

COMMONWEALTH OF MASSACHUSETTS
APPELLATE TAX BOARD

FRANCINE CROGNALE

v.

**BOARD OF ASSESSORS OF
THE CITY OF BOSTON**

Docket No. F344367

Promulgated:
October 23, 2025

This is an appeal filed under the formal procedure pursuant to G.L. c. 58A, § 7 and G.L. c. 59, §§ 64 and 65, from the refusal of the Board of Assessors of the City of Boston (“assessors” or “appellee”) to abate a tax on real estate owned by and assessed to Paul Revere Cooperative Inc. (“Cooperative”) for fiscal year 2021 (“fiscal year at issue”). Francine Crognale (“appellant”) is the last remaining shareholder of the Cooperative.

Commissioner Metzger heard the appeal. Chairman DeFrancisco and Commissioners Good, Elliott, and Bernier joined her in the decision for the appellee.

These findings of fact and report are made on the motion of the Appellate Tax Board (“Board”) pursuant to G.L. c. 58A, § 13 and 831 CMR 1.34, and are promulgated simultaneously with the decision.

Francine Crognale, pro se, for the appellant.

Laura Caltenco, Esq., for the appellee.

FINDINGS OF FACT AND REPORT

Based on the testimony and evidence presented at the hearing of this appeal, the Board made the following findings of fact.

I. Introduction and jurisdiction

On January 1, 2020, the Cooperative was the assessed owner of Unit 1A, a condominium unit located at 61 Prince Street in Boston (“subject property”). The subject property has a total living area of 830 square feet, with a kitchen, one bedroom, and one bathroom, featuring central air conditioning and forced hot air heating. As of the relevant valuation date, the exterior and interior conditions of the subject property were stated to be average, and the view was indicated to be fair. The property record card for the fiscal year at issue indicates an effective year built of 2002.

For the fiscal year at issue, the assessors valued the subject property at \$132,900 and assessed a tax thereon, at the rate of \$10.67 per \$1,000, in the total amount of \$1,421.55, inclusive of the Community Preservation Act surcharge. The tax was timely paid without incurring interest. On February 2, 2021, the appellant timely filed an abatement application with the assessors, which the assessors denied on April 30, 2021. The appellant timely filed this appeal with the Board on July 30, 2021.¹ Based on these facts, the Board found and ruled that it had jurisdiction to hear and decide this appeal.

¹ The appellant’s petition was stamped as received by the Board on August 10, 2021, but the petition was mailed in an envelope postmarked July 30, 2021. Under G.L. c. 58A, § 7, the Board used the postmark date as the date of filing.

II. History of the Cooperative and the subject property

A. Creation of the Paul Revere Condominium, Inc.

On August 7, 1985, as stated in a Clerk's Certificate, the Clerk of Paul Revere Housing, Inc., a Massachusetts corporation, certified that at a special meeting held on June 13, 1985, the directors of Paul Revere Housing, Inc. voted to convert the property at 61 Prince Street into a "condominium regime of ownership" and sell its entire interest in the property.

On October 3, 1985, the Paul Revere Condominium Association, Inc. ("Paul Revere Condominium") was created by a Master Deed recorded with the Suffolk County Registry of Deeds. The Master Deed itself was not entered into evidence, although the record indicates that twenty-four condominium units were created.

B. Formation of the Cooperative

Less than one year later, on August 5, 1986, Articles of Organization for the Cooperative were filed with the Secretary of the Commonwealth of Massachusetts. The Cooperative was formed principally:

- (a) To acquire 11 Condominium Units [] in the Paul Revere Condominium, a 24 unit multifamily residential building located at 61 Prince Street, Boston, Massachusetts [] for the purpose of providing dwelling accommodations on a cooperative plan for persons and families of low and moderate incomes; [and]
- (b) to operate, maintain and improve, and to buy, own, sell, convey, assign, mortgage or lease the Property and any other real estate and any personal property necessary or convenient to the operation of the corporation

The Articles of Organization authorize the issuance of 100 shares of common stock without par value, and require an allocation by the Board of Directors of the Cooperative of shares to a particular apartment unit that bears a reasonable relationship to the portion

of the value of the Cooperative's equity attributable to that unit. A purchaser of shares allocated to a unit is required to execute an occupancy agreement for the specific unit as prescribed by the by-laws of the Cooperative. Neither an example of an occupancy agreement (and particularly the occupancy agreement for the appellant) nor the by-laws were entered into evidence.

While the entirety of the Articles of Organization was not entered into evidence, the portions in evidence detail the procedures for the purchase and sale of shares. Shares can only be sold to a purchaser who is a "qualified person," defined in the Articles of Organization as "a person or persons approved by the corporation" and who meet "such income guidelines as may be established from time to time by the corporation," among other requisites.

The Articles of Organization specify that whenever the Cooperative elects to purchase shares from a shareholder, or a shareholder chooses to sell their shares to a qualified person, "the purchase and sale of such stock shall be transacted in consideration of an amount not to exceed the 'transfer value' of the stock."² The transfer value paid to the shareholder cannot exceed the sum of the following:

- (1) the purchase price paid by the selling shareholder in consideration of the acquisition of the shares owned by that shareholder;
- (2) the amount paid by the shareholder allocable to principal payments on the Cooperative's blanket mortgage;
- (3) up to an amount of \$2,500 for any improvements to the unit that the shareholder was entitled to occupy; and
- (4) an annual adjustment amount based on the increase in a designated Consumer Price Index.

² General Laws c. 157B, § 4, concerning cooperative corporations, defines "transfer value" as "the value which may be paid or received upon the sale or transfer of the stock of a cooperative corporation."

The Articles of Organization also specify that a shareholder can surrender their shares upon giving the Cooperative notice of at least ninety days before the first day of the month in which the surrender is to become effective. If the Cooperative accepts the surrender, the Cooperative will then “proceed with reasonable diligence to sell the stock to a purchaser and at a price reasonably acceptable to the” Cooperative. From such a sale, the surrendering shareholder is entitled to the lesser of the net proceeds of the sale or the transfer value of the shares surrendered.

Pursuant to the Articles of Organization, the Cooperative also has a right of first refusal with respect to any sale of shares.

C. The Cooperative’s units in the Paul Revere Condominium

On August 25, 1986, by Unit Deed with quitclaim covenants, Paul Revere Housing, Inc., for consideration of \$1,269,875, granted to the Cooperative the following eleven units located in the Paul Revere Condominium: Units 1A (the subject property), 2A, 2C, 2E, 2F, 3A, 3C, 3E, 3F, 4C, and 4F (“original Cooperative units”).

Through a transaction, the exact details and dates of which are not in evidence, the appellant paid \$5,188 for shares of the Cooperative that entitled her to occupy the subject property.

Through various transactions, the exact details, amounts, and dates of which are not in evidence, ten of the eleven shareholders of the Cooperative (“former Cooperative shareholders”) became the owners of the following units allocated to their respective shares – Units 2A, 2C, 2E, 2F, 3A, 3C, 3E, 3F, 4C, and 4F (“former Cooperative units”). Thus, the Cooperative no longer owned these ten units. The record includes the following details relating to five of the former Cooperative units:

Unit	Date of Sale	Sale Price
2A	April 3, 2001	\$51,307
2C	April 3, 2001	\$50,214
3A	July 6, 2001	\$62,120
3E	April 3, 2001	\$61,525
4C	April 3, 2001	\$50,214

The appellant chose not to purchase the subject property and she is thus the sole remaining shareholder of the Cooperative.

D. Amendment to Condominium Documents

On October 15, 2000, by an Amendment to Master Deed for the Paul Revere Condominium, a new Article X was inserted, adding restrictions applicable to “[e]ach Unit which was formerly owned by the Paul Revere Cooperative Corporation, Inc.” Among the restrictions is the provision that upon the initial transfer or conveyance of a unit “formerly owned by the Paul Revere Cooperative Corporation, Inc.,” the owner of the unit shall “receive from the proceeds of such transfer or conveyance not more than the aggregate of:

- (1) such amount as the Unit Owner would have been entitled to receive upon the transfer of the share which they previously held in the Cooperative as provided for in the Cooperative Documents;
- (2) \$65,000; and
- (3) \$2,500 for each full calendar year during which they continue to own the Unit after the conveyance to such Unit Owner from the Cooperative up to a total of \$25,000.”

The amendment further indicates that “[t]he remaining balance of any proceeds of such initial transfer or conveyance shall be paid to the Paul Revere Charitable Trust to . . . be set up for this purpose to be held and distributed pursuant to the provisions of the Trust.” Pursuant to the amendment, the Trust and the Planning Office for Urban Affairs of the Archdiocese of Boston are “granted a right of first refusal in respect of such initial

conveyance of such Units and which right of first refusal shall expire following such initial conveyance of the Unit”

The Amendment describes each unit formerly owned by the Cooperative as “specifically, Units 1A, 2A, 2C, 2E, 2F, 3A, 3C, 3E, 3F, 4C, and 4F.” Notwithstanding the reference to Unit 1A, however, the Amendment does not affect the subject property because its owner was not a signatory, and Unit 1A is still owned by the Cooperative.

III. The parties’ cases

This appeal raises the question of whether the fair cash value of the subject property for the fiscal year at issue was limited to the appellant’s transfer value for her Cooperative shares.

A. The appellant’s case

The appellant maintained that the assessed value of the subject property should be limited to her transfer value – the value that she could receive for her shares of the Cooperative - an amount she contended to be \$13,853.

Apart from her own testimony, the appellant relied on a letter dated January 29, 2024, to her from William H. Grogan, President of the Planning Office for Urban Affairs of the Archdiocese of Boston (“Grogan letter”), and a series of letters that she sent to Attorney Caltenco. Mr. Grogan’s relevance concerning Cooperative matters was not clear, but as the Grogan letter was sent to the appellant in response to a letter that was sent by her, the Board concluded that he held some degree of authority in matters concerning the Cooperative.

In the Grogan letter, Mr. Grogan noted that the appellant was the sole remaining shareholder of the Cooperative. He estimated that, pursuant to the Articles of

Organization, she would be entitled to receive approximately \$13,853 “upon a sale of the Unit.” He incorrectly stated in the letter that: “Pursuant to that certain Amendment to Master Deed of the Condominium, dated October 15, 2000, the Planning Office for Urban Affairs, Inc. holds a right of first refusal on the initial sale of the Unit.” As explained previously, the subject property is not controlled by the Amendment to Master Deed (though the Articles of Organization give the Cooperative a right of first refusal on the sale of Cooperative shares).

Through documentary evidence and testimony, the appellant argued that former Cooperative units are being taxed at the amount of money that the former Cooperative shareholders can receive at resale (“resale value”) of their units, not market value, and that the same should apply with respect to her unit. She referred to former Cooperative Units 2A, 2C, 3A, 3E, and 4C, and their respective assessed values of \$161,500, \$161,500, \$173,500, \$171,300, and \$161,500, versus Unit 4E (a unit at the Paul Revere Condominium that was never owned by the Cooperative) and its assessed value of \$765,800. Upon questioning, the appellant admitted that these were assessed values for fiscal year 2024 and not the fiscal year at issue, and that she obtained the values from the city’s website. She did not provide evidence to establish that the assessed values for these former Cooperative units corresponded to the resale value that a former Cooperative shareholder could recoup on a sale according to the formula in the Amendment to Master Deed.

Though she relied on the former Cooperative units in making her argument, the appellant also sought to distinguish herself from those units, claiming her situation and the situation of the former Cooperative shareholders were “apples and oranges” and that

she was at “the lowest tier” at what she could get upon a sale because they have unit deeds and she does not.

The appellant testified that if she wanted to sell her Cooperative shares, Mr. Grogan “would handle everything.” She posited that “they would sell it and they would get [whatever the market is] and then I would get this piece of distribution.” She indicated that “we’re not supposed to get more than what we put into it so that was the basis of how they would keep it that way” and “I cannot sell it to anybody I have to go to Mr. Grogan and say I’m ready to sell my unit and they would take over from there, they would do the paperwork.”

B. The assessors’ case

The assessors, through the testimony of their witness, Assessor Tommy Di Stasi, and documentary evidence, explained that the former Cooperative units are not assessed at their resale value as alleged by the appellant. The former Cooperative units and the subject property are assessed at what the assessors refer to as an affordable rate. The assessors have followed this practice with respect to both the subject property and the former Cooperative units as far back as the early 2000s, at the time when the former Cooperative shareholders purchased their units. To calculate this affordable rate, the assessors started with the purchase prices of the former Cooperative units and have consistently applied a 5 percent increase in assessed values per fiscal year. The purchase prices of the former Cooperative units served as sales comparables used for purposes of determining a base value for the subject property, to which the assessors consistently

have applied a 5 percent increase in assessed value per fiscal year.³ In applying this same affordable rate to all the original Cooperative units, the assessors determined that these units are all condominium units with intended use as affordable housing, whether owned by the Cooperative or former Cooperative shareholders.

To corroborate this practice of applying an affordable rate, the assessors introduced property record cards into evidence for the subject property, five former Cooperative units, and a condominium unit in the Paul Revere Condominium that was never part of the Cooperative. For the fiscal year at issue, the property record card for the subject property shows a valuation via multiple-regression analysis⁴ of \$544,600. An override was applied by the assessors to adjust this value to \$132,900, which is a rounded 5 percent increase over the fiscal year 2020 assessed value of \$126,600. Similarly for the fiscal year at issue, the property record card for former Cooperative Unit 2A shows a valuation via multiple-regression analysis of \$762,500. An override was applied by the assessors to adjust this value to \$139,500, which is a rounded 5 percent increase over the fiscal year 2020 assessed value of \$132,900. Conversely, the fiscal year at issue's property record card for Unit 4E, which was never a part of the Cooperative, shows a valuation via multiple-regression analysis (and assessed value) of \$728,600 with no override.

³ Based on evidence and using the assessors' 5 percent-increase methodology, the base value for the subject property would have been approximately \$48,500 in 2001. In comparison, the purchase prices in 2001 for former Cooperative units 2A, 2C, 3A, 3E, and 4C, ranged from \$50,214 to \$62,120.

⁴ Multiple-regression analysis is "[a] technique for analyzing the relationship between one dependent (outcome) variable and more than one independent (explanatory or predictor) variable." THE DICTIONARY OF REAL ESTATE APPRAISAL at 297 (7th Edition). "Regression models have been used for mass appraisal by property tax assessors for many years, especially in highly developed residential markets, because regression modeling is more resource-efficient than performing a traditional appraisal for each property in a large assessment district with an active real estate market." THE APPRAISAL OF REAL ESTATE at 268 (15th Edition).

The assessors argued that fair cash value, the resale value per the Amendment to Master Deed, and the appellant's transfer value are not synonymous concepts. By way of example, they cited a letter dated April 19, 2022, in which the attorney representing the Planning Office for Urban Affairs of the Archdiocese of Boston and the Trustees of the Paul Revere Charitable Trust, contacted the attorneys representing the estate of Maria Ginnetti. Ms. Ginnetti was a former Cooperative shareholder and the owner of Unit 2E – a former Cooperative unit. This unit was conveyed to Ms. Ginnetti subject to the Amendment to Master Deed. The letter stated that the estate would be able to receive a resale value of only \$151,237.72 upon the sale of the unit, pursuant to the formula set forth in the Amendment to Master Deed. The letter demanded that the estate immediately list the unit for sale on the open market or a lawsuit would be filed against the estate by the Archdiocese and the Trust, seeking declaratory judgment and specific performance. Unit 2E sold for \$865,000 on March 20, 2023, more than five times the resale value that the estate was entitled to receive per the Amendment to Master Deed.

IV. The Board's findings

Based on the above and the evidence of record, and as discussed further in the Opinion below, the Board found that the appellant failed to establish that the fair cash value of the subject property was less than the assessed value for the fiscal year at issue. The assessors, conversely, established that the subject property was assessed even lower than what the assessors considered a fair cash value for the subject property for the fiscal year at issue.

Critically, the appellant focused her entire case on her transfer value. The appellant's contention that the subject property should be assessed at \$13,853 for the

fiscal year at issue considered only the amount the appellant would then have been able to receive per the Articles of Organization upon a disposition of her shares of the Cooperative. The Cooperative itself purchased the eleven original Cooperative units in 1986 for \$1,269,875 - an average of \$115,443 per unit - more than thirty years before the relevant date of assessment for the fiscal year at issue.

The Cooperative - not the appellant - owns the subject property. The Cooperative has the right to sell the subject property per the Articles of Organization, and it exercised that right with the former Cooperative units. The Articles of Organization do not limit the Cooperative to a sale price for the subject property, or even a sale price for shares of the Cooperative. While the appellant may be limited in how much she can recoup upon a disposition of her shares, the Articles of Organization provide for no such limitation applicable to the Cooperative's disposition of the subject property itself or any other restrictions, governmental or private.

Further, the assessors established that the subject property has consistently been assessed well below a value at which the assessors normally would assess such a property. Since the early 2000s, the assessors have used the purchase prices of the former Cooperative units as a baseline for assessments of those units and the subject property, with 5 percent increases in assessed values per year. Property records cards with respect to the fiscal year at issue demonstrate the much higher multiple-regression analysis values that the assessors overrode for the former Cooperative units and the subject property. Other units that were never part of the Cooperative, including Unit 4E, have not been assessed at this discounted affordable rate.

The appellant provided no evidence to challenge the assessors' valuation methodology, merely alleging an "apples and oranges" theory and non-existent "tiers" between the subject property and the former Cooperative units.

Accordingly, the Board issued a decision for the appellee for the fiscal year at issue.

OPINION

The assessors are required to assess real estate at its fair cash value. G.L. c. 59, § 38. Fair cash value is defined as the price on which a willing seller and a willing buyer will agree if both are fully informed and under no compulsion. ***Boston Gas Co. v. Assessors of Boston***, 334 Mass. 549, 566 (1956).

A taxpayer has the burden of proving that the property at issue has a lower value than that assessed. "The burden of proof is upon the petitioner to make out its right as [a] matter of law to [an] abatement of the tax." ***Schlaiker v. Assessors of Great Barrington***, 365 Mass. 243, 245 (1974) (quoting ***Judson Freight Forwarding Co. v. Commonwealth***, 242 Mass. 47, 55 (1922)). "[T]he board is entitled to 'presume that the valuation made by the assessors [is] valid unless the taxpayer[] sustain[s] the burden of proving the contrary.'" ***General Electric Co. v. Assessors of Lynn***, 393 Mass. 591, 598 (1984) (quoting ***Schlaiker***, 365 Mass. at 245).

In appeals before the Board, a taxpayer "may present persuasive evidence of overvaluation either by exposing flaws or errors in the assessors' method of valuation, or by introducing affirmative evidence of value which undermines the assessors' valuation." ***General Electric Co.***, 393 Mass. at 600 (quoting ***Donlon v. Assessors of Holliston***,

389 Mass. 848, 855 (1983)). In the present appeal, the appellant provided no evidence of flaws or errors in the assessors' method of valuation and failed to present affirmative evidence of overvaluation, focusing only on the transfer value that she could receive for her Cooperative shares. See ***Fox v. Assessors of Longmeadow***, Mass. ATB Findings of Fact and Reports 2021-479, 483 (finding that "the lack of any quantifiable impact on the subject property's fair cash value was critically lacking"). Moreover, the Board found no reason to conclude that the assessors' valuation methodology applied since the early 2000s with respect to the subject property, as well as the similarly situated former Cooperative units, resulted in overvaluation of the subject property.

Accordingly, the Board issued a decision in favor of the appellee.

THE APPELLATE TAX BOARD

By: 
Mark J. DeFrancisco, Chairman

A true copy,

Attest: 
Clerk of the Board