, Hyannis. The project will create eight (8) market rate 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, is 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 Crocker Street Holding, LLC 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 \$2,375 per month for a 2-bedroom unit, are priced consistently with 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 the tax exemption and the duration of the benefits. The Sponsor has requested, and the Tax Incentive Committee recommends a 100% Tax Exemption for years 1-5, an 85% Tax Exemption for years 6-15 and 60% Tax Exemption for years 16-20 on increased value anticipated to be \$ 2,399,200.00.

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 \$3,500,000 resulting in an increase of \$2,399,200 in assessed value subject to TIE. As proposed, the total estimated value of the TIE is \$346,959.67. This includes an estimated \$336,854.05 in property tax savings and \$10,105.62 in Community Preservation Tax savings for the developer. By approving the TIE Agreement, the Town agrees to forgo this estimated tax revenue over 20 years in exchange for the redevelopment of this property that creates eight (8) new year-round Market Rate rental housing units.

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

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between

Town of Barnstable

and

Crocker Street Holdings LLC

This AGREEMENT is made this _____ day of _____, 2024 by and between the Town of Barnstable (“Municipality”) and Crocker Street Holdings LLC, a Massachusetts Limited Liability Corporation (“Sponsor”) with an address at 17 High School Road, Unit B, Hyannis, MA 02601.

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.

DHCD: Department of Housing and Community Development

EOHLC: Executive Office of Housing and Livable Communities

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 with Barnstable County Registry of Deeds, Book 32702, Page 1. The Zone was amended on January 21, 2021 and approved by EOHLC as evidenced by a Certificate of Approval dated March 2, 2021 and recorded with Barnstable County Registry of Deeds Book 3652, Page 251.

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

Property: 24 Crocker Street (Parcel 328228), and 30 Crocker St (Parcel 328187) 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 EOHL.

Sponsor: Crocker Street Holdings LLC, a Massachusetts Limited Liability Corporation, with an address at 17 High School Road, Unit B, Hyannis, MA 02601, 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 8 residential rental units created in the Project of which 8 shall be MRRUs comprised of 8 2 bedroom – 1.5 bathroom 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 EOHL 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(1)(c), the Base Value is 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.

At the time of execution, the base value of this property is expected to be \$1,100,800. This value is subject to change and will be re-confirmed at the time the exemption percentage is applied starting on the effective date of the agreement.

- B. MRRU Percentage. 100%. 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: 100% Years 1-5; 85% Years 6-15; 60% Years 16-20
- 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:

§240-24.1 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.

a. 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 or delayed. 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.

- Municipality: Town Manager

Town of Barnstable
367 Main Street
Hyannis, MA 02601

- Sponsor: Crocker Street Holdings, LLC

17 High School Rd, Unit B
Hyannis, MA 02601
jakedew@gmail.com

- Copy to EOHLIC: All such notices shall be copied to EOHLIC at:

HDIP Program Coordinator
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
eohlchdip@mass.gov

- 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 as of the day and year first above written.

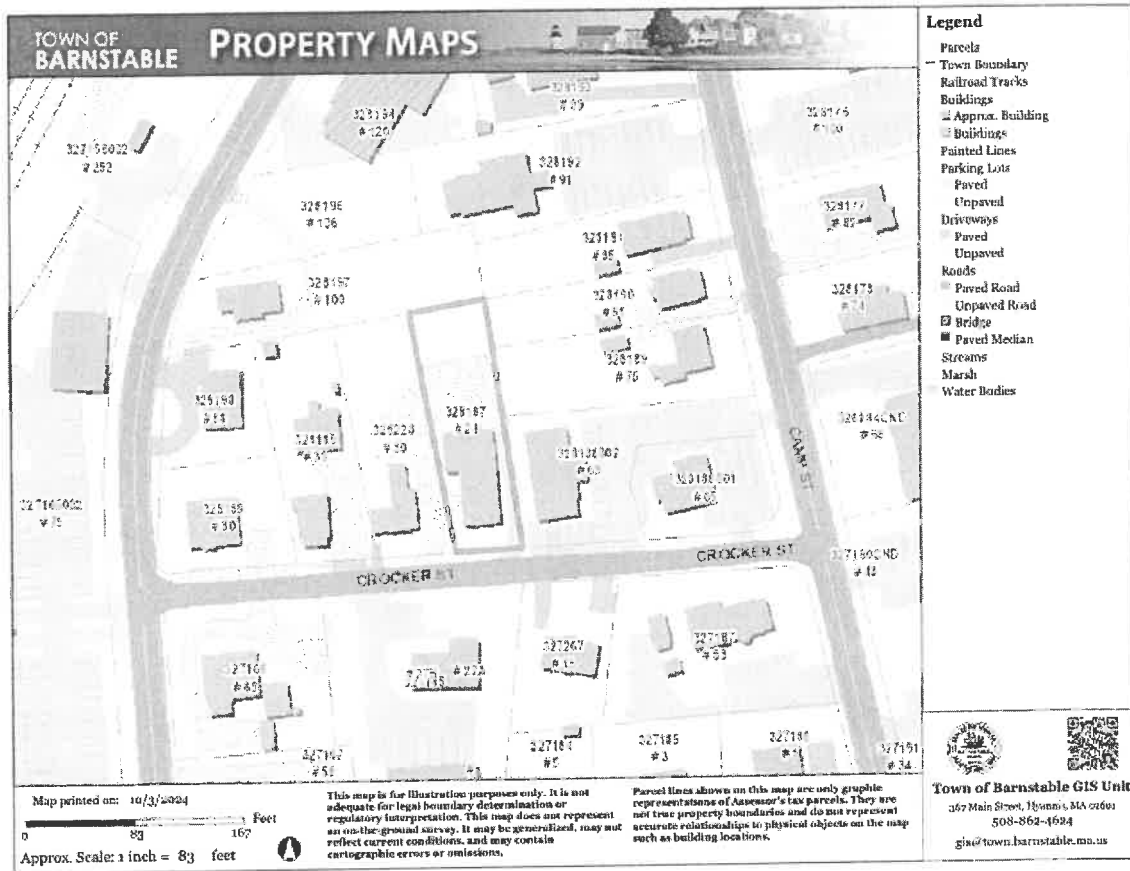
[SIGNATURES ON NEXT PAGE]

MUNICIPALITYSPONSOR

By: Mark S. Ells, Town Manager Jacob Dewey, Manager

EXHIBIT 1

MAP OF PROPERTY



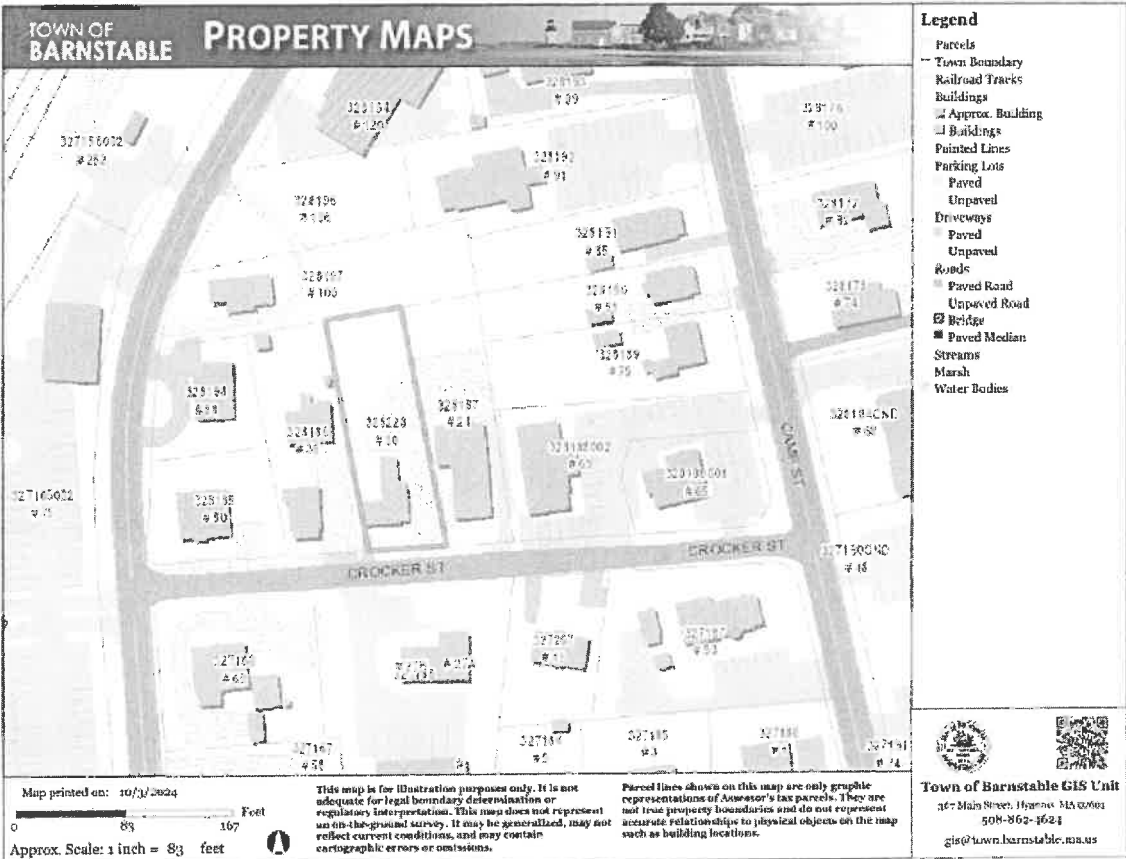


EXHIBIT 2

DESCRIPTION OF PROPERTY

QUITCLAIM DEED

Camp Street Professional Building, LLC a Massachusetts limited liability company having an address of 4 Lichen Lane, Forestdale, MA 02644,

For consideration in the amount of ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND & 0/100 DOLLARS (\$1,325,000.00),

GRANTS TO

Crocker Street Holdings LLC, a Massachusetts limited liability company with an address of 17 High School Road B, Hyannis, MA 02601

WITH QUITCLAIM COVENANTS

Two parcels of land, more particularly described as follows:

PARCEL 1

A certain parcel of land together with any buildings thereon, located in Barnstable County (Hyannis), Massachusetts, now known and numbered as 30 Crocker Street, Hyannis, Massachusetts, situated on the north side of a town road called Crocker Street, said street leading from Camp Street to Railroad Avenue, bounded and described as follows:

- SOUTHERLY by said Crocker Street about sixty (60.00) feet;
- WESTERLY by land owned or formerly of Arthur G. Guyer about one hundred seventy-eight (178.00) feet;
- NORTHERLY by land now or formerly of James B. O'Brien, about sixty (60.00) feet;
- EASTERLY by lands now or formerly of Mary A. Bacon about one hundred eighty-three (183.00) feet.

Said premises are conveyed subject to and together with the benefit of any and all rights, rights of way, easements, appurtenances, restrictions and reservations of record, if any there be and insofar as the same are now in full force and effect.

Property Address: 30 Crocker Street, Hyannis, MA 02601

For title see deed to Grantors dated May 15, 2009 and recorded in Book 23707, Page 199, Barnstable County Registry of Deeds.

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 05-06-2022 @ 11:54am
Clk#: 289 Doc#: 23752
Fee: \$4,531.50 Com: \$1,325,000.00

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 05-06-2022 @ 11:54am
Clk#: 289 Doc#: 23752
Fee: \$4,054.50 Com: \$1,325,000.00

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial
Monthly Rent(s)*: \$2375 (2-BR)

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

B. NEW BUSINESS (First Reading) (Refer to Second Reading 12/05/2024)

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-055
INTRO: 11/21/2024**

2025-055 AUTHORIZATION OF A HOUSING DEVELOPMENT INCENTIVE PROGRAM TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE TOWN OF BARNSTABLE AND SPARTAN CLEANERS' REALTY, LLC FOR 41 NEW MARKET RATE RESIDENTIAL RENTAL UNITS LOCATED AT 242 BARNSTABLE ROAD, HYANNIS, MA

ORDERED: That the Town Council hereby authorizes a Tax Increment Exemption (TIE) Agreement between the Town of Barnstable and Spartan Cleaners Realty, LLC pursuant to the Housing Development Incentive Program, M.G.L. c. 40V, and the regulations promulgated thereunder at 760 CMR 66.00, for forty one (41) market rate residential units located at 242 Barnstable Road, Hyannis, substantially in the form presented to the Town Council at this meeting, and further authorizes the Town Manager to execute the TIE Agreement and submit it to the Massachusetts Executive Office of Housing and Livable Communities for approval.

SPONSOR: Town Council Tax Incentive Committee: Town Council Vice President Craig A. Tamash, Councilor Precinct 4; Councilor John R. Crow, Councilor Precinct 5; Councilor Paul C. Neary, Councilor Precinct 6

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-055
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James Kupfer, Director, Planning & Development
DATE: November 21, 2024
SUBJECT: Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Spartan Cleaners Realty, LLC for 41 new Market Rate Residential Rental Units located at located at 242 Barnstable Road, Hyannis

RATIONALE: The Tax Incentive Committee of the Town Council recommends approval of the Housing Development Incentive Program Tax Increment Exemption request from developer Spartan Cleaners Realty, LLC (Joshua Barros and Tammy Barros) for the property located at 242 Barnstable Road, Hyannis. In addition to the forty-one (41) market rate units, five (5) units are proposed to be permanently deed-restricted and affordable; the project has a total of forty-six (46) 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 goal of the Housing Development Incentive Program, which authorizes Tax Increment Exemption Agreements, is 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 Spartan Cleaners Realty, LLC 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 \$2,472 per month for a studio apartment; \$2,710.00 per month for a 1-bedroom unit; \$3,200 per month for a 2-bedroom unit, are priced consistently with 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 Sponsor has requested, and the Tax Incentive Committee recommends a 100% Tax Exemption for years 1-5, an 85% Tax Exemption for years 6-10 and 55% Tax Exemption on years 11-20 on increased value anticipated to be \$6,422,466.00 which excludes the value of the five (5) affordable units.

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 total assessed value of the property when developed as proposed is \$7,782,740 resulting in an increase of \$6,975,466 in assessed value for the Market Rate Units with an increase in value subject to TIE at \$6,422,466.00. As proposed, the total estimated value of the TIE is \$820,602.21. Which includes an estimated \$796,701.18 in property tax savings and \$23,901.04 in

Community Preservation Tax savings for the developer. By approving the TIE Agreement, the Town agrees to forgo this estimated tax revenue over 20 years in exchange for the redevelopment of this property that creates forty-one (41) new year-round Market Rate rental housing units, and five (5) affordable units at 65% of Area Median Income.

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

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION (TIE) AGREEMENT

between

Town of Barnstable

and

SPARTAN CLEANERS REALTY, LLC

This AGREEMENT is made this ____ day of ____, 2024 by and between the Town of Barnstable (“Municipality”) and Spartan Cleaners’ Realty, a Massachusetts Limited Liability Company (LLC) with an address at 57 Clowes Drive, Falmouth, MA 02540.

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.

DHCD: Department of Housing and Community Development

EOHLC: Executive Office of Housing and Livable Communities

Event of Default: An “Event of Default” as defined in Section 5 below.

Final Certification: Determination by DHCD 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 with Barnstable County Registry of Deeds, Book 32702, Page 1. The Zone was amended on January 21, 2021 and approved by EOHLC as evidenced by a Certificate of Approval dated March 2, 2021 and recorded with Barnstable County Registry of Deeds Book 3652, Page 251.

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

Property: 242 Barnstable Road Hyannis, Ma (Parcel 328010) 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 DHCD.

Sponsor: Spartan Cleaners Realty, a Massachusetts Limited Liability Company with an address at 57 Clowes Drive, Falmouth, MA 02540, 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 46 residential rental units created in the Project, of which 41 shall be MRRUs, comprised of 14 Studios, 26 One-Bedrooms and 6 Two Bedroom/Two Baths. 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 30 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 DHCD 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.

G. Base Value. Consistent with 760 CMR 66.06(1)(c), the Base Value is 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.

At the time of execution, the base value of this property is expected to be \$553,000.0089.13. This value is subject to change and will be re-confirmed at the time the exemption percentage is applied starting on the effective date of the agreement.

H. MRRU Percentage. 89.13 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: 100% Years 1-5; 85% Years 6-10; 55% Years 11-20

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 DHCD 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.

- Municipality: Town Manager

Town of Barnstable
367 Main Street
Hyannis, MA 02601

2) Sponsor: Spartan Cleaners Realty, LLC

242 Barnstable Road
Hyannis MA 02601
Email: josh.2376@gmail.com

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

HDIP Program Coordinator
Executive Office of Housing and Livable Communities
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 as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

MUNICIPALITYSPARTAN CLEANERS REALTY, LLC

By: Mark S. Ells, Town Manager

By: Tammy Barros

By: Josh Barros

EXHIBIT 1

MAP OF PROPERTY 242 Barnstable Road Hyannis, MA

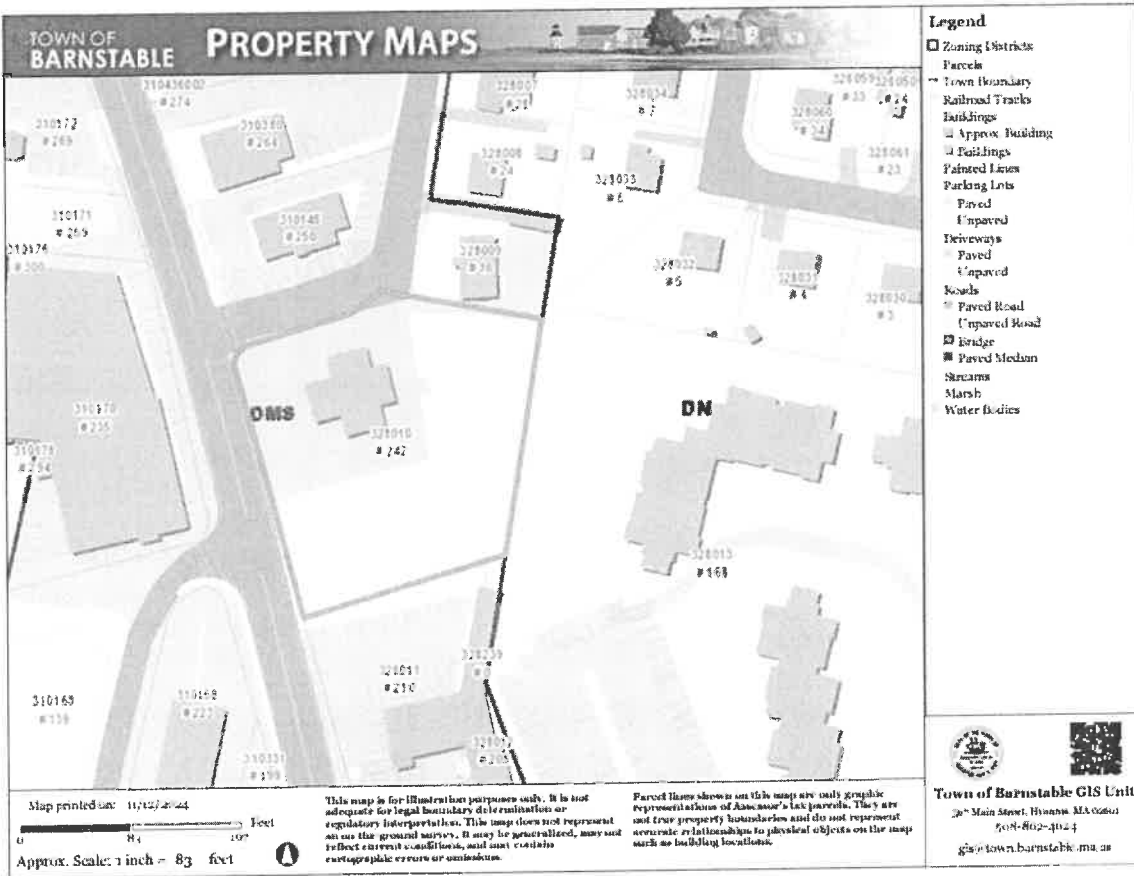


EXHIBIT 2

DESCRIPTION OF PROPERTY

Doc: 1,472,929 12-15-2022 11:02
Ct.f#: 231813

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QUITCLAIM DEED

I, Dennis Karukos, being a married man, of 31 Rodolph Way, Dennis, MA 02638

FOR consideration paid and in full consideration of

**EIGHT HUNDRED NINETY-NINE THOUSAND AND 00/100 (\$899,000.00)
DOLLARS**

Grant to:

Spartan Cleaners Realty LLC, a Massachusetts limited liability company with an usual
place of business at 57 Clowes Drive, Fairhaven, MA 02540

with Quitclaim covenants

The following described parcel of land situated in the Town of Barnstable (Hyannis) and the
County of Barnstable and Commonwealth of Massachusetts being described as follows:

Being Lots 2, 3, 4 and 90 on Land Court Subdivision Plan 16441-B (Sheet 7) dated Sept. 4,
1945, drawn by Leslie F. Rogers, Engineer, and filed in the Land Registration Office at
Boston, a copy of which is filed with the Barnstable County Registry of Deeds in Land
Registration Book 47, Page 79 with Certificate of Title No. 7779.

For title see Deed registered as Document No. 956,712 filed with Certificate of Title No.
172027.

Grantor hereby releases any and all rights of homestead in the subject property, and further
states that he is aware of no individual entitled to homestead rights therein

Signed under the pains and penalties of perjury this 15 day of December 2022.

Property address: 242 Barnstable Road, Hyannis, MA 02601

MASSACHUSETTS DEEDS REGISTRY
BARNSTABLE LAND COURT REGISTRY
DATE: 12-15-2022 11:02AM
Ct.f#: 231813
Fee: \$1,074.00 Cont: \$100,000.00

MASSACHUSETTS DEEDS REGISTRY
BARNSTABLE LAND COURT REGISTRY
DATE: 12-15-2022 11:02AM
Ct.f#: 231813
Fee: \$1,074.00 Cont: \$100,000.00

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DENNIS MARIKAS

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COMMONWEALTH OF MASSACHUSETTS
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Baronable, re:

On this 15th day of December 2022, before me, the undersigned notary public, personally Dennis Marikas proved to me through satisfactory evidence of identification, which was a MASSACHUSETTS DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the above statements are true to the best of his knowledge and belief and that he signed it as his free and undebated and voluntarily for its stated purpose.

(SEAL)





Notary Public
My commission expires March 31, 2023

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial
Monthly Rent(s)*: \$ _____

B. Projected Rents/Sales: See attached schedules			
Rental Units: Market	# of Units:	Square Feet:	Projected Monthly Rents
• Studio	12	589	2,357.00
• Studio	2	618	2,472.00
• 1 Bedroom	4	710	2,700.00
• 1 Bedroom	3	735	2,535.00
• 1 Bedroom	4	760	2,622.00
• 1 Bedroom	6	785	2,710.00
• 1 Bedroom	4	660	2,529.00
• 2 Bedroom	6	1,061	3,200.00
Total	41		
Required Affordable 65% of 100%			
1 Bedroom	2	666	1,646.00
1 Bedroom	2	710	1,646.00
1 Bedroom	1	735	1,646.00
Total	5		
Total Units	46		

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

B. NEW BUSINESS (First Reading) (Refer to Second Reading 12/05/2024)

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-056
INTRO: 11/21/2024**

2025-056 AUTHORIZATION OF A HOUSING DEVELOPMENT INCENTIVE PROGRAM TAX INCREMENT EXEMPTION AGREEMENT BETWEEN THE TOWN OF BARNSTABLE AND HYANNIS HARBOR, LLC FOR 85 NEW MARKET RATE RESIDENTIAL RENTAL UNITS LOCATED AT 201 MAIN STREET, HYANNIS, MA

ORDERED: That the Town Council hereby authorizes a Tax Increment Exemption (TIE) Agreement between the Town of Barnstable and Hyannis Harbor, LLC pursuant to the Housing Development Incentive Program, M.G.L. c. 40V, and the regulations promulgated thereunder at 760 CMR 66.00, for eighty-five (85) market rate residential units located at 201 Main Street, Hyannis, substantially in the form presented to the Town Council at this meeting, and further authorizes the Town Manager to execute the TIE Agreement and submit it to the Massachusetts Executive Office of Housing and Livable Communities for approval.

SPONSOR: Town Council Tax Incentive Committee: Town Council Vice President Craig A. Tamash, Precinct 4; Councilor John R. Crow, Precinct 5

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-056
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Mark S. Ells, Town Manager
THROUGH: James Kupfer, Director, Planning & Development
DATE: November 21, 2024
SUBJECT: Authorization of a Housing Development Incentive Program Tax Increment Exemption Agreement between the Town of Barnstable and Hyannis Harbor, LLC for 85 new Market Rate Residential Rental Units located at located at 201 Main Street, Hyannis

RATIONALE: The Tax Incentive Committee of the Town Council recommends approval of the Housing Development Incentive Program Tax Increment Exemption request from developer Hyannis Harbor, LLC (Chris Starr and Tyler Langlois) for the property located at 201 Main Street, Hyannis. In addition to the eighty-five (85) market rate units, ten (10) units are proposed to be permanently deed-restricted and affordable; the project has a total of ninety-five (95) 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, is 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 Hyannis Harbor, LLC 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 \$2,400 per month for a 1-bedroom unit; \$3,000 per month for a 2-bedroom unit; \$3,800 per month for a 3-bedroom unit, are priced consistently with 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 Sponsor has requested, and the Tax Incentive Committee recommends a 100% Tax Exemption for years 1-5, an 85% Tax Exemption for years 6-10 and 55% Tax Exemption on years 11-20 on increased value anticipated to be \$12,621,864 which excludes the value of the ten (10) affordable units.

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 total assessed value of the property when developed as proposed is \$16,073,050 resulting in an increase of \$14,463,764 in assessed value for the Market Rate Units with an increase in value subject to TIE at \$12,621,864. As proposed, the total estimated value of the TIE is 1,612,702.89. Which includes an estimated \$1,565,730.96 in property tax savings and \$46,971.93 in Community Preservation Tax savings for the developer. By approving the TIE Agreement, the Town agrees to forgo this estimated tax revenue over 20 years in exchange for the redevelopment of this property that creates eighty-five (85) new year-round Market Rate rental housing units, and ten (10) affordable units at 65% of Area Median Income.

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

Property: 201 Main Street (Parcel 327150), 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: Hyannis Harbor LLC, a Massachusetts Limited Liability Corporation, with an address at 649 Alden Street, Suite 1, Fall River, MA 02723, its successors and assigns.

Section 3 – Sponsor’s Covenants

E. 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.

F. Market Rate Residential Units.

(1.) There shall be a total of 85 residential market rate rental units created in the Project. There will be fifty-nine 1-bedroom units, twenty-five 2-bedroom units, and one 3-bedroom unit. 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.

G. 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.

H. 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.

I. Base Value. Consistent with 760 CMR 66.06(1)(c), the Base Value is 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.

At the time of execution, the base value of this property is expected to be \$1,841,900. This value is subject to change and will be re-confirmed at the time the exemption percentage is applied starting on the effective date of the agreement.

- J. MRRU Percentage. 90%. The MRRU Percentage shall be confirmed as required in paragraph F, below.
- K. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1: 100% Years 1-5; 85% Years 6-10; 55% Years 11-20
- L. The Increment. As defined at 760 CMR 66.06(1)(b)(1).
- M. 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.
- N. 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

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

§240-24.4 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.

5) 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.

6) 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.

- D. Rights on Default.

- a. 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 EOHLIC 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 EOHLIC 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 EOHLIC'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.

G. 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 or delayed. 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.

H. 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.

- Municipality: Town Manager

Town of Barnstable
367 Main Street
Hyannis, MA 02601

- Sponsor: Hyannis Harbor LLC
649 Alden Street, Suite 1
Fall River, MA 02723
cstarr@caraghdevelopment.com
tlanlois@caraghdevelopment.com

- Copy to EOHLC: All such notices shall be copied to EOHLC at:

HDIP Program Coordinator
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
eohlchdip@mass.gov

- 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.
- I. 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 as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

MUNICIPALITYSPONSOR

By: Mark S. Ells, Town Manager

Christopher J. Starr, Manager

Tyler J. Langlois, Manager

EXHIBIT 1

MAP OF PROPERTY

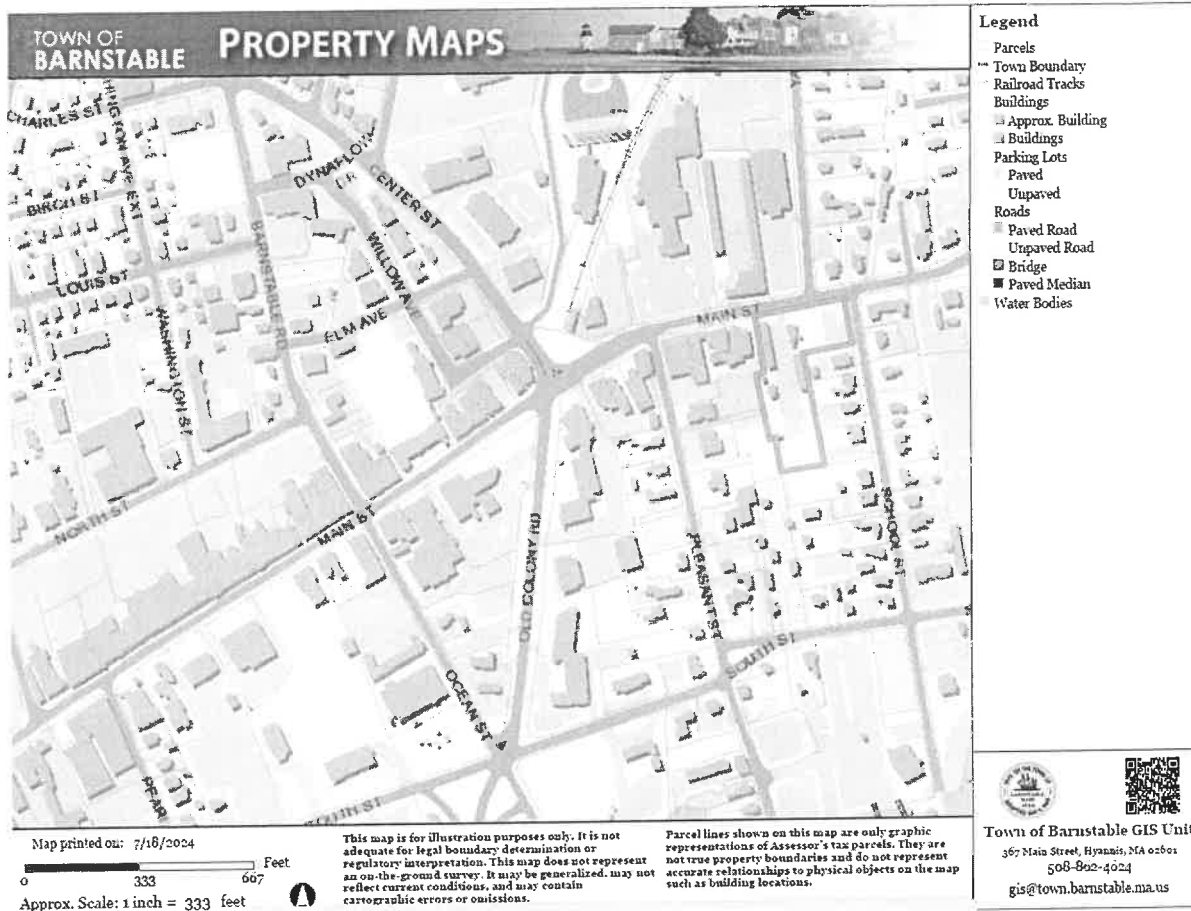


EXHIBIT 2
DESCRIPTION OF PROPERTY

LAND REFERENCED:

PER TITLE COMMITMENT No. 21000070171
DATED OCTOBER 05, 2021 AS SHOWN AS:

EXHIBIT A

THE LAND WITH THE BUILDINGS THEREON SITUATED IN BARNSTABLE (HYANNIS), BARNSTABLE COUNTY, MASSACHUSETTS, ON THE SOUTHERLY SIDE OF MAIN STREET AND THE WESTERLY SIDE OF SCHOOL STREET, CONSISTING OF TWO ADJOINING PARCELS OF LAND, SEPARATLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I - 195-201 MAIN STREET

THE LAND WITH THE BUILDINGS THEREON, SITUATED IN SAID BARNSTABLE, BOUNDED AS FOLLOWS:

- NORTHERLY: BY MAIN STREET, ONE HUNDRED TWENTY AND 70/100 (120.70) FEET, MORE OR LESS;
- EASTERLY: BY LAND FORMERLY OF FLORENCE G. FOSTER, BEING PARCEL II HEREIN DESCRIBED, AND BY LAND NOW OR LATE OF THE ESTATE OF JOHN H. ANDREWS, ONE HUNDRED NINETY-NINE (199) FEET, MORE OR LESS;
- SOUTHERLY: BY LAND OF THE ESTATE OF JOHN H. ANDREWS, TWO AND 3/10 (2.3) FEET;
- EASTERLY: AGAIN BY LAND OF THE ESTATE OF JOHN H. ANDREWS, RUTH SCHUMAN AND ADELLA J. ALLEN, TWO HUNDRED FIFTY-THREE (253) FEET, MORE OR LESS;
- SOUTHERLY: BY LAND OF ADELLA J. ALLEN, ONE HUNDRED TWENTY AND 28/100 (120.28) FEET;
- WESTERLY: BY LAND OF THE HYANNIS INN, NINETY-FOUR (94) FEET, MORE OR LESS;
- SOUTHERLY: STILL BY LAND OF SAID HYANNIS INN, SEVENTEEN (17) FEET, MORE OR LESS;
- WESTERLY: STILL BY LAND OF HYANNIS INN, ONE HUNDRED NINETY-FOUR (194) FEET, MORE OR LESS;
- NORTHERLY: STILL BY LAND OF SAID HYANNIS INN, TWENTY-ONE (21) FEET, MORE OR LESS; AND
- WESTERLY: STILL BY LAND OF SAID HYANNIS INN, ONE HUNDRED SIXTY-THREE (163) FEET, MORE OR LESS.

SAID PARCEL IS SHOWN AS LOT 1, 2, 3, AND 4 AND A 20 FOOT WAY ON A PLAN OF LAND ENTITLED "SUBDIVISION OF LAND IN HYANNIS-BARNSTABLE, MASS., PROPERTY OF RICHARD H.P. SOMMERS", SCALE 1"=50', MARCH 9, 1939, BY ED KELLOGG, CIVIL ENG'R., OSTERVILLE, DULY FILED WITH BARNSTABLE COUNTY REGISTRY OF DEEDS IN PLAN BOOK 146 PAGE 137.

PARCEL II - 181 MAIN STREET, CORNER SCHOOL STREET

THE LAND WITH THE BUILDINGS THEREON, SITUATED IN SAID BARNSTABLE, BOUNDED AS FOLLOWS:

- NORTHERLY: BY MAIN STREET, ONE HUNDRED FORTY-SIX (146) FEET;
- EASTERLY: BY SCHOOL STREET, ONE HUNDRED THIRTY-FIVE (135) FEET;
- SOUTHERLY: BY LAND NOW OR FORMERLY OF ELISHA B. BASSETT AND ALBERT J. BRUNELLE, ONE HUNDRED FORTY-SIX AND 00/100 (146) FEET; AND
- WESTERLY: BY LAND FORMERLY OF ERNEST S. BRADFORD, BEING PARCEL I HEREIN DESCRIBED, ONE HUNDRED THIRTY-FOUR AND 00/100 (134) FEET.

CONTAINING APPROXIMATELY 19,700 SQUARE FEET AND BEING SHOWN ON PLAN ENTITLED "PLAN OF LAND IN HYANNIS, MASS., FOR THADEUSZ A. GACZEK" DATED FEBRUARY 2, 1930, BY HERBERT RICHARDSON, SURVEYOR, RECORDED WITH BARNSTABLE COUNTY REGISTRY OF DEEDS IN PLAN BOOK 93 PAGE 149.

EXCEPTING FROM SAID PARCEL SO MUCH THEREOF AS WAS TAKEN BY THE TOWN OF BARNSTABLE IN 1961 BY INSTRUMENT RECORDED IN BOOK 1110, PAGE 543 AND SHOWN ON PLAN RECORDED IN PLAN BOOK 161, PAGE 135, AS A TRIANGULAR AREA CONTAINING 95 SQUARE FEET, MORE OR LESS, MAKING A CURVED INTERSECTION FOR SAID STREETS.

SCHEDULE BII EXCEPTIONS

Exceptions

Commitment No.: 21000070171

October 5, 2021

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
3. Any lien, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
5. Liens for taxes and municipal charges which become due and payable subsequent to the date of said policy.
6. Order of Taking by the town of Barnstable for the layout of School Street dated April 4, 1961 and recorded in Book 1110 Page 543.

NOTE: While specifically excluded from coverage under the terms and provisions of the policy to be issued, the records at the Barnstable Registry of Deeds reveal the existence of the following matters:

- a. Notice of Variance dated July 13, 1977 and recorded in Book 2561, Page 317.

POSSIBLE ENCROACHMENTS/ADVERSE POSSESSION



1. PAVEMENT NORTH AND WEST SIDELINE PARCEL I AND SOUTH SIDELINE PARCEL II
2. SIGN ALONG MAIN STREET AND SCHOOL STREET.
3. ROOF OVERHANG ON WEST SIDE LINE OF PARCEL I
4. STOCKADE FENCE PARCEL I
5. ALL PROPERTY OWNERS APPEAR TO BE OCCUPYING UP TO FENCE LINE AS DEPICTED (SEE PLAN)
6. METAL GUARD RAIL WEST SIDE PARCEL I
7. SAWCUT IN PAVEMENT INDICATE POSSIBLE UNDERGROUND UTILITIES IN AREA

SURVEYORS PROPERTY DESCRIPTION

THE SURVEYOR PROPERTY DESCRIPTION FOR PARCEL I AND PARCEL II WAS PREPARED IN CONJUNCTION WITH THIS SURVEY. THE NEW DESCRIPTION SUBSTANTIALLY DESCRIBES THE SAME REAL ESTATE AS DEPICTED IN PLAN BOOK 146 PAGE 137 AND PLAN BOOK 93 PAGE 149. BUT DIFFERS IN THE BOUNDARY DESCRIPTION SHOWN ON PLAN BOOK 146 PAGE 137 AND PLAN BOOK 93 PAGE 149 DUE TO THE LACK OF PROVIDED TITLE INFORMATION, CONFLICTING ABUTTERS DEED AND PLAN INFORMATION, INACCURATE LAYOUT INFORMATION, LACK OF MONUMENTATION AND MISSING DIMENSIONAL INFORMATION. THE RECORD PLAN BOOK 146 PAGE 137 AND PLAN BOOK 93 PAGE 149 DOES NOT MATHEMATICALLY CLOSE ETC. (SEE SHEET C1.0). THE SURVEYOR PROPERTY DESCRIPTION IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTIES SHOWN. THE SURVEYOR RECOMMENDS FURTHER TITLE RESEARCH AND REVIEW FROM LEGAL COUNCIL IN ORDER TO RECONCILE ANY DISCREPANCIES. THE BOUNDARY AS DEPICTED ON THIS PLAN IS BASED ON THE SURVEYORS CURRENT INFORMATION, KNOWLEDGE AND BELIEF.

PARCEL I

THE PARCEL IS LOCATED IN THE TOWN OF BARNSTABLE (HYANNIS) MASSACHUSETTS BEGINNING AT A CONCRETE BOUND WITH A DRILL HOLE ON THE EAST SIDELINE OF THE PARCEL THENCE;

- S 10°-46'-50" E A DISTANCE OF SIXTY-SIX 67/100 (66.67') FEET TO A CONCRETE BOUND THENCE;
- S 75°-28'-53" W A DISTANCE OF TWO 23/100 (2.23') FEET; THENCE
- S 10°-37'-27" E A DISTANCE OF EIGHTY-EIGHT 75/100 (88.75') FEET TO A CONCRETE BOUND, THENCE
- S 10°-37'-27" E A DISTANCE OF ONE HUNDRED SIXTY-FIVE 00/100 (165.00') FEET; THENCE
- S 79°-57'-08" W A DISTANCE OF ONE HUNDRED EIGHTEEN 53/100 (118.53') FEET; THENCE
- N 12°-18'-27" W A DISTANCE OF NINETY FOUR 00/100 (94.00') FEET TO A IRON PIPE IN CONCRETE; THENCE
- S 79°-38'-22" W A DISTANCE OF SEVENTEEN 09/100 (17.09') FEET; THENCE
- N 10°-17'-36" W A DISTANCE OF SEVENTY-FIVE 71/100 (75.71') FEET; THENCE
- N 11°-15'-32" W A DISTANCE OF ONE HUNDRED EIGHTEEN 38/100 (118.38') FEET; THENCE
- N 75°-24'-28" E A DISTANCE OF TWENTY 49/100 (20.49') FEET; THENCE
- N 10°-05'-32" W A DISTANCE OF ONE HUNDRED SIXTY-THREE 65/100 (163.65') FEET, TO THE SOUTHERLY SIDE LINE OF MAIN STREET; THENCE
- N 75°-11'-29" E ALONG THE SOUTHERLY SIDE LINE OF MAIN STREET, A DISTANCE OF ONE HUNDRED TWENTY 43/100 (120.43') FEET TO THE NORTHWEST CORNER OF PARCEL II; THENCE
- S 10°-08'-01" E ALONG THE WEST SIDE LINE OF PARCEL II, A DISTANCE OF ONE HUNDRED THIRTY-THREE 19/100 (133.19') FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED LOT CONTAINS A TOTAL OF 58,089 SQUARE FEET OR 1.33 ACERS MORE OR LESS.

PARCEL II

THE PARCEL IS LOCATED IN THE TOWN OF BARNSTABLE (HYANNIS) MASSACHUSETTS
BEGINNING AT A CONCRETE BOUND WITH A DISK ON THE WESTERLY SIDE LINE OF SCHOOL STREET THENCE;

S 09°-37'-27" E A DISTANCE OF ONE HUNDRED FOURTEEN 94/100 (114.94') FEET; THENCE

S 79°-49'-56" W A DISTANCE OF ONE HUNDRED FORTY-FOUR 79/100 (144.79') FEET TO A CONCRETE BOUND
WITH A DRILL HOLE; THENCE

N 10°-08'-01" W A DISTANCE OF ONE HUNDRED THIRTY-THREE 19/100 (133.19') FEET TO THE SOUTH SIDE
LINE OF MAIN STREET; THENCE

N 79°-11'-29" E ALONG THE SOUTHERLY SIDE LINE OF MAIN STREET, A DISTANCE OF ONE HUNDRED TWENTY-SIX
09/100 (126.09') FEET TO THE POINT OF CURVATURE AT SCHOOL STREET; THENCE

SOUTHEASTERLY ALONG THE WESTERLY SIDE LINE OF SCHOOL STREET BY A CURVE TO THE RIGHT HAVING A
RADIUS OF NINETEEN 41/100 (19.41') FEET, AN ARCH LENGTH OF THIRTY-ONE 06/100
(31.06') FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED LOT CONTAINS A TOTAL OF 19,398 SQUARE FEET OR 0.45 ACERS MORE OR LESS.

TO: STEWART TITLE GUARANTY COMPANY, GCP MAIN LLC., NORTHERN BANK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED
WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA
AND NSPS, AND INCLUDES ITEMS: 2, 3, 4, 8, 13, 16, AND 17 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON JANUARY 13, 2022.

DATE OF PLAT: FEBRUARY 18, 2022

SHANE M. MALLON, RPLS 48687
BAXTER NYE ENGINEERING AND SURVEYING
78 NORTH STREET
HYANNIS, MASSACHUSETTS, 02601

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

Proposed Initial
Monthly Rent(s)*: \$2,400 (1-BR)
 \$3,000 (2-BR)
 \$3,800 (3-BR)

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

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-057
INTRO: 11/21/2024**

2025-057 RESOLVE THAT THE TOWN PETITION THE COUNTY COMMISSIONERS OF BARNSTABLE COUNTY TO FORMALLY DISCONTINUE TWO SECTIONS OF COUNTY HIGHWAY THAT TOGETHER COMPRISE A PORTION OF OSTERVILLE-WEST BARNSTABLE ROAD IN MARSTONS MILLS AND OSTERVILLE VILLAGE EXTENDING FROM JUST NORTH OF THE FLINT STREET INTERSECTION SOUTHERLY TO SOUTH COUNTY ROAD

RESOLVED: That the Town Council hereby approves of filing a petition pursuant to M.G.L. c. 82, § 5, with the County Commissioners of Barnstable County to formally discontinue two sections of County highway that together comprise the portion of Osterville-West Barnstable Road in Marstons Mills and Osterville Village extending from just north of the Flint Street intersection southerly to South County Road, as follows:

The first section is described in a Barnstable County Commissioners' layout and order of taking dated September 5, 1931, and recorded in the Barnstable County Registry of Deeds in **Book 483, Page 449**, and shown on a set of plans of land recorded in said Registry in Plan Book 44, Pages 111 (sheets F-1 and F-2), 113 (sheets F-1 and F-2) and 115 (sheets F-1 and F-2).

The second section is described in a Barnstable County Commissioners' layout and order of taking dated April 18, 1969, and recorded in the Barnstable County Registry District of the Land Court as **Document No. 129,144**, and shown on a plan of land dated August 21, 1967, referenced in this document and filed therewith.

It is the intent thereby to render said sections of the County highway a Town way by operation of M.G.L. c. 82, § 5; and further, that said petition request that the discontinued sections of said County highway remain a public way. The Town Manager is authorized, on behalf of the Town, to file the petition with the County Commissioners and to execute and deliver any documents necessary to effectuate this resolve.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

- ___ Read Item
- ___ Rationale
- ___ Council Discussion
- ___ Vote

BARNSTABLE TOWN COUNCIL

ITEM# 2025-057
INTRO: 11/21/2024

SUMMARY

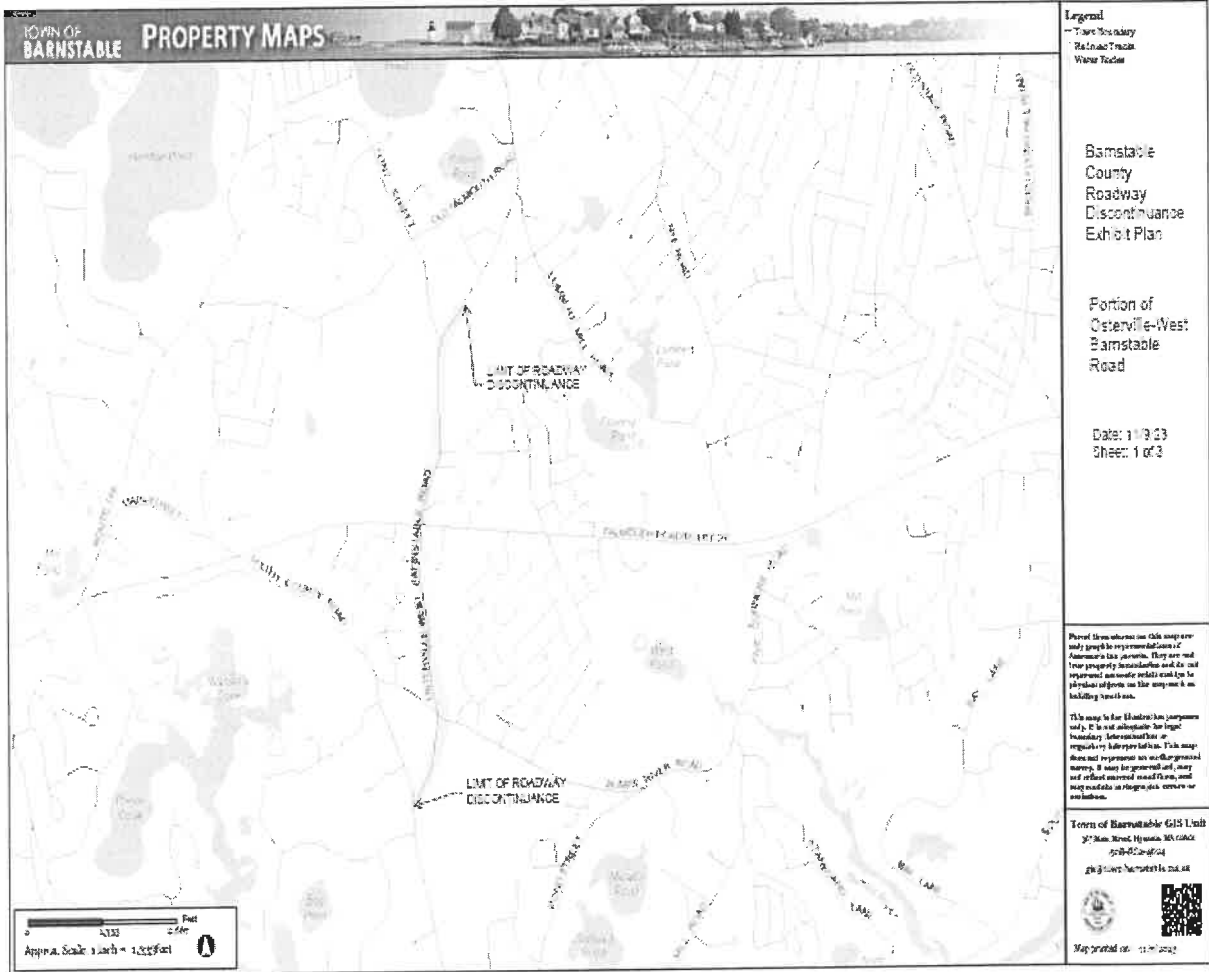
TO: Town Council
THROUGH: Mark S. Ells, Town Manager
FROM: Thomas J. LaRosa, First Assistant Town Attorney
DATE: November 21, 2024
SUBJECT: Resolve that the Town petition the County Commissioners of Barnstable County to formally discontinue two sections of county highway that together comprise a portion of Osterville-West Barnstable Road in Marstons Mills and Osterville village extending from just north of the Flint Street intersection southerly to South County Road

BACKGROUND: The involved segment of Osterville-West Barnstable Road, as roughly shown on the attached sketch plan, has not been maintained by the County for decades. Instead, the Town has maintained this roadway, even though it is not a Town road. As part of the Town's planned sewer expansion program in this area, and as a condition to securing State Revolving Fund program (SRF) funding from the Commonwealth for those efforts, the Town needs to certify to SRF that the Town has ownership/control of the roadway. The Town cannot make that certification at this time because of the County's present ownership/control of the road. In order to achieve the Town's ownership/control, the Town seeks approval to petition the County Commissioners to discontinue this portion Osterville-West Barnstable Road as a County Road. Discontinuance of this segment of roadway will mean that the roadway is no longer a County Road but, instead, a Town-owned public way. At that point, the Town will control the use of the roadway and will be able to make the necessary certification of title to SRF in order to finalize state funding and move forward with imminent sewer expansion in this area.

FISCAL IMPACT: The Town has maintained this segment of roadway for decades, as the County has not had a public works staff to undertake maintenance. With that, the Town already budgets for this roadway segment. Accordingly, no impact is anticipated on the Town budget resulting from the legal formality of transferring this segment of public way from the County to the Town.

STAFF SUPPORT: Thomas J. LaRosa, First Assistant Town Attorney; Griffin Beaudoin, Town Engineer; Shane Brenner, Town Surveyor.

SKETCH PLAN FOR DISCONTINUANCE PETITION
 OSTERVILLE-WEST BARNSTABLE ROAD,
 MARSTONS MILLS AND OSTERVILLE



Legend
 - - - Town Boundary
 - - - - - Railroad Tracks
 - - - - - Water Bodies

Barnstable
 County
 Roadway
 Discontinuance
 Exhibit Plan

Portion of
 Osterville-West
 Barnstable
 Road

Date: 1/19/23
 Sheet: 1 of 3

Please view where an GIS map is available and apply to your jurisdiction. If necessary, the owner, they are not their property boundaries and do not represent an order which shall be the primary of facts on the same as on building records.

This map is for illustrative purposes only. It is not intended for legal boundary determination. It is not a regular survey. This map does not represent an unobstructed survey. It does not guarantee, may not reflect current road lines, and may not be used as a legal basis for any action.

Town of Barnstable GIS Unit
 270 Main Street, Barnstable, MA 02532
 508-548-2524
 gis@townofbarnstable.com

Map printed on: 11/16/2022

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

BARNSTABLE TOWN COUNCIL

**ITEM# 2025-058
INTRO: 11/21/2024**

2025-058 RESOLVE THAT THE TOWN PETITION THE COUNTY COMMISSIONERS OF BARNSTABLE COUNTY TO FORMALLY DISCONTINUE TWO SECTIONS OF COUNTY HIGHWAY THAT TOGETHER COMPRISE THE ENTIRE LENGTH OF BUMPS RIVER ROAD AND A PORTION OF PARK AVENUE IN THE VILLAGES OF MARSTONS MILLS, OSTERVILLE AND CENTERVILLE

RESOLVED: That the Town Council hereby approves of filing a petition pursuant to M.G.L. c. 82, § 5, with the County Commissioners of Barnstable County to formally discontinue two sections of County highway that together comprise the entire length of Bumps River Road and a portion of Park Avenue in the villages of Marstons Mills, Osterville and Centerville, as follows:

Both sections constitute the entire area described in a Barnstable County Commissioners' layout and order of taking dated February 2, 1928, and recorded in the Barnstable County Registry of Deeds in **Book 450, Page 364**, and shown on a set of plans of land recorded in said Registry in Plan Book 22, Pages 85 (sheets F-1 and F-2), 87 (sheets F-1 and F-2), 89, (sheets F-1 and F-2), 91 (sheets F-1 and F-2) and 93 (sheets F-1 and F-2). The involved portion of Park Street, including at its intersection with Old Stage Road and Main Street, was the subject of a prior discontinuance made by the County Commissioners as recorded in **Book 36144, Page 247**, which petition was made by the Town pursuant to Item 2024-051, approved on October 19, 2023. However, that resolve contained an incorrect deed reference and an unclear description by referring to an unrecorded plan.

The intent of this resolve is to achieve the discontinuance of Bumps River Road, confirm the prior discontinuance of the portion of Park Avenue, and render said sections of the County highway a Town way by operation of M.G.L. c. 82, § 5; and further, that said petition request that the discontinued sections of said County highway remain a public way. The Town Manager is authorized, on behalf of the Town, to file the petition with the County Commissioners and to execute and deliver any documents necessary to effectuate this resolve.

SPONSOR: Mark S. Ells, Town Manager

DATE	ACTION TAKEN
_____	_____
_____	_____

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

BARNSTABLE TOWN COUNCIL

ITEM# 2025-058
INTRO: 11/21/2024

SUMMARY

TO: Town Council
FROM: Thomas J. LaRosa, First Assistant Town Attorney
THROUGH: Mark S. Ells, Town Manager
DATE: November 21, 2024
SUBJECT: Resolve that the Town petition the County Commissioners of Barnstable County to formally discontinue two sections of county highway that together comprise the entire length of Bumps River Road and a portion of Park Avenue, including at its the intersection with Old Stage Road and Main Street, in Marstons Mills, Osterville and Centerville Villages

BACKGROUND: Bumps River Road and the involved section of Park Avenue, as roughly shown on the attached sketch plan, have not been maintained by the County for decades. Instead, the Town has maintained these roadways, even though neither is a Town road. As part of the Town's planned sewer expansion program in this area, and as a condition to securing State Revolving Fund program (SRF) funding from the Commonwealth for those efforts, the Town needs to certify to SRF that the Town has ownership/control of the roadways. The Town cannot make that certification at this time because of the County's present ownership/control of the roads. In order to achieve the Town's ownership/control, the Town seeks approval to petition the County Commissioners to discontinue the entire length of Bumps River Road and a portion of Park Avenue as County roads.

The involved portion of Park Street, including at its the intersection with Old Stage Road and Main Street, was the subject of an earlier discontinuance petition pursuant to Item 2024-051, passed October 19, 2023. However, that resolve contained an incorrect deed reference (i.e., Book 450, Page 64, was listed but the page number should have been 364) and included an unclear land description by referring to an unrecorded plan. These concerns carried over into the vote made by the County Commissioners. This resolve is intended to confirm that prior discontinuance as part of achieving this larger new discontinuance.

Discontinuance of these segments of roadway will mean that the roadways are no longer County roads but, instead, Town-owned public ways. At that point, the Town will control the use of the roadways and will be able to make the necessary certification of title to SRF in order to finalize state funding and move forward with imminent sewer expansion in this area.

FISCAL IMPACT: The Town has maintained these segments of roadway for decades, as the County has not had a public works staff to undertake maintenance. With that, the Town already budgets for these roadways. Accordingly, no impact is anticipated on the Town budget resulting from the legal formality of transferring these segments of public way from the County to the Town.

STAFF SUPPORT: Thomas J. LaRosa, First Assistant Town Attorney; Griffin Beaudoin, Town Engineer; Shane Brenner, Town Surveyor.

