HEARINGS, MEETINGS, LICENSES

1-11-16

Denia Thomas
3 Kevin Drive
Middleboro, MA. 02346

Board of Selectman
Rent Control Division
Middleboro MA. 02346
December 30, 2015

Re: Hillcrest Mobile Home Park

To Whom It May Concern:

I would like to bring to your attention a couple of issues that I feel are note worthy.

First:

On the night of the rent increase meeting the accounting board had a raffle. One was worth $50.00 and two worth $25.00. And he said, "Let's vote on the increase then we can have the raffle".

Second:

The actual number of homes in this community is 95.

Thank you for your consideration

D Thomas

Dear Board of Selectmen / Board of Health, and Rent control Board,

My name is Susan Ware, 15 Kevin Dr. Hillcrest Mobile Home Park, Middleboro. Phone 508-525-7565.

1.) The Association borrowed 2 million, 500,000 dollars. The $500,000 was for repairs. Roads, new pump for water, update electrical repairs on David Drive.

All the roads were not done. Lisa Drive, David Dr, Gladys drive, and part of Kevin Drive. Only one road Roller Drive. We were told that one road was $90,000.00. The company didn't finish the job. They didn't put the edge on the roads.

Issues were electrical (I was told) water pump.

Water leaks on old pipes, new shingles on mailboxes roof, and garage torn down was not done as promised.

What happened to the rest of the 500,000.00 dollars. The tenents should know.

Also, this mortgage was an adjustable not a fixed rate mortgage. Most tenents did not know this, as I was told we did not have the down payment. I have still not received the paperwork as to who signed this agreement. This was done without knowledge of this very important information. I am very afraid of the interest rates and

NOTE BOOK

how much our rent will go up in the future and if people on fixed incomes and still live here! Whoever signed this agreement was extremely stupid! Sorry for the frustrated language.

I was also told the engineers screwed up the land area, therefore all the roads could not be done.

Before land or business is bought the land is always surveyed. Therefore, this arguement is not valid.

This park was bought under false pretext in my opinion. What do we do now. Also, pot holes were not done either. There more like craters, at least some.

I was told 2 to 3 years from now there will be a new clubhouse. Costing approximately 60,000. to 80,000. dollars. The club-house we have can be added onto. With new bath, heat, appliances, etc. This seems more reasonable, than spending money we don't have.

Students also only receive Social Security (most.)

The water bill over the interest rates seem to be more important. I am really worried about this new unreasonable information.

I am sorry about the hand writing.

Thank you

Susan Ware

Miquelrius NOTE BOOK

NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, December 21, 2015 at 7:30 PM** in the Selectmen's Meeting Room at the Middleborough Town Hall in Middleborough, MA. The hearing will be conducted pursuant to the authority under the Rent Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents And Evictions" and Chapter 703 of the Acts of 1985 to consider a petition filed by Hillcrest Mobile Home Tenants Association, Inc. for an increase in rents to be paid by tenants of Hillcrest Mobile Home Park (the "Park"). Hearing procedures will be governed by the Informal/Fair Hearing Rules pursuant to 801 CMR 1.02. The Park Owner and the tenants shall each have the right to participate in the hearing and have the right to be represented at the hearing by an authorized representative or attorney. They, or their representative/attorneys, shall have the right to prepare and present relevant evidence and argument at the hearing. Information relating to operating expenses, incurred by the Park, is on file with the Rent Board at the office of the Board of Selectmen in the Town Hall, 10 Nickerson Ave.

The issues involved in the hearing include:

- Whether the rents paid by tenants in the Park will be increased.

TOWN OF MIDDLEBOROUGH RENT BOARD
Allin Frawley, Chairman
Leilani Dalpe, Vice Chairman
John M. Knowlton
Diane Stewart
Stephen J. McKinnon

Publish: December 3, 2015

Please invoice the Town of Middleborough Board of Selectmen's office.
Advertiser # 300074

continued to 1-11-16 @ 7:30 PM

Hillcrest Mobile Home Tenants Association
79 E. Grove Street, Middleborough, MA 02346

October 1, 2015

To the Middleborough Rent Board,

When the residents of Hillcrest Mobile Home Park purchased this community in 2013, many of the projected expenses were based on estimates provided by the prior owner of the property and the Town of Middleborough. As it has turned out, many of the estimates have proven to be inadequate and, as a result we are seeking your approval for a rent increase of $32 per month, beginning January 1, 2016. Of that $32, $12 has already been approved – it was part of the original agreement with the town and our lender. Therefore, the approval we are seeking today is for the $20 difference.

This is not something we are taking lightly. Hillcrest is a low-income community and any increase at all is hard to bear. It is, however, the very best we could do considering the rising costs we are faced with. Our residents have been fully apprised of the situation and at our annual meeting on September 17, 2015 they approved the board's proposed budget, including the $32 increase, by a vote of 25-4.

The most significant cost increases that are triggering this increase are water, sewer and property taxes. Water and sewer charges were budgeted back in 2013 based on very rough estimates because the previous owner had allowed a broken meter to go unattended to for many years and the town was forced to estimate water charges. Through no one's fault, these estimates were on the low side and subsequent hikes in both water and sewer rates over the past two years have pushed us way over budget. Property taxes have likewise risen more than anticipated and left us with a shorfall for next year.

We have been very diligent in following our budget and insuring that the park is properly maintained for our residents. While we still have some roadwork to do, we have accomplished most of the infrastructure upgrades we were funded for in 2013. Our residents have a better, safer, more pleasant place to live because they took on the mantle of resident-ownership and they have agreed, by their vote, to take on this added rent.

Our lender, ROC USA Capital, has laid out quite stringent requirements in our loan agreement (see attached) so our budget must be carefully formulated to adhere to those. In particular, we are required to maintain a debt service ratio of 1.10 to allow sufficient margin to handle emergency situations. Because of this year's extreme budget shortfall, we requested – and received – an exception to that requirement so our budget now reflects a DSCR of 1.05, which was a big help. The letter from ROC USA is attached.

We ask, in closing, that you approve this increase with the understanding that this is solely a non-profit venture and that all money collected in rents goes toward the operation, maintenance and continued improvements to the park. Thank you for your consideration.

Hillcrest Mobile Home Tenants Association Board of Directors

OWNER PETITION FOR RENT ADJUSTMENT
RENT SCHEDULE

Mobile Home Park: Hillcrest Mobile Home

Please read instructions on previous page

TENANT'S NAME: (1)	DATE LEASE EXPIRES (MO/DAY/YR) (2)	DATE(S) RENT LAST SET (MO/DAY/YR) (3)	CURRENT MONTHLY RENT (4)	PROPOSED MONTHLY INCREASE (5)	PROPOSED TOTAL MONTHLY RENT (4 + 5 = 6)	CURRENT MONTHLY TOWN TAX (7)
Alden D.	T/W	01/01/15	$ 298	$32	$ 330	12.00
Baker J	T/W	01/01/15	298	32.	330	12 —
Baker S.	T/W	01/01/15	298	32.	330	12 —
Bangs P.	T/W	01/01/15	298	32.	330	12 —
Beaudoin R.	T/W	01/01/15	298	32.	330.	12 —
Beech R.	T/W	01/01/15	298	32.	330	12 —
Bergeron V.	T/W	01/01/15	298	32.	330	12 —
Blackden E.	T/W	01/01/15	298	32.	330	12 —
Booker G.	T/W	01/01/15	298	32.	330	12 —
Borges D.	T/W	01/01/15	298	32.	330	12 —
Borges D + A.	T/W	01/01/15	298	32.	330	12 —
Bower T.	T/W	01/01/15	298	32.	330	12 —
Brewer G	T/W	01/01/15	298	32.	330	12 —
Brown R.	T/W	01/01/15	298	32.	330	12 —
Brown R	T/W	01/01/15	298	32.	330	12 —
Bunevicz A	T/W	01/01/15	298	32.	330	12 —
Capeau R.	T/W	01/01/15	298	32.	330	12 —
Chadwick N	T/W	01/01/15	298	32.	330	12 —
Chapman P.	T/W	01/01/15	298	32.	330	12 —
Chiodi V.	T/W	01/01/15	298	32.	330	12 —
Cobon B	T/W	01/01/15	298	32.	330	12 —
Cormier J.	T/W	01/01/15	298	32.	330	12 —
Cosmo J + G	T/W	01/01/15	298	32.	330	12 —
Costonis G.	T/W	01/01/15	298	32.	330	12 —
Cavel M.	T/W	01/01/15	298	32.	330	12 —
Crowley D.	T/W	01/01/15	298	32.	330	12 —
Cuddy E.	T/W	01/01/15	298	32	330	12 —
Dacey J.	T/W	01/01/15	298	32	330	12 —
Dacosta M.	T/W	01/01/15	298	32	330	12 —
DeSilva M.	T/W	01/01/15	298	32	330	12 —
DeMoraville D	T/W	01/01/15	298	32	330	12 —
Denavit P	T/W	01/01/15	298	32.	330	12 —
		MONTHLY TOTAL:	$	$	$	$
		YEARLY TOTAL:	$	$	$	$

Please List ALL mobile home accommodations whether requesting an Increase or not, for a particular Unit.

OWNER PETITION FOR RENT ADJUSTMENT
RENT SCHEDULE

Mobile Home Park: Hillcrest mobile Home

Please read instructions on previous page

TENANT'S NAME: (1)	DATE LEASE EXPIRES (MO/DAY/YR) (2)	DATE(S) RENT LAST SET (MO/DAY/YR) (3)	CURRENT MONTHLY RENT (4)	PROPOSED MONTHLY INCREASE (5)	PROPOSED TOTAL MONTHLY RENT (4 + 5 = 6)	CURRENT MONTHLY TOWN TAX (7)
Dickenson B.	T/W	01/01/15	$ 298	$ 32	$ 330	12 —
DiCostanzo M	T/W	01/01/15	298	32	330	12 —
Dube T.	T/W	01/01/15	298	32	330	12 —
Duff, S	T/W	01/01/15	298	32	330	12 —
Duquette J	T/W	01/01/15	298	32	330	12 —
Eaton C.	T/W	01/01/15	298	32	330	12 —
Eaton C	T/W	01/01/15	298	320	330	12 —
Eaton D.	T/W	01/01/15	298	320	330	12 —
Fay W	T/W	01/01/15	298	320	330	12 —
Ferguson, A	T/W	01/01/15	298	320	330	12 —
Ferreira D.	T/W	01/01/15	298	320	330	12 —
Finneran D	T/W	01/01/15	298	320	330	12 —
Fogerty W	T/W	01/01/15	298	320	330	12 —
Frayo R	T/W	01/01/15	298	320	330	12 —
Freitas F.	T/W	01/01/15	298	320	330	12 —
Gagnon D	T/W	01/01/15	298	320	330	12 —
Galante R	T/W	01/01/15	298	320	330	12 —
		MONTHLY TOTAL:	$	$	$	$
		YEARLY TOTAL:	$	$	$	$

Please List ALL mobile home accommodations whether requesting an Increase or not, for a particular Unit.

OWNER PETITION FOR RENT ADJUSTMENT
RENT SCHEDULE

Mobile Home Park: Hillcrest mobile Home

Please read instructions on previous page

TENANT'S NAME:	DATE LEASE EXPIRES (MO/DAY/YR)	DATE(S) RENT LAST SET (MO/DAY/YR)	CURRENT MONTHLY RENT	PROPOSED MONTHLY INCREASE	PROPOSED TOTAL MONTHLY RENT	CURRENT MONTHLY TOWN TAX
(1)	(2)	(3)	(4)	(5)	(4 + 5 = 6)	(7)
Gamache, J	T/W	01/01/15	298.—	32.—	330.—	12.—
Garland, C	T/W	01/01/15	298.—	32.—	330.—	12.—
Gates, D	T/W	01/01/15	298.—	32.	330	12.—
Gravelin, C	T/W	01/01/15	298.—	32.—	330.—	12.—
Harrison, M	T/W	01/01/15	298.—	32.—	330	12.—
Horsman, T	T/W	01/01/15	298.—	32.—	330.—	12.—
Horsman, +	T/W	01/01/15	298.—	32.—	330.—	12.—
Hobitson, R	T/W	01/01/15	298.—	32.—	330.—	12.—
Kerr, M	T/W	01/01/15	298	32.—	330.—	12
Kupchen, W	T/W	01/01/15	298.—	32.—	330	12.—
Labouliere, V	T/W	01/01/15	298.—	32.—	330	12.—
Leveille, R	T/W	01/01/15	298.—	32.—	330.—	12.—
Lindfors, B	T/W	01/01/15	298.—	32.—	330.—	12.—
Liew Feng, R	T/W	01/01/15	298.—	32.—	330.—	12.—
McCabe, F	T/W	01/01/15	298.—	32	330	12.—
McCarthy, F	T/W	01/01/15	298	32.—	330.—	12.—
McCombes, J	T/W	01/01/15	298.—	32.—	330.—	12.—
McDade, M	T/W	01/01/15	298.—	32.—	330.—	12.—
McGrail, P	T/W	01/01/15	298.—	32.—	330.—	12.—
Minkle, J	T/W	01/01/15	298.—	32.—	330.—	12.—
Oliverea, M	T/W	01/01/15	298.—	32.—	330.—	12.—
Petty, B	T/W	01/01/15	298.—	32.—	330.—	12.—
Pitts, C	T/W	01/01/15	298.—	32	330.—	12.—
Prete, D	T/W	01/01/15	298.—	32.—	330.—	12.—
Quigley, M	T/W	01/01/15	298.—	32.—	330	12.—
Robbins, J	T/W	01/01/15	298.—	32.—	330.—	12.—
Collins, B	T/W	01/01/15	298.—	32	330.—	12.—
Rome, C	T/W	01/01/15	298.—	32.—	330.—	12.—
Rose, L	T/W	01/01/15	298.—	32.—	330.—	12.—
Russo, R	T/W	01/01/15	298.—	32.—	330.—	12.—
Sear, Sr. H	T/W	01/01/15	298.—	32.—	330.—	12.—
Sears, H	T/W	01/01/15	298	32.—	330.—	12.—
		MONTHLY TOTAL:	$	$	$	$
		YEARLY TOTAL:	$	$	$	$

Please List ALL mobile home accommodations whether requesting an Increase or not, for a particular Unit.

OWNER PETITION FOR RENT ADJUSTMENT
RENT SCHEDULE

Mobile Home Park: Hillcrest mobile

Please read instructions on previous page

TENANT'S NAME:	DATE LEASE EXPIRES (MO/DAY/YR)	DATE(S) RENT LAST SET (MO/DAY/YR)	CURRENT MONTHLY RENT	PROPOSED MONTHLY INCREASE	PROPOSED TOTAL MONTHLY RENT	CURRENT MONTHLY TOWN TAX
(1)	(2)	(3)	(4)	(5)	(4 + 5 = 6)	(7)
Shepard, K	T/W	01/01/15	298.—	32.—	330.—	12.—
Sparrow, P	T/W	01/01/15	298.—	32.—	330.—	12.—
Goddard, D	T/W	01/01/15	298.—	32.—	330.—	12.—
Sullivan, S	T/W	01/01/15	298.—	32.—	330.—	12.—
Thayer, S	T/W	01/01/15	298.—	32.—	330.—	12.—
Trudger, D	T/W	01/01/15	298.—	32.—	330	12.—
Tuthman, N	T/W	01/01/15	298.—	32.—	330	12.—
Turnbull, T	T/W	01/01/15	298.—	32.—	330	12.—
Ciarelli, J	T/W	01/01/15	298.—	32.—	330	12.—
Vaughn, C	T/W	01/01/15	298.—	32.—	330.—	12.—
Wadsworth, B	T/W	01/01/15	298.—	32.—	330.—	12.—
Walsh, T	T/W	01/01/15	298.—	32.—	330.—	12.—
Ware, S	T/W	01/01/15	298.—	32.—	330.—	12.—
Wilson, G	T/W	01/01/15	298.—	32.—	330.—	12.—
Wilmoth, D	T/W	01/01/15	298.—	32.—	330.—	12.—
Zeronsky, W	T/W	01/01/15	298.—	32.—	330.—	12.—

Middleborough Rent Board
10 Nickerson Avenue
Middleborough, MA 02346

OWNER PETITION FOR RENT ADJUSTMENT

In the Matter of:
(Address of Property)

Hillcrest Mobile Home Tenants Assn.
Name of Mobile Home Park

79. E Grove St. Middleboro 02346
No. Street City ZIP

I HEREBY PETITION FOR ADJUSTMENT OF RENTS AT THE ABOVE NAMED PROPERTY.

THIS PETITION, INCLUDING THE ACCOMPANYING SCHEDULES AND ATTACHMENTS, SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Walter Zeronsky — Sept. 29, 2015
Signature of Owner — Date

NAME OF OWNER: Walter (FIRST) Zeronsky (LAST)

ADDRESS OF OWNER: 13 (NO.) Gerald Drive (STREET)

Middleboro (CITY) Ma (STATE) 02346 (ZIP)

TELEPHONE NO.

Mobile Home Park: HILLCREST MOBILE HOME PARK

Please answer all of these Questions:

1. Have there been any Increases or Decreases since 2014 ?
   Services: Yes ____ No ____
   Operating Expenses: Yes ✓ No ____
   Maintenance Expenses: Yes ✓ No ____

If YES, describe in detail; attach additional sheets if necessary:

SIGNIFICANT INCREASE IN WATER, SEWER AND REAL ESTATE TAXES. SEE ATTACHED FINANCIAL REPORT AND BUDGET

2. Has there been substantial deterioration of the mobile home accommodations, other than as the result of ordinary wear and tear since _____? Yes ____ No ✓
If YES, describe in detail; attach additional sheets if necessary:

3. Is there any ordinary Repair, Replacement and Maintenance presently necessary?
Yes ✓ No ____ If YES, please describe in detail; attach additional sheets as required):

Repairs to some sections of roads are necessary this year but are being funded by reserve account

4. Do the affected mobile home accommodations comply with the State Sanitary Code, the Middleborough Building Code, Fire Code and Zoning Code? Yes ✓ No ____ ?
If NO, explain and attach additional sheets as required):

5. State all arguments and reasons for seeking a Rent Increase; state any additional information that you think should be considered by the Middleborough Rent Board in setting the Rent. Attach additional sheets if necessary.

SEE ATTACHED

Step 2: Enter Estimated Actual Figures and Budget Figures

Accounts	Estimated Actual for Prior Year	Total Annual Budget		Explanation
INCOME				
Rental Income				
Lot Rental Income	[illegible]	359,352.00		$330 at minimum to meet DSCR of 1.05
Less: Lot Vacancy (negative)	[illegible]	(7,920.00)	351,432.00	
Garage Rental Income		0.00		
Less: Garage Vacancy (negative)		0.00		
Storage Rental Income		0.00		
Less: Storage Rental Vacancy (negative)		0.00		
Home Rental Income (non mobile)		0.00		
Less: Home Rental Vacancy (negative)		0.00		
RV Rental Income		0.00		
Less: RV Rental Vacancy (negative)		0.00		
Commercial or Signage Rental Income		0.00		
Less: Commercial or Signage Vacancy (negative)		0.00		
Other Rental Income - Non Lot Site	[illegible]	3,960.00		House on Association land
Less: Other Rental Vacancy (negative)		0.00	355,392.00	
Less: Discounts (enter as a negative)				
Total Rental Income	**329,396.00**	**355,392.00**		Reflects scheduled $12 increase + $17 = $30
Other Income				
Application Fee Income				
Interest Income				
Late fee Income	[illegible]	[illegible]		Closing subsidy from CDI and Seller expired
Laundry Income				
Miscellaneous Income	[illegible]	[illegible]		
Propane Income				Closing subsidy from CDI and Seller expired
Recovered Court Fees/Attorney Fees				
Sale of Homes				
Sewer Income				
Trash Removal Income				
Water Income				
Utility Income				
Total Other Income	**9,533.00**	**533.00**		
Total Income	**338,929.00**	**355,925.00**		Variance=rent increase less subsidy

Expenses				
Administrative Expenses				
Accounting/Audit Expense	[illegible]	[illegible]		Patricia Cobb
Bad Debt Expense	[illegible]	[illegible]		Budget for Uncollectible Rents here
Bank Service Charges				
Collection Expense	[illegible]	[illegible]		Included in Mgmnt and Legal; other expense
Legal Expenses	[illegible]	[illegible]		Annualized 2014;includes eviction expense
Licenses/Permits/Local Fees	[illegible]	[illegible]		Actual from 2014; renew MHC license,
Management Fee Expense	[illegible]	[illegible]		First Choice has gone to full-service PM
Marketing/Advertising Expense				
Miscellaneous Expense	[illegible]	[illegible]		Background checks
Office Expenses	[illegible]	[illegible]		Actual office expense
Onsite Management Wages/Taxes	[illegible]	[illegible]		On-site management change
Postage Expense	[illegible]	[illegible]		Estimate projected mailings in 2015
Social/Meeting Expense	[illegible]	[illegible]		Estimate - Annual cook-out
Telephone/Internet Expense	[illegible]	[illegible]		Comcast increase
Trailer Excise Taxes				
Other (1) Administrative Expenses				
Other (2) Administrative Expenses				
Total Administrative Expense	**40,153.14**	**38,423.00**		Small savings-change in on-site manager
Utility Expenses				

Step 2: Enter Estimated Actual Figures and Budget Figures

Accounts	Estimated Actual for Prior Year	Total Annual Budget		
Cable Expense	[illegible]	[illegible]		Cable is included in telephone (Comcast)
Electricity Expense	[illegible]	[illegible]		Office structure, pump, garage
Heating Fuel Expense	[illegible]	[illegible]		
Propane Expense	[illegible]	[illegible]		
Sewer Expense	[illegible]	[illegible]		
Water Expense	58,000.00	62,350.00		Sewer and water; 15% increase in sewer
Other (1) Utility Expense	[illegible]	[illegible]		
Other (2) Utility Expense	[illegible]	[illegible]		
Total Utility Expense	**60,724.00**	**65,150.00**		Large increase due to water/sewer
Operations & Maintenance Expenses				
Landscaping and grounds keeping	[illegible]	[illegible]		2014 annualized
Maintenance Employee Wages/Taxes	[illegible]	[illegible]		
Maintenance & Repairs	[illegible]	2,000.00		Water main cap expense last year
Septic Pumping	[illegible]	2,050.00		$2000 capital expense deducted
Snow Removal	[illegible]	[illegible]		2014 harsh winter
Trash Removal	[illegible]	[illegible]		No increase expected
Water Testing	[illegible]	[illegible]		Mass Rural Water dues
Vehicle Expense	[illegible]	[illegible]		N/A
Other (1) Operations & Maintenance Expense	[illegible]	[illegible]		
Other (2) Operations & Maintenance Expense	[illegible]	[illegible]		
Total Operations & Maintenance Expenses	**22,938.00**	**20,650.00**		
Insurance, RE Taxes & Reserve Contributions				
Insurance	[illegible]	[illegible]		Projected increase ~ 3%
Real estate taxes	[illegible]	[illegible]		Projected increase ~ 3%
Reserve contributions	[illegible]	[illegible]		Monthly deposits to reserve account
Total Insurance, Taxes & Reserve	**41,350.00**	**42,225.00**		
Total Expenses	**165,165.14**	**168,448.00**		
Net Income before Loans	**173,763.86**	**189,477.00**		
ROC USA Capital Mortgage Payment	[illegible]	[illegible]		
Other Loan Payment-	[illegible]	[illegible]		
Other Loan Payment-	[illegible]	[illegible]		
Other Loan Payment-	[illegible]	[illegible]		
Total Loan Payments	**175,399.70**	**180,023.40**		
Net Income	**(1,635.84)**	**9,453.60**		
[illegible]	[illegible]	[illegible]		

Step 3: Enter Planned Capital Improvements for the current budget year

Capital Improvement Budget	Estimated Cost	Source of Funds	Explanation
Road repairs	[illegible]	Replacement Reserve	
Mail shed repairs	[illegible]	Replacement Reserve	
Total Budgeted Capital Improvements	**15,500.00**		

Board Signature:

For ROC USA, Capital Use only	Approved	Portfolio Manager Signature

ROC usa®
Resident Owned Communities
BETTER TOGETHER

September 2, 2015

Hillcrest Mobile Home Tenants Association
79 East Grove Street
Middleborough, MA 02346

Dear Board Members,

We received an email from Colleen Preston of CDI on your behalf requesting that we approve the 2015-2016 budget with a Debt Service Coverage Ratio (DSCR) of 1.05x instead of the required 1.10x memorialized in the executed loan agreement. After careful review, we will accept this proposal. Thank you for putting forward a very diligent plan to try to reduce water consumption and the associated cost of local water service over the next year. We appreciate the Association's pro-active approach in this regard. Nevertheless, we would like to discuss with you and Ms. Preston the projected annual cost for repairs and maintenance -of $500. This equates to only $5 per site per year, and is considerably lower than what we see in other ROCs of similar size and age. For example, if you have one water repair or hire a company to examine, test and re-calibrate the new water meter, it typically costs more than $500. Based on our experience with other ROCs of approximately 93 homes, the minimum for miscellaneous maintenance/repair costs would likely be in the range of $2000 per year. If you agree with this assessment, the resulting monthly lot rent would need to increase to $330 in order to meet your proposed DSCR of 1.05x. ROC USA Capital's agreement to approve a budget with a DSCR of 1.05x is for one year only, through September 30, 2016. We fully expect that the FY 2016-2017 operating budget will be presented with the required DSCR of 1.10s.

As you have pointed out, the water expense increase was more than initially projected and we commend your efforts in trying to find solutions to control these costs. We look forward to your findings and hope you find some savings.

Because your community must go before the Middleborough Rent Control Board and your bylaws require you to give a 60-day notice of any rent increase, we find that the budget process should be started much earlier in order to accommodate these two issues. So we would like your cooperation in delivering future Operating Budgets at least 120 days prior to your fiscal year end. This will allow you time to set up the meeting with the Rent Control Board and send out your 60-day notices, so any rent increase can take effect at the beginning of your fiscal year.

Please let us know when you are scheduled to go in front of the rent control board as the timing of that meeting and approval may affect the budget figures. Please also countersign and return

this letter as acceptance of the amendment to the Loan Agreement changing 30 days to 120 days before fiscal year end to deliver the next fiscal year's proposed operating budget.

If you have any questions, please don't hesitate to contact me at 603-513-2804 or rwilcox@rocusa.org.

Thank you,
Robin Wilcox
Portfolio Manager

ACCEPTED AND AGREED for Hillcrest Residents Association, Inc.

_____
Date

HILLCREST MOBILE HOME TENANTS ASSOCIATION, INC.

Annual Meeting Minutes 09/17/2015

- Quorum was established. Meeting called to order at 6:45 p.m.
- Present: Board members Al Borges, Donna Gates, Marie Harrison, Richard Frazio. Treasurer John Cormier resigned in August but graciously agreed to serve as Acting President, Acting Treasurer and Acting Secretary for the duration of the meeting. He was thanked by all for his generosity.

  Also present: Michael DiCarli and Matt DiCarli representing First Choice Property Management and Colleen Preston, Technical Assistance Provider from Cooperative Development Institute.
- Mike DiCarli agreed to serve as moderator for the meeting. He helped with introductions and reviewed the agenda (attached).
- Acting Secretary John Cormier read the minutes from the previous meeting of the membership in October, 2014. Minutes were accepted by the membership.
- Acting Treasurer John Cormier reported on the financials and explained the current status. Treasurer's report was accepted by the membership (see attached).
- Membership was presented with the FY 2015-2016 budget which generated considerable discussion. The proposed budget included a $32 per month rent increase. Both Mike DiCarli and Colleen Preston spoke in defense of the budget, explaining how the numbers were arrived at and why the increase was necessary. The primary reasons for the increase were unanticipated increases in water, sewer and property taxes in the period of time between purchase and today. Initial estimates, provided by the town in 2013 were significantly less than what the community ~~expected and budgeted for~~ eventually budget for CAP. The budget passed, as presented, on a vote of 25-4.
- Nominations were taken from the floor for positions on the Board of Directors. With no opposition in any position, all candidates were elected by acclamation with a voice vote.

Mary Dube
Secretary

Board Members FY 2016	
President	Walter Zeronsky
Vice President	Richard Frazio
Treasurer	Doris Wilmoth
Secretary	Terry Dube
Director-at-large	Marie Harrison
Director-at-large	Donna Gates
Director-at-large	Al Borges
Director-at-large	Robert Capeau

- Tickets were randomly drawn for four $25 gift cards for Boston Tavern.
- Meeting adjourned 7:55 p.m.

Minutes prepared by:

Colleen Preston

Colleen Preston, CDI

9/24/2015

Date

Minutes attested by:

Terry Dube

Terry Dube, Secretary

9/24/2015

Date

Hillcrest Mobile Home Tenants Association Inc.
Profit & Loss
Accrual Basis

October 2014 through August 2015

	Oct '14 - Aug 15
Ordinary Income/Expense	
Income	
Income	
4059 · Lot Rental Income - Members	302,329.02
4063 · Other Rental Income - Non Lot	3,227.00
Total Income	305,556.02
Other Income	
4064 · Interest Income	89.33
4400 · Late Fee Income	500.00
Total Other Income	589.33
Total Income	306,145.35
Expense	
Administrative Expenses	
6063 · Accounting/Audit Expense	3,300.00
6001 · Bank Service Charges	15.00
6299 · Income Tax	456.00
6065 · Legal Fees	774.51
6070 · Licenses/Permits/Local Fees	468.50
6091 · Management Fees	9,631.75
6045 · Miscellaneous Expense	610.55
6050 · Office Expense	567.93
6291 · On-Site Management	6,427.13
6058 · Postage	189.98
6077 · Telephone/Internet Expense	1,245.00
6297 · Trailer tax	12,540.00
Total Administrative Expenses	36,226.35
6084 · Utilities	
6086 · Electricity	2,476.60
6103 · Water Expense	59,090.98
Total 6084 · Utilities	61,567.58
Operations & Maintenance Exp.	
6286 · Landscaping and Groundskeeping	138.00
6118 · Maintenance & Repairs	1,923.37
6294 · Septic Pumping	3,850.00
6093 · Snow Removal	9,055.00
6092 · Trash Removal	6,639.20
6227 · Tree Work	4,025.00
Total Operations & Maintenance Exp.	25,630.57
Insurance,RE Taxes,Res Contrib.	
6005 · Insurance Expense	5,472.50
6273 · Real Estate Taxes	27,198.19
Total Insurance,RE Taxes,Res Contrib.	32,670.69
Loan Payments	
6287 · ROC Mortgage Interest Expense	137,669.05
Total Loan Payments	137,669.05
Capital Improvements	
6080 · Capital Improvement Expense	11,110.29
Total Capital Improvements	11,110.29
Total Expense	304,874.53
Net Ordinary Income	1,270.82
Net Income	1,270.82

ROC usa
Resident Owned Communities
BETTER TOGETHER

September 23, 2013

Mr. John Cormier
President
Hillcrest Mobile Home Tenants Association, Inc.
79 East Grove Street
Middleborough, Massachusetts 02346

RE: Hillcrest Manufactured Home Community
Acquisition/Permanent Financing of up to $2,436,500

I am pleased to inform you that Resident Ownership Capital, LLC d/b/a ROC USA® Capital (hereinafter "Lender") approved acquisition/permanent financing to Hillcrest Mobile Home Tenants Association, Inc. on September 20, 2013 to finance the acquisition and improvement of the 94-site Hillcrest Manufactured Home Community (the "Property/Project") located at 79 East Grove Street in Middleborough, Massachusetts (the "Financing"). The Financing has been approved with the following terms and conditions:

1. Borrower: Hillcrest Mobile Home Tenants Association, Inc., a duly organized and existing not-for-profit corporation, incorporated pursuant to the laws of the Commonwealth of Massachusetts, with membership open to all homeowners residing at the Property. Currently, the Borrower has at least 69 members, which represents seventy-four percent (74%) of the owner-occupied homes at the Property.

2. Loan Amounts: First Mortgage Loan in an amount of up to $2,436,500 (the "First Mortgage Loan"), which shall be fully disbursed on the Closing Date.

3. Use of Financing Proceeds: Acquisition of the Property, associated soft costs, development costs, closing costs and capitalized reserve accounts and related fees in accordance with the Acquisition Budget set forth on Exhibit "A".

4. Loan Term: The Loan will mature ten years from the Closing Date and shall be amortized over a 30-year period.

5. Interest Rate: The interest rate on the First Mortgage Loan will be fixed at closing for its term at a rate of six and twenty-five one hundredths percent (6.25%).

6. Loan Fees: On the Closing Date, Borrower shall pay to Lender a loan origination fee on the First Mortgage Loan equal to seventy-five basis points (.75%) of the First Mortgage Loan Amount).

7. Loan Payments: Monthly payments of principal and interest on the First Mortgage Loan shall be due and payable in arrears on the 15th day of each month during the Loan Term, commencing on the 15th day of the first full month following the Closing Date ("Initial Payment Date"). Interest may be due at closing for the period from the closing date to the 15th day of the month in which closing occurs.

8. Prepayment: Pre-payment penalty provisions shall be incorporated in each Promissory Note, as applicable.

9. Security: The Financing will be secured by: a) a first mortgage recorded against the Property in the approximate amount of $2,436,500; b) collateral assignment of leases, rents and profits, c) covering lien on Borrower's personal property, d) collateral assignment and/or control over reserve accounts; d) assignment and subordination of financial management contract and Community Manager Contract and e) any other security deemed necessary by Lender and its legal counsel.

10. Loan Documentation: The Loan will be evidenced by two Promissory Notes. Promissory Note "A" shall be in the approximate amount of $1,816,364. ROC USA Capital may sell, assign or transfer Note "A" or interests in Note "A" to other investors. Note "B" shall be in the approximate amount of up to $620,136. Note "A" and Note "B" are collectively referred to as "The Notes". The Notes will be secured by the collateral set forth in Section 9.

11. Borrower's Equity: At closing, Borrower shall contribute at least $5,400 in equity to the acquisition and related costs shown on the attached Exhibit A. Prior to the Closing Date, Borrower shall also provide evidence of executed Membership Agreements with at least sixty-nine (69) households and that each member household has paid at least $25 under the terms of such Membership Agreement. This evidence may be in the form of a membership list certified by Borrower's corporate Secretary.

12. Compliance with Affordability Restrictions at Time of Purchase: Borrower shall certify, or provide certification of an acceptable third party, representing and warranting that at least seventy-five percent (75%) of the homeowners currently residing at the Property have incomes at or below eighty percent (80%) of the median income for the area in which the Property is located, as defined by the U.S. Department of Housing and Urban Development, and at least one of the following is also true:

a. at least twenty percent (20%) of the homeowners currently residing at the Property have incomes at or below fifty percent (50%) of the median income for the area in which the Property is located, as defined by the U.S. Department of Housing and Urban Development;

b. at least forty percent (40%) of the homeowners currently residing at the Property have incomes at or below sixty percent (60%) of the median income for the area in which the Property is located, as defined by the U.S. Department of Housing and Urban Development.

If Borrower cannot provide evidence of the above, Borrower shall provide other evidence acceptable to Lender in all respects that the Loan will finance the acquisition of the Property such that the poor or distressed are served, that the Project is part of an approved community revitalization plan, that it will combat community deterioration or blight, that the Project will otherwise lessen the burdens of government and/or that the Financing is being provided in conjunction with a state or local affordable housing program.

To comply with this condition of Closing, Borrower is to provide at or before closing evidence acceptable to Lender in all respects that household demographic surveys have been completed by at least seventy percent (70%) of the households residing in the community.

13. Compliance with ROC USA® Models: The Borrower agrees to organize, operate, control its lot leasing activity and restrict the disposition of its assets to conform to the ROC USA® Models for long-term preservation of the community as a resident owned manufactured home community dedicated to serving the needs of low and moderate income homeowners. The ROC USA® Models are attached hereto as Exhibit B and incorporated herein by this reference as if fully set forth herein. It is hereby understood and agreed that these terms survive the closing and the term of the financing.

Towards this end, Borrower agrees to:

A. Entity Choice and Asset Restrictions: Borrower agrees to choose a legal entity and/or restrict its assets in a manner that complies with Guideline #3 on the attached Resident Ownership Models, to the satisfaction of Lender.

B. Sale of Homes/Admission of New Members: Any homeowners who move to the Property after the Closing Date shall be required to be Members of Borrower. Borrower's Bylaws shall provide that Borrower will not inhibit nor exclude low- and moderate-income people from becoming members and from benefitting from membership. Borrower's Bylaws shall include a provision that requires a preference to be given to low-income buyers for 30-days (when Members sell their homes) and low-income Lessees (when lots are leased).

14. Rental Homes: At no time during the term of the Loan may more than twenty-five percent (25%) of the homes at the Property be rental units. Rental homes include those homes where residents neither own nor are interested in purchasing the home in which they reside. Rental homes do not include homes owned by those residents who are not members of Borrower. Any homes currently occupied by tenants and for which ownership shall transfer to the Borrower as of the Closing Date shall be offered for sale

by the Borrower to the current tenants within one year of the Closing Date. For any rental homes currently occupied by tenants that will not transfer to the Borrower's ownership as of the Closing Date, Borrower shall provide to Lender prior to the Closing Date a written plan for conversion of such homes to resident ownership within one year, or such other reasonable period of time allowed for pursuant to local laws.

15. Property Management – Borrower shall manage the Property in a professional manner by engaging the services of a third party professional property management agent and a consulting Community Manager. The property management plan and contract entered into by Borrower with a third party property management agent and Borrower's contract with the consulting Community Manager is subject to the prior review and approval of Lender. Borrower's annual budget for property operations shall include a line item for such management services and shall also be subject to the prior review and approval of Lender. Any future changes in third party property management agent or the consulting Community Manager, and the contracts governing such services, are subject to the prior approval of Lender.

16. Ongoing Technical Assistance – Lender has engaged the services of Cooperative Development Institute (CDI) as a certified technical assistance provider (CTAP) to provide ongoing loan servicing, asset management, organizational development and training services throughout the Loan Term. Borrower agrees to fully cooperate with the CTAP in providing the information and conducting the meetings and site inspections required for the CTAP to fulfill its contractual loan servicing responsibilities to Lender. In addition, Borrower shall commit itself to continuing education and training of its Board of Directors, committees, staff and members in cooperative management, park operations and other areas as needed, such continuing education and training services to be provided by the CTAP under the terms of the loan servicing contract with Lender.

17. Project Reserves – Borrower shall establish and maintain, in its own accounts or in Lender Escrow Accounts with interest accruing to the benefit of the Borrower, the following reserve accounts with the proceeds of the Loan:

a. Working Capital Reserve – Funded at Closing of the Loan in the minimum amount of $51,000. This account shall be held by Borrower. As Borrower uses these funds such that the balance in the account drops below $17,000, Borrower shall replenish the account to this minimum balance of $17,000 at the first opportunity operating cash flow permits.

b. Debt Service Reserve Account –This account shall be funded in the amount of $20,105 to pay debt service on the Loans, as necessary. This account shall be in the control of Lender, and disbursements from this account shall be at Lender's direction.

c. Replacement Reserve Account - Initially funded at Closing in the minimum amount of $270,000 and funded on an ongoing monthly basis beginning the month the Financing is closed in the minimum amount of $500 per month such that annual contributions to this account total at least $6,000. This account shall be in the control of Lender.

d. Escrow for Real Estate Taxes and Insurance – Lender shall collect from Borrower with monthly loan payments amounts necessary to fund and maintain an escrow account for the payment of real estate taxes and insurance premiums. Lender shall hold this account in Borrower's name, and Lender shall make disbursements from this account as real estate tax payments and renewal premiums for insurance purposes become necessary.

18. Loan Closing Conditions – The following must be delivered by Borrower, and reviewed and approved by Lender in Lender's sole and absolute discretion, at least five business days prior to any scheduled closing date in order for Lender to close the Loan and advance Loan proceeds:

a. Member Resolutions on Lot Rents and Year One Operating Budget – Borrower shall deliver to Lender a resolution adopted by Borrower's Members in accordance with Borrower's organizational documents approving the operating revenue and expenses for the first year of operations following the Closing Date, which are substantially the same as those on EXHIBIT A attached hereto ("Initial Project Pro Forma and Financial Analysis"). This first year's Operating Budget shall be based upon 94 leased sites at a monthly carrying charge of $282 per site. Borrower shall also deliver to Lender a resolution adopted by Borrower's Members acknowledging and approving a 10-year operating projection based upon monthly carrying charges of approximately $300 per site beginning in the second year of operations, approximately $318 per site beginning in the third year of operations and thereafter increasing at approximately 2.0% per year.

b. Insurance – Borrower must deliver evidence of general liability insurance in the minimum amount of $1 million, property insurance in the minimum amount of the replacement cost for Borrower's buildings and personal property including loss of business income coverage, directors and officers insurance, a fidelity bond covering Borrower's officers and agents who will be responsible for managing $1,000 or more, automobile insurance for all owned autos and worker's compensation insurance for any employees all on terms and from insurance providers acceptable to Lender in its sole and absolute discretion. **General liability insurance policies shall name Resident Ownership Capital, LLC as an "additional insured".**

Property insurance policies shall name Resident Ownership Capital, LLC as "mortgagee and loss payee". Each policy shall provide that it may not be cancelled without 30 days prior written notice to Lender. Lender reserves the right to require any other special insurance coverage or policies deemed to be prudent or advisable given the nature of the Borrower's Property and assets.

c. Borrower's Organizational Documents and Opinion of Counsel – Borrower's Articles of Incorporation and Bylaws, (and all amendments thereto), and Borrower's Resolution authorizing the Loans, as well as an Opinion Letter signed by Borrower's Legal Counsel in the form and substance acceptable to Lender shall be delivered to Lender and approved by Lender prior to the Closing Date. Articles of Incorporation and Bylaws shall be certified by Borrower's Secretary and evidence that the Bylaws have been approved by the Borrower's members shall also be delivered.

d. Approved Community Rules and Occupancy Agreement– Borrower shall deliver to Lender certified copies of Community Rules that have been adopted by Borrower's Members and certified forms of Membership Agreement, Member Occupancy Agreement and Non-Member Lease that will be effective as of the date of Closing for all parties leasing lots and commercial spaces at the Property. The Occupancy Agreement shall provide for each Member's perpetual right to occupy a lot, absent a default by the Member under the terms of the Occupancy Agreement, Bylaws or Community Rules.

e. Certified Membership List - A list of Borrower's legal members certified by the Borrower's Secretary evidencing executed Membership Agreements in place with at least sixty-nine (69) homeowners occupying homes at the Property.

f. Certified Rent Roll and Operating Statements - Borrower shall deliver a Rent Roll for all leased lots at the Property certified by the Seller as of the Closing Date, including statement of aged resident receivables, and statements of the financial operations of the property for at least the 12-month period preceding the closing date. Such financial statements may be in the form of tax returns or internally prepared operating statements of income and expense certified by the Seller.

g. Survey and Title Insurance – Borrower shall deliver a survey of the Property prepared by a professional surveyor and certified to Lender in form acceptable to Lender and acceptable for the purpose of issuing title insurance covering Lender. Title to the property must be clear and marketable. A title insurance commitment/policy on ALTA Form with Owner's and Lender's coverage shall also be required prior to closing and acceptable to Lender in all respects.

h. Closing Costs – The Loans shall be closed at no cost to Lender. All approved acquisition and related costs shown on EXHIBIT A may be financed to the extent the final approved Financing covers such costs. All additional costs shall be covered by Borrower.

i. Certified List of Households with Security Deposits - Borrower shall obtain from the seller of the Property a certified list of households with security deposits, if any, that will transfer as of the Closing Date. Such list shall provide the amount of each household's security deposit that is to be transferred.

j. Operating License – Borrower shall provide documentary evidence of the current licensing of Hillcrest MHC as a 93-site manufactured home community. And, Borrower shall provide a completed application to change the ownership entity on such license into Borrower's name.

k. Borrower's Notice of Lot Rent Increase – Borrower shall provide a copy of the 30-day written notice to homeowners evidencing the change in monthly lot rents Borrower's members have approved, which shall be issued to all homeowners at the Property immediately following Closing of the Financing.

l. Rent Control Board – Borrower shall deliver written evidence acceptable to Lender in all respects that the Middleborough Rent Control Board has approved Borrower's petition for the first year of Borrower's operation of the community with lot rents of at least $282 per site and that such change shall be effective as of the first day of the first month following the Closing Date. Borrower shall also deliver to Lender the approved amendments to the Middleborough Rent Control Board's rules and regulations for resident-owned communities adopted July 2013.

m. Household Demographic Surveys – Borrower or CDI shall certify at or before the Closing Date that household demographic surveys have been completed by at least seventy percent (70%) of households living in the community and the income profile of such households. To date, household demographic surveys have been received from 69 households, representing seventy-four (74%) of all households living in the community.

n. Seller-Owned Home – Borrower shall deliver an executed Non-Member Lease Agreement by and between Borrower and the seller of the community regarding the stick-built single-family home the seller wishes to retain and continue to rent. Such Agreement shall include seller's agreement to pay monthly lot rent to Borrower in the minimum amount of $282 per month beginning on the first day of the first month following the Closing Date.

o. Third Party Funds for Working Capital Account - Borrower shall deliver evidence that Cooperative Development Institute and the real estate broker handling the sale have in aggregate contributed $34,000 to the Borrower to help establish the $51,000 initial Working Capital Account.

p. Water Meter – Borrower shall deliver evidence acceptable to Lender in all respects that a functioning water meter has been installed at the Property and has been accepted by the Town's Water Dept., or that the seller has escrowed sufficient funds at Closing such that the Borrower can install a fully functioning water meter within 30 days of the Closing Date.

19. Loan Covenants:

a. Debt Service Coverage Ratio –The Borrower will operate the Property in a manner such that on an annual basis the ratio of Net Operating Income, (after allowance for operating expenses and required reserve contributions), to regular debt service payments on the Loan is at least 1.10 to 1.00. In Year 1, up to $30,103 of the combined balances in the Debt Service Reserve and Working Capital Accounts may be used to calculate of this ratio. In Year 2, up to $14,103 of the combined balances in the Debt Service Reserve and Working Capital Accounts may be used to calculate this ratio. Beginning in Year 3, and each year thereafter, only revenues generated on a monthly basis may be used to calculate this ratio.

b. Disbursements from Replacement Reserve Account – The Borrower shall maintain a funded account for future capital improvements/replacements ("Replacement Reserve Account") held by Lender. Disbursements from the Borrower's Replacement Reserve Account will require the prior approval of Lender. Checks and other drafts from such account will require a signature by Lender's authorized signatory. Borrower is to provide to Lender a written justification for the expenditure of funds addressing identified capital replacement needs at the Property, with third party supporting documentation as appropriate (i.e. engineering reports, contractor's bids, detailed cost breakdowns) at least 5 business days prior to the date such funds are needed.

c. Limited Equity Nature of Borrower and Long-Term Preservation – Borrower shall maintain its corporate status and/or deed restrictions established to survive the term of the Financing and provide adequate stewardship and enforcement mechanisms in satisfaction of the provisions of Paragraph 13 above. If the Borrower ever elects to sell or otherwise dispose of the Property, the net proceeds of such sale or disposition shall be distributed to: (a) another nonprofit affordable housing organization or (b) shall be used for providing affordable housing by Borrower to its Membership if Borrower does not dissolve pursuant to a plan for use of

net proceeds of sale. Such use of net proceeds of sale, whether or not subject to a disposition plan shall be subject to Lender's prior approval. Lender's approval shall neither be unreasonably withheld nor delayed, so long as the plan includes adequate restrictions in the public interest and does not allow private inurement of benefit to individuals, except as provided herein for the affordable housing needs of its membership.

d. Annual Review – Borrower agrees that the Financing is subject to an annual review and site inspection by Lender, or its designee, and Borrower agrees to cooperate fully with such review and related requests for information. Furthermore, Borrower shall direct any third party property management agent under contract to Borrower to cooperate fully in this annual review process.

e. Interim Financial Reporting – Throughout the term of the Loan, Borrower is to provide Lender, or its designee, certified copies of internally prepared quarterly financial statements for the operation of the Property. Such financial reports shall be due on the 15th day of May, August, November and February for the preceding calendar quarter.

f. Annual Financial Reporting – Throughout the term of the Loan, Borrower is to provide Lender, or its designee, annual financial statements of property operations reviewed by an independent Certified Public Accountant within 120 days of the end of each completed fiscal year.

h. Capital Improvements - Within 24 months of the Closing Date, Borrower shall complete all capital improvements to infrastructure identified in the Property Conditions Assessment Report completed by Hogan Associates and dated July 15, 2013.

i. Community Rules – Within 12 months following Closing of the Loan, Borrower shall provide evidence to Lender that new member-approved and certified Community Rules have been approved by the Attorney General's Office of the Commonwealth of Massachusetts in accordance with state law.

j. In-Fill Development - To the extent Borrower conducts in-fill development of vacant home sites or replacement of existing homes, Borrower shall do so in full compliance with all local, state and federal rules and regulations currently in effect governing foundation systems.

OTHER REQUIREMENTS:

20. **Other Fees:** All legal and other fees incurred by the Lender in connection with the closing of this Loan will be the responsibility of the Borrower. After Closing of the Loan, any costs related to collection of delinquent loan payments and any costs related to successor replacement financing will be the responsibility of the Borrower.

21. **Financial Reports and Minutes:** The Borrower shall furnish the Lender, or its designated agent, with the following on a monthly basis:

    Copies of Minutes for all Board and Membership Meetings
    Treasurer's Reports
    Monthly Operating Budget Variance Reports

    At least 30 days prior to the beginning of Borrower's fiscal year, Borrower shall furnish to Lender for Lender's approval a proposed Annual Operating Budget. At least 30 days prior to the beginning of Borrower's fiscal year, Borrower shall furnish to Lender for Lender's approval an updated Capital Improvement Plan.

22. **Secretary of State's Annual Report:** The Borrower shall prepare and submit to the Secretary of State its annual report as may be required by Massachusetts law.

23. **Expiration**: Borrower is to execute and return this commitment letter within 10 business days of the date hereof or the commitment to lend upon the terms and conditions contained herein shall expire. In the event that the Loan is not closed on or before October 31, 2013, Lender's obligation to make this Loan shall terminate. If Lender discovers additional relevant facts, it reserves the right to require further security and assurance from the Borrower.

24. **Entire Agreement**: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede, substitute for and satisfy all prior offers, negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. This agreement shall be interpreted under the laws of the State of Massachusetts. Any litigation under this agreement shall be resolved in the trial courts of Massachusetts.

SIGNATURE PAGE FOLLOWS

BY: Michael Sloss

Michael Sloss, Managing Director – Resident Ownership Capital, LLC

ACCEPTED THIS 24 day of Sept, 2013 by:

John R. Cormier Jr.

John Cormier – President, Hillcrest Mobile Home Tenants Association, Inc.

Jane Robbins

Jane Robbins – Treasurer, Hillcrest Mobile Home Tenants Association, Inc.

HILLCREST MHC ACQUISITION/PERMANENT LOAN SIGNATURE PAGE

Jacqueline Shanley

From: Robert G. Nunes
Sent: Thursday, December 17, 2015 3:35 PM
To: 'Nyles Zager'; Robert Buker; Jacqueline Shanley
Cc: W.R. Logan Excavating, Inc.; david@daves-diner.com; Selectman Allin Frawley
Subject: RE: 360 Wareham Street - Middleborough (Old Shooters Restaurant or currently 360 Sports Pub)

Categories: Red Category

Thank you Nyles.

Jackie, Please place on the January 11th meeting agenda

Bob

From: Nyles Zager [mailto:nzager@outback-eng.com]
Sent: Thursday, December 17, 2015 3:32 PM
To: Robert G. Nunes; Robert Buker
Cc: W.R. Logan Excavating, Inc.; david@daves-diner.com
Subject: RE: 360 Wareham Street - Middleborough (Old Shooters Restaurant or currently 360 Sports Pub)

Good Afternoon Mr. Nunes and Mr. Buker,

It was a pleasure meeting with you regarding the above property yesterday afternoon. As discussed at that meeting, we would like to be placed on the Board of Selectmen's meeting scheduled for January 11th to discuss with the Board the possibility of proposing more than the allowable 123 seats for the restaurant per the WRPD Z3 requirements. The applicant Mr. David Fisher would like to discuss with the Board his intent at the existing facility and determine whether or not this would be a viable option for him moving forward.

Please let me know the time of the hearing so that we may attend.

Thanks again for all your help and have a great day,

Nyles Zager, P.E.

Project Manager/Engineer
nzager@outback-eng.com
Phone: 508-946-9231 x211
Fax: 508-947-8873

Outback Engineering Incorporated
www.outback-eng.com

Outback Engineering, Inc. • 165 East Grove Street • Middleborough • MA • 02346
Civil Engineers • Land Surveyors • Wetland Scientists • Soils Laboratory

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Jacqueline Shanley

From: Robert G. Nunes
Sent: Monday, December 28, 2015 8:15 AM
To: Jacqueline Shanley
Cc: Board of Selectmen
Subject: FW: 88 River St (proposed mtg)
Attachments: Mendes.email (A Plus.Caswell).docx

Hi Jackie,

Please place on the 1/11 agenda.

Thank you.

Bob

From: decas.murray.decas@verizon.net [mailto:decas.murray.decas@verizon.net]
Sent: Thursday, December 24, 2015 9:59 AM
To: Robert G. Nunes
Cc: Tammy Mendes
Subject: 88 River St (proposed mtg)

December 24, 2015

Robert G. Nunes, Town Manager ***(via email)***

RE: 88 River Street – proposed meeting – Board of Selectmen/Board of Appeals

Bob:

I enclose a copy of letter which was prepared in September 2015 regarding the referenced matter. I was advised at that time that the Board of Appeals was unaware of what was currently happening at the site, and I understand that that circumstance continues to date.

It is possible that the Board of Selectmen and the Board of Appeals could meet to discuss issues at 88 River Street. My view is that such a meeting should not take place for the reasons mentioned in the enclosed letter. It is also possible that the Board of Appeals could send a written briefing setting forth issues surrounding

the property. However, I question the efficacy of a briefing given the Board of Appeals' lack of first-hand knowledge of the current conditions.

Very truly yours,

Daniel F. Murray

Town Counsel

DFM/s

13-160

Enclosure

cc: Board of Appeals *(via email: c/o Tammy Mendes)*

September 22, 2015

Tammy Mendes, Secretary to Board of Appeals ***(via email)***

RE: A Plus property – meeting – 88 River Street

Tammy:

You asked me to comment on the request by the Board of Selectmen to meet with the Board of Appeals regarding 88 River Street. The purpose of the meeting is stated to be to have the Board of Appeals explain "what is going on up there".

My understanding is that you provided the Board of Selectmen with a copy of the special permit which the Board of Appeals granted in 2013. You are aware that the grant of the special permit was appealed to the Superior Court. The appeal remains pending in the court.

You advised that the Board of Appeals is not aware of what is currently taking place at the site. You also advised that the Board of Appeals has taken no zoning enforcement action since the grant of the permit and has no original zoning enforcement jurisdiction with regard to the site.

My view is that a meeting of the boards to discuss activities/circumstances at the special permit site should not be held as long as the special permit appeal remains unresolved. Such a meeting could potentially adversely impact the Board in the case depending on what is discussed at the meeting. Such a meeting most likely may not be held in executive session. It also appears that the Board of Appeals cannot offer any firsthand information as to what is going on currently at the site.

I recommend that the Board of Appeals should consider if it will meet with the Board of Selectmen and advise the Selectmen of its decision.

Very truly yours,

Daniel F. Murray
Town Counsel
DFM/s
13-160

Jacqueline Shanley

From: Robert Whalen
Sent: Friday, January 08, 2016 10:18 AM
To: Robert G. Nunes; SelectmenWeb
Cc: ZBAWeb; Robert Buker; Adam Bond (abond@adambondlaw.com); Ron High (rhigh@apluswaste.com)
Subject: 88 River street
Attachments: ZBA Special Permit Review.pdf; Middleborough 2016 Fire Permits.pdf; Notice of complaint.pdf; APWR Odor Plan 2015.docx

Dear Honorable Board,

Attached is my response for the Board of Selectmen meeting on Monday January 11, 2016 for A Plus Waste of 88 River Street.
Please review and let me know if you have any questions.

Thank you,
Bob Whalen
Middleborough Building Commissioner
Zoning Enforcement Officer

Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

January 8, 2016

Middleborough Board of Selectmen
Middleborough Town Offices
10 Nickerson Ave
Middleborough, MA 02346

Re: Middleborough Zoning Board Special Permit #12-26 Review of A Plus Waste located at 88 River Street, Middleborough, Ma 02346, Assessor's Map: 002 Lot: 5463

Dear Honorable Board,

You have requested that I review the Zoning Board Special Permit issued for A Plus Waste located at 88 River Street. Attached is a copy of the 15 conditions of the special permit with a narrative of my findings below each item.

Respectfully,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

Cc: Robert Nunes, Town Manager
Middleborough Zoning Board of Appeals
Mr. Ron High
Attorney Adam Bond

Upon a motion made by Eric Priestly and seconded by the Dorothy Pulsifer, board

VOTED: ***to approve the petition of John Wyman, Esquire for A Plus Waste & Recycling Services, Inc., relative to his request to allow for a Special Permit per Section IV.E.2 of the zoning by-laws "in effect at the time of the submission of the application and under Section 3.0 Use Regulations, Section E Industrial uses of the revised and codified zoning by-law" to establish a single stream recycling operation and composting operation of leaf and yard waste and related material. The subject property is located at 88 River Street, Middleborough Assessor's Map 002, lot 5463. This is approved subject to the following stipulations:***

1. ***The landscaping shall be installed consistent with that shown on the Site Plan dated December 13, 2013, revised through April 19, 2013, including the attached planting detail dated July 27, 2012. There shall be an additional line of Spruce trees planted at a minimum of 4' x- 5' height, 10 feet apart, and approximately 150' distance from the building. Any plantings that die within a year must be replaced. All landscaping shall be maintained in a live condition and must be completed prior to June 15, 2014.***

The landscaping is the main issue of the zoning appeal case. Nothing can be done until this case is settled.

2. ***The hours of operation shall not exceed the hours of 7:00 am to 5:00 pm, Monday through Friday and 7:00 am to 12:00 pm on Saturday. This facility shall be closed on Sundays and federally recognized holidays.***

*I have received two complaints in the past and have addressed this with the owner. **

3. ***The petitioner shall maintain the Odor Abatement Plan for Leaf and Yard Waste Composting Facility consistent with that submitted to the Board and dated January, 2013.***

The odor abatement plan is updated and resubmitted to D.E.P. every year. The current 2015 plan *describes the windrows will be "approximately 15 feet in height" the windrows onsite appear to be 20 feet high. There is a misting system installed on the north face of the building. There is a 2800 gallon water truck onsite. The owner stated that he has never used odor or compost accelerator products.

4. ***The petitioner shall implement and maintain an Integrated Pest Management Service Program with Waltham Services to deal with the potential pest issues as per the Commercial Pest Control Service Agreement by Waltham dated September 19, 2013. There shall be no other product composted on site without a review by this board for any additional considerations and/or conditions.***

I was informed that the pest management plan was in effect for the first two years. The owner stated he had no issues with pest as the animals do not disturb the compost piles due to the heat they generate. The owner stated it would be in effect for the single stream recycling operation inside the building.

5. ***The petitioner shall obtain and maintain all appropriate state and municipal permits for the proposed operation prior to the commencement of any operations authorized by this special permit.***

The owner has a current permit issued by DEP.

6. ***The petitioner shall obtain all required building permits/permits from all of the departments within the Middleborough Inspectional Service Department, and any other municipal department.***

The owners' contractor has obtained a building permit* to cover the collapsed sections of the roof that were taken down due to the storm damage. The Fire Department has informed me that the owner is up to date with all permits* required by them.

7. ***"No Jake" signage will be prominently placed along the site's frontage on River Street.***

There are two signs installed that are 9"x12". The owner has agreed to replace them with two 18" x 24" signs.

8. ***Washing of all vehicles and equipment shall take place within the buildings. No washing or equipment can be washed in inside the building until the Plans and specifications for an industrial holding tank is submitted showing the location within the facility site, the contract for the appropriate waste hauler to be provided to this board along with the maintenance contracts and certification to DEP.***

There are no vehicles being washed at this time.

9. ***The site shall be used only for the operation of a single stream recycling facility and composting operation as designated on the application.***

There are no other business operations at this location.

10. ***The petitioner shall demolish any portion of the existing buildings along the easterly sideline that encroach upon the 150' side setback requirements of the zoning by-law. The petitioner shall demolish any portion of the existing buildings by December 31, 2013. There shall be no operating of any business activities within the 150' setbacks. This does not include accessory parking.***

No demolition of the building will take place until the zoning appeal case is settled.

11. ***Welding shall only be done inside the building.***

I am not aware of any issues with this.

12. ***The petitioner shall police their River Street and Auburn Street property to pick up any trash that comes from the operation consistent with his operation/recycling. This shall be done on a regular basis no less than every two weeks.***

The single stream recycling operation is not in operation at this time.

13. ***The compost business shall consist of yard and leaf waste and no more than 30 tons per day of organic material, as permitted by Mass DEP, and as defined in 310 CMR 16.02.***

The permit issued by DEP allows for 30 tons per day of organic material. This does include food waste. The food waste is weighed before delivery and a record is kept which must be sent to DEP. The food waste is not a violation of the special permit. * The permit also allows for up to 50,000 yards of leaf and yard waste to be onsite. There is no limit on the amount of leaf and yard waste that can be taken in per day.*

Currently there are 25,000 yards of leaf and yard waste onsite.

14. ***The petitioner shall test the well water, annually, pursuant to the Board of Health regulations.***

The owner informed me he will have this done and submit the results to the Health Department.

15. ***This is subject to the Conservation Commissions approval.***

Joseph Freitas, Dorothy Pulsifer, Norman Diegoli, Liz Elgosin and Eric Priestly were in favor. (5-0)

The Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal
P.O. Box 1025, State Road, Stow, MA 01775

PERMIT

City or Town: MIDDLEBOROUGH Date: 01/06/2016

In accordance with the provisions of Chapter 148 MGL as provided in Section this permit is granted to:

C. 82 S.40 MGL
DIG SAFE NUMBER
Start Date

Name: A PLUS WASTE & RECYCLING LLC

Address: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

for permission to: Waste oil storage

for permission to:

Restrictions: In accordance with MA codes & regulations, waste oil not to exceed 3-275 gal. AST and 7 - 55 gal. drums

at: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

Fee Paid $ 25.00

Lt. Jaune Foley
Fire Chief or Designee

This permit will expire on: 12/31/2017

THIS PERMIT MUST BE CONSPICUOUSLY POSTED UPON THE PREMISES

The Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal
P.O. Box 1025, State Road, Stow, MA 01775

PERMIT

City or Town: MIDDLEBOROUGH Date: 01/06/2016

In accordance with the provisions of Chapter 148 MGL as provided in Section this permit is granted to:

C. 82 S.40 MGL
DIG SAFE NUMBER
Start Date

Name: A PLUS WASTE & RECYCLING LLC

Address: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

for permission to: Flammable / combustible liquid storage of 1- 550 gal. AST & 1-300 gal.diesel, 1- 100gal. AST virgin hydraulic oil, 1-100 gal. AST virgin motor oil

for permission to:

Restrictions: In accordance with MA codes & regulations, quantity not to exceed above amounts

at: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

Fee Paid $ 50.00

Lt. Jaune Foley
Fire Chief or Designee

This permit will expire on: 12/31/2017

THIS PERMIT MUST BE CONSPICUOUSLY POSTED UPON THE PREMISES

The Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal
P.O. Box 1025, State Road, Stow, MA 01775

PERMIT

City or Town: MIDDLEBOROUGH Date: 01/06/2016

In accordance with the provisions of Chapter 148 MGL as provided in Section this permit is granted to:

C. 82 S.40 MGL
DIG SAFE NUMBER
Start Date

Name: A PLUS WASTE & RECYCLING LLC

Address: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

for permission to: Cutting and welding

for permission to:

Restrictions: In accordance with MA codes & regulations, cutting & welding for equipment and building maintenance

at: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

Fee Paid $ 25.00

Lt. James Fahey
Fire Chief or Designee

This permit will expire on: 12/31/2016

THIS PERMIT MUST BE CONSPICUOUSLY POSTED UPON THE PREMISES

The Commonwealth of Massachusetts
Department of Fire Services - Office of the State Fire Marshal
P.O. Box 1025, State Road, Stow, MA 01775

PERMIT

City or Town: MIDDLEBOROUGH Date: 01/06/2016

In accordance with the provisions of Chapter 148 MGL as provided in Section this permit is granted to:

C. 82 S.40 MGL
DIG SAFE NUMBER
Start Date

Name: A PLUS WASTE & RECYCLING LLC

Address: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

for permission to: Storage of forest products / All piles shall not exceed 25 ft in height, 150 ft wide and 250 ft long if multiple piles exist they shall be subdivided by fire dept access road having not less

for permission to: than 30 ft of clear space at base of piles

Restrictions: In accordance with MA codes & regulations, maintain piles as described above.

at: 88 RIVER ST /MIDDLEBOROUGH, MA 02346

Fee Paid $ 25.00

Lt. James Fahey
Fire Chief or Designee

This permit will expire on: 12/31/2017

THIS PERMIT MUST BE CONSPICUOUSLY POSTED UPON THE PREMISES

Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

May 27, 2015

Mr. Ron High
88 River Street
Middleborough, MA 02346

Re: Notice of Complaint at 88 River Street, Middleborough, Ma 02346, Assessor's Map: 002 Lot: 5463

Dear Mr. High,

We have received complaints of your compost business operating before and after hours. As you are aware your property is the subject of a special permit issued by the Middleborough Zoning Board of Appeals. As per the special permit:

"the hours of operation shall not exceed the hours of 7:00 am to 5:00 pm, Monday through Friday and 7:00 am to 12:00 pm on Saturday. This facility shall be closed on Sundays and federally recognized holidays."

Strict compliance with the hours of operation which are stated in your special permit for this business should be met.

Your cooperation in this matter will be expected and appreciated.

Respectfully,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

RJW/d

Cc: Robert Nunes, Town Manager
Middleborough Zoning Board of Appeals

Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

December 30, 2015

Mr. Ron High
88 River Street
Middleborough, MA 02346

Re: Notice of Complaint at 88 River Street, Middleborough, Ma 02346, Assessor's Map: 002 Lot: 5463

Dear Mr. High,

We have received complaints of your compost business operating after hours. Specifically two trucks entering the property on December 29, 2015 at 5:07. As you are aware your property is the subject of a special permit issued by the Middleborough Zoning Board of Appeals.
As per the special permit:
"the hours of operation shall not exceed the hours of 7:00 am to 5:00 pm, Monday through Friday and 7:00 am to 12:00 pm on Saturday. This facility shall be closed on Sundays and federally recognized holidays."

Strict compliance with the hours of operation which are stated in your special permit for this business should be met.

Your cooperation in this matter will be expected and appreciated.

Respectfully,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

Cc: Robert Nunes, Town Manager
Middleborough Zoning Board of Appeals

Certified Mail #7012 1010 0001 5391 6119

Robert Whalen

From: Ron High
Sent: Wednesday, December 30, 2015 11:00 AM
To: Robert Whalen
Subject: Trucks on 12.29.15

Mr. Whalen,

Just to let you know, due to the inclement weather yesterday we had three trucks show up at the end of the day yesterday – (4:45pm, 4:50pm, and 4:58pm). They were all off the property and the front gate was locked by 5:18pm.

Please let me know if you have any questions.

Ron High

Robert Whalen

From:
Sent: Thursday, December 24, 2015 10:21 AM
To: Robert Whalen
Subject: 88 River St (composting)

December 24, 2015

Robert J. Whalen, Building Commissioner ***(via email)***

RE: 88 River Street – special permit – composting

Dear Bob:

You asked whether the use of food and vegetable materials in the yard and leaf composting operation exceeds the scope of the composting operation authorized by a special permit granted by the Board of Appeals.

The application for special permit asked to establish a composting operation of leaf and yard waste and related matter. The Board in the special permit decision voted to approve the petition for a special permit to establish a composting operation of leaf and yard waste and related material. The Board's decision included the following stipulations (conditions):

#4. There shall be no other product composted on site without a review by this board for any additional consideration and/or conditions.

#13. The compost business shall consist of yard and leaf waste and no more than 30 tons/day of organic material, as permitted by Mass. DEP, and as defined in 310 CMR 16.02.

The phrase "organic material" as defined in 310 CMR 16.02 is: Organic material means any of the source – separated materials: vegetative materials; food material; agricultural material; biodegradable products; biodegradable paper; clean wood; or yard waste.

The allegation of violation of the special permit appears to be based on the understanding that the use of vegetative and food materials were not part of the authorized yard and leaf waste composting operation and are other products whose use requires prior review by the Board of Appeals pursuant to Stipulation #4 above. There has been no Board Stipulation #4 review of the use of food and vegetative materials.

My opinion is that food and vegetative materials were authorized to be used in the composting operation approved by special permit and are not other products whose use require prior review by the Board. The special permit authorized composting of leaf and yard waste and related material. Special Permit Stipulation #13 provided that the composting business shall consist of yard and leaf waste and no more than 30 tons per day of organic material as defined by 310 CMR 16.02. The CMR definition of organic material includes food material and vegetative material.

I conclude that the use of food and vegetable materials in the composting operation does not violate the special permit.

Very truly yours,

Daniel F. Murray

Town Counsel

DFM/s

13-160

The Official Website of the Executive Office of Energy and Environmental Affairs

Energy and Environmental Affairs

General Permit Initial Certification - Recycling, Composting or Aerobic/Anaerobic Digestion Operations

1. **Instructions: General Permit Initial Certification**
2. **Form: General Permit Initial Certification**

Fact Sheet

This certification form will be used to satisfy the certification requirements for a General Permit for New or Newly Acquired Recycling, Composting and Aerobic or Anaerobic Digestion Operations pursuant to 310 CMR 16.04. The owner or operator will file this certification with the MassDEP Boston Office and with the local Board of Health at least thirty (30) days prior to commencing operations.

All recycling, composting, and aerobic or anaerobic digestion operations are also required to submit an annual certification by February 15 to:

MassDEP (Main Telephone: 617-292-5500)
Bureau of Waste Prevention
Attn: Solid Waste Program -16.04 General Permit Certification
One Winter Street
Boston, MA 02108

The annual certification form will be available by January 1, 2014. For the complete text of the regulation, see: 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities

Instructions:

- This certification form is only for the following types of operations that handle less than the listed maximum tonnage limits. Operations which exceed these tonnage limits may be eligible for a Recycling, Composting or Conversion (RCC) permit pursuant to 310 CMR 16.05.

Operations Eligible for a General Permit under 310 CMR 16.04	
Type of Operation	**Maximum Material Limits**
Recycling Operations	• Receives no more than 250 tons per day of recyclable materials, not including paper [310 CMR 16.04(1)(a)].
Composting Operations	• Receives no more than 105 tons per week and no more than 30 tons per day of Group 2 organic materials [see below or 310 CMR 16.04(1)(b)] AND • Contains no more than 5,000 cubic yards of organic material per acre AND • Has no more than 50,000 cubic yards total of organic material on site at one time.
Aerobic or Anaerobic Digestion Operations	• Receives no more than 100 tons per day of organic material from on-site or off-site, based on a 30-day rolling average[310 CMR 16.04(1)(c)]

- Composting Operations will meet certain limits on the amounts of material that is likely to become putrescible in order to be eligible for a General Permit. These materials are identified in 310 CMR 16.04(3) as having a carbon to nitrogen ratio of 30:1 or less, and are designated as "Group 2" materials. "Group 1" materials are organic materials with a carbon to nitrogen ration of 50:1 or more. The table below (reproduced from 310 CMR 16.04(3) Table 1) provides examples of materials in each group and may be used for reference purposes in completing this certification form.

Examples of Organic Materials	

MassDEP Service Center

A to Z Quick Links

Service Center Index

Permitting Assistance

Billing Questions and Assistance

Fees and Payments

Frequently Asked Questions

Transmittal Form and Number

Fast Track Permitting

Find Your Regional Office

Group 1 Organic Materials		Group 2 Organic Materials	
Example Materials	C:N Ratio	Example Materials	C:N Ratio
Clean Wood	100-1300:1	Vegetables	11-19:1
Cardboard	560:1	Food Material	14-16:1
Paper & Paper Products	125-850:1	Grass Clippings	17:1
Leaves	40-80:1	Green Plant Material	15-19:1
Straw	60-80:1	Fish Waste	2-5:1
Corn Stalks	60-75:1	Manure	6-14:1
Shrub Trimmings	50:1	Solid & Liquid Digestate from Aerobic & Anaerobic Digestion Processes	Variable

Source: U.S. Composting Council, Best Management Practices (BMPs) for Incorporating Food Residuals Into Existing yard Waste Composting Operations, p. 20. found at http://compostingcouncil.org/admin/wp-content/uploads/2010/09/BMP-for-FW-to-YW.pdf

- A **Responsible Official** (as defined in 310 CMR 16.02) will complete this certification for the operation.
- Complete the appropriate sections of the form for your type of operation:
  - Sections I-V for recycling operations.
  - Sections I-IV, VI and VII for composting operations.
  - Sections I-IV, VI and VII for aerobic or anaerobic digestion operations.
  - Section IX (Certification) for ALL operations.
- The **Responsible Official** completing this certification form should make and keep a signed copy of the completed certification form for record keeping purposes.
- Remember that it is your responsibility to keep your facility in compliance with environmental protection requirements at all times. You may be subject to enforcement action if you do not comply with the standards.

Did you find the information you were looking for on this page? *

O Yes
O No

Send Feedback

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PERMIT # 27789

Permit Fee $100.00

Date Issued 12/31/2015

ZONED Industrial/WRPD Z4

Certificate of Occupancy Paid ☐

TOWN OF MIDDLEBOROUGH

BUILDING PERMIT

THIS IS TO CERTIFY THAT A PLUS WASTE & RECYCLING SERVICES, LLC, 88 RIVER STREET, MIDDLEBOROUGH, MA 02346

has permission to RENOVATIONS TO INCLUDE BUT NOT LIMITED TO TAKE DOWN 100' X 480' OF ROOF THAT HAS COLLAPSED FROM SNOW STORM ON EXISTING COMMERCIAL WAREHOUSE BUILDING.

situated on 002-5463 (Assessor's Map) (& lot #) 88 RIVER STREET (Street & Number)

DEPARTMENT	APPROVED FOR:	DATE	SIGNATURE	REMARKS
1. INSPECTOR BUILDINGS	X SITE			
2. " "	X ZONING			
3. " "	X PLANS	12/31/15		
4. " "	___ROUGH FRAME			
5. " "	___FINAL			
6. " "	___OCCUPANCY			
7. " "	___WOOD STOVE			
8. " "	___INSULATION			
9. BOARD OF HEALTH	___SEWAGE Septic			
10. " "	___WATER SUPPLY Well			
11. " "	___CONSERVATION			
12. " "	___WELL INSTALLATION			
13. " "	___POOL			
14. PLUMBING & GAS INSPECTOR	___ROUGH PLUMBING			
15. " "	___FINISH PLUMBING			
16. " "	___GAS INSPECTION			
17. WIRING INSPECTOR	___ROUGH WIRING			
18. " "	___FINAL WIRING			
19. TOWN MANAGER	___SHEET METAL			
20. FIRE DEPARTMENT	___OIL BURNER			
21. " "	___FIRE INSPECTION			
22. BUILDER	BENEVENTO, CHARLES F. CS-016833			

NOTE: SEE BACK OF CARD FOR ADDITIONAL PROVISIONS & NOTES.

INSPECTOR OF BUILDINGS

Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

May 27, 2015

Mr. Ron High
88 River Street
Middleborough, MA 02346

Re: Notice of Complaint at 88 River Street, Middleborough, Ma 02346, Assessor's Map: 002 Lot: 5463

Dear Mr. High,

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Strict compliance with the hours of operation which are stated in your special permit for this business should be met.

Your cooperation in this matter will be expected and appreciated.

Respectfully,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

RJW/d

Cc: Robert Nunes, Town Manager
Middleborough Zoning Board of Appeals

Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

December 30, 2015

Mr. Ron High
88 River Street
Middleborough, MA 02346

Re: Notice of Complaint at 88 River Street, Middleborough, Ma 02346, Assessor's Map: 002 Lot: 5463

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Respectfully,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

Cc: Robert Nunes, Town Manager
Middleborough Zoning Board of Appeals

Certified Mail #7012 1010 0001 5391 6119