

MINUTES

For approval at the 2-14-11 meeting

 **DRAFT**

**Middleborough Board of Selectmen
Meeting Minutes**

January 24, 2011

Chairwoman Brunelle opened meeting at 7 PM by inviting those in attendance to join in the Pledge of Allegiance.

In attendance were Selectmen A. Rullo, M. Duphily, S. McKinnon, S. Spataro and M. Brunelle, Town Manager C. Cristello and Confidential Secretary J. Shanley.

ANNOUNCEMENTS

Chairwoman announced that the meeting was being taped by Comcast and being aired live by Comcast and Verizon.

Chairwoman asked for those in attendance to observe a moment of silence in memory of former Police Chief Arnold Salley.

Chairwoman noted it was Selectwoman Duphily's birthday.

Chairwoman announced that the Board is still seeking members at large to serve on CPA Committee. For those interested, please send in letter of interest. Chairwoman requested a reminder be sent to Boards & Committees to submit recommendations

MINUTES

Upon motion by Selectman Spataro and seconded by Selectman McKinnon, Board voted to approve 1/10/11 meeting minutes. M. Brunelle abstained.

NEW BUSINESS

Upon motion by Selectman Spataro and seconded by Selectman Rullo, Board resolved: "Having convened in an open meeting on January 24, 2011, the Board of Selectmen of Middleborough, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated January 25, 2011 for the Middleborough High School located at 71 East Grove Street which describes and explains the following deficiencies and the priority category(s) for which Middleborough may be invited to apply to the Massachusetts School Building Authority in the future

Priority #2 - Elimination of existing overcrowding. Our current facility restricts our ability to fulfill our mission. Constraints involve space, equipment and technology.

Priority #3 - Prevention of the loss of accreditation. A Commission visit in June 2007 prompted the New England Association of Secondary Schools and Colleges to place Middleborough High School on warning status for facility based issues.

Priority #5 - Replacement renovation or modernization of the heating system in a schoolhouse to increase energy conservation and decrease energy related costs in the schoolhouse. The present boiler system is original equipment that was installed when the schoolhouse opened in 1971. Despite on-going maintenance to maintain the current system, a modernization of this nearly 40 years' old technology will result in significant efficiencies.

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Priority #7 - Replacement of an addition to absolute buildings in order to provide for a full range of programs consistent with state and approved local requirements.

Our accreditation warning includes concerns with antiquated science labs, high-class sizes and inadequate space for health, conferences with parents and storage. An addition will provide for immediate remediation to present problems and provide for future educational needs and potential growth.

and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Middleborough to filing an application for funding with the Massachusetts School Building Authority.”

Unanimous vote.

Upon motion by Selectman Spataro and seconded by Selectman McKinnon, Board voted to approve a One-day Wines & Malt beverages liquor license for the Bartending Service of New England, LLC for 1/29/11 from 6 PM to 11 PM at the Alley Theatre, 133 Center Street. Four in favor. M. Brunelle abstained.

Upon motion by Selectman Spataro and seconded by Selectwoman Duphily, Board voted unanimously to approve Board of Health Mini-grant application. Health Officer Jeanne Spalding explained that this grant will help pay for Tobacco compliance checks.

Upon motion by Selectman Spataro and seconded by Selectman McKinnon, Board voted unanimously to approve request by Soule Homestead Education Center to use the Town Hall parking lot on Saturday, April 16, 2011 for an electronics and appliance recycling event from 10 a.m. until 2 p.m. Chairwoman requested that the information provided be posted to website.

Upon motion by Selectman Spataro and seconded by Selectman McKinnon, Board voted unanimously to approve Town Hall rental request by the Stacey Ann LeRoy Foundation on 3/26/11 from 10 a.m. to 1 a.m.

Upon motion by Selectman Spataro and seconded by Selectman McKinnon, Board voted unanimously to approve amendment to IMA with Lakeville for Health Services. Health Officer Jeanne Spalding reported that they did not run into any complications this year. The state is going to bring in an electronic reporting system, which all Towns will be required to use, making it more efficient.

TOWN MANAGER'S REPORT

Town Manager summarized budget process and explained that it will be much like last year.

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Town Manager attended the MMA Annual Trade Show last week. He reported that the Governor gave out some numbers that will most likely appear in his budget this Wednesday. There may be some federal money unexpended in Middleboro, but we will know more after Wednesday.

Selectman McKinnon noted that the Governor had declared a state of emergency for the last two storms and asked Town Manager if we were able to get any state aid to help defray the expenses associated with same. Town Manager responded that it is only if the federal government declares storms a disaster. Selectman McKinnon asked if we can apply. Town Manager offered to look into.

Selectwoman Duphily requested that the Town Manager's Report be put on the website. Town Manager agreed that it would be.

Town Manager informed Board that he was asked to join MIIA Trust Board. He explained that he thinks it will be beneficial to the Town if he joins and not a big time commitment as they meet quarterly.

CORRESPONDENCE

#9 Selectwoman Duphily offered that she was surprised by letter of retirement from Town Clerk Eileen Gates. Chairwoman asked to put matter on future agenda to start seeking replacement.

#7 Selectman Rullo wants to make sure that the Board allows time on the agenda to discuss the Rockland Industries Site as well as the state budget when the legislative delegation comes in.

Selectman Rullo noted that he had mentioned before that the Capital Planning Committee had given its nod on the proposed financial policies and he would like to have on as future agenda item so Board can adopt those policies. Chairwoman asked to put on for 1/31/11.

HEARINGS, MEETINGS, LICENSES

Town Counsel Daniel Murray joined Rent Control Board at its conference table. Board's Confidential Secretary J. Shanley read aloud public hearing notice as presented on the **attached**, opening the public hearing being held by the Rent Board re Edgeway Mobile Home Park at 7:30 PM. Chairwoman explained the manner in which the hearing would be conducted. The Board would limit the hearing to 75 minutes, and if the hearing requires further time, the hearing would be continued.

Chairwoman read aloud the list of exhibits to be presented by the Rent Board. Chairwoman asked to swear in witnesses. Attorney Marsan indicated that he had none. Attorney Eldredge asked to swear in his witnesses after opening remarks. Edgeway Mobile Home Park owner Cori Farcus was sworn in by Chairwoman.

Opening Remarks – Attorney Marsan

Attorney Gerard S. Marsan of South Easton, MA representing Edgeway Mobile Home Park offered the following opening remarks: Edgeway Park exists by way of special permit issued by the Middleborough Planning Board in 1985. In 1985, Middleboro was working through a special act of the legislature, allowing the Town to regulate rates of Mobile Home Parks. The next Town Meeting established that this Board would sit as the Rent Board. Edgeway began constructing. Between 1996 and 2003, this Board, acting as the Board of Health issued licenses to Edgeway under Chapter 140, Section 32b, which is the license to operate the park. The Board never did establish base rent for Edgeway. It would appear that no request was made by the tenants or park owner at that time to establish rents. In 2006 a petition was made and the action was that Edgeway was not to increase the rent without the Board's action. He referenced documents from the Board's former Secretary D. Henault, former Selectman Wayne Perkins, and Town Counsel Dan Murray indicating not to increase the rents. He understands that the rents were set in 2006, but not to be increased going forward. The Board has since declined to act on Mr. Williams request to increase rent. Wayne Williams died in October of 2006. His son Cori was appointed Administrator of the Estate and Trustee of Edgeway. Mr. Farcas did not violate the order of the Board in 2006. He has not increased the rents since 2006. The Board hadn't exercised its jurisdiction over Rent Control. It would not be appropriate to go back in time. It would be unfair and prejudicial to go back before 2006. It would be devastating and unfair. The only proper way would be to have individual hearings for individual homes. The Town's bylaw and Rules & Regulations allow for consideration of increases/decreases. It would be harmful to go back in time. The rents have been frozen all this time. Everybody knows the situation with Edgeway. These rents are inadequate presently. Oak Point allows them to achieve market rents without coming before the Board, and in most rent control areas, this is how it works. After a lease runs out, there should be opportunity to increase rent. Do rents have to be the same across the board? No. Your own Rules and Regulations say so. He respectfully requests that the Board postures this hearing so we aren't going to go back before 2006 so that evidence is limited from 2006 going forward. He requests Board take that position now, and state for the record, indicating so. If we go back to items in Mr. Bond's letter, we will have to find out who handed who a file and who saw this happen, etc.

Opening Remarks – Attorney Eldredge

Attorney David Eldredge of Middleboro, MA representing the Homeowners Tenant Association for Edgeway Mobile Home Park offered the following opening remarks: His clients have had a long struggle living in Edgeway Mobile Park. He too would like to forget anything prior to 2006 as owner Wayne Williams created a long history of how he treated his tenants. Attorney Marsan objected.

Chairwoman noted that the Board wanted to keep remarks relative to rent. Attorney Eldredge continued: In 1985 an act was created. The act said there was a serious public emergency relative to establishing rents. It said the Town "shall regulate rents" and they "may" make rules and regulations. The order in 2006 froze rents, but if you go back to

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minutes of 1/23/06 (read aloud) – provided as Exhibit “Tenant #1”. There was never a minimum rent taken from this park. The Rent Board could regulate, but it hadn’t. Mr. Williams advertised and informed tenants that he was going to impose rent increase. He only came here because he was requested to. Attorney Marsan interjected to ask if Board is going to consider his earlier request to only consider 2006 forward. Chairwoman responded that the Board would hear all testimony and consider later. Attorney Marsan requested his objection be noted on the record. Attorney Eldredge continued: Wayne Williams was offered a special permit to run a mobile home park with special conditions that he was required to meet. Attorney Marsan objected. Chairwoman offered that they were only going to discuss rent. Attorney Eldredge continued: Wayne Williams is the cause for the havoc these people have had to live with. Attorney Marsan objected. Chairwoman noted his objection. Attorney Eldredge continued: Edgeway didn’t change owners it changed trustees. Attorney Eldredge continued: the decisions Wayne made (END of comment) Attorney Marsan interjected his objection. Chairwoman noted objection.

Attorney Eldredge continued: Exhibit B6 – he talked about rent increases and offered as Exhibit “Tenant #2” – information on the registration that Mr. Marsan sent, just taken in different context. He reviewed this document. At end of 2003 the highest rent was \$320. On 1/1/04 the Board of Selectmen sitting as the Board of Health declined to issue a license to Edgeway Park. Attorney Marsan interjected and pointed to Board’s exhibit “Rent Role” for 2010, and in his opinion, the owner has answered the question. Chairwoman explained he would have his chance to speak, but noted that Attorney Eldredge was still making his opening remarks. Attorney Eldredge continued: Tenant Exhibit #3 12/15/03 Selectmen minutes, which indicate Wayne Williams was found to have code violations. Chairwoman asked what this had to do with rents. He responded by noting that his point comes down to the fact that they were unlicensed at time and should not have been conducting business without a license. Attorney Marsan objected indicating that this was outside of the scope of the hearing. Attorney Eldredge suggested going back to at least 2004 when Edgeway did not have a license. If there was a freeze it should go back to when the park was no longer a licensed entity. Our position: #1 rents were not established at \$280 as they were never established, #2 the 2006 letter written by Attorney Murray, he would suggest that there was no finding by the Board and our position is that rents should have been frozen the day Edgeway lost its license. He submitted an affidavit from John Tramontana along with several letters that transpired and 1/24 letter from Wayne Perkins, letter from Dianne Henault and letter from Attorney Murray. He presented Board with Tenant Exhibit #4 (attached). Attorney Marsan objected noting that the hearing notice specified “Rules and Regulations”. Attorney Marsan: There is no foundation set as to why this is appropriate at this time, it’s prejudicial and unwarranted. Chairwoman responded that he is entitled to introduce his exhibits, whether or not the Board will use them to make its determination. Attorney Marsan requested that his objection be noted for the record that these exhibits not be entertained or heard at all.

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Attorney Eldredge pointed to 1st document as Tenant Exhibit #4 – letter from Tramontana with note that he was resubmitting two checks which Wayne Williams refused to cash. Attorney Marsan objected noting that the issue is what is stated in the public hearing notice. Attorney Marsan: The man (Tramontana) didn't pay any more (increase) and that's the issue.

Attorney Eldredge presented and answered the following question. Has Edgeway ever attempted to charge higher rents? Answer: Yes they have. Attorney Marsan indicated it would be a dis-service to go back in time. Attorney Eldredge: It would be a dis-service for the tenants to live in an unlicensed park. Attorney Marsan objected. Chairwoman reminded Attorney Eldredge to stay on the rent issue. Attorney Eldredge indicated that he has finished opening statement if he can't finish.

Attorney Eldredge called on the following witnesses:

1. Anne McGann
2. Charles Jeans
3. Louisa Brown
4. Margo King
5. Georgette "Kiki" Gorman

Witnesses were sworn in by the Chairwoman.

**Ann McGann – 1st Witness
17 Lyn Lane**

Testified: In response to questions by Attorney Eldredge: She moved into Edgeway on 9/30/05 at about 1 PM. Before moving in she spoke with Wayne William's wife. She was told she would pay \$320/month and that it was rent control, and I didn't know the rules. I should have been paying the same as the tenants before me, which was \$290.00. They had not shown her anything indicating what the prior tenant had paid. When the Tramontanas moved in, she found out she should only be paying \$290. so she spoke to Cori Farcus and he told her if it was wrong they would fix it. Nothing happened so she went back and spoke to Cori's mother, Heidi Belbin and she told me to get information at the Town Hall, which she did and gave it to Heidi and copies of her cancelled checks. Heidi told her that they would give her a credit, which she did, but then she took it back. Heidi told her that Mr. Murray had set the rents and that she had just missed the deadline so she was to pay \$320 even though the prior tenant paid \$290. She has continued to pay only \$290 per month and Heidi has cashed all of her checks and has sent her threatening notices saying pay immediately as it's up to \$2,600 now. Mr. Marsan also sent me several eviction notices. He has never acted on those notices and he had in fact, told her daughter that they weren't really going to do anything about it. So she saw that as intimidation and harassment. There was never a hearing in front of the Rent Board. She hired an attorney and they backed off. They were going to let it sit and Heidi was not to send her anymore demanding notices, but she has. She was told she would receive the

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following services: trash pickup, snow removal, streets. Septic was never mentioned. She has several sinkholes in her driveway.

Cross Examined by Attorney Marsan: Testified: Attorney Marsan presented her with document and asked if she could identify it. She responded that it was an illegal lease she signed not knowing. He asked her what date was on the lease. She said that the date was wrong. She signed lease on 9/30/05. This document says October 2005. Attorney Marsan: On that day you agreed to pay \$320? Answer: Yes, not knowing any differently. Attorney Marsan: And you paid \$320 per month for approximately one year correct? Ans: Yes. Attorney Marsan: Didn't Edgeway give you money back? Ans: They gave me a credit and took it off my rent. Attorney Marsan: Then you're rent went back to \$290/mth? Ans: Yes. Attorney Marsan: And through the credits you've been given back the money you paid to the \$320 level correct? Ans: She's been sending me bills for that amount. Attorney Marsan: Isn't Adam Bond your attorney? Ans: Yes. Attorney Marsan: And didn't Adam Bond and I talk and I told him I would not take any action although we claim the right to say that that's the proper rent? Ans: No. I will not say that \$320 is the proper rent. Marsan: No. What I'm saying is that Edgeway reserved the right to say that that is not the proper rent. Marsan: Edgeway never agreed that \$290 was the proper rent. Response: She did agree that \$290 was the proper rent. Marsan: Until she found the lease you had signed indicating \$320. Answer: No that wasn't the reason. That's not what she told me. She told me Mr. Murray's letter is what prompted her to go back to \$320. Marsan: Well she told me something different. My understanding of the facts is slightly different. You're paying \$290 and what happened is before January 2006, you took occupancy and Mr. Williams changed the rent from the prior tenant to you correct? Ans: Yes. Attorney Marsan: Your rent has not changed since you moved in other than it going down after you brought it to the attention of the park? Ans: I pay \$290 now. Marsan: You've received all your credits and money? Ans: Not exactly. She manipulates the invoices she sends me to make it look like the late charge she is charging me and the \$30 she puts it towards the rent so it looks like I am not paying all of my rent. Marsan: Are you paying \$290 presently? Answer: Yes. Attorney Marsan offered as Owner Exhibit #1 the lease of Anne McGann. Attorney Eldredge: When you signed lease, did they indicate that they did not have a license? Answer: No. Attorney Marsan objected. Chairwoman noted. Attorney Eldredge: Does your rent indicate that it's \$290? Ans: No. There is a demand on those bills. Attorney Eldredge: When did you move in and what did prior tenant pay? Ans: 9/30/05. Prior tenant paid \$290 and moved into Edgeway in 2001. Attorney Marsan: The owner shows higher rent in bookkeeping, but no one has taken you to court correct? Answer: I get harassed every month through demand letters. Marsan: You get invoice which shows Edgeway reserves the right to state that the correct rent is \$320? Ans: Yes.

**Charles Jeans - 2nd witness
46 Lyn Lane**

Testified: In response to questions by Attorney Eldredge: He moved into Edgeway in 2001. He was president of the Homeowners Association for two years. In that capacity

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did you have any conversations with the Attorney General's office (A.G.) or the Rent Control Board in regards to the rent? Ans: both. Attorney Marsan: Objected. Chairwoman: Relevant. Attorney Eldridge: Did you see letter sent to AG from Tramontana – yes. Have meetings with A.G about that? Ans: Telephone conversations and ragging back and forth. Attorney Eldredge: Can you tell me what those conversations were about? Attorney Marsan objected stating that we should have documentation to support that. Chairwoman responded that the testimony was going to continue. This is an informal hearing to gather as much information as possible to determine a ruling.

Attorney Eldredge: Can you tell me about your conversations with the A.G.? Ans: I asked A.G. for clarification of the issue with rent and had forwarded some letters sent to me from Attorney Murray as well as some of the resident's letters. She did respond primarily, the latest one was from Rachel Beech and she did respond in phone conversation with me and I reiterated my understanding of phone conversations and an email back to her and she did confirm what had been said. Attorney Eldredge: And that was that he charged rents higher than he should have? Ans: That was her understanding of the situation, yes. Attorney Eldredge: And did you have conversations with the Rent Control Board in regards to the rent that was being charged to Tramontana? Ans: I sent copies of all of that documentation to the Rent Control Board and asked for its opinion. They did forward one of them onto Attorney Murray for his opinion.

Attorney Eldredge: And it was Attorney Murray's opinion that those rents were illegal correct? Ans: Yes. Attorney Marsan: Do you have the letters you are talking about with you tonight? Ans: I do at home. I have a complete file of them at home. Attorney Marsan: Did your Attorney ask you to bring them? Ans: No. Attorney Marsan: Do you think they are important? Ans: If this were a legal hearing, yes. Attorney Marsan: And you think that this Board and I ought to be entitled to see this correspondence?

Ans: The Board has seen them in past. Attorney Marsan: Would you have any objection in substituting those letters for your testimony tonight? Ans: To back up my testimony? Attorney Marsan: To substitute your testimony. Would it be clearer if we saw what the letter said or what you said tonight? Ans: No. Attorney Marsan: Wouldn't the letter contain a clear statement of what the issue was and what you were asking the A.G. to do or give an opinion on? Ans: It is a letter that I would be willing to provide. Attorney Marsan: And the letter from the A.G. would be a response to your question? Ans: Yes. Attorney Marsan: That would be the best evidence to present to this Board as to what that conversation or issue was? Ans: I don't feel I'm in a position to decide what is the best evidence. Selectman Rullo: When did you speak with A.G.? Ans: I had more than one conversation. Selectman Rullo: Over what period of time? Ans: From 2006 to 2008. Selectman McKinnon: These conversations were all predicated to the A.G. from other tenants, not necessarily from your situation – you were representing other tenants? Ans: Yes on behalf of the tenants from the tenant's association.

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Louisa Brown – 3rd Witness

162 Wesley Circle

Testified: In response to questions by Attorney Eldredge: She moved in August 2009. She did not know they were not licensed when moved in. She didn't know lease was illegal until Mr. Tramontana approached her. Tenant that owned her place, Stanley Gould, told her that when she went to see management to fill out the applications, she should say that she understood that Mr. Gould was paying \$290 so she should be paying the same. She pays \$290, but it originally started at \$280. She is very disappointed that they are not licensed. She feels very intimidated by the whole process. Attorney Eldredge: Is there any condition of you land that you didn't know prior to moving in?

Answ: Yes. Mr. Gould said something to make sure whatever you do, have them take the plastic out because it can be dangerous. I've had cancer twice so I'm very paranoid. I want to make sure nothing happens. So, the two gentlemen that work there as maintenance men removed the plastic. When it rains, my grass is very sappy, but the water is very...it's poor drainage and when you go into my driveway the water just sits there and then goes down to the street and there's a big puddle. I contacted Heidi and she brought the two gentlemen that work for her. I told her I was concerned about the way this is. If it ever freezes, who would be responsible for this? She looked at me and that was it. So I still have that problem. Chairwoman: That doesn't go to the rent.

Attorney Marsan Redirect:

Gave her document and asked her to read across board. Witness read across as asked.

Attorney Marsan: So this says you have a five year lease that began in 2009 and is valid through 2014? Answ: Yes, but it's not a legal lease. Attorney Marsan: You agree rent is \$290? Answ: It's \$290 but it started at \$280. Attorney Marsan: And you agree that the

rent is \$290 and that is what you agreed to pay for. And what did prior tenant pay?

Answ: \$290. Attorney Marsan: And when did the prior tenant move in if you know?

Answ: 2002. Attorney Marsan: You're not complaining that your rent was increased after January 2006 because you don't know correct? Answ: Are you trying to trick me? And I will contact Mr. Gould because it's my understanding that the other ten dollars may be for his water, which in essence I already paid \$100 for my sprinkler system.

Attorney Marsan: You're not saying you're paying a higher rent, but that you are unhappy with the rent you are paying? Answ: No. I'm saying it started at \$280, but that the ten dollars may be for the sprinkler system and not part of the rent. What I'm upset about is that I signed a lease that is illegal. They don't have a license. There's a problem with that water and a lot of these issues are a problem. Attorney Marsan: What we're talking about is whether the level of rents are appropriate or not. Marsan offered "Rent Rule" dated 1/18/11 as Owner Exhibit #2.

Selectwoman Duphily asked Attorney Marsan to explain various rents as they don't make much sense to her. Attorney Marsan: I can't explain how all changes happened over time. I don't think the fact that there are different rents for different units is the issue.

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We don't contest that. We haven't violated the Board's order of 2006. It's clear Mr. Williams adjusted rents between tenants. Selectwoman Duphily: How can you say he didn't increase the rents if it went up to \$312 in 2007? Attorney Marsan: That's what the prior tenant paid. Selectwoman Duphily: Do you have documentation to show that what prior tenant was paying in 2006, that this is now what she's being charged in 2007, 2008, and 2009? Attorney Marsan: There isn't anyone who is going to testify. There's only two that are going to testify and I believe one is Mr. Tramontana and he said an attempt was made, but he didn't pay it. That was post January 2006, but it was before November 2006 when Cori Farcus came to be here. Selectwoman Duphily: So, can you explain how #139 Wesley Circle stay at \$280? Attorney Marsan: I don't know. That's why I said at the very beginning, each home site has its own story. They may have gone through a rent increase with Wayne Williams. It's possible they didn't. Chairwoman: Do you have all the rent records for the park? Attorney Marsan: We have all the records since Corey Farcus took over in November 2006. It's been explained to me that the current files are by address and separate file for original owner. As a tenant leaves or changes, an active file on the tenant who's there closes and gets filed. So, that's a third possible file. I don't think this is unique to Edgeway. All of these parks have a method of increasing on turnover in order to bring to market because a lot of them are straight five-year leases. You can't go back in time without doing a complete analysis home site by home site. Selectwoman Duphily: Right, so why wasn't that done? Why didn't you give us that information? I don't understand what you're doing. It's not clear here. Attorney Marsan: I'm following your order. Everything says that the order of the Board in 2006 established the rents. The rents were established as of January 2006. The Board could have, but didn't. The tenants could have, but didn't. No one has come to the Board and said establish the rents. Chairwoman: Can we get copies of the records of what you do have available from 2006 forward. Attorney Marsan: I can produce a current tenant – record showing what the current tenant is paying. Selectwoman Duphily: With some history so we know what they've been paying. Chairwoman: If we need more information, we can go back and get it. Town Manager: I think what you want is the immediate previous tenant and what that tenant was paying. Chairwoman: Exactly. Attorney Marsan: I know I can provide as of November of 2006, which may be an invoice or rent record that Mr. Williams had in the file as to what the current is. I can't represent how complete they are. Record keeping wasn't (inaudible) forte. Chairwoman: If we could get that at least at a minimum, what's currently being paid and what was previously being paid, it would be a start. Selectman Rullo: Asked Mrs. Brown if her unit was a new unit or if there had been a previous tenant. Answ: There was a previous tenant, Mr. Gould. We need rent control for all. They are operating illegally. She was contacted within two months of living there and began feeling intimidated by things such as receiving calls telling her she didn't have to join tenants association. Attorney Eldridge: Where are the records? They have a duty to keep the records. They are not two separate entities. It's the same ownership. We are only talking 1999.

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**Margo King – 4th Witness
64 Lyn Lane**

Testified: In response to questions by Attorney Eldredge: She has lived in Edgeway since April 2001. Her rent is \$280. Attorney Eldredge: Did you receive any notice they were not licensed? Answ: No. She believes she is a Tenant at Will because lease expired. Attorney Eldredge: Have you been offered another lease? Answ: Chuck Jeans saw something with leases, but she wasn't offered a lease. She had received a flyer at end of 2000 from Century 21 Gold advertising a 5 year lease for \$280 with various things included as listed on flyer (Exhibit B5). Attorney Marsan: Since your lease expired have you asked the park for a new one? Answ: No. I was told by the MFN – a state organization for manufactured homes who meet with the A.G. once per month, that anyone who lives in a rent control park, is not required to sign a lease because it is rent controlled. Selectman McKinnon: What was your rent in 2001? Answ: \$280. Mr. Jeans rent in July of same year was \$290. Selectwoman Duphily: Mr. Marsan do you recognize the flyer? Attorney Marsan: No. The first I saw it was when I received notice of hearing. I don't know that agent or that flyer. Selectwoman Duphily: Is there anything in Mr. Farcas/William's records showing he had real estate agent from Century 21? Attorney Marsan: I believe he had an agent from Century 21. Mr. Farcas: I don't have that flyer. I never saw it before tonight. Selectman Rullo: Asked Attorney Marsan if it is the parks practice now to offer new lease as it seems most tenants are Tenants at Will now. Attorney Marsan: No. He engaged Mr. Jeans and his attorney a couple years ago and suggested new leases should be brought up to market? The only thing a lease gives you is a five year term fixed rent, but its rent controlled already. A lease keeps you from having to continually go before the Rent Board.

**Georgette "Kiki" Gorman – 5th Witness
100 Wesley Circle**

Testified: In response to questions by Attorney Eldredge: She has been living there eight years and is going into 9th year. She was told her rent would be \$290, but after she bought it, was told it went up to \$320. They had sold their home and had nowhere to go. The park never told her it had no license. She has had problems with sand & water. Her home is sitting on blocks. Attorney Eldredge presented her with a photograph and she identified the blocks that her home is sitting on. You can see where the water has washed away everything and it's tipping. It is caused by water. There is no drain in the land itself. The water just runs down the hill and under the houses. The park is aware of it. When Wayne was there two surveyors came in and told him French drains were needed to correct problem. Attorney Eldredge wanted to submit photograph as an exhibit. Chairwoman offered that he could submit it as part of his brief as it did not go to rent. Chairwoman: Are you the original owner of unit? Answ: Yes. Attorney Marsan: You moved in 2002? Answ: Yes. Attorney Marsan: A new home from Wayne Williams? Answ: Yes from Wayne Williams through Larry Costa. Attorney Marsan: At the time he

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told you what he wanted for rent for that unit correct? Answ: Yes. Chairwoman: And what did he tell you the rent was going to be? Answ: He told us originally before we purchased the house, the rent was \$290 and when we went to sign he said it went up to \$320. Attorney Marsan: Did you complain to this Board? Answ: No. We didn't know the Board was here at that point.

Cori Farcus called upon to testify by Chairwoman.

Chairwoman: What is actually included/covered in the various rents? Answ: septic, cleaning of the roads/repair/snow plowing, trash pick up, water utilities which is different from the sprinkler system. There is a well on site, which is maintained by Edgeway. Is the licensing fee included in the rent? Answ: I believe so. Yes. It is a specific amount from each unit plugged right into it. Selectman Rullo: Do you include lighting for general safety? Answ: Not in Edgeway because it's not finished. Do you intend to put it in? Answ: Yes, when the park is finished with all of the units. We are still under construction. Chairwoman: Why wouldn't you put in public lighting before you started selling units? We are still under construction. Selectman Rullo – the special permit required you to put in lighting did you know that? Answ: Correct. Selectwoman Duphily: Should we check what his original orders were? Attorney Marsan: That would affect the occupancy permit. He's never been cited for a violation. Selectman Rullo: is sprinkler system optional? Answ: Yes. It is \$100 annual fee outside of the base rent. We discussed it before this Board. Chairwoman: you provide only water as a utility? Answ: Yes. Do you have a copy of your rules & regulations that you give your tenants when they move in? Answ: Yes. Can you give a copy to the Board? Yes we can. Chairwoman: you have nothing you would identify as a rental housing agreement other than your rental leases? Answ: Yes. Chairwoman: Based on what you gave us tonight and what we have originally, from that can we determine what rents have increased since 2006? Answ: We are maintaining that we have not increased any rents since 2006. Selectman Rullo: even for new tenants? Answ: Yes. Marsan: we have not increased rents since Corey came on board in 2006. Chairwoman: asked Mr. Marsan if they have increased rent on new owners since 2006. Marsan Answ: No. Witness in audience gave name of individual from #133 Wesley Circle (name of which was inaudible) saying his rent has been increased. Attorney Marsan: we have not changed rents since Corey Farcus came on board in 2006.

Attorney Eldridge asked Corey Farcus questions:

Who is owner of #68 Wesley Circle is? Answ: It is vacant. How can you attach a rent of \$350 if it is empty? Has it ever been sold? Answ: I would have to look at the details. Attorney Eldredge: In August of 2006 you attach a rent of \$350 to a house that has no occupancy permit? Answ: I would have to look at the details. I believe that is a house without an occupancy permit. Are you the manager of Edgeway? Answ: I am the Trustee of Edgeway. Do you work there? Yes. Do others? Yes. How long have they worked there for? The people that work there now? Attorney: yes. Farcus: We aren't actually employed by Edgeway. We are employed by a leasing company that leases

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employees out to the different companies and entities. Attorney: Do you have documentation that they are not employees from you? Farcus: We do. If I could please clarify. Does Heidi Belbin work for you, Edgeway Realty Trust? Farcus: Yes in a matter of speaking, but she is employed officially by I.S.M. Leasing and ISM Leasing leases out the employees. Attorney: What about her assistant? Farcus: Sarah Reid? Attorney: Yes. Farcus: Correct. She works in the office. We'll use it as working in the office. Attorney: How is she paid? Farcus: How is who paid, which one? Attorney: Both of them. Through the leasing company? Farcus: Yes. Attorney: And what about Michael the maintenance guy? Farcus: Michael the maintenance manager is again officially an employee of I.S.M. He is leased out to the various entities under the Estate of Wayne Williams, one of which is Edgeway Realty Trust. Attorney: So he uses Edgeway trucks to plow? Farcus: No. The truck is owned by I.S.M. Leasing. Chairwoman asked for clarification of initials of leasing company. Farcus: I.S.M. Chairwoman: Where are they located? Farcus: In Middleborough.

Selectwoman Dughily: Who are they? Is it you? Farcus: It's within us. Selectwoman Dughily: It is a corporation of Wayne Williams? Farcus: Correct. Attorney Eldredge: And where is it located? Farcus: 17 Wesley Circle. Attorney Eldredge: So you're running another business within your mobile home park? Farcus: Do we operate the business of I.S.M. Leasing out of 17? That the address to where the mail comes in. Attorney: Do you operate a business out of there? Attorney: I want to show you a picture. Can you identify the two vehicles that are in that picture? Farcus: There's more than two vehicles. Which one would you like? Attorney: The big one with the pallets on the back that looks like some sort of (inaudible). Chairwoman: Mr. Eldredge I'm going to stop you there. This is totally off the point. Attorney Eldredge: How they use their space affects their rent. Chairwoman: You can incorporate into your brief. Attorney Eldredge: I would request we have documents come in to see exactly who Heidi Belbin and Sara Reid work for because I have affidavits that say that they are managers of Edgeway Realty Trust that were in Court documents. I also would present his Workman's Comp application that suggested a sole proprietor with no employees. Attorney Marsan: Objection. This is way outside the scope. Chairwoman: It is. Attorney Eldredge: It goes to credibility. When we say we need to bring records in this is exactly the history that this park has shown. Chairwoman: We are looking for history as to owners and what rents were charged. Attorney Eldredge: But he's saying stopping at 2006. I think we should bring them back to the park for 99. I motion to the Board To ask for 99 going forward comes in. Chairwoman: Well we asked for the previous owner information and the current owner information and if we need more information, we can certainly request it. Do you have any other questions of Mr. Farcas Mr. Eldredge? Pertaining to the rents. Attorney Eldredge: Your Trust hasn't had a license to operate a mobile home park in Middleborough since 2004? Attorney Marsan: Objection. He's going back and (inaudible) Attorney Eldredge: It does have to (inaudible). Chairwoman: I am going to allow the question. Can you answer that please? Farcus: That is correct. We have not had a license since 2004 as issued by this Board.

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Chairwoman asked if Board members had any other questions. Chairwoman informed Mr. Farcus that this ends his testimony.

SUMMARY – Attorney Marsan

Attorney Marsan introduced for record Edgeway Trust Rules & Regulations 2005 for the park as Owner Exhibit # 3 and testified they are same as what was submitted to Board on 2/23/10. Mark for record Sections 2A and 2B of Rent Board's Rules and Regulations as Owner Exhibit #4 and Oak Point Owner Site Agreement as Owner Exhibit #5. Attorney Eldredge objected. Chairwoman allowed. It's a big jump here from what happened in 2006 when the Board chose to take jurisdiction over this project and issued an order establishing the rents. There's no question that this could have come before the Board anytime before 2006 and it didn't which is a strong indication people weren't complaining. You did not exercise your jurisdiction. Thinks \$350 would be minimal reasonable going rate and not being able to have that keeps them from having funds to make some of the improvements mentioned. Attorney Eldridge objected – speculative. Chairwoman noted objection. Don't think you should roll back beyond 2006. The fact that Board never exercised its own jurisdiction should not penalize park owner. The fact that we have these issues is reality. If you're going to complain, do it when issues are relatively fresh and people are still around. It would have been clearer to have documents from Mr. Jeans from his discussions with the Attorney General a few years ago. He is asking the Board to focus on the issue and that is what has happened since we took jurisdiction and issued our order. You took jurisdiction and issued an order. I will get the files requested by the Board. It's clear the rents changed, but it's not clear it's a violation. Are you doing folks a favor if you can't offer a fair return? Who wants to own this park, or buy this park? What is going to be the impact of any action we take? I think we are on a slippery slope. It would be foolish to come to the Board and ask for market rent. The issue is "what's the rent and does it violate our rules and regulations?" He asks the Board to focus on the January date, the letters of Town Counsel and limit analysis as a fair analysis by way of using January 2006 to date. My objection is on record not to go back in time. He also asks for adequate period of time to prepare a brief or significant findings and documents requested by the Board. He would suggest 2/18. Chair: I indicated in the beginning of hearing it would be two weeks. Marsan: I'm asking you to modify it.

Board agreed to 2/18 for all documentation and briefs to be submitted.

SUMMARY – Attorney Eldredge

Mr. Marsan keeps referring to market establishes as if he ever came in to establish what a market was. You took a time where there was a meeting in regards to a wrongful, illegal request for rent and it came in to being frozen rent no matter what they were. They were arbitrary. You probably never even look at them as being a Board, but they were frozen in 2006 because that's the day someone stood before the Rent Control Board. We don't want to use the day he lost his license to operate, to conduct business, either directly or

indirectly and I would suggest that raising rents is conducting business. I would indicate that there was testimony that came in that said that rents were increased. I would suggest the Tramontana incident like Mr. Marsan making threats that if we have to roll these back then we are putting the life of the trailer park in jeopardy and he'd have to close. How do we know where he is financially when you haven't seen him? He's had six years at least to come in with documents to tell you where he is and he hasn't been back since. If he's so desperate for money and all he had to do was show documents, where are they? That's all we want. My clients aren't against paying rent. But he indicates we could complete the issues at the park. The issues at Edgeway aren't the tenants responsibilities. Rent shouldn't be paying for their responsibilities. Rent shouldn't be paying for another business being in that trailer park. They need to complete the issues with their own money. They're the ones who chopped the trees in the buffer zone, not my clients. They're the ones with health code violations, not my clients. Why should my clients have to pay to have the monies fixed? I know it's fairer to have the rents being back where he lost his license based on the activities of their (unintelligible) than it is to take an arbitrary day where somebody came in for something illegal and say good we're gonna fix you. One of the fix you did on that day was a \$350 rent and we don't even know if that \$350 is on that day because at that time it was \$290. There's another unit in there that he indicated they might have charged \$350 in rent for something that's never been sold and it's vacant. How do you attach a rent and not have anybody there? The bigger issue we are going to have is downward adjustments. The Board didn't establish rents in 2006 it only established that rents can't be increased w/out order of Board. Suspending his license meant absolutely nothing because the Town relieved him of his \$100 daily fine, which to date would have been approximately \$200k that the Town could have had. Rent Control is about leveling the field. We have seen nothing in regards to their books of what a fair net income could possibly be. We know that there's a lot of bills out there that need to be paid for things that the tenants didn't create. All they want is to have their rent adjusted correctly. The tenants are paying \$15k to this facility per month and nothings been corrected. There's no money for roads, to create the buffer zone, or fix some of the drainage. There's no money for anything, but \$15k per month is coming in there. It's about time we find out where that \$15k is going and then apply a rent that's fairly proportioned to the people in this Town. That's what we need.

Chairwoman thanked everyone for attending and announced Board is taking the matter under advisement and will issue a written decision. Briefs will be due 2/18/11.

***NOTE: In accordance with 801 CMR 1.02 (attached), the Presiding Officer shall arrange for verbatim transcripts of the proceedings to be supplied at cost to any party upon request, at the party's own expense. All evidence and testimony at the hearing shall be recorded either stenographically, or by Electronic Medium.**

At 10:36 PM Chairwoman announced Board would take a two minutes recess.

OTHER

Selectwoman Duphily:

Leilani Dalpe had a gathering at her home on Saturday with Representative Calter and he spoke about having civil discord without being uncivilized. Selectwoman Duphily would like to see individuals be more civilized even when having different views or in disagreement with others.

She had called a meeting on Friday at the Town Hall Annex with a group of individuals to try and do something about more of a sense of community. They are also working on the Christmas decorations for downtown for next year so that they don't get left out again like this year. The group will work on different events in Town so that there will be a better sense of community. Anyone who is interested, would like to attend a meeting, or has suggestions, may contact Selectwoman Duphily or Anna Nalevanko. Selectwoman Duphily would like to see some live bodies because it would be nice to see more than just the ordinary people working on these projects.

Selectman McKinnon:

As the Board's representative to SRPEDD, he will attend a meeting Wednesday night to discuss the Memorandum of Understanding relating to the Comprehensive Continuing Cooperative Transportation Planning Process for the Southeastern Massachusetts Metropolitan Planning Organization. Most of it involves a name change and cleaning up language within. He noted that the state and local interest section bothers him. It talks about SMNPO. It bothers him that the state is removing certain language and he would like to vote against it. Upon motion by Selectman Spataro and seconded by Selectman Rullo, Board voted unanimously to support his position in having language eliminated. Selectwoman Duphily suggested a letter by the Town Manager might be helpful. Selectman McKinnon indicated that he doesn't need a letter. As long as the Board members are in agreement with him, he will make the case.

Allin Frawley requested that proposed financial policies be posted to Town's website. Chairwoman explained that this information will go out with the meeting packets. He also offered that the CPA Committee needs to be formed because there is a lot of work to be done. Chairwoman noted that she had announced at beginning of meeting that the Board is sending a reminder to Boards & Committees to submit recommendations and is also accepting letters of interest. Town Manager is to spearhead getting this going.

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Mr. Frawley asked if SRPEDD meetings are a public meeting and if they offer a snow date incase weather interferes with scheduled meetings. Selectman McKinnon offered that they would most likely move it to the following week, but also offered to email Mr. Frawley if this week's meeting is postponed.

Upon motion by Selectman Spataro and seconded by Selectman Rullo, Board voted unanimously to adjourn at 11 PM.

Jackie Shanley, Confidential Secretary
BOARD OF SELECTMEN

NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on Monday, January 24, 2011 at 7:30 p.m. 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 the amount of rents paid by tenants of Edgeway 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 representatives/attorneys shall have the right to prepare and present relevant evidence and argument at the hearing.

The issues involved in the hearing include:

- Whether the Park Owner increased rents to a rate higher than \$280/month for tenants who were already subject to a rent agreement at the rate of \$280/month.
- Whether rent may exceed \$280/month for any tenant in the Park.
- Whether the Rent Board in January 2006 made an order to the Park Owner not to increase rents until new rent was approved by the Rent Board.
- Whether the Park Owner increased rents for tenants after January 2006 in violation of the Rent Board's order of January, 2006.
- Whether the Park Owner set initial rents for any tenant(s) at a rate greater than \$280/month.
- Whether rents for all tenants in the Park must be the same amount.
- Whether the rents paid by tenants in the Park will be reduced and/or adjusted, prospectively or retroactively.

TOWN OF MIDDLEBOROUGH RENT BOARD
Marsha L. Brunelle
Alfred P. Rullo, Jr.
Muriel C. Duphily
Stephen J. McKinnon
Steven P. Spataro

Publish: December 23, 2010

Please bill the Town of Middleborough Board of Selectmen's office.

8/27/2010

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801 CMR 1.02

CODE OF MASSACHUSETTS REGULATIONS

*** This document reflects all regulations in effect as of August 6, 2010 ***

TITLE 801: EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE CHAPTER 1.00: STANDARD ADJUDICATORY RULES OF PRACTICE AND PROCEDURE

801 CMR 1.02 (2010)

1.02: Informal/Fair Hearing Rules

(1) Preamble. 801 CMR 1.02 of the Standard Adjudicatory Rules of Practice and Procedure is a self-contained segregable body of regulations of general applicability for proceedings in which formal rules cannot be utilized or federal fair hearing procedures are applicable. An Agency must determine for any class of hearings whether to hold hearings under 801 CMR 1.01, Formal Hearings, or 801 CMR 1.02. Agencies shall determine based on such factors as: the volume of cases held; whether claimants are represented by counsel; the complexity of the issues; or the applicability of Federal fair hearing procedures. All notices from which an Adjudicatory Proceeding can be claimed shall state which rules apply, whether formal under 801 CMR 1.01, or Informal under 801 CMR 1.02. In addition, all notices shall contain a notice printed in English, Spanish, Portuguese, Italian, Greek, French and Chinese that informs the reader that the document is important and should be translated immediately.

(2) Scope, Construction and Definitions.

(a) Scope and Construction. 801 CMR 1.02 shall apply to Adjudicatory Proceedings involving review of action or inaction of an Agency or of a Veterans' agent with respect to a claim for benefits or services. Without intending to limit its applicability, 801 CMR 1.02 shall apply to all hearings held pursuant to the fair hearing requirements of 7 CFR 273; 42 USC 503 (a)(3) and M.G.L. c. 151A, §§ 39 and 41. 801 CMR 1.02 shall also apply to the hearing procedures of any other Agency which is, in whole or in part, governed by the requirements of similar law, and to classes of hearings of any Agency for which 801 CMR 1.02 establishes minimum procedural protections for applicants or recipients in such proceedings, and shall in no way be construed to limit the protections afforded by state or federal law.

(b) Definitions: Refer to all definitions included in M.G.L. c. 30A and in 801 CMR 1.01. In addition, the following words when used in 801 CMR 1.02 shall have the following meanings:

Applicant. An individual who has applied or been denied the opportunity to apply for benefits available under any program administered by an Agency, H.C.C. or veterans' agent appointed pursuant to M.G.L. c. 115, § 3.

ASAP. An Aging Services Access Point organized to provide services pursuant to a contract with The Executive Office of Elder Affairs.

Benefits. Any benefit to an individual or service administered or rendered by an Agency.

Case Manager. The Person who performs case management services.

DALA. The Division of Administrative Law Appeals.

Division of Hearings (DTA). The Division of Hearings for the Department of Transitional Assistance.

Electronic Medium. Any device used to preserve or transmit information electronically, including but not limited to telephone, e-mail and facsimile.

Hearing. An Adjudicatory Proceeding held under these informal rules at 801 CMR 1.02.

Institution. Any licensed hospital, nursing home or public medical institution.

Presiding Officer. The individual(s) authorized by law or designated by the Agency or DALA to

conduct an Adjudicatory Proceeding.

Recipient, A Person or family receiving benefits under a program administered by an Agency, ASAP, or Veterans' Agent pursuant to M.G.L. c. 115, § 3.

(3) Representation.

(a) Appearance. An individual may appear in his or her own behalf, or may be accompanied, represented and advised by an Authorized Representative.

Appearance

(b) Notice. An Authorized Representative shall appear by filling a written notice with the Agency or Presiding Officer. Notice shall contain the name, address and telephone number, as well as facsimile number and e-mail address if available, of the Authorized Representative and of the Party represented, and may limit the purpose of the appearance. The filing by an attorney of any pleading, motion or other paper shall constitute an appearance by the attorney who signs it, unless the paper states otherwise.

(c) Powers. An Authorized Representative may exercise on a Party's behalf any rights and powers vested in that Party by 801 CMR 1.00.

(4) Time. Papers shall be filed according to the procedures set forth in 801 CMR 1.01(4)(a) through (e).

(5) Filing. All papers filed with the Agency, its designee, or DALA should contain the name, address, telephone number and signature of the sender or Authorized Representative. Papers which do not contain all of this information shall be accepted for filing if they contain sufficient identifying information so they can be placed in the appropriate file.

(6) Initiation of Adjudicatory Proceedings.

(a) Notice of Agency, ASAP, or Veterans' Agent Action.

1. Requirements. Notice of action by an Agency, ASAP or Veterans' agent to deny, terminate, reduce, or suspend services or Benefits to a Recipient or to deny Benefits or services to an applicant shall include but not be limited to:

- a. clear and plain statement of the action to be taken;
- b. the date on which the action shall become effective;
- c. an explanation of reasons for the action;
- d. the regulation or other legal authority on which such action is based;
- e. the telephone number and address where further information may be obtained;
- f. an explanation of the applicant's or recipient's right to request a hearing (including the time limits and manner for request);
- g. a copy of the form used to request a hearing;
- h. an explanation of the circumstances, if any, under which Benefits or services will continue pending an Adjudicatory Proceeding;
- i. an explanation of the right to be represented, including if applicable, the availability of assistance; and
- j. the mailing address, telephone number and office hours of the office responsible for receiving and/or hearing appeals from the Agency action.

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2. Exceptions for ASAP.

- a. If a Recipient voluntarily assents in writing to a termination, reduction or suspension of services, the ASAP shall implement the change in service in accordance with the terms of that assent, without sending notice of action. ASAP shall use a written assent format provided by Elder Affairs.
- b. If a recipient is hospitalized or otherwise institutionalized, ASAP shall suspend the Recipient's services as soon as feasible, without sending notice of action. Upon discharge, the ASAP shall reassess the Recipient's service needs.
- c. If an ASAP has actual knowledge that a Recipient is temporarily absent from the ASAP service area and is therefore unavailable to receive services, the ASAP may suspend services for the period of the Recipient's absence without sending notice of action.

(b) Grounds for Appeal. A right to request an Adjudicatory Proceeding shall arise when controversy exists which by law or Agency regulation requires an Adjudicatory Proceeding, or

when a Person is aggrieved by an Agency, ASAP, or veterans' agent action or failure to act.

(c) Adjudicatory Proceedings - How Taken. A Person entitled to an Adjudicatory Proceeding or his or her Authorized Representative must request a hearing in writing in the form prescribed, or on the form provided by the Agency or the Presiding Officer, and must sign and date the request. At the discretion of the Agency, the request for hearing may be filed by Electronic Medium. The requesting Party must file with the Agency or the Presiding Officer within the time limit prescribed by law. In the absence of any time limit, the requesting Party must file within 60 days after receipt of the notice of action or, for failure to act, within 120 days from application, unless the Agency has established a longer period.

(d) Continuation of Benefits Pending Appeal. Benefits shall continue when required by applicable statute or regulation, if the Recipient or Institution has met the standard set forth by applicable statute or regulation.

(e) Termination of Continued Benefits. Benefits continued in accordance with 801 CMR 1.02(6)(d) shall be terminated if:

1. a determination is made at the hearing that the sole issue is a challenge to the validity of a particular law or regulation; or

2. a change affecting the Recipient's Benefits occurs subsequent to the Adjudicatory Proceeding request which makes the previously filed Adjudicatory proceeding request moot, and the Recipient fails to request a hearing on the subsequent matter within the applicable time period; or

3. a determination is made at the hearing that the Agency action to terminate Benefits was correct.

(7) Special Requests.

(a) Withdrawals. With the approval of the Agency or the Presiding Officer, a Petitioner may withdraw his request for an Adjudicatory Proceeding in a writing signed by the Petitioner or his or her Authorized Representative.

(b) Emergency Scheduling. The Agency or the Presiding Officer, on its own or by request of a Party, may for good cause order an accelerated hearing.

(c) Other Requests. A Party may request rulings or relief in writing at any time or orally during a hearing. After providing notice to the other Parties, the Agency or Presiding Officer shall rule on the request with or without a hearing.

(8) Discovery.

(a) Generally. Parties to an Adjudicatory Proceeding are encouraged to engage in voluntary discovery.

(b) Examination of File. At any time after an Adjudicatory Proceeding has been requested, a Party and its Authorized Representative shall have adequate access to and an opportunity to examine and copy or photocopy the entire content of his case file and all other documents to be used by the Agency, ASAP, or Veterans' Agent at the hearing. The cost of photocopying shall be determined from time to time by the Executive Office for Administration and Finance.

(9) Group Hearings.

(a) Purpose. A group hearing may be held if it appears from the request for a hearing or other written information submitted by the Parties that the matters involve questions of fact which are identical, or the sole issue involves federal or state law or policy, or changes in federal or state law. For these purposes, a change in federal or state law shall mean any change in standards governing eligibility or limitation in the amount of time for which benefits or services are provided, affecting a class of Recipients or Applicants and promulgated by state or federal law or regulation.

(b) Severance of Individual Hearing. If, at any stage of such group hearing, the Presiding Officer finds that any individual appeal involves questions of fact unique to the individual Petitioner, such as the applicability of the law change to such Petitioner, the Presiding Officer shall sever the appeal and hear it individually.

(10) Hearings.

(a) Adjustment of Matters Related to Hearing. A filed request for hearing does not prohibit an adjustment in the matters at issue prior to the hearing. If as a result of an adjustment, the Petitioner is satisfied and wishes to withdraw all or part of his appeal, he or she shall file a signed withdrawal in writing with the Agency or the Presiding Officer in accordance with 801 CMR 1.02(7)(a). A hearing shall not be delayed or canceled because of a proposed adjustment under consideration unless the Petitioner requests a delay or cancellation.

(b) Submission Without a Hearing. The Petitioner may elect to waive a hearing and to submit any

documents without appearing at the time and place designated for the hearing. Submission of a case without a hearing does not relieve the Parties from supplying all documents supporting their allegations or defenses. Affidavits and stipulations may be employed to supplement other documentary evidence in the record.

(c) Notice of Hearing. The notice of the hearing must include the date, time, and place of the hearing, an explanation of the hearing procedure and an explanation of the Party's right to have an Authorized Representative present. Unless already provided in the notice of action under 801 CMR 1.02(6)(a)(1), the notice shall provide sufficient notice of the issues involved so that the Parties may have a reasonable opportunity to prepare and present evidence and argument. If the issues cannot be fully stated in advance of the hearing, they shall be fully stated as soon as practicable. In all cases of delayed statement, or where subsequent amendment of the issues is necessary, sufficient time shall be allowed after full statement or amendment to afford all Parties reasonable opportunity to prepare and present evidence and argument respecting the issues.

✓ Notice of Hearing

(d) Dismissals for Failure to Appear. If the Petitioner fails to appear at the hearing, the Presiding Officer shall notify the Petitioner in writing that a default will be entered against him unless within ten days from the date of said notice he files a motion for a rescheduled hearing, and the motion is granted. In the event a Petitioner fails to appear at the time and place of a granted rescheduled hearing, the appeal shall be dismissed and shall include an explanation of the manner in which dismissals may be vacated. Any motions to vacate a dismissal must be in writing, signed by the Petitioner or his Authorized Representative, and directed to the Presiding Officer. Dismissals shall be vacated only for good cause shown.

(e) Dismissal for Failure to Prosecute. The Agency or the Presiding Officer may order dismissal for failure to prosecute in accordance with the provisions of 801 CMR 1.01(7)(g)2.

(f) Presiding Officer's Duties and Powers at Hearings. The Presiding Officer shall have the duty to conduct a fair hearing to ensure that the rights of all parties are protected; to define issues; to receive and consider all relevant and reliable evidence, including examining witnesses and authorizing the Agency to pay for an independent medical examination; to exclude irrelevant or unduly repetitious evidence; to ensure an orderly presentation of the evidence and issues; to ensure a record is made of the proceedings; to reach a fair, independent and impartial decision based upon the issues and evidence presented at the hearing and in accordance with the law; and to reconvene the hearing with notice to the parties at any time prior to the decision being issued.

Presiding Officer

(g) Rights and Duties of Parties.

1. Each Party may present his or her own case, or may be assisted by an Authorized Representative at his or her expense. The Party, or Authorized Representative, shall have a right to:

- a. present witnesses;
- b. present and establish all relevant facts and circumstances by oral testimony and documentary evidence;
- c. advance any pertinent arguments without undue interference;
- d. question or refute any testimony including an opportunity to cross-examine adverse witnesses; and
- e. examine and introduce evidence from his or her case record, and examine and introduce any other pertinent documents.

2. The Agency, in addition to the rights and duties above, at 801 CMR 1.02 (10)(g)1:

- a. is responsible for submitting at the hearing all documented information on which its action or motions are based;
- b. shall introduce into the hearing only material which pertains to the issues; and
- c. may designate and may send a staff person to the hearing to testify as to its action or inaction. In cases involving the judgment of the Case Manager relative to reduction, suspension, or termination of services, the Case Manager, or a person authorized to represent the Case Manager, shall be present at the hearing.

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30 A/11(2)

(h) Evidence.

1. General. The Agency or Presiding Officer shall admit and consider evidence in accordance with M.G.L. c. 30A, § 11(2).

2. Presented at Hearing. Except as the Agency, its designee, or Presiding Officer may otherwise order, any documentary evidence on which a decision is based must be presented either at the hearing or, in cases submitted without a hearing pursuant to 801 CMR 1.02 (10)(b), before notification that the case is ready for decision. Copies of any evidence shall be provided to all

copies provided

other Parties.

3. Oral Testimony. Oral testimony shall be given under oath or affirmation. Witnesses shall be available for examination and cross-examination.

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4. Stipulations. Stipulations may be used as evidence in accordance with the provisions of 801 CMR 1.01(10)(b).

5. Additional Evidence. The Agency or the Presiding Officer may in any case require any Party or the Agency, with appropriate notice to all other Parties, to submit additional evidence on any relevant matter.

(i) Subpoenas. The Agency or the Presiding Officer may issue, vacate or modify subpoenas in accordance with M.G.L. c. 30A, § 12. Parties may issue subpoenas in accordance with M.G.L. c. 30A, § 12(3). Witnesses may petition the Agency to vacate or modify subpoenas in accordance with M.G.L. c. 30A, § 12(4).

(j) Scheduling. Upon receipt of a request for a hearing, the Agency or Presiding Officer shall within a reasonable time register the appeal, set a date and designate a site for a hearing, and notify all Parties. If the Petitioner has a disability or is otherwise unable to appear at the designated site, the Petitioner may request that the hearing be held at another convenient location. The Agency or Presiding Officer may grant such request.

(k) The Hearing Record.

1. Contents of the Record All documents and other evidence offered or taken shall become part of the record, which shall be the exclusive basis of the decision. The record shall at reasonable business hours be available at the offices of the Agency or other designated location for inspection by the parties.

2. Stenographic or Taped Record. All evidence and testimony at the hearing shall be recorded either stenographically or by Electronic Medium. The Presiding Officer shall arrange for verbatim transcripts of the proceedings to be supplied at cost to any Party upon request, at the Party's own expense. The Agency by rule may elect to supply a copy of the tape, disc or other audio-visual preserving medium employed at the proceeding to record its events in lieu of a verbatim transcript at the Party's own expense. The Agency or the Presiding Officer may permit any Party to maintain his or her own stenographic or electronic record.

(l) Continuances. The Agency or the Presiding Officer may continue a hearing by notifying all parties and authorized representatives of the date, time and place of the continued hearing.

(11) Decisions. Upon completion of the hearing, the Agency or Presiding Officer shall render a written decision as promptly as administratively feasible, in accordance with M.G.L. c. 30A, § 11(8).

*Decision
30A/11(8)*

(12) Appeals.

(a) General. Within the time prescribed by law or regulation, or within ten days where no other time limit is prescribed, any Party entitled to further administrative review of the decision at an Agency which has a review process, may file a request for review with the appropriate reviewing Agency. Upon receipt of motion for administrative review, the reviewing Agency shall notify all other parties of any hearing scheduled.

(b) DALA Appeals. For any decision adverse to a Petitioner, DALA shall send the Petitioner a copy of the decision with a notice informing the Petitioner of his or her right to appeal. The notice should specify:

1. that the Petitioner must make a written request for appeal within 15 days of the date DALA mailed the notice;
2. that the Petitioner must send the written request for hearing to DALA;
3. that the Petitioner must ask for a new hearing in order to have a new hearing; and
4. that unless the Petitioner requests a new hearing, the appeal shall be limited to a review of the record to determine if the decision was supported by substantial evidence.

REGULATORY AUTHORITY

801 CMR 1.00: M.G.L. c. 30A, §§ 9 and 10.

**TOWN OF MIDDLEBOROUGH RULES AND REGULATIONS FOR MOBILE HOME
PARK
ACCOMMODATIONS, RENTS, AND EVICTIONS**

In accordance with Chapter 703 of the Acts of 1985, after hearing in accordance with Mass. Gen. Laws, Chapter 30A, Sec. 2, the Rent Board hereby adopts the following rules and regulations for the purpose of regulating rents, minimum standards for the use or occupancy of mobile home park accommodations, and evictions with respect to mobile home park accommodations in mobile home parks within the Town of Middleborough.

Section 1 – Definitions:

- A. Board:** The Rent Board is the Town of Middleborough Board of Selectmen established by a vote under Article 5 of the warrant for the Middleborough Town Meeting of March 10, 1986.
- B. Capital Improvements:** Any substantial rehabilitation, addition or improvements which appreciably add to the value of the property or prolongs its life or both, but not including ordinary repairs and maintenance, provided such rehabilitation, addition or improvements shall cost at least \$5,000 and have a useful life of at least five (5) years.
- C. Mobile Home:** A structure, built in conformance to the National Manufactured Home Construction and Safety Standards which is transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home is also known as a “manufactured home” as defined in General Laws Chapter 140, Section 32Q.
- D. Mobile Home Park:** A lot or tract of land used for the site of three or more mobile homes occupied for dwelling purpose and licensed pursuant to General Laws Chapter 140, Section 32B. A mobile home park is also known as a manufactured housing community as defined in General Laws Chapter 140, Section 32F.
- E. Mobile Home Park Accommodations:**
1. The lot or space in a Mobile Home Park upon which is located a Mobile Home not owned by the holder of the license of said park and used and occupied as a one family dwelling unit or available for such use and occupancy.

2. A Mobile Home in a Mobile Home Park owned by the licensee of a mobile home park and used and occupied by a Tenant as a one family dwelling unit or available for such use and occupancy.
- F. Housing Services:** Services or facilities provided by an Owner or required by law or by the terms of a rental housing agreement to be provided by an Owner to a Tenant in connection with the use and occupancy of any mobile home park accommodation, which may include without limitation: Services, furniture, furnishings and equipment, repairs, decorating and maintenance, provisions of light, heat, hot water, cold water, telephone, kitchen, bath and laundry facilities and privileges, use of yard and other common areas, janitor service, refuse removal, parking facilities, lawn water sprinkler services, vehicle or equipment storage, and any other benefit, privileges or facility connected with the use or occupancy of any mobile home park accommodations.
- G. Owner:** The individual who holds a license granted pursuant to Mass. Gen. Laws, Chapter 140, Section 32B, to conduct, control, manage or operate directly or indirectly a mobile home park in any manner including, but not limited to, a partnership, corporation or trust.
- H. Operating and maintenance expenses:** The reasonable expenses of operating and maintaining a mobile home park including, but not limited to, maintenance, repair, management fee, real estate broker's commission to someone other than the Owner, insurance, utilities not included within the rent, but not including mortgage interest and amortization or an allowance for obsolescence or depreciation.
- I. Rent:** The consideration, including any bonus, benefit, gratuity or charge contingent or otherwise, demanded or received for or in connection with the use or occupancy of a mobile home park accommodation or for housing services or for the transfer of a lease of a mobile home park accommodation, exclusive of the license fee collected by the Owner and paid to the Town under General Laws Chapter 140, Section 32G; excluding therefrom, however, the consideration paid by a shareholder of a Cooperative Housing Corporation organized pursuant to General Laws Chapter 157B for a share of said corporation, a propriety lease, and any maintenance fees associated therewith. Rent shall include fees and charges for services assessed by the owner to a Tenant by an Owner, but not fees charged for discretionary or optional activities and/or services which may be offered for recreational activities, conveniences, etc.
- J. Rental Housing Agreement:** An agreement between an Owner and a Tenant for use and occupancy of a mobile home park accommodation and/or housing services, specifically excluding, however, any agreement for occupancy of a mobile home park accommodation between a Cooperative Housing Corporation as a defined in Massachusetts General Laws Chapter 157B and a shareholder of said corporation.
- K. Tenant:** A tenant, lessee, or other person entitled under the terms of a rental housing agreement with the Owner for the use and occupancy of any mobile home park

accommodation; excepting for this definition, however, any person who occupies a mobile home park accommodation pursuant to a proprietary lease as defined in General Laws Chapter 157B at Section 4, as a shareholder of a Chapter 157B Cooperative Housing Corporation.

L. Fair Market Value: Fair Market Value of property shall mean the current assessed valuation of the property or other valuation that the Board on basis of evidence presented before it considers more appropriate to the circumstances of the case before it. The Board shall evaluate all evidence presented by any party regarding the fair market value.

M. Fair Net Operating Income: Fair net operating income shall be that income which will yield a return to the Owner of a Mobile Home Park, after all reasonable operating expenses, on the fair market value of the Mobile Home Park, equal to the debt service rate for similar-type property generally available from institutional first mortgage lenders, a reasonable fair-market yield spread over the debt service rate or other rates of return that the Board on the basis of evidence presented before it considers more appropriate to the circumstances of the case. The Board shall evaluate all evidence presented by any party regarding the fair net operating income.

Section 2 – Maximum Rent:

- A.** The maximum rent for mobile home park accommodations which a park owner may charge a tenant shall be as follows:
1. For mobile homes which are in existence, occupied by a tenant or occupant and subject to a rental housing agreement on the date these Rules and Regulations are adopted, the maximum rent shall be the rent set forth in Addendum A.
 2. For new mobile homes which have not been previously sold by the park owner and are not occupied by a tenant or occupant under a rental housing agreement on the dates these Rules and Regulations are adopted, the maximum rent shall be the rent set by a rental housing agreement between the park owner and the tenant or occupant of the home. The maximum rent may be higher or lower than the maximum rent for other mobile homes in the park when the rental housing agreement is made.
 3. For mobile homes which were previously sold by the park owner and/or occupied by a tenant or occupant under a rental housing agreement which is no longer in effect, the maximum rent shall be the rent set by a new rental housing agreement between the park owner and the new tenant or occupant of the home. The maximum rent shall not exceed the following:
 - a) If the park owner is offering new mobile homes for sale at the time the new rental housing agreement is made, the maximum rent shall

not exceed the rent then being offered to purchasers of new mobile homes.

b) If the park owner is not offering new mobile homes for sale at the time the new rental housing agreement is made, the rent shall not exceed the highest rent then being paid by other tenants/occupants in the park.

4. Maximum rent for mobile home park accommodations may be adjusted from time to time by the Board pursuant to Section 4 and Section 5 of these Rules and Regulations. Maximum rent for mobile home park accommodations may also be adjusted under a rental housing agreement which provides for a rent adjustment based on application of a yearly consumer price index factor as described in Section 4-D.

B. No increase in maximum rent for a mobile home accommodation shall be effective unless:

1. The increase is approved by the Board pursuant to Section 4 and Section 5.
2. The increase is based on a yearly consumer price index factor approved by the Board; or
3. The increase is provided for by a yearly consumer price index factor under a rental housing agreement.

Section 3 – Registration:

The Board shall require registration of all mobile home park accommodations on forms approved by it within ninety (90) days of the approval of these regulations and annually on June 30th. A copy of registration shall be provided to tenants of the mobile home park upon their written request. Any new or additional accommodation must be registered prior to occupancy thereof. No petition for an upward adjustment of maximum rent shall be accepted by the Board until all statements and information required to be filed under this Section 3 have been filed and any such petition prior to such filing shall not be entertained by the Board. The Board shall require the following:

1. The legal name, address and business telephone of the owner;
2. The identification of each unit of mobile home park accommodations;
3. The legal name, address and business telephone of the manager;
4. The identification of each Tenant in the mobile home park, including the date the Rental Housing Agreement began, the date on which it terminates, or whether it is a tenancy at will, and the amount of rent due each month;

5. The lot type, if necessary, to distinguish different types of lots for which the owner charges different rents, including the description of the basis(es) for charging the rent differential;
6. A copy of all Rental Housing Agreements (or a copy of a representative Rental Housing Agreement which is substantially the same for all mobile home park accommodations involved in the registration) and any rules and regulations applicable to each Rental Housing Agreement. The owner shall update the registration annually by June 30th of each year.

The registration forms shall be signed by the Owner under the penalties of perjury.

Section 4 – Adjustment of maximum rent:

- A. The Board shall, by order or regulation as provided in Section 5, make such individual or general adjustments, either upward or downward, of the maximum rent established by Section 2 for any mobile home park accommodations as may be necessary to remove hardships or correct inequities for both Owner and Tenant, and make adjustments for capital improvements / equipment and in so doing shall observe the principle of maintaining rents at levels which will yield to Owners a fair net operating income for such mobile home park accommodations.
- B. The Board by regulation may establish further standards and rules consistent with the foregoing. The Board may promulgate a schedule of standard rental increases or decreases for improvement or deterioration in specific services and facilities.
- C. Notwithstanding any other provision of this section, the Board may refuse to grant an upward adjustment of maximum rent if it determines that the affected mobile home park accommodation does not comply with the State Sanitary Code or the Town of Middleborough codes or by-laws or any other applicable code, ordinance or state law regulating the conditions of housing accommodations, and if it determines that such lack of compliance is due to the failure of the Owner to provide normal and adequate repairs and maintenance. The Board may refuse to make a downward adjustment of maximum rent if it determines that the Tenant is more than thirty (30) days in arrears in payment of rent unless such arrearage is due to a withholding of rent under the provisions of Section 8A of Chapter 239 of the General Laws or if the Tenant is in substantial violation of any enforceable rule of the mobile home park or if the Tenant is in violation of any laws or ordinances which protect the health and safety of other mobile home park residents.
- D. In setting or adjusting rent for mobile home park accommodations under Section 4 and Section 5, the Board may approve yearly adjustments of the rent based on application of a consumer price index factor as described in this subsection. A rental housing agreement may provide for yearly adjustments of the rent based on application of a consumer price index factor as described in this subsection. The yearly consumer price index factor authorized by these Rules and Regulations shall be based on the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City

Average, All Items (unadjusted) (1982-84=100) published by the Bureau of Labor Statistics, U.S. Department of Labor, or if such index is no longer published, such other or successor index which is approved by the Board. Yearly adjustments in rent based on a consumer price index factor shall be calculated by determining the increase or decrease in the index by comparing the current monthly index ("current CPI") to the monthly index for the same month one (1) year prior to the month when the yearly adjustment is being determined ("prior CPI"). The difference between the current CPI and the prior CPI shall be divided by the prior CPI to derive a percentage increase or decrease. The percentage increase or decrease shall then be multiplied by the existing rent to determine the amount of the rent increase or decrease. For example, if the current CPI is 3% more than the prior CPI, the existing rent will increase by 3%.

- E. The Board in adjusting maximum rent for a mobile home park may equalize rent for all substantially similar or comparable mobile home park accommodations in those cases where the maximum rent which is to be adjusted is not equalized before adjustment.

Section 5 – Rent Adjustment Proceedings:

- A. **Individual Adjustment of Maximum Rent.** The Board shall consider an adjustment of rent for an individual mobile home park accommodation upon receipt of a petition for adjustment filed by the Owner or Tenant of such mobile home park accommodation or upon its own initiative. Such petition shall be made on a form approved by the Board. The Board shall notify the Owner, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Owner, of the receipt of such petition and of the right of either party to request a hearing in writing within thirty (30) calendar days of receipt of such notice or the Board may schedule a hearing on its own initiative. If a hearing is timely requested by either party or if the action is undertaken on the initiative of the Board, notice of the time and place of the hearing shall be furnished to the Owner and Tenant and the hearing shall be conducted before the Board. The Board may consolidate petitions and actions relating to mobile home park accommodations in the same mobile home park, and all such petitions and actions may be considered in a single hearing.
- B. **General Adjustment of Maximum Rent by Regulation.** Upon application or petition by an Owner or Tenant, the Board may make a general adjustment by percentage or otherwise of the rental levels for mobile home park accommodations subject to such conditions, if any, as the Board shall determine. Prior to making such adjustment, a public hearing shall be held before the Board. Notice of the time, place, and purpose of such hearings shall be published at least once in a newspaper having a general circulation in the Town, and posted in the Town Hall, both not less than seven (7) days prior to such hearings.

- C. Limitation of Petition for Individual Adjustment.** Notwithstanding any other provision of this section, the Board may, without holding a hearing, refuse to adjust the maximum rent for an individual mobile home park accommodation and may dismiss any petition for adjustment if a decision has been made with regard to the maximum rent for such mobile home park accommodation within twelve (12) months or if the Board finds that the petition for adjustment is filed for purposes of harassment or for other purpose not intended herein.
- D.** Hearing, conducted pursuant to Section 5 above shall be conducted as adjudicatory hearings in accordance with the provision of Massachusetts General Laws Chapter 30A, Sections 10, 11 and 12. Rules and procedures for the conduct of said hearings shall be those rules and regulations outlined in 801 CMR 1.00 et seq. for the conduct of adjudicatory hearings before State administrative agencies, which the Board hereby adopts and shall implement as its own rules and regulations for the conduct of adjudicatory proceedings. Within thirty (30) days of the filing of a petition, the Board shall meet and determine whether to proceed on such petition pursuant to the formal or informal rules as outlined in 801 CMR 1.00 et seq. or under other procedures and shall indicate its determination as to which rules and procedures shall be followed in its notice of agency action to affected parties, and in the public notice of said hearing.
- E.** All decisions made by the Board under this Section shall be rendered in writing within 30 (thirty) days from the date the Board closes the public hearing on the petition.
- F.** The Board shall levy a filing fee upon any and all parties that make application to request a rent adjustment for a mobile home accommodation. The filing fee for any individual rent adjustment requested pursuant to Section 5 of these rules and regulations shall be \$50.00. The filing fee for a general rent adjustment pursuant to Section 5B of these regulations shall be \$300.00 for which a general adjustment is requested. The applicant for a general rent adjustment shall also pay the sum of \$100.00 to cover advertising costs. Filing fees and advertising costs shall be paid by check payable to the Town of Middleborough at the time of the filing of a petition.

Section 6 – Incorporation of Administrative Procedure Act and 801 CMR 1.00

The provisions of Massachusetts General Law Chapter 30A including those provisions giving agencies the power to issue, vacate, modify, and enforce subpoenas shall be applicable to the Board as if said Board were an agency of the Commonwealth, as well as, those provisions relating to judicial review of an agency order. The rules and regulations at 801 CMR 1.00 et seq. as adopted by the Secretary of Administration for Massachusetts for application and use by state agencies for the conduct of both formal and informal adjudicator hearings shall be the rules and regulations and procedures adopted for use before The Board for the hearing of all petitions for rent adjustment, and for eviction, unless at the time of the filing of the petitions and before the notice of agency action shall be published, the Board shall by vote determine to use an alternative procedure which nonetheless shall be consistent with the provisions of Massachusetts General Laws Chapter 30A, Section 10, 11, and 12.

Section 7 – Capital Improvements and Capital Equipment Rent Adjustment

A. Pre-Approval

A park owner or management may file a petition for the purpose of obtaining pre-approval from the Board for an increase in maximum rent to offset the cost of a substantial and necessary capital improvement or purchase of capital equipment. The procedures set forth in Section 5 above for rent adjustment petitions shall be used for capital improvement or capital equipment petitions. The park Owner or Management shall file with the petition for pre-approval any and all information relating to the cost of and need for financing the capital improvement or capital equipment purchase. Any pre-approval given by the Board shall also be deemed an approval of such financing. The Board shall consider whether the improvement is necessary and the reasonableness of the cost of the improvement in considering a rent increase to support the cost of the improvement. The rent increase shall be conditioned upon satisfactory and final approval of the improvement.

B. Final – Approval

Upon completion of capital improvement or purchase of capital equipment for which a park owner or management has received pre-approval, the Board may give final approval of the increase in maximum rent(s). Final approval shall only be given by the Board upon submission of satisfactory evidence by the park owner or management that the capital improvement has been satisfactorily completed or the capital equipment has been purchased and that the costs incurred for such improvement are equal to or exceed the cost upon which pre-approval was given. In the event that such costs are less than the original estimated costs, the maximum rent shall be increased only to the extent that it reflects such costs. The Board shall hold a public hearing upon submission by the park owner or management of evidence of completion of the capital improvement or purchase of equipment. A capital improvement/capital equipment rent increase approved by the Board shall be identified and separated from the remainder of the rent charge and eliminated from the rent charge when the approved rent increase has produced income equal to the cost of the improvement or equipment including the cost of debt service incurred in connection with such improvement or equipment.

Section 8 – Conference of Jurisdiction

The Wareham Division of the District Court Department shall have original jurisdiction concurrently with the Superior Court, of all petitions for review brought pursuant to Section 14 of Chapter 30A of the General Laws. The Superior Court shall have jurisdiction to enforce Chapter 703 of the Acts of 1985 and may restrain violations thereof.

Section 9 – Information to be supplied in Connection with Petitions for Adjustment:

Upon receipt by the Board of a petition for adjustment of maximum rent by an Owner, the Board may request documents, which information may include but not be limited to:

- A. Reviewed Financial statements certified by a CPA for the three (3) years preceding the year of the filing of the petition; such statements should clearly set forth income, sources of income, and a detailed breakdown of operating expenses.
- B. An interim updated financial statement showing income and operating expenses for the current year.
- C. A complete and current balance sheet.
- D. A statement of the number of employees, job titles and job descriptions of any employee whose employment relates to the affected mobile home park.
- E. Current capital improvements and dates of completion.
- F. Proposed capital improvements and proposed dates of completion.
- G. Proposed budget for the year in which the increase is to be effective.
- H. A statement of the rate of return sought and the assessed valuation of the property.

In any case where the Owner seeking an upward adjustment in rent owns and operates more than one mobile home park, all financial documentation submitted shall pertain solely to the operation of the mobile home park for which the upward adjustment is sought.

Upon receipt by the Board of a petition for a downward adjustment of maximum rent, the Board may request documents which information may include but not be limited to:

- A. Written reason for such downward adjustment; and
- B. Any evidence financial or otherwise, supporting such downward adjustment.

Section 10 – Evictions:

- A. Pursuant to the provisions of General Laws, Chapter 140, Section 32J, as amended, no Owner shall terminate any lease or tenancy and/or bring an action to recover possession of a mobile home park accommodation unless;
 1. the Tenant has failed to pay the rent to which the Owner is entitled; or
 2. the Tenant is in substantial violation of an enforceable rule of the mobile home park; or
 3. the Tenant is in violation of a law or ordinance which protects the health or safety of other mobile home park residents; or
 4. there is a discontinuance in good faith by the Owner of the use of part or all of the land owned and licensed as a mobile home park subject to any existing contractual right between the Owner and the Tenant located in the mobile home park. No such discontinuance shall be valid for any mobile home sold by the licensee and for which a mobile home site was made available at the time of the said sale by the licensee for a period of five (5) years from the date of said sale.

- B. The Owner must provide the Board with satisfactory evidence that all notice requirements as to any alleged violation have been provided to the Tenant in a timely manner and the Tenant has failed to cure the alleged violation in a timely manner, all as set forth in General Laws, Chapter 140, Section 32J as amended.
- C. 1. An Owner shall file an application in duplicate for obtaining a certificate of eviction with a filing fee of \$50.00 for each unit for which eviction is sought. The fee shall be paid by check or money order made payable to the Town of Middleborough and presented at the time of filing the application for a certificate of eviction.
2. An application for certificate of eviction shall be signed by the Owner under the pains and penalties of perjury and shall describe in complete detail the proposed basis (or bases) for eviction and the facts in support of such basis (or bases). A copy of the lease and the rules and regulations of the mobile home park Owner shall be submitted with the application where the Tenant is claimed to have violated either the lease or the park regulations.
3. An application for certificate of eviction which fails to comply with the foregoing provisions of this paragraph "C" shall not be processed until such defects have been corrected or removed.
4. The Board shall, by certified mail, return receipted requested and by first class U.S. Mail, forward to the Tenant or Tenants listed on the application for a certificate of eviction and to the park Owner a copy of the application for a certification of eviction as received, together with a notice of the date, time and place of the hearing.
5. The Board shall send a notice of hearing by mail with respect to an application for a Certificate of Eviction within twenty-one (21) days of receipt of an application. An application or an amended application for eviction shall be scheduled for a hearing not less than ten (10) days or more than twenty-one (21) days from the date on which the notice of hearing is mailed as aforesaid by the Board to the parties. Hearings shall be conducted by the Board and shall be adjudicatory hearings following the procedures set forth in Massachusetts General Laws, Chapter 30A.
6. A request for postponement of the hearing will be granted for good cause shown.
7. At the hearing the Owner shall have the burden of establishing the facts and basis for the eviction. Testimony shall be taken under oath and any party shall have the right to cross-examine witnesses of the other party and to introduce evidence in support of its position.
8. A written order granting or denying a certificate of eviction shall be issued by the Board within thirty (30) days of the date of the final hearing and its order denying a certificate of eviction shall be a defense in any summary process action commenced by the Owner against the Tenant or Tenants named on the application for a certificate of eviction.

- D. No Owner shall seek recovery of possession of a mobile home park accommodation in a summary process-eviction case unless the Board issues a certificate of eviction therefor.
- E. The provisions of this section shall be construed as additional restrictions on the right to recover possession of a mobile home park accommodation. No provision of this section shall entitle any person to recover possession of such a mobile home park accommodation. Upon a decision of said Board concerning the granting or withholding of a certificate of eviction, either party concerned may appeal to the Wareham Division of the District Court Department or the Plymouth Division of the Superior Court Department.

Section 11 – Severability:

If any provision of these rules and regulation or the application of such provision to any person or circumstance shall be held invalid by a final judgment of a court of competent jurisdiction, the validity of other provisions or the application of such provision to other persons or circumstances shall not be thereby affected.

Section 12 – Forms

Any forms adopted pursuant to the provisions of these rules and regulations shall be submitted to the Board under the pains and penalties of perjury.

RENT CONTROL HEARING - EDGEWAY MOBILE HOME PARK

1/24/11

FILED APPEARANCES

Law Office of David W. Eldredge
11 North Main Street
Middleborough, Massachusetts 02346
Phone: 508-930-7994 Fax: 508-946-1057

January 24, 2011

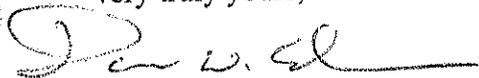
Middleborough Rent Control Board
10 Nickerson Ave.
Middleborough, Massachusetts 02346

RE: Town of Middleborough Rent Board Case No. 2010-001

Dear Rent Control Board :

Please enter my appearance for the Edgeway Park Homeowners Association, Inc., 17 Lynn Lane, Middleborough, Massachusetts 02346 in regards to the above mentioned case. I have attached a list of current members.

Very truly yours,



David W. Eldredge

Middleborough Rent Control Board
10 Nickerson Ave.
Middleborough, Massachusetts 02346

Very truly yours,

David W. Eldredge

Dear Rent Control Board :

Please enter my appearance for the Edgeway Park Homeowners Association, Inc., 17 Lynn Lane, Middleborough, Massachusetts 02346 in regards to the above mentioned case. I have attached a list of current members.

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David W. Eldredge

Middleborough Rent Control Board
10 Nickerson Ave.
Middleborough, Massachusetts 02346

	5/16/2010			PHONE	PAID
	FIRST NAMES	LAST NAMES	ADDRESS	NUMBER	DUES
1	Roland	Brouget	75 Lyn Lane	947-3316	
2	Louisa & Glenn	Brown/Griffith	162 Wesley Circle	947-4786	X
3	Dorothy	Casay	135 Wesley Circle	923-1019	
4	Peter & Eileen	Ciacho	58 Lyn Lane	923-9322	X
5	Victor & Betty	Clarke	24 Wesley Circle	947-7299	X
6	Mario & Janice	Cogliano	57 Lyn Lane	947-6754	X
7	Mary	Coughlin	96 Wesley Circle	947-6743	X
8	Jack & Ettinger	Croce	126 Wesley Circle	945-1998	X
9	Martha	Crosby	143 Wesley Circle	945-9388	X
10	Gerry & Natalie	Doyle	80 Wesley Circle		
11	John & Lynne	Dwyer	72 Wesley Circle	945-8514	X
12	Hugh & Anne	Dyer	47 Lyn Lane	947-8357	X
13	Jeannette	Eubank	18 Lyn Lane	947-4494	X
14	Dick & Marilyn	Fickert	108 Wesley Circle	947-0274	
15	Paula	Fillion	88 Wesley Circle	947-3384	X
16	John & Yolanda	Frucci/Johnson	87 Wesley Circle		
17	Art & Betty	Glaru	123 Wesley Circle	923-6296	X
18	John & Jude	Gorsalves	92 Wesley Circle	947-1879	
19	Tucker & Kiki	Gorman	100 Wesley Circle	947-3322	X
20	Ellen	Grant	118 Wesley Circle	947-0396	X
21	Harriet	Grant	132 Wesley Circle	947-4730	X
22	Ben & Crista	Husted	24 Lyn Lane	945-4920	X
23	Louis & Gerry	Jackson	151 Wesley Circle	945-2095	X
24	Charles & Mary	Jeans	46 Lyn Lane	774-213-5238	X
25	John & Margo	King	64 Lyn Lane	923-0116	X
26	Jeanette	Landry	36 Wesley Circle	945-3932	X
27	Barbara	Lee	127 Wesley Circle	945-6995	X
28	Donald & Helen	Lizotte	133 Wesley Circle	947-6511	
29	Dian	Lynch	29 Lyn Lane	945-5676	X
30	Robert & Grace	MacDonald	145 Wesley Circle	947-0815	X
31	Dottie	Mahanor	69 Lyn Lane	947-8403	X
32	Robert	Malcom	52 Lyn Lane	923-9941	
33	Paul	Martin	174 Wesley Circle	923-1959	X
34	Anne	McGann	17 Lyn Lane	947-4980	X
35	Al & Margaret	Nardone	35 Lyn Lane	945-5101	
36	John & Louise	Norton	60 Wesley Circle	945-1379	X
37	Anna	Nourse	11 Lyn Lane	947-3762	X
38	Louis & Jean	Oliviera	12 Lyn Lane	947-0736	X
39	Rick & Linda	Parkinson	147 Wesley Circle	923-1040	X
40	Joe & Roberta	Perrotta	112 Wesley Circle	947-5931	X
41	Tony & Grace	Perry	40 Lyn Lane	774-213-9601	X
42	Donald & Norma	Quagan	10 Wesley Circle	944-6779	X
43	Paul & Carol	Robertson	23 Lyn Lane	945-3383	X
44	Jerry & Beverly	Rossi	41 Lyn Lane	923-1132	X
45	Barbara & John	Saunders	74 Lyn Lane	945-0436	X
46	Henry & Barbara	Short	51 Lyn Lane	947-1800	
47	John & Carolyn	Tramontana	68 Lyn Lane	947-4809	X
48	Ralph & Phyllis	Webber	30 Lyn Lane	923-0993	X
49	VACANT		139 Wesley Circle		
50	Rented		63 Lyn Lane		
51			38 Lyn Lane		
52	VACANT		68 Wesley Circle		

Chris & Sarah Worden 508-345-7643 X
 75 Lyn Lane
 or
 7644

MARSAN & MARSAN
ATTORNEY AT LAW
45 BRISTOL DRIVE
EASTON, MASSACHUSETTS 02375

Area Code 508
238-0176
238-0230 (FAX)

gerard.marsan@comcast.net
david.marsan@comcast.net

David E. Marsan
Gerard S. Marsan

January 21, 2011

Via Fax (508) 947-7147 and E-Mail

Daniel F. Murray, Esquire
Decas, Murray & Decas
132 North Main Street
Middleborough, MA 02346

RE: Rent Board and Edgeway

Dear Attorney Murray:

Enclosed please find your executed Appearance List noting my representation on behalf of Edgeway.

Very truly yours,
MARSAN & MARSAN



Gerard S. Marsan

Enc.
c. Corey W. Farcas. Trustee

W/GSM/FARCAS/10166/MURRAY

PARTY APPEARANCE SHEET

TOWN OF MIDDLEBOROUGH RENT BOARD CASE No. 2010-001

Name of Party/Parties

Represented By

Mailing address & telephone # of Party
(or representative if party is represented)

1.	Edgeway Realty Trust	GERARD S. Marsan	45 Bristol Dr S. Easton, MA 02375 (508) 238 0176
2.			
3.			
4.			
5.	COREY FARCAS, Trustee		
6.			
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RENT CONTROL HEARING - EDGEWAY MOBILE HOME PARK

1/24/11

RENT "BOARD" EXHIBITS

EXHIBITS LIST

(for Rent Board hearing)

1. 01/12/06 letter from Board of Selectmen
2. 01/24/06 letter from Board of Selectmen
3. 07/10/06 letter from Daniel F. Murray, Town Counsel
4. 10/12/10 letter from Adam M. Bond
5. Edgeway Park – Promotional Advertisement
6. Edgeway Park – Tenant Registration Statement (most recent on file)

B ①

January 12, 2006

COPY

Wayne Williams
Edgeway Park Realty Trust
228 Wareham Street
Middleboro, MA 02346

Sent Certified Mail - 7003 3110 0001 4367 3102

Dear Mr. Williams,

The Board of Selectmen has learned that you plan a rent increase on the units at Edgeway Mobile Home Park in Middleborough.

As you know, and as you have acknowledged in your rental agreements and literature, no rent increase can be implemented without the approval of the Selectmen sitting as the Rent Control Board.

In order to expedite a review of your planned increase, the Board Chairman has set an initial Hearing date of January 23, 2006 at 8:15 PM in the Selectmen's Meeting Room in the Town Hall, 10 Nickerson Avenue. The Selectmen will be looking for financial information on the revenue and expenditures related to the Park, any capital projects you have done in the past year or planned improvements you plan to do in the future to respond to any problems that tenants have brought to your attention.

You may not impose a change in your rent structure until the Selectmen approve an increase.

We hope you will take the opportunity to present the Board with all the information you have to support the requested rent increase by the Thursday before the meeting (January 19th). This will help the Board to expedite the discussion on the 23rd.

Sincerely,

Diane Henault, Secretary
For the BOARD OF SELECTMEN

cc: John Dwyer, President
Tenants Association

Served In-Hand

Date

January 24, 2006

3 (2)
COPY

Wayne Williams
Edgeway Park Realty Trust
228 Wareham Street
Middleboro, MA 02346

Sent Certified Mail - 7003 3110 0001 4367 3546

RE: Proposed Rent Increase

Dear Mr. Williams,

On Monday, January 23, 2006 the Middleborough Board of Selectmen held a meeting to discuss your proposed rent increase at Edgeway Mobile Home Park.

At that meeting, you agreed and acknowledged that Edgeway Park is under Rent Control, and therefore you must make application to the Board of Selectmen for any proposed rent increases. You further agreed and acknowledged that, until the Board of Selectmen has given approval, there can be no rent increase.

Please contact this office if you need any further information.

Sincerely,

Wayne C. Perkins, Chairman
BOARD OF SELECTMEN

cc: Board of Selectmen
John Dwyer, President
Tenants Association

B (3)

DECAS, MURRAY & DECAS ATTORNEYS AT LAW
132 NORTH MAIN STREET - MIDDLEBORO - MASSACHUSETTS 02346 - (508) 947-4433

GEORGE C. DECAS
DANIEL F. MURRAY
WILLIAM C. DECAS

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
FAX (508) 947-4433

ALBANY OFFICE
100 MAIN STREET
02224-1110

SENT VIA FAX #: 508-946-0058

July 10, 2006

Diane Henault, Secretary to
Board of Selectmen

RE: Edgeway Mobile Home Park - rent

Dear Diane:

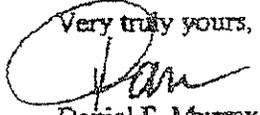
You advised that the owner of the referenced park reused a rent check from the purchasers of a unit in the park. The purchasers bought the unit from a person who lived in the unit and was a tenant in the park at a specific rent. The park owner told the purchasers that the rent which they must pay is a higher amount than the specific rent paid by the person who sold the unit.

The rent levels at Edgeway have never been approved by the Board of Selectmen, the Rent Board under Middleborough's rent control statute.

It appears that earlier this year the park owner requested the Rent Board to approve an increase in the rent in the park. The Board of Selectmen advised the park owner in writing that he was not to increase rents in the park until the Rent Board considered and approved the rent amount pursuant to the owner's request.

I view the Board of Selectmen's instruction to the park owner not to increase rent in the park as an order which is binding on the park owner. In my opinion the park owner's unilateral decision to raise the rent for an existing unit violates the order.

It seems to me that the rent for the unit which was recently sold should be the same as the rent paid by the seller of the unit before the sale until a new rent is approved by the Board of Selectmen. This approach would be consistent with the order of the Board of Selectmen.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM:f
92-237

Town Rent Control Board

LAW OFFICE OF ADAM M. BOND

11 NORTH MAIN C
MIDDLEBOROUGH MA 02346
PHONE: 508-946-1165
FACSIMILE: 508-946-1057

October 12, 2010

RECEIVED

OCT 18 2010

BOARD OF SELECTMEN
MIDDLEBOROUGH, MA

VIA REGULAR MAIL

Middleborough Board of Selectmen
10 Nickerson Ave.
Middleborough, MA 02346

Dear Board of Selectmen:

I represent the Edgeway Park Homeowners' Association, and am writing to request that this Honorable Board, on its own initiative, revisit and finally resolve the various rent control issues that continue to persist in the park.

As you are aware, my clients are homeowners domiciled in Edgeway Park, who are currently being overcharged for their rent. The original baseline rents were set at \$280.00 per month in 1999.

Commencing in 2001, the then current operator of the park unilaterally, and without the consent of the Middleborough Rent Control Board, raised the rent of the homeowners. Such rental increase was illegal, and in violation of the rules promulgated by the Massachusetts Attorney General. (See C.M.R. 10.02(7)).

Such rental increase constitutes a fraud on the part of the operator, inasmuch as he advertised that the "Park Fee" was "\$280.00/month" and "under rent control by the Town of Middleboro." (See attached flyer produced and distributed by the Park Operator to prospective purchasers/renters). The advertisement further admitted and represented to the homeowners and prospective homeowners that "Any increases need to be approved by the Middleboro Board of Selectmen."

The homeowners of Edgeway Park have long insisted that the rents being charged at the park are not only in violation of law, but also in violation of the agreement made by the operators of the Park. Middleborough Town Counsel opined, on July 10, 2006, that "the rent for the unit which was recently sold should have been the same as the rent paid by the seller of the unit before the sale until a new rent is approved by the Board of Selectmen."

Reading the applicable law, considering the representations made by the Park Operators to induce the purchase of units in the Park, and considering the opinion of the

Town Counsel, we submit that any rents being charged that exceed the \$280.00 per month are illegal and must be rolled back to that rate.

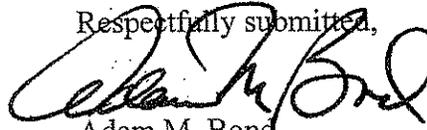
Currently, there are 37 homeowners being charged more than the \$280.00 rent that was the fixed amount as represented by the operators. In 2006, was the only time when the operators ever sought a rent increase, which was denied as a result of the refusal of the operators to disclose their financials to the Board of Selectmen. In total, the operators have overcharged the homeowners close to \$50,000 since 1999.

Pursuant to the Board's Rent Control Regulations, the Petitioners respectfully request that, on its own initiative, the Board schedule a hearing to finally resolve this matter that has been pending since 2006, and has not yet been resolved. If the Board would prefer that 37 separate petitions be made and heard pursuant to the regulations, rather than the Board proceeding on its own initiative to resolve this issue, Petitioners would comply. However, in an attempt to streamline these matters, Petitioners would request that the Board act on its own initiative pursuant to the Rent Control Regulations.

CONCLUSION

ACCORDINGLY, we respectfully request that the Board of Selectmen, acting as the Middleborough Rent Control Board, resolve to act on its own initiative to determine if a downward adjustment of rent is appropriate in the circumstances, and whether the homeowners have been overcharged as a result of the conduct of the operator.

Respectfully submitted,



Adam M. Bond

EDGEWAY PARK

➔ PARK FEE \$280.00/month

- UNDER RENT CONTROL BY THE TOWN OF MIDDLEBORO
- FIXED FOR THE 1ST FIVE YEARS - APPROX 4+ yrs left
- ANY INCREASES NEED TO BE APPROVED BY MIDDLEBORO BOARD OF SELECTMEN
- FEE INCLUDES
 - HOUSEHOLD WATER
 - TRASH PICKUP
 - ROAD AND PARK MAINTENANCE
 - SEPTIC PUMPING AND MAINTENANCE

Homes to be equipped underground sprinkler systems and sod lawns. There will be a \$60.00/yr water assessment to cover sprinklers. (Cheap insurance to keep park green and lush) Sprinklers are controlled by the park.

- To order a unit requires a 5% deposit and takes approx 6-8 wks. To have custom built in Pennsylvania add another 6-8 weeks for us to set up (12-16 wks)

- OPT. □ All decks will be off the back of the units. No decks on sides.
- Homes include central air
- Appliances include
 - Refrigerator
 - Stove
 - Dishwasher
 - Trash Compactor

Edgeway Realty Trust
17 Wesley Circle

9

Lot #	Street Address	Name(s) of Tenant(s)/ Lessee(s)/ Occupants(s)	Name(s) of Tenant(s)/ Lessee(s)/ Occupants(s)	Type of Rental Housing Agreement Lease = L Tenant = T	Date Rental Housing Agreement Commenced	Date Rental Housing Agreement Expires	Monthly Rent
28	162 Wesley	Louisa	Glenn	L	8/2009	8/2014	\$ 290.00
27	75 LYN	Roland	n/a	T	11/2004	11/2009	\$ 320.00
68	135 Wesley	Dorothy	n/a	T	1/2002	1/2007	\$ 290.00
5	58 LYN	Peter	Eileen	T	9/2003	9/2008	\$ 320.00
15	24 Wesley	Victor	Elizabeth	T	10/2001	10/2006	\$ 290.00
9	38 LYN	Irene	n/a	L	8/2009	8/2014	\$ 280.00
24	57 LYN	Mario	Janice	T	9/2001	9/2006	\$ 290.00
61	95 Wesley	Mary	n/a	T	n/a	n/a	\$ 320.00
31	126 Wesley	Joaquin	George	T	12/2002	12/2007	\$ 312.00
70	143 Wesley	Martha	n/a	T	6/2001	6/2006	\$ 280.00
39	72 Wesley	John	Lynne	T	5/2003	5/2008	\$ 312.00
22	47 LYN	Hugh	Anne	T	1/2001	1/2006	\$ 290.00
12	18 LYN	Jeanette	n/a	T	8/2000	8/2005	\$ 280.00
38	80 Wesley	Jerry	Natalie	L	3/2010	3/2015	\$ 350.00
37	88 Wesley	Paula	n/a	T	10/2003	10/2008	\$ 320.00
57	87 Wesley	John	n/a	T	12/2002	12/2007	\$ 290.00
66	123 Wesley	Arthur	Beatrice	T	11/2002	11/2007	\$ 312.00
36	92 Wesley	John	Judith	L	7/2009	7/2014	\$ 312.00
35	100 Wesley	Thomas	Georgette	T	12/2002	12/2007	\$ 312.00
32	118 Wesley	Ellen	n/a	T	n/a	n/a	\$ 312.00
30	132 Wesley	Harriet	n/a	L	2/2006	2/2011	\$ 312.00
11	24 LYN	Benjamin	Chris	T	n/a	n/a	\$ 280.00
72	151 Wesley	Louis	Gerl	T	10/2005	10/2010	\$ 290.00
7	46 LYN	Charles	Mary	T	n/a	n/a	\$ 280.00
4	64 LYN	John	Margo	T	5/2001	5/2006	\$ 290.00
42	36 Wesley	Jeanette	n/a	T	6/2002	6/2007	\$ 290.00
65	127 Wesley	Barbara	n/a	T	10/2002	10/2007	\$ 290.00
67	133 Wesley	Donald	Helene	T	2/2002	2/2007	\$ 350.00
19	29 LYN	Dian	n/a	T	9/2002	9/2007	\$ 290.00
6	52 LYN	Robert	n/a	T	9/2001	10/2005	\$ 290.00
26	69 LYN	Dorothy	n/a	T	9/2007	9/2007	\$ 312.00

Edgeway Realty Trust
17 Wesley Circle

Lot #	Street Address	Name(s) of Tenant(s)/ Lessee(s)/ Occupants(s)	Name(s) of Tenant(s)/ Lessee(s)/ Occupants(s)	Type of Rental Housing Agreement Lease = L Tenant = T	Date Rental Housing Agreement Commenced	Date Rental Housing Agreement Expires	Monthly Rent
1	174 Wesley	Paul	Carol	L	2/2006	2/2011	\$ 280.00
71	145 Wesley	Robert	Grace	T	n/a	n/a	\$ 280.00
17	17 Lyn	Anne	n/a	L	10/2005	10/2010	\$ 320.00
25	63 Lyn	Robert	Nance	T	4/2003	4/2008	\$ 312.00
20	35 Lyn	Robert	Margaret	T	9/2002	9/2007	\$ 290.00
41	60 Wesley	John	Louise	T	5/2002	5/2007	\$ 290.00
16	11 Lyn	Anna	Gail	T	7/2001	7/2006	\$ 280.00
13	12 Lyn	Louis	Jean	T	11/1999	11/2004	\$ 280.00
73	147 Wesley	Linda	Richard	L	1/2010	1/2015	\$ 275.00
33	112 Wesley	Joseph	Roberta	T	12/2002	12/2007	\$ 312.00
8	40 Lyn	Grace	n/a	T	n/a	n/a	\$ 312.00
14	10 Wesley	Donald	Norma	T	12/1999	12/2007	\$ 280.00
18	23 Lyn	Paul	Carol	T	11/2001	11/2006	\$ 290.00
69	139 Wesley	Claire	Michael	L	7/2009	8/2014	\$ 280.00
21	41 Lyn	Jerry	Beverly	T	2/2002	2/2007	\$ 290.00
2	74 Lyn	John	Barbara	T	n/a	n/a	\$ 320.00
23	51 Lyn	Henry	Barbara	T	6/2002	6/2007	\$ 290.00
34	108 Wesley	Francis	Rosemarie	T	9/2002	9/2007	\$ 312.00
3	68 Lyn	John	Carolyn	T	n/a	n/a	\$ 280.00
10	30 Lyn	Ralph	Phyllis	T	n/a	n/a	\$ 280.00
25	63 Lyn	Paul	Charlene	T	12/2008	12/2013	\$ 312.00
40	68 Wesley	vacant	vacant	T	8/2006	n/a	\$ 350.00
							\$ 15,581.00

RENT CONTROL HEARING - EDGEWAY MOBILE HOME PARK

1/24/11

TENANT EXHIBITS

**SELECTMEN'S MEETING
JANUARY 23, 2006**

Chairman Perkins called the meeting to order at 7:00 PM.

Selectman Bond, Selectman Andrews, and Selectman Spataro were present.
Selectwoman Brunelle was absent

Chairman Perkins welcomed a local boyscout troop that attended the meeting.

SELECTMEN'S MINUTES

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To approve the Minutes of January 9, 2006.
Unanimous Vote.

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To approve the Executive Minutes of January 9, 2006.
Unanimous Vote.

HEARINGS, MEETINGS & LICENSES

Hearing – Request for Class I License – H. Tinkham & Sons, Inc. – 72 East Grove Street

Chairman Perkins read the following: “The Middleborough Board of Selectmen will hold a public hearing on Monday, January 23, 2006 at 7:05 PM in the Selectmen’s Meeting Room at the Town Hall, 10 Nickerson Avenue, for the purpose of discussing an application filed by H. Tinkham & Sons, Inc. d/b/a Heritage Carriage, for a Class I License for the premises located at 72 East Grove Street, Middleboro, MA (Assessors Map 58 Lot 6438). Anyone desiring to be heard on this matter should appear at the time and place designated.” The hearing was opened.

Mark Tinkham returned the green cards.

Henry Tinkham, President of H. Tinkham & Sons, Inc. told the Board that he has been in business for 50 years. His son has made a proposition to take over the business, but needs more space than at the current location on Everett Street. Mr. Tinkham has offered his house lot on East Grove Street as a second location for the business.

Chairman Perkins asked if the business on Everett Street would remain open.

Mr. Tinkham said yes. He explained that he no longer lives in the house.

Chairman Perkins read a letter from the Building Commissioner saying that several trailers have already arrived on this property even though no license has been granted. Mr. Whalen continued to say that the use would be allowed by Zoning as the property is in the General Use district. He informed the Board that the applicant would be required to submit a detailed site plan showing off street parking and a landscaped buffer zone, and would have to obtain a Building Permit for any changes made for an office area in the existing home. Mr. Whalen supported the request for the Class I License.

Chairman Perkins also read a letter from Town Counsel saying a person may simultaneously hold more than one Class I license for different premises.

Selectman Andrews said he has known the Tinkhams for many years and supports the request.

Chairman Perkins agreed.

Selectman Spataro asked the Board if they wished to deal with the issue of the trailers that have been brought to the property prior to the license being issued.

Chairman Perkins and Selectman Andrews said they did not feel it necessary to deal with these.

Selectman Spataro explained that he did not want to set a precedent, and asked that the trailers be removed.

Hearing no further comments, Chairman Perkins closed the hearing.

Motion was made by Selectman Andrews and seconded by Selectman Spataro to approve the request of H. Tinkham & Sons, Inc. d/b/a Heritage Carriage for a Class I License for the premises located at 72 East Grove Street, Middleboro, MA (Assessors Map 58 Lot 6438), based on the site plan that was submitted to the Board dated 12/2005 with the maximum number of trailers available for sale not to exceed 114.

The motion was amended by Selectman Spataro and seconded by Selectman Andrews to require the trailers already on the property be moved back to the Everett Street location. The vote on the amendment passed 3 – 1 with Selectman Bond opposing.

Vote on the original motion was unanimous.

Meeting with Personnel Board

Steve Callahan and Kevin Cook were present. They gave the Board a draft copy of the Municipal Employees Personnel Policy.

Chairman Perkins asked if the Personnel Board had spoken to anyone from GMEG in regards to the Policy.

Mr. Callahan said no, that the Board had requested the draft.

Selectman Bond asked for an explanation of the scope of the Policy.

Mr. Cook explained that it would cover all people not covered by specific contracts negotiated by the Board. This would be approximately 45 employees.

Selectman Bond noted this included department heads, general workers, and park workers.

Mr. Cook explained that the draft policy was taken from Gorham, ME, a town with a similar population to Middleboro.

Selectman Bond asked what the next step would be.

Mr. Callahan said input from the Board of Selectmen, and anyone else, would be used to further refine the document. He said he did not have a time frame.

Selectman Bond asked what the "end result" would be.

Mr. Cook said that it will provide structure for an "at will" policy.

Selectman Bond asked if an attempt was made to coordinate this document with the methodology of dealing with things presently in place with the unions.

Mr. Cook said GMEG is not a union, but "at will" employees who can be discharged at "any moment for no reason". He said the document would be a way to codify the group.

Selectman Bond noted that "at will" implies good faith and fair dealing by law.

Selectman Andrews thanked the Personnel Board for the document, and said he would like a "cover letter" recommending the next action.

Upon motion by Selectman Andrews and seconded by Selectman Spataro, the Board
VOTED: To ask the Personnel Board to provide the Selectmen with a cover letter
to the document dated 1/20/06.
Unanimous Vote.

Selectman Andrews asked what the next step would be once the cover letter was received.

Chairman Perkins said Labor Counsel is currently negotiating with GMEG, and suggested providing a copy to him for recommendation.

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board

VOTED: To instruct the Personnel Board to provide an opportunity for GMEG to comment on the Personnel Manual.
Unanimous Vote.

Selectman Andrews suggested the copy be provided once the framework is received from the Personnel Board.

Mr. Callahan said the Personnel Board is also ready to re-examine the current job descriptions and factor an organizational chart.

Bob Whalen asked for clarification on where it says the Personnel Board's charter is to oversee GMEG.

Chairman Perkins explained that the Bylaw was designed to advise on non-union groups. He said advice could also be asked for in regards to unions.

Jeanne Spalding reminded the Board that the Bylaw "insures a uniform fair application across the work force". This would include all other groups across the Town.

Mr. Cook reminded the Board that the Personnel Board is strictly a volunteer group.

Hearing – Request for Title V Variance – 59 Plymouth Street

Brad Fitzgerald, Senna Fitzgerald Gilbert Associates, and Jeanne Spalding were present. Copies of the plans were presented to the Board.

Chairman Perkins opened the hearing.

Mr. Fitzgerald explained that the request was to perform a sieve analysis.

Ms. Spalding said this is a standard request to repair an existing system. She said she spoke to the abutter who couldn't be here tonight. The abutter has no objection to the repair. The Health Department supports the request.

Hearing no further comments, Chairman Perkins closed the hearing.

Upon motion by Selectman Andrews and seconded by Selectman Spataro, the Board
VOTED: To approve the following variance for a septic system repair for property located at 59 Plymouth Street, in accordance with the plan dated December 7, 2005, drawn by Sienna Fitzgerald Gilbert Associates, of which a stamped copy is on file with the Board of Health:
Title 5: 15.104: to allow the use of a sieve analysis, in lieu of performing a percolation test, to determine the soil classification.
Unanimous Vote.

Hearing – Request for Title V Variance – 86 Plympton Street

Brad Fitzgerald, Senna Fitzgerald Gilbert Associates, and Jeanne Spalding were present. Copies of the plans were presented to the Board.

Chairman Perkins opened the hearing.

Mr. Fitzgerald explained that the request was for two (2) local upgrades to repair the existing, failed septic system. A new 2000 gallon septic tank and leaching field are being proposed. The request has gone to the ConCom, who has determined no impact on wetlands.

Ms. Spalding said the system is a “tight fit”. It is for a 4-unit apartment building, containing 8 bedrooms. Any modification that can be done to build the system further from the road at the time of construction will be done. The Health Department supports the request.

Selectman Spataro asked if there was any living area in the basement.

Mr. Fitzgerald said it is only used for storage.

Chairman Perkins questioned if it was a big enough system.

Mr. Fitzgerald said it meets the Title V requirements for 8 bedrooms.

Hearing no further comments, Chairman Perkins closed the hearing.

Upon motion by Selectman Andrews and seconded by Selectman Spataro, the Board
VOTED: To approve the following variance for a septic system repair for property located at 86 Plympton Street, in accordance with the plan dated December 19, 2005, drawn by Sienna Fitzgerald Gilbert Associates, of which a stamped copy is on file with the Board of Health:

Title 5: 15.405(1)

(a) to allow the s.a.s. to be 5' from the road line, instead of the required 10'

(b) to allow the s.a.s. to be 8' from the cellar wall, instead of the required 20'

Unanimous Vote.

Hearing – Request for Title V Variance – 4 Sherwood Forest Avenue

Brad Fitzgerald, Senna Fitzgerald Gilbert Associates, and Jeanne Spalding were present. Copies of the plans were presented to the Board.

Chairman Perkins opened the hearing.

Mr. Fitzgerald explained that the request was for local upgrades to replace the existing, failed septic system.

Mr. Fitzgerald said it is a "tight lot and the system has been squeezed in as best as could. The locus well has been tested, and the water is fine.

Chairman Perkins asked if it was a shallow well.

Mr. Fitzgerald said it is.

Ms. Spalding said the engineer did the best to reach the maximum distance from all abutter's wells. A treated system will be put in. She has received a copy of the well report which shows it to be at acceptable standards.

Chairman Perkins asked if anyone had spoken to the abutters, the "Cormiers".

Mr. Fitzgerald said that certified mail had been sent.

Chairman Perkins suggested asking for well tests in 6 and 12 months.

Ms. Spalding said the proposal meets Title V setbacks from the Cormier's property.

Chairman Perkins said he understood that, but noted that it does not meet the 100' requirement for the property owners own well. He was concerned with septage getting into it.

Ms. Spalding said the condition could be put on.

Mr. Fitzgerald said the lot is fairly flat.

Ms. Spalding said the soils are medium to coarse sands. Therefore, a migration of sewage laterally is generally not an issue, as it will go straight down.

Selectman Andrews asked what a positive test in 1 year would prove.

Mr. Fitzgerald said his first thought would be that the abutter's system was causing the problem because the Title V system being put in is a tank with treatment and a leaching area. By design, it will produce cleaner water than a cesspool.

Hearing no further comments, Chairman Perkins closed the hearing.

Motion was made by Selectman Andrews and seconded by Selectman Bond to approve variances for a septic system repair for property located at 4 Sherwood Forest Avenue, in accordance with the plan dated November 18, 2005, drawn by Sienna Fitzgerald Gilbert Associates, of which a stamped copy is on file with the Board of Health:

Title 5: 15.405(1)

- a. to allow the s.a.s. to be 8' from the abutting property line of Cormier, instead of the required 10'

- b. to allow the s.a.s. to be 52' from the locus well, instead of the required 100'

The motion was amended by Selectman Spataro and seconded by Chairman Perkins to require a water test in 1 year. The vote on the amendment did not pass with a 2 – 2 vote with Selectman Bond and Selectman Andrews opposing.

Vote on the original motion was unanimous.

Hearing (cont.) – Failure to Obtain Stable License – (MGL 111 §155) – Wendy Kinsman

The Board received notification from the Health Department that Ms. Kinsman is now in compliance with her stable permit.

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To cancel this hearing.
Unanimous Vote.

Meeting with Residents of Edgeway Mobile Home Park – RE: Rent Control

Selectman Bond explained that Edgeway Mobile Home Park has raised the rents at the Park without making an application to the Board of Selectmen, who act as the Rent Control Board. Prior to raising the rent, the owner must show a proper basis and get approval from the Board for any increase. Any increase being attempted prior to doing this is in violation of the Rent Control rules.

There was no response to a certified mail letter sent to Wayne Williams on behalf of the Board asking for explanatory information in advance of appearing.

Wayne Williams was present. He told the Board the proposed increase would be effective February 1st.

Selectman Bond asked if Mr. Williams planned on making application to the Board for the increase.

Mr. Williams said he would do this.

Selectman Bond asked when.

Mr. Williams said on February 1st.

Selectman Bond asked Mr. Williams if he knew that until such time as the request is put before the Board, and approval is given, there is no increase in rent.

Mr. Williams said he knew this.

Upon motion by Selectman Bond and seconded by Selectman Andrews, the board
VOTED: To provide Mr. Williams with a letter confirming his agreement and
acknowledgement that, prior to making application to the Board of Selectmen and
receiving approval, there is no rent increase effective for Edgeway Mobile Home
Park.
Unanimous Vote.

Upon motion by Selectman Bond and seconded by Chairman Perkins, the Board
VOTED: To have Town Counsel approve the letter before it is sent.
Unanimous Vote.

Chairman Perkins noted correspondence from John Dwyer, President of the Tenant's
Association. He asked if Mr. Dwyer wished to comment on it.

Mr. Dwyer said there are currently five (5) different stages of rent at the Park. The
proposal is to set a base rate for all residents. Currently, rents range from \$280 to \$320,
with \$300 being the median. He proposed if a rent increase is granted, all residents pay
\$300/month.

Mr. Dwyer said he has lived in the community for 32 months. He said over the course of
time \$499,200 has been paid by the residents. He questioned where the money goes. He
asked that Mr. Williams provide a list to the Board of what he intends to do for major
capital expenditures in the Park. Also, what he proposes to do with the existing problems
of water, plastic, lack of ventilation, and the buffer wall. He said there are major
problems with the roads in the park.

Mr. Dwyer said the prior problems and repairs of the roadways should not fall on the
residents of the Park to repair.

Mr. Dwyer also noted that Mr. Williams does not have a current license for the Park. He
suggested if the license is granted, it be done only with the iron clad condition of taking
the profit and putting it directly back into the Park.

Chairman Perkins said Mr. Dwyer's points were taken.

Selectman Andrews said there are mandates already stated by Law as to what Mr.
Williams must provide. He noted there is ongoing litigation, and any action taken should
be in conjunction with Town Counsel. He suggested having the Town Manager speak to
the Town Planner regarding the bond for the roads. The Town could then put it out to bid
and have it completed.

Chairman Perkins said the Board is "very aware" of the problems in the Park. He
concurred that the items noted by Mr. Dwyer should not be part of the reasons for a rent
increase.

Chairman Perkins told the residents they will be notified when a hearing is scheduled to hearing the request for a rent increase.

Selectman Bond reiterated that there can be no rent increase in the Park until such time as an application is brought before the Board and approval is given.

NEW BUSINESS

Request to Adopt NIMS (National Incident Management System) – Fire Chief

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To ask the Fire Chief to meet with the Board prior to acting on this item.
Unanimous Vote.

Request for Entertainment License – Tiki Buddha, Inc. – 10 Merchant's Way

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To approve the request of Tiki Buddha, Inc. for an Entertainment License.
Unanimous Vote.

Request for 'Change of Manager' – Middleborough Lodge of Elks

Chairman Perkins noted correspondence from the Police Chief who had no objection to George Marra being named as Manager of the Middleborough Lodge of Elks.

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To approve the request of the Middleborough Lodge of Elks for a 'Change of Manager' on its liquor license to George Marra.
Unanimous Vote.

Request to Place FinCom Vacancy on Annual Town Election Ballot – Town Clerk

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To file a notice of election with the Town Clerk to fill the vacancy on the Finance Committee created by the resignation of Robin Akers.
Unanimous Vote.

Request to Appoint Member – MBTA Advisory Board

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To appoint Chairman Perkins ask the Board's Representative to the MBTA Advisory Board.
VOTE 3 – 0 – 1 (Selectman Andrews abstained)

Request for One Day Liquor License – Muckey's Liquors

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To issue a One Day Liquor License to Muckey's Liquors for an event
to be held at Oak Point on January 28, 2006 from 5 PM to 11 PM.
Unanimous Vote.

Request to Rent Town Hall Auditorium – Middleborough Cobras

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To approve the request of Middleborough Cobras to rent the Town Hall
Ballroom from 2:00 PM to 8:00 PM for an awards banquet to be held on Sunday,
January 29, 2006.
Unanimous Vote.

Request for One Day Liquor License – Professional Bartending Service

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To approve the request of Professional Bartending Service for a One
Day Liquor for an event to be held in the Town Hall Ballroom from 4:00 PM to
8:00 PM on Sunday, January 29, 2006, subject to receiving an insurance
certificate.
Unanimous Vote.

Request to Waive Building Permit Fees – MJHS Building Committee

Ginny Landis, Chairman of the MJHS Building Committee, was present. She told the Board that, in preparation of starting the MJHS project, the Committee is asking that the cost for the Building Permit Fees be waived. She explained that the costs are to be paid by the "owner". She said a partial waiver of 80% had been given for the Nichols Middle School. Ms. Landis said this issue needs to be resolved for construction to begin.

Mr. Healey said provided copies of the bid documents which said that the contractor shall secure the general building permit, with all fees to be paid by the "owner". Mr. Healey said the owner is "Middleboro Public Schools". He said bid specifications specified it would be paid out of project funds by the Middleboro Public Schools, which are now requesting not to pay, or to pay only a part.

Mr. Healey said if the Board agrees to waive the fee; the local receipts figure will be effective. If the estimation is not reached, layoffs will occur. He said the School Department needs to give "pink slips" by June 15th. If not, we "own" the employees. Additional cuts in the fall will be borne by General Government. In addition, he said a math error significantly reduced the MJHS budget contingency. He said the Board shouldn't subsidize from local receipts by waiving building permit fees. He said the Board should deny the request. The Committee could go to Town Meeting to subsidize. He said the bid document shows there was an intention to pay.

Selectman Bond asked Ms. Landers what the effect would be if the fee was not waived.

Ms. Landis said it would take \$123,000 out of the classroom renovation project.

Selectman Bond asked if it would keep the project from going forward.

Ms. Landis said, no, but the amount would have to be borrowed. This would not be part of the State's reimbursement. She added that she didn't think the \$123,000 was calculated in the estimated local receipts.

Selectman Bond asked if she agreed that the waiver was at the discretion of the Board.

Ms. Landis said yes. She explained that, if the figure wasn't waived, the Town would have to borrow the money to pay it. If the contractor is required to pay it, there will be an additional 15% charge, which is not covered by reimbursement.

Mr. Healey said the Committee could vote to pay the \$123,000 and not process it through the contractor.

Bob Whalen told the Board that he has already received \$12,000 for electrical and plumbing permits, which were included in the bid.

Jane Lopes said that was the case with the NMS as well. She said building permit fees are separate. She said she did some research, and every project, going back to the COA, has requested and received waivers. NMS received 80% because that's what they requested. She noted that the project will come to a halt if the contingency funds run out.

Selectman Spataro asked if the budget for the project had been put together assuming the building permit fees.

Ms. Landis said it was put together assuming a waiver.

Selectman Andrews said he had never heard this mentioned in any of the presentations or at Town Meeting.

Ms. Landis said the project "hadn't gotten that far".

Selectman Andrews suggested reviewing the request for the waiver when the project is completed in 14 to 16 months. He said he didn't see why people who do not send children into the school system would subsidize the project at the potential of losing other Town services. He said he was not in support of the waiver.

Jeanne Martin, School Committee Member, asked why the school would be different from any other town building project where the fees were waived.

Upon motion by Selectman Spataro and seconded by Selectman Andrews, the Board
VOTED: To deny the request to waive the building permit fees for the MJHS
project.

VOTE 2 – 1 (Selectman Bond against)

Selectman Andrews suggested looking at the reimbursement of the fees in 12 months
based on the scope of the project and the finances of the town at that time.

OLD BUSINESS

Aronson Property – Former 'Maxim Motors' Property

Mr. Healey said the property owner is under orders of the Building Commissioner to
clean up the property or enforcement action will take place forthwith.

Response to Joseph & Susan McCusker's Letter

Selectman Bond asked the Board's Secretary to remind the Assessor's of the request to
provide a response to Mr. & Mrs. McCusker's letter.

Letter from treasurer

The Board's Secretary will send a reminder letter to the Treasurer/Collector to provide
information regarding the cost per employee with fringe benefits.

Deficit Spending for Snow Removal

Selectman Bond noted that the Town was already deficit spending when the Board gave
approval to do so last week.

Mr. Healey said there is no way to be sure you won't be in that situation as only \$55,000
is budgeted.

Request for All Town Departments –

Selectman Andrews said Departments should be reminded that they are to provide
information to the Town Accountant when she requests it.

Mr. Healey asked about the requests he has made, on behalf of the Board, to the Town
Accountant. No response has been given.

Upon motion by Selectman Andrews and seconded by Selectman Bond, the Board
VOTED: To have the Board's Secretary work with the Chairman to send a letter
to Ms. Higgins.
Unanimous Vote.

TOWN MANAGER'S REPORT

There was no further discussion of the 'Town Manager's Report' tonight.

SELECTMEN'S BILLS

Upon motion by Selectman Bond and seconded by Selectman Andrews, the Board
VOTED: To pay the bill submitted by W. B. Mason in the amount of \$45.24.
Unanimous Vote.

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To pay two (2) bills submitted by Forms & Graphics, Inc. in the
amounts of \$138.00 & 98.00 – totaling \$236.00.
Unanimous Vote.

OTHER

There was no 'Other' business discussed tonight.

CORRESPONDENCE

- ❖ Discussion ensued on correspondence from the Town Accountant regarding being denied access to records by the Treasurer/Collector.

Mr. Healey noted that Ms. MacDonald has prepared a response to the letter for the Board's next packet.

- ❖ Discussion ensued on correspondence from the Superior Police Officers Union in regards to an incident where confidential records were picked up from the Treasurer's Office for recycling without being shredded.

Mr. Healey said this was a mistake, which was intercepted before the records were disposed of.

Chairman Perkins said there needs to be a written policy on this.

Selectman Bond asked Mr. Healey to provide the written policy.

Mr. Healey said he could provide what the practice has been.

- ❖ A request for an abatement of a betterment from Charles & Jean LaRose, Paul Road, will be handled administratively by the Town Manager.
- ❖ Upon motion by Selectman Spataro and seconded by Selectman Andrews, the Board
VOTED: To request that the Town Manager contact the contractor of the Nemasket Interceptor Project to request that some type of steps be constructed

from the higher elevation to the road on the property of Steven Stanley, as recommended by the Historical Commission.
Unanimous Vote.

Ms. Lopes said the Commission is satisfied with the project otherwise.

- ❖ The Board discussed correspondence from Leonard & Pamela Johnson in regards to the condition of Katrina Road. Chairman Perkins said he had spoken to Mrs. Johnson and had asked that she put her complaint in writing.

Selectman Andrews noted this property had been before the Planning Board many times over the years. The road was purchased by a person who proved that it was maintained by the Town because of trash pick up and plowing. The property was allowed to be subdivided and houses were constructed. Now the citizens want it upgraded.

Chairman Perkins said the request reminded him of other problems with Gibbs Road and Woloski Park.

Chairman Perkins said he had a problem with Mr. Healey responding that the road was "too dangerous" to be access by Town vehicles during a storm.

Mr. Healey explained that Town trucks would've gotten stuck during the storm because of ice and ruts. A DPW employee was sent with a barrel to walk out and spread sand on Gibbs Road. He said another bucket of sand should've been left at Katrina Road.

Selectman Andrews said residents need to understand that it is not a town-owned road.

Chairman Perkins asked Mr. Healey to draft a letter to the Johnson's regarding what the Town will and won't provide.

Selectman Andrews said, by proving the road was routinely maintained by the Town, lots could be built off of it. This allowed the developer to "skirt around subdivision control law".

Selectman Spataro asked what the residents needed to do for the road to become a Town road.

Mr. Healey said betterments could be assessed.

Selectman Spataro suggested telling them what they could do to help themselves, to build it to subdivision standards.

- ❖ Discussion ensued over correspondence from the Plymouth County Commissioners regarding 'Claims Trust Fund'.

Selectman Andrews said that insurance is a major cost for the town and needs to be properly handled. He suggested appointing an "insurance board".

Chairman Perkins said e has tried to review what the Town has to make recommendations of what it needs.

Selectman Andrews there are "talented people" who have time to deal with this and look into policy and issues.

Chairman Perkins said every possible consortium has been looked at in regards to health insurance.

Selectman Spataro said the G&E had an advisor to look for duplicate deductibles when he was a G&E Commissioner.

Chairman Perkins said that is not happening here.

Chairman Perkins said anyone offering assistance would not be turned away.

- ❖ Mr. Healey will follow up on an FY06 CDF Grant Application next week.
- ❖ Mr. Healey will follow up on the appointment of an Alternate Plumbing and Gas Inspector.
- ❖ Discussion ensued on notice of a 40B project.

Chairman Perkins said the Town has reached its quota and no longer has to accept these.

Mr. Healey said the State hasn't advised the Town of this.

Chairman Perkins suggested inviting Bruce Atwood, Chairman of the ZBA, to meet with the Board to discuss what the Town is doing in terms of receiving, acknowledging and putting projects in queue for future consideration.

- ❖ The Board received correspondence from Louise Badeau asking for reimbursement related to a hearing she had been requested to attend.

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To take the request under advisement pending the Board's final determination concerning the main issue that it arises out of.
Unanimous Vote.

Upon motion by Selectman Bond and seconded by Selectman Spataro, the Board
VOTED: To enter into Executive Session at 9:55 PM, not to return to Open
Session, for the purpose of discussion Litigation.
A poll vote was taken. Selectman Bond, Selectman Spataro, Selectman Andrews,
and Chairman Perkins approved.
VOTE 4 – 0

Diane Henault, Secretary
BOARD OF SELECTMEN

Exhibit - Tenant #2

Lot #	Street Address	Name(s) of		Type of Rental	Date Rental		Monthly Rent
		Tenant(s)/ Lessee(s)/ Occupant(s)	Tenant(s)/ Lessee(s)/ Occupant(s)		Housing Agreement Commenced	Housing Agreement Expires	
13	12 Lyn	Louis	Jean	Tenant = T	November-99	November-04	\$ 280.00
14	10 Wesley	Donald	Norrra	Tenant = T	December-99	December-07	\$ 280.00
11	24 Lyn	Benamin	Chris	Tenant = T	June-99		\$ 280.00
12	18 Lyn	Jeanette	n/a	Tenant = T	August-00	August-05	\$ 280.00
15	24 Wesley	Victor	Elizabeth	Tenant = T	October-01	October-06	\$ 290.00
24	57 Lyn	Mario	Janice	Tenant = T	September-01	September-06	\$ 290.00
70	143 Wesley	Martha	n/a	Tenant = T	June-01	June-06	\$ 280.00
22	47 Lyn	Hugh	Anne	Tenant = T	January-01	January-06	\$ 290.00
4	64 Lyn	John	Margo	Tenant = T	May-01	May-06	\$ 280.00
6	52 Lyn	Robert	n/a	Tenant = T	September-01	October-05	\$ 290.00
16	11 Lyn	Anna	Gail	Tenant = T	July-01	July-06	\$ 280.00
18	23 Lyn	Paul	Carol	Tenant = T	November-01	November-06	\$ 290.00
7	46 Lyn	Charles	Mary	Tenant = T	July-01		\$ 290.00
10	30 Lyn	Ralph	Phyllis	Tenant = T	May-01		\$ 280.00

<u>Lot #</u>	<u>Street Address</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Type of Rental Housing Agreement</u>	<u>Date Rental Housing Agreement Commenced</u>	<u>Date Rental Housing Agreement Expires</u>	<u>Monthly Rent</u>
27	75 Lyn	Roland	n/a	Tenant = T	November-04	November-09	\$ 320.00
Lot #	Street Address	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Type of Rental Housing Agreement	Date Rental Housing Agreement Commenced	Date Rental Housing Agreement Expires	Monthly Rent
72	151 Wesley	Louis	Gerl	Tenant = T	October-05	October-10	\$ 290.00
17	17 Lyn	Anne	n/a	Lease = L	October-05	October-10	\$ 320.00
Lot #	Street Address	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Type of Rental Housing Agreement	Date Rental Housing Agreement Commenced	Date Rental Housing Agreement Expires	Monthly Rent
30	132 Wesley	Harriet	n/a	Lease = L	February-06	February-11	\$ 312.00
1	174 Wesley	Paul	Carol	Lease = L	February-06	February-11	\$ 280.00
40	68 Wesley	vacant	vacant	Tenant = T	August-06	n/a	\$ 350.00
Lot #	Street Address	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)	Type of Rental Housing Agreement	Date Rental Housing Agreement Commenced	Date Rental Housing Agreement Expires	Monthly Rent
26	69 Lyn	Dorothy	n/a	Tenant = T	September-07	September-07	\$ 312.00
32	118 Wesley	Ellen		Tenant = T	February-07		\$ 312.00
71	145 Wesley	Robert	Grace	Tenant = T	April-07		\$ 280.00
8	40 Lyn	Grace		Tenant = T	May-07		\$ 312.00
2	74 Lyn	John	Barbara	Tenant = T	July-07		\$ 320.00

<u>Lot #</u>	<u>Street Address</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Type of Rental Housing Agreement</u>	<u>Date Rental Housing Agreement Commenced</u>	<u>Date Rental Housing Agreement Expires</u>	<u>Monthly Rent</u>								
25	63 Lyn	Paul	Charlene	Tenant = T	December-08	December-13	\$ 312.00								
Lot #	<u>Street Address</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Type of Rental Housing Agreement</u>	<u>Date Rental Housing Agreement Commenced</u>	<u>Date Rental Housing Agreement Expires</u>	<u>Monthly Rent</u>								
								28	162 Wesley	Louisa	Glen	Lease = L	August-09	August-14	\$ 290.00
								9	38 Lyn	Irene	n/a	Lease = L	August-09	August-14	\$ 280.00
								36	92 Wesley	John	Judith	Lease = L	July-09	July-14	\$ 312.00
69	139 Wesley	Claire	Michael	Lease = L	July-09	August-14	\$ 280.00								
Lot #	<u>Street Address</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Name(s) of Tenant(s)/ Lessee(s)/ Occupant(s)</u>	<u>Type of Rental Housing Agreement</u>	<u>Date Rental Housing Agreement Commenced</u>	<u>Date Rental Housing Agreement Expires</u>	<u>Monthly Rent</u>								
								38	80 Wesley	Jerry	Natalie	Lease = L	March-10	March-15	\$ 350.00
								73	147 Wesley	Linda	Richard	Lease = L	January-10	January-15	\$ 275.00

Exhibit Tenant #3

SELECTMEN'S MEETING**DECEMBER 15, 2003**

Chairman Perkins called the meeting to order at 7:03 PM.

Selectman Rogers, Selectman Wiksten and Selectwoman Brunelle were present.

Selectman Eayrs entered the meeting at 7:10 PM.

SELECTMEN'S MINUTES

Upon motion by Selectman Wiksten and seconded by Selectwoman Brunelle, the Board

VOTED: To approve the Minutes of December 8, 2003.

Unanimous Vote.

HEARINGS, MEETINGS & LICENSESHearing – Request for WRPD Permit – AGS Development, Inc. – Pine Street

Chairman Perkins read the following: "The Board of Selectmen will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, December 15, 2003 at 7:05 PM, for the purpose of discussing an application filed by Leeann Bradley, Outback Engineering, Inc. on behalf of AGS Development Corp., for a Special Permit under the Water Resource Protection District By-law, to allow a 476 s.f. wetland crossing in order to access the upland portion of Lot 10, Pine Street, Assessors Map 96, Lot 6265, zoned Residence R (Rural), WRPD District "Z4". Anyone wishing to be heard on this matter should appear at the time and place designated." Chairman Perkins opened the hearing.

Leeann Bradley, Outback Engineering, was present to represent the applicant. She returned the green cards.

A copy of the plan had been provided to the Board.

Ms. Bradley told the Board that the proposed project involves the construction of a driveway crossing in order to gain access to an upland buildable portion of land. The area is 476s.f.

Also, a 921 s.f. wetland replication area will also be constructed. The project has been approved by the Conservation Commission.

Ms. Bradley noted that the disturbance is at the very beginning of the land, where this is an existing cut path off of the street. She said there are no trees or vegetation, and the area is not thickly vegetated.

Correspondence from the Building Commissioner raised no issues with the project.

Selectwoman Brunelle noted that the permit is only for the resale vehicles, and doesn't include repair or service vehicles. She suggested the vehicles for sale be recognizable.

Mr. Healey said he has suggested to the Board, for some time, that spaces be required to be laid out in the lot. He encouraged Mr. Colarusso to put only the for sale vehicles in the front of the property, and to put everything else near the rear.

Selectman Wiksten said that there has to be some sort of intention on Mr. Colarusso's part to organize and neaten the lot. He said he was not comfortable increasing the limit now.

Upon motion by Selectman Eayrs and seconded by Selectwoman Brunelle, the Board

VOTED: To grant the renewal of the Class II License for property located at 448 Wareham Street, subject to the same previous conditions.

Unanimous Vote.

Selectwoman Brunelle suggested that Mr. Healey re-inspect the property in 30 days, and report back to the Board.

Hearing – Request for Liquor License – Cirelli's

A hearing will be held by the Board of Selectmen on Monday, December 15, 2003, at 8:00 PM, in the Selectmen's Meeting Room at the Town Hall, located at 10 Nickerson Avenue, Middleborough, MA, for the purpose of discussing the request made by Cirelli Foods Inc., d/b/a Cirelli Marketplace for an Annual All Alcohol Package Store License. The property is located at 30 Commerce Blvd, Middleboro, MA Assessors Map 039 Lot 4335. Anyone desiring to be heard on this matter should appear at the time and place designated.

Chairman Perkins opened the hearing.

It was explained that this request was for a liquor license for Cirelli's. Legislation has been approved to increase the Town's quota by one license.

Hearing no comments, Chairman Perkins closed the hearing.

Upon motion by Selectman Eayrs and seconded by Selectman Wiksten, the Board

VOTED: To approve the request made by Cirelli Foods Inc., d/b/a Cirelli Marketplace for an Annual All Alcohol Package Store License for property located at 30 Commerce Blvd, Middleboro, MA Assessors Map 039 Lot 4335.

Unanimous Vote.

Representatives of Cirelli's told the Board they plan on opening on January 26th.

Hearing – Mobile Home Park Code Violations – Edgeway Park

The Board met with Assistant Health Officer Catharine Hassett and Wayne Williams, who was represented by Attorney Richard Driscoll, to discuss mobile home park code violations at Edgeway

Park.

Ms. Hassett told the Board that the Health Department had been made aware of the violations in June of 2003. An owner called to say that water had pooled under his unit, causing by poor drainage. This was made worse by a plastic sheeting under the unit that acting as a vapor barrier. With the grading as it is, the water settles under some of the units.

Ms. Hassett said Mr. Williams was contacted, and agreed to remove the plastic, which he did.

The next complaint came in August of 2003. It was the same complaint as the previous. An inspection was done. Mr. Williams was present and ordered Ms. Hassett off the property. She explained she had a right to be there, and a verbal agreement was made to remove the plastic sheeting within a month. This did not happen.

Ms. Hassett said she has tried to contact Mr. Williams. In the meantime, other property owners have sent letters regarding the plastic sheeting. She also provided pictures.

Ms. Hassett said this is a violation of 105 CMR 410.602 Maintenance of Land. The Board of Selectmen is the issuing authority, and can revoke the license.

Chairman Perkins asked what Ms. Hassett's recommendation was.

Ms. Hassett said that she would request an engineered grading plan for review and approval by all concerned Town Departments. In the short term, the plastic should be removed. The ground would also have to be sloped, crowned and graded to shed water. Then the plastic could be put underneath.

Ms. Hassett said there are also issues with other Town Departments, including the Planning Department and Building Department.

Mr. Healey said there is an issue of Earth Removal without a permit. He suggested the reissuing of the permit should be pending.

Attorney Driscoll told the Board that he understood there was an issue with one (1) unit. He believed the problem was caused by cuts in the plastic that does not hold water. The complainant Roland Crowley, requested a driveway on the other side of his mobile home, from the direction that the water was coming. This caused a barrier. Mr. Williams believes that a culvert on the side of the mobile home opposite the driveway would divert the water. This is his proposal.

Selectman Eayrs said the Board wants the problem taken care of in a timely fashion. Mr. Williams has not done this.

Attorney Driscoll suggested he would met with the Health Agent and Mr. Senna, his engineer, next week.

Selectwoman Brunelle suggested reporting back in 60 days because of the winter season.

Chairman Perkins suggested a report in a couple of weeks.

Mr. Healey concurred. He said an engineer's plan is needed to show that the grading will be done in a proper way and replace the plastic and/or skirts for property ventilation under the code.

Mr. Healey noted that venting is a requirement for an Occupancy Permit. The mounding had "supposedly" been created properly, but is not working. Unless the Board takes a different position, the license will reissue on January 1st. Mr. Williams' obligations under the Mobile Home Act continue, whether or not he is licensed. During the period he is not licensed, he cannot take action to put additional homes in place on the site.

The Building Inspector is withholding Building and Occupancy Permits at this time because of zoning violations.. Mr. Healey said the License should not be issued on January 1st, pending resolution of all matters.

Selectwoman Brunelle said it would be good to have a plan in the next two (2) weeks, but questioned what the resolve would be and when it would be completed. She suggested a time frame be submitted with the plan.

Attorney Driscoll said he did not know if Mr. Senna could commit to final plans in two (2) weeks. He said they could come in with a proposal for a solution.

Chairman Perkins suggested a continuance of the hearing to December 29th.

Selectwoman Brunelle suggested the Board look at withholding the License until all repairs are made. She was concerned that once the License was issued, there would be no "incentive" for the repairs to be made.

Attorney Driscoll suggested issuing the License with a certain date for repairs to be made or it would be revoked.

Jeanne Spalding told the Board that there were other options available. There could also be a temporary suspension of the License. She suggested that the Attorney General's Office be notified of any action taken by the Board.

Frank Sullivan, a resident of the Park, told the Board that he was advised by the Attorney General to notify the State Department of Public Health. He also told the Board that the Health Inspector had "taken a lot of abuse" from Mr. Williams when she came to inspect the property.

Roland Crowley also told the Board that the addition of his driveway has nothing to do with the water problem.

Penny Farco, Manager of the Park, said she was aware of a problem only with one (1) house. She said she and Mr. Williams do not have complaints from other people. She noted that some people want the plastic sheeting under the unit. She said Mr. Williams believes some type of drainage is needed to eliminate the problem.

Chairman Perkins noted that the Health Officer has asked for an engineer to prepare a solution.

Selectwoman Brunelle asked Ms. Hassett to forward all of the information to Mr. Williams.

Another resident of the Park noted that she had sent a certified letter to Mr. Williams regarding the problem with the plastic at her home. He had reassured her it would be removed by the second week of October. This has not happened.

Upon motion by Selectman Eayrs and seconded by Selectwoman Brunelle, the Board

VOTED: To continue the hearing to December 29, 2003.

Unanimous Vote.

Mr. Healey told the Board that a remediation plan had been approved by the Planning Board on May 13, 2003. It identifies areas of buffer around the park which are not to be touched. It also requires the restoration of a retaining wall. These were to be completed by November 1st. None were done.

Mr. Healey said there has also been a great deal of earth removal without a permit, and intrusions into the buffer area.

Attorney Driscoll suggested the Board review a letter from Town Counsel dated March 18, 2003 in regards to the buffer zone before reacting.

Selectwoman Brunelle suggested a site visit for Saturday, December 27th at 9AM. The Board will meet at the Town Hall. The meeting will be posted.

NEW BUSINESS

Set Order of Conditions for Earth Removal Permit – Doyle – Plympton Street

The Board reviewed the Order of Conditions. Changes made from the previous permit include the hours (7:30 AM to 4:00 PM), a \$50,000 bond, and a two (2) year period.

Selectman Rogers asked if a Farm Plan had been submitted. This is mentioned in the Order.

Bob Lessard asked the Board what the specified route would be.

Selectman Wiksten said that a specific route wasn't included. He said the Board can suggest a route, but not require it.

Mr. Lessard disagreed, saying the Permit is a Contract with the Town. He suggested four (4) additional requirements for the Order of Conditions:

1. Require a posted sign depicting the proper agreed upon route for trucks.
2. Require each truck driver to sign an acknowledgement sheet concerning the proper route to and from the site. The sheet would be kept on site by the owner/operator for review.
3. Truck drivers and their companies who violate the agreements would be barred from the site.
4. Owner/operator of the earth removal site would forfeit their bond and right to work the site if truckers and their companies deviate from the route by choice.

The Board suggested Town Counsel review the suggestions for incorporation into future permits.

Selectman Eayrs said it was a good idea to have a posted route if this is possible.

Selectman Wiksten suggested a recommendation that the route exiting the property would be left to Plympton Street to Rte. 44, or right to Plympton Street to Rte. 58.

Exhibit Tenant #4

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
HOUSING COURT DEPARTMENT

PLYMOUTH SS:

Docket No. 09H83SP03363PL

Edgeway Realty Trust,
Plaintiff,

v.

Carolyn and John Tramontana,
Defendants

**AFFIDAVIT OF JOHN TRAMONTANA IN SUPPORT OF HIS MOTION FOR
SUMMARY JUDGMENT AND FOR ATTORNEY FEES**

Defendant, John Tramontana, submits the following affidavit in support of his Motion for Summary Judgment ("the Motion"), under the pains and penalties of perjury :

1. Prior to moving to Edgeway Park in June, 2006, we purchased a motorhome ("RV"), a 2003, 38' Holiday Rambler Endeavor, for approximately \$159,000.00.
2. Upon my retirement from the Hingham Fire Department, we decided to sell our home in Whitman, Massachusetts, and purchased a mobile home in Edgeway Park in Massachusetts as our residence.
3. We spend our winters in Florida in our RV.
4. In early April 2006, we went to Edgeway Park to inquire about a purchase and lease.
5. We met with Trustee/ Owner Wayne Williams.
6. It was very significant to us to obtain assurances from Mr. Williams that a parking spot for our RV would be part of the agreement to occupy the home site--at no

additional cost.

7. In our discussions with Mr. Williams, he assured us that we would have a parking space in the "designated area."
8. On April 18, 2006 we filled out and submitted an Application For Lease (See Ex.2 to the Motion, a true and correct copy of Edgeway Realty Trust Lease application), that confirmed in writing that we would be bringing into the community two automobiles and one RV-- 3 vehicles in total-- and we also executed a Purchase and Sale Agreement (See Ex. 3 to the Motion, a true and correct copy of Jack Conway Realtor Offer To Purchase Real Estate and Bill of Sale), for the mobile home located at 68 Lyn Lane.
9. Had Mr. Williams not agreed to our parking the RV at the park for free, we would never have purchased the mobile home or agreed to lease with Edgeway Park.
10. We are an elderly couple with several health concerns, and we are on a fixed income.
11. We relied on the assurances and representations made to us by Wayne Williams, when we entered into their purchase and sale agreement with Conway Realty.
12. The cost of the Mobil Home was \$235,000.00 (See Ex. 4 to the Motion, a true and correct copy of the Bill of Sale for the mobil Home located at 68 Lyn Lane, Middleboro, Massachusetts) and the lease agreement with Plaintiff at the current monthly rate of \$280.00.
13. Originally, Mr. Williams tried to charge us \$350.00 per month, then it went to \$320.00 per month, and now it is \$280 per month.
14. On June 16, 2006, we moved into Edgeway Park, and, as we confirmed in writing, we brought our RV.

15. We parked the RV in the designated part of the common area of the Park, as we were instructed by Wayne Williams.
16. On January 23, 2006, Wayne Williams appeared before the Middleborough Rent Control Board to request rent increases, and was informed that he could not raise any rents in Edgeway Park (See Ex. 5 to the Motion, a true and correct copy of the letter dated January 24, 2006 to Wayne Williams from Wayne C. Perkins, Chairman of the Middleboro Board of Selectmen).
17. Upon moving into Edgeway, we learned that the prior tenants' rent was less than was demanded of them by Wayne Williams.
18. We refused to any additional amount, and only gave a check for the amount the prior tenants paid.
19. We also reported Edgeway to the Rent Control Board and the Attorney General's Office. (See Ex. 6 to the Motion, a true and correct copy of the letter dated July 10, 2006 to Diane Henault, Secretary to Middleboro Board of Selectmen from Daniel Murray, Town of Middleboro Town Counsel).
20. On July 10, 2006, Middleborough Town Counsel sent a letter to the Selectmen, who are the Rent Control Board, stating that Edgeway had violated the Board's prior order by charging us a higher rent. (See Ex. 6 to the Motion, a true and correct copy of the letter dated July 10, 2006 to Diane Henault, Secretary to Middleboro Board of Selectmen from Daniel Murray, Town Counsel)
21. On this same day, Edgeway's attorney sent us a very disturbing letter threatening to eveict us if we refused to pay the rent demanded, and he said "it would be best for you to start making arrangements to relocate your residence away from the park."

- (See Ex.7 to the Motion, a true and correct copy of the letter dated July 10, 2006 to the Tramontanas from Danzil D. McKenzie, legal counsel for Edgeway Realty Trust)
22. On July 14, 2006, we sent a letter to Edgeway's attorney stating the rent increase was illegal, and that we were returning the rent checks that were rejected by Wayne Williams. (See Ex. 7 to the Motion, a true and correct copy of the letter and attachments dated July 14, 2006 to Danzil D. McKenzie, legal counsel for Edgeway Realty Trust from the Tramontanas)
 23. On August 15, 2006, Edgeway sent us a 15 day Notice to Quit for non-payment of rent, which frightened us and made us believe that we could be thrown into the street for protecting our rights. (See Ex. 8 to the Motion, the 15-Day Notice To Quit For Non Payment Of Rent)
 24. Thankfully, Edgeway never brought proceedings to evict us.
 25. However, as a result of our reporting the violation to the Attorney General and Middleborough Rent Board, Edgeway ultimately began to accept our \$280.00 rent payments, the approved rent amount allowed by the Rent Board.
 26. Over the last three years, I, individually and as a member of the Board of the Edgeway Homeowners Association, have complained to Edgeway management and reported to governmental authorities many violations to the Middleborough Rent Control Board, Middleborough Health Department, Massachusetts Attorney General's Office.
 27. On June 5, 2007, Edgeway Homeowners Association, of which I am a member, held a meeting to discuss approaching the Administrator of the park with concerns effecting the community, before initiating legal procedures.

28. In addition, a letter was signed and delivered by the Homeowners' Association to the Attorney General's Office seeking his advice on the growing concerns of the tenants. (See Ex. 12 to the Motion, a true and correct copy of such letter)
29. On July, 11, 2006, we reported to the Middleborough Health Department that raw sewage was running through our yard. (See Ex.10 to the Motion, a true and correct copy of Middleborough Health Department Complaint, dated July 11, 2006)
30. In addition, on June, 27, 2007, we reported to the Middleborough Health Department that the plastic sheeting under their mobile home unit (ordered removed under a Superior Court injunction), was causing odors and mildew inside their home. (See Ex.13 to the Motion, a true and correct copy of Middleborough Health Department Complaint dated June 27, 2007).
31. My understanding was that Edgeway was under a Court order to correct both of these issues.
32. As a result of my complaints, Edgeway did fix the septic system-- 3 years later-- and still refuses to remove the sheeting from our home site.
33. In addition, on July 9, 2007, Edgeway sent me a demand for new parking fees for "auxiliary" vehicles parked on the "undeveloped" property. (See Ex. 14 to the Motion, a true and correct copy of notice of fees demanded by Hiedi Belben, Office Management on July 9, 2007)
34. On July 23, 2007, at a Middleborough Selectmen's Meeting, the Board met with Edgeway Trustee Cory Farcas and his attorney Marsden, and Marsden stated to the Board that there isn't enough room in resident's yards to park an RV and as a result, an area is being provided where residents can pay a fee to park their RVs. (See Ex. 15

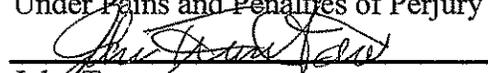
to the Motion, a true and correct copy of Middleborough Selectman's Meeting Minutes from July 23, 2007)

35. This was, again, an attempt by Edgeway to charge illegal fees. (See Ex.1 to the Motion, at 940 C.M.R. 10.03(2)(O))
36. The Attorney General ruled on August 2, 2007, and declared that the new fees were illegal. (See Ex. 14 to the Motion, a true and correct copy of letter from Attorney General's Office to Charles Jeans, President of Edgeway Homeowners' Association)
37. As a result of our protecting our right to park the RV, Edgeway retracted its request for fees.
38. We always have maintained our right to park the RV in the "designated area."
39. The RV parking spot has always been attached to our principal property rights at 68 Lyn Lane, and was not a courtesy, but a contractually agreed upon condition.
40. Edgeway Park Office Manager, Heidi Belben also sent a letter stating that our yearly sprinkler fee was due on June 29, 2007, and if it was not paid within 10 days we would be assessed a \$25.00 late fee. (See Ex.19 to the Motion, a true and correct copy of letter from Edgeway Park to Tramontanas, dated June 29, 2007)
41. On July 9, 2007, we responded with a letter to Edgeway explaining we declined the use of the sprinkler system when we moved into the Park. (See Ex.20 to the Motion, a true and correct copy of letter from Tramontanas to Edgeway dated July 9, 2007)
42. We again notified Heidi Belben that the irrigation was an option when we moved in, and that it was illegal to now make it mandatory. (See Ex. 1, at 940 C.M.R. 10.03(2)(O))
43. Moreover, on October 23, 2007, Edgeway Homeowners Association Board, including

me as Vice President, met with Board of Selectmen, Wayne Perkins, to discuss issues negatively impacting the community.

44. Issues discussed included removing the plastic sheeting under many homes, studying the ground water flow throughout the park and drastically improving drainage, improving the septic system, inadequate street lighting, problems with homeowners parking pad walls bowing and sagging, and concrete steps sinking and buckling, new and increased charges for services such as parking of RV's, and irrigation, all leases have expired with no new leases being offered, dead trees needing to be removed for homeowner's safety, etc. (See Ex. 12 to the Motion, a true and correct copy of Edgeway Homeowners Newsletter dated 10/31/07)
45. On December 2, 2007, we sent a letter to Edgeway Park management requesting the sidewalks leading to our steps be repaired. The damage was caused by the sand from under the house washing down under the cement causing the cement to lean to one side. (See Ex. 13 to the Motion, a true and correct copy of letter to Edgeway management from John Tramontana dated December 2, 2007) .
46. Within the last few months, we also have appeared at Selectmen's meetings to raise issues with the regulations that the Board has been attempting to pass, and I have spoken on several occasions at those meetings to complain about the continuing illegal practices of Edgeway toward its elder residents.

Under Pains and Penalties of Perjury



John Tramontana

Exhibit Tenant #5

January 24, 2006

Wayne Williams
Edgeway Park Realty Trust
228 Wareham Street
Middleboro, MA 02346

Sent Certified Mail - 7003 3110 0001 4367 3546

RE: Proposed Rent Increase

Dear Mr. Williams,

On Monday, January 23, 2006 the Middleborough Board of Selectmen held a meeting to discuss your proposed rent increase at Edgeway Mobile Home Park.

At that meeting, you agreed and acknowledged that Edgeway Park is under Rent Control, and therefore you must make application to the Board of Selectmen for any proposed rent increases. You further agreed and acknowledged that, until the Board of Selectmen has given approval, there can be no rent increase.

Please contact this office if you need any further information.

Sincerely,

Wayne C. Perkins, Chairman
BOARD OF SELECTMEN

cc: Board of Selectmen
John Dwyer, President
Tenants Association

COPY

DECAS, MURRAY & DECAS ATTORNEYS AT LAW
132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4233

GEORGE C. DECAS
DANIEL F. MURRAY
WILLIAM S. DECAS

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201

ATTORNEY OFFICE
132 NORTH STREET

SENT VIA FAX #: 508-946-9058

Post-It® Fax Note	7871	Date	7/10/06
To	Diane Hensault	From	DAN MURRAY
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

July 10, 2006

Diane Hensault, Secretary to
Board of Selectmen

RE: Edgeway Mobile Home Park - rent

Dear Diane:

You advised that the owner of the referenced park raised a rent check from the purchasers of a unit in the park. The purchasers bought the unit from a person who lived in the unit and was a tenant in the park at a specific rent. The park owner told the purchasers that the rent which they must pay is a higher amount than the specific rent paid by the person who sold the unit.

The rent levels at Edgeway have never been approved by the Board of Selectmen, the Rent Board under Middleborough's rent control statute.

It appears that earlier this year the park owner requested the Rent Board to approve an increase in the rent in the park. The Board of Selectmen advised the park owner in writing that he was not to increase rents in the park until the Rent Board considered and approved the rent amount pursuant to the owner's request.

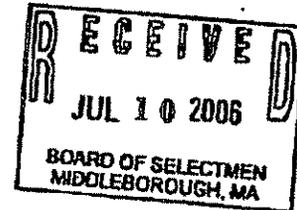
I view the Board of Selectmen's instruction to the park owner not to increase rent in the park as an order which is binding on the park owner. In my opinion the park owner's unilateral decision to raise the rent for an existing unit violates the order.

It seems to me that the rent for the unit which was recently sold should be the same as the rent paid by the seller of the unit before the sale until a new rent is approved by the Board of Selectmen. This approach would be consistent with the order of the Board of Selectmen.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM:f
92-237





July 10, 2006

By First-Class Mail

John and Carolyn Tramontana
68 Lyn Lane
Middleboro, MA 02346

Re: **Edgeway Realty Trust**

Dear Mr. and Mrs. Tramontana:

Our firm is legal counsel to Edgeway Realty Trust, the owner and operator of the adult mobile home park in which you seek to establish your residence. I understand from the Trustee, Mr. Wayne Williams, that you are unwilling to pay the requested rent for the land on which your home sits. The requested rent is \$350.00 and not \$320.00 or \$330.00 as you have offered to pay. If you are unwilling to pay the requested rent, it would be best for you to start making arrangements to relocate your residence away from the park. I trust that will not be necessary, and that you will conduct yourselves in a businesslike manner in your dealings with my client and pay the requested rent.

I would appreciate hearing from you by or before July 17, 2006 and, more importantly, my client would appreciate receiving your rent check for the month of July 2006.

Please contact me immediately if you have any questions about the foregoing request.

Very truly yours,


Denzil D. McKenzie

DDM/rl

cc: Mr. Wayne Williams

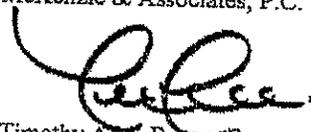
NOTICE OF IMPORTANT RIGHTS

Pursuant to the federal Fair Debt Collection Practices Act (15 U.S.C. § 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty day period that the debt or any portion thereof is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and (3) upon the consumer's written request within the thirty day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt. Any information obtained will be used for that purpose. The Federal Trade Commission has ruled that the federal Fair Debt Collection Practices Act does not preclude the institution of legal action prior to the expiration of the thirty-day period.

You have a right to prevent termination of your tenancy by paying or tendering to the undersigned the full amount of rent then due with interest and costs of suit within 15 days of the date first-written above, at the address below.

Should you have any questions, please contact me.

Edgeway Realty Trust,
By its attorneys,
McKenzie & Associates, P.C.



Timothy A.M. Fraser, Esq.
tfraser@McKenzieLawPC.com

cc: Edgeway Realty Trust

Exhibit Tenant #8

JUL 18 2006

July 14, 2006

Dear Attorney McKenzie,

Enclosed you will find 2 letters from the Middleboro rent board. It clearly states that Mr. Williams has no right to raises anyones rent until an increase is approved by the Rent Board.

To date, no increase has been approved, so I will continue writing monthly rent checks in the amount of \$330. A check dated June 28, was given to Mr. Williams that was \$10 short. On July 10, an additional check was given to him to make up the difference. We are new tenants and it was our first months rent. Future checks will be written for the \$330. If Mr. Williams continues to return my monthly rent checks because it is not for the amount he wants, than it is not that I am an unwilling to pay tenant. He is just unwilling to accept the amount due to him. If he wants more, than he should go before the rent board to ask for more. If they approve the increase, I will be glad to pay the difference. We do have rent control in the park, and any increase must meet their approval.

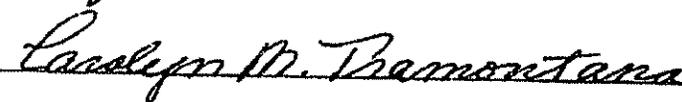
We moved into Edgeway Park to live a peaceful life. We have no intentions of making arrangements to relocate away from the park. Since we have broken no rules of the park, he has no grounds to evict us. If Mr. Williams continues harrassing us over this matter or any other issues, I will be forced to have our attorney start a harrassment suit.

I am sending Mr. Williams a copy of the 2 enclosed letters along with the 2 rent checks he returned to me. If he does not cash them, than that is his choice, but I will not be called an unwilling to pay tenant. He is unwilling to accept the amount the town says I am to pay, which is the same amount the previous owner paid.

Yours very truly,
Carolyn and John Tramontana
68 Lyn Lane
Middleboro, Ma. 02346

2 enc.





Carolyn M. Tramontana

Exhibit - Tenant #9

January 24, 2006

Wayne Williams
Edgeway Park Realty Trust
228 Wareham Street
Middleboro, MA 02346

Sent Certified Mail - 7003 3110 0001 4367 3546

RE: Proposed Rent Increase

Dear Mr. Williams,

On Monday, January 23, 2006 the Middleborough Board of Selectmen held a meeting to discuss your proposed rent increase at Edgeway Mobile Home Park.

At that meeting, you agreed and acknowledged that Edgeway Park is under Rent Control, and therefore you must make application to the Board of Selectmen for any proposed rent increases. You further agreed and acknowledged that, until the Board of Selectmen has given approval, there can be no rent increase.

Please contact this office if you need any further information.

Sincerely,

Wayne C. Perkins, Chairman
BOARD OF SELECTMEN

cc: Board of Selectmen
John Dwyer, President
Tenants Association

I am returning my 2 rent checks for July 06 in hopes, after reading the 2 enclosed letters, that you realize you can't raise our rent until an increase has been approved by the rent board.

John F. Truitt

Carolyn M. Truitt

150 Laurel Street

Wilmington, MA 01892

68 Lyn Lane
Middleboro, MA

June 28, 2006
Date

5798

53-7804/2113

Pay to the
order of

Edgeway Realty Trust

\$ 320.00

Three hundred twenty and 00/100

Dollars



ROCKLAND FEDERAL CREDIT UNION

Total

For Deposit For July 06

Carolyn M. Truitt

⑆2663733481934 665739⑈5798

www.rocklandfcu.com

ENCLOSE HERE:

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USE ONLY



The following security features (and others not listed) exceed industry standards:

Security Features:

Security Screen

Microprint Signature Line

Chemical Sensitivity

Padlock Icon

Document appearance if altered:

- Absence or modification of "Original Document" screen on back of check
- Absence of tiny words or dotted line appear in signature line
- Colored stains or spots appear with chemical alteration
- Absence of padlock icon

CPadlock design is a certification mark of Check Payment Systems Association

ENDORSE HERE:

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY



The following security features (and others not listed) exceed industry standards:

Security Features	Document appearance if altered:
Security Screen	• Absence or modification of "Original Document" screen on back of check
Microprint Signature Line	• Absence of tiny words or dotted line appear in signature line
Chemical Sensitivity	• Colored stains or spots appear with chemical alteration
Padlock Icon	• Absence of padlock icon

Padlock design is a certification mark of Check Payment System Association

John G. Trammontana

Carolyn M. Trammontana

189 Vermont Street

Whitman, MA 02882

68 Lyndane
Middleborough, MA

July 10, 2006
Date

5828

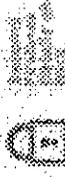
53-7334/2113

Pay to the
order of

Edgeway Realty Trust
Ten and 7/10

\$ 10.00

Dollars



ROCKLAND FEDERAL CREDIT UNION

difference

For July payment

Carolyn M. Trammontana

⑆ 2123733481934165739⑈ 5828

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McKenzie & Associates, P.C.
Counselors at Law

August 10, 2006

VIA CONSTABLE, CERTIFIED MAIL & FIRST-CLASS MAIL

John and Carolyn Tramontana
68 Lyn Lane
Middleborough, MA 02346

Re: 15-DAY NOTICE TO QUIT FOR NONPAYMENT OF RENT

Dear Mr. & Ms. Tramontana:

Our firm represents your landlord, Edgeway Realty Trust. This letter is in companion to the original letter sent via First-Class Mail and Certified Mail.

With respect to your residence located at 68 Lyn Lane, Middleborough, MA 02346, please be advised that you are currently in arrears in the payment of rent in the amount of \$380.00, detailed as follows:

Due Date	Amount
July, 2006	\$ 30.00
August, 2006	<u>\$350.00</u>
TOTAL	<u>\$380.00</u>

Pursuant to Mass. Gen Laws ch. 140 § 32J, and Code of Mass. Regs. § 10.08, your rent being in arrears, you are hereby notified that you have fifteen days from that date first written above to pay the overdue rent with respect to the premises now held by you as a tenant, namely:

68 Lyn Lane
Middleborough, MA 02346

If you fail to cure the arrearage, I shall take due course of law to evict you as provided by M.G.L. c. 140 § 32J, and C.M.R. § 10.08.

PLEASE NOTE

ANY MONIES TENDERED BY THE TENANTS AND ACCEPTED BY THE LANDLORDS, OR THEIR AGENTS, AFTER RECEIPT OF THIS NOTICE ARE ACCEPTED FOR USE AND OCCUPANCY ONLY AND NOT AS RENT, AND WITHOUT IN ANY WAY WAIVING ANY AND ALL RIGHTS UNDER THIS NOTICE TO QUIT FOR NON-PAYMENT OF RENT OR UNDER ANY SUBSEQUENT SUMMARY PROCESS PROCEEDING. THE LANDLORDS HEREBY RESERVE THE RIGHT TO ACCEPT MONIES HEREUNDER WITHOUT REESTABLISHING ANY NEW TENANCY. YOU ARE NOTIFIED TO PRODUCE AT THE TRIAL OR ANY SUBSEQUENT SUMMARY PROCESS ACTION OR ANY CONTINUANCE THEREOF, THE ORIGINAL OF THIS NOTICE TO QUIT FOR NON-PAYMENT OF RENT.

IF YOUR TENANCY IS SUBSIDIZED UNDER THE SECTION 8 PROGRAM, IT CAN BE TERMINATED ONLY FOR SERIOUS OR REPEATED VIOLATION OF FEDERAL, STATE OR LOCAL LAWS OR FOR OTHER GOOD CAUSE.

44 School Street, Suite 1100
Boston, MA 02108-4201
Tel. 617-723-0400 • Fax 617-723-7234

A TRUE COPY ATTEST:

R. S. Barlow 8-15-06

**ROBERT S. BARLOW - CONSTABLE
A DISINTERESTED PERSON**

RENT CONTROL HEARING - EDGEWAY MOBILE HOME PARK

1/24/11

OWNER EXHIBITS

Owner Exhibit #1 #21

17 McGann
Lyn Lane

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

Lease agreement made and entered into on Sept 31, 2005 between Edgeway Realty Trust, in Middleboro, Massachusetts, here in after referred to as "lessor" and _____ of Camus M. McPhee referred to as "lessee".
17 Lyn Lane
Middleboro, MA 02346

In consideration of lessee's representations in lessee's application for tenancy, and lessee's payment of the rent and performance of the other provisions of this Lease, lessor leases to lessee Lyn Lane in the manufactured housing community commonly known as Edgeway Manufactured Home Park located in Middleboro, Plymouth County, Massachusetts which lot is hereinafter referred to as the "premises".

**SECTION ONE
OCCUPANCY**

Only the individuals whose names appear on the signature page hereof may occupy the Premises, and should any other persons occupy the Premises, it shall be considered a material default of this Lease.

**SECTION TWO
TERM**

This Lease shall be in accordance with exhibit "D" attached hereto and entitled Important Notice required By Law. If lessee takes possession of the premises prior to the commencement date of this lease, Lessee shall pay rent at the rate and in the manner required by this Lease. Such possession in all other respects shall be subject to the applicable provisions of this Lease.

**SECTION THREE
NOTICE OF INTENTION TO VACATE OR RENEW**

At least thirty (30) days before the end of this lease, lessee shall notify lessor in writing that the premises will be vacated at the end of this lease.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

**SECTION FOUR
RENT**

The Lessee hereby agrees to pay in advance as rent:

\$ 320.00 each month commencing on the 1st day of Oct 2005 and
ending on Oct 2010.

The rent will adjust with the rates of Social Security Cost of living. Written notice will be presented thirty (30) days before increase will start.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION FIVE QUIET ENJOYMENT

Upon Lessee's paying the rent and performing all of the other provisions of this Lease, Lessor agrees that Lessee shall peacefully and quietly have, hold, and enjoy the term of this Lease.

SECTION SIX USE OF PREMISES

Lessee is to occupy the premises for a private dwelling and for no other purpose whatsoever. Lessee shall use and occupy the Premises in a clean and wholesome manner and in compliance with all applicable governmental requirements and all rules promulgated by lessor relating to such occupancy. Lessee shall not use or operate any equipment of machinery that is harmful to the Premises, or which is disturbing to other residents of the manufactured housing community. Lessee shall not employ any person or persons in or about the Premises whose employment may, by law, constitute or create a liability on the part of Lessor.

SECTION SEVEN PARKING

If parking space(s) are provided in conjunction with the Lease of the Premises, Lessee shall occupy and use such parking space(s) as set forth by Lessor in its Rules and Regulations.

SECTION EIGHT CONDITION OF PREMISES

Lessee agrees that no representation as to conditions or repair of the Premises, and no promise to alter, repair or improve the Premises has been made except as contained in this Lease. Lessee shall keep the premises, during the term of this Lease, in good repair, and at the expiration hereof, yield and deliver up the same in like condition as when taken, subject to reasonable wear and tear excepted and provided, further, that it is hereby understood and acknowledged that this is a lease only and Lessee is not responsible for any repairs, maintenance of otherwise to the land and its substructures, except those items listed under section twenty-one below.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION NINE ALTERATIONS OR IMPROVEMENTS

Lessee shall make no alteration, decorations, additions or improvements in or to the Premises or to Lessor's equipment or fixtures in the Premises. Lessee shall not install any fixture or equipment without Lessor's prior written consent, and then only by contractors and mechanics first approved in writing by Lessor, provided that lessor shall not unreasonably withhold his approval. Any such installation by Lessee without Lessor's prior written consent may be removed by lessor, and Lessee shall pay Lessor's costs of removal on the next monthly rental due date. In the event that Lessor's written consent is received, Lessee shall cause such work to be done at such times and in such a manner as lessor shall reasonably designate in writing, and Lessee shall pay for the same in a prompt manner. Any mechanic's lien filed against the premises or the manufactured housing community for work claimed to have been done for, or materials claimed to have been furnished to lessee, shall be discharged by the Lessee within thirty (30) days thereafter. Lessor shall have the right, but not the obligation, to pay or discharge any such mechanic's lien. If Lessor should elect to exercise this right, Lessee shall pay Lessor the amount so expended on the next ensuing monthly due date.

SECTION TEN RESERVED RIGHT TO ENTER THE PREMISES

Lessor reserves the right as may be allowed by law, to inspect, repair, alter or to add to the Premises at all reasonable times, and to exhibit the Premises to prospective residents, purchasers or others as may be allowed by law. The Term "premises" as used in this paragraph does not include Lessee's manufactured home.

SECTION ELEVEN RULES AND REGULATIONS

Lessee shall comply with all of the attached rules and regulations governing the Premises and the Manufactured housing community and shall also comply with all of Lessor's changes and additions to the Rules and Regulations that are permitted under Massachusetts law concurrently with the execution of this Lease. Lessee acknowledges receipt of a copy of the Rules and Regulations of the manufactured housing community.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION TWELVE ADJUSTMENT

Lessor shall have the right to make the following adjustments in this Lease upon written notice to Lessee or not less than thirty (30) days.

- A. Changes required by federal, state or local law or rule or regulations.
- B. Changes in rules relating to the property, including the Premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the manufactured housing community,

SECTION THIRTEEN DAMAGE BY FIRE AND OTHER CASUALTY

If the Premises are partially damaged by fire, tornado or other casualty, but can be restored to tenable condition, Lessor shall repair the Premises with reasonable dispatch. Lessee's obligation to pay rent shall be suspended during the time the Premises remain untenable. If the Premises are destroyed by fire, tornado or other casualty, or if the premises cannot be restored to tenable conditions within a reasonable time, either party shall have the right to terminate this Lease by thirty (30) days notice to the other.

SECTION FOURTEEN LESSOR'S NON-LIABILITY

Lessor shall not be liable for damages to person or property sustained by the Lessee or lessee's employees, servants, invitees, or other persons whose presence on the Premises is due to the Premises becoming out of repair or whose presence arises from the necessity of repair of gas, steam, water, or sewer pipe leaks, or from defective wiring unless such damage is proximately caused by the negligence of lessor or Lessor's employees. Lessor shall not be responsible or liable to lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the leased Premises. In addition, Lessor shall not be liable for any damage or injury to any person or property which occurs on the Premises resulting from the use of the play-ground or recreational facilities of Lessor.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION FIFTEEN ABANDONMENT OF VACATING OF MANUFACTURED HOME

If Lessee abandons the manufactured home placed on the Premises, for whatever reason, and if Lessor is required to remove the manufactured home, after notice to Lessee at Lessee's last known address, Lessee shall be responsible for any and all expenses incurred in removing the manufactured home or other property from the Premises.

SECTION SIXTEEN DEFAULT

If Lessee should default under this Lease or if Lessee's statements in the rental application are incorrect or false, Lessor shall have the right, among others, to terminate this lease and to repossess the premises and cause Lessee to vacate the Premises in the manner provided by law. If this should occur Lessee shall pay Lessor the expenses incurred in obtaining possession of the Premises and all other damages sustained by Lessor to the extent permitted by law.

SECTION SEVENTEEN REMEDIES NOT EXCLUSIVE

Each of the rights provided in this lease shall be cumulative.

SECTION EIGHTEEN SEVERABILITY

If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease which shall continue to remain in full force and effect.

SECTION NINETEEN WAIVER

If Lessor should waive any provisions of this lease, it shall not be construed as a waiver of a further breach of such provision.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION TWENTY TAXATION

In the event a tax, assessment, or other charge shall be imposed by any governmental entity upon Lessor on account of the existence of manufactured homes, garages or sheds on lessor's real property, Lessee agrees to reimburse Lessor for Lessee's Proportionate share of such taxes, assessments, of charges, as ordered by the town of Middleboro Rent Control Board of Selectmen.

SECTION TWENTY-ONE FACILITIES AND UTILITIES

Lessee shall pay for all gas, heat electricity and telephone, and Lessor shall pay for water, sewage and garbage service, except for underground water sprinkler usage (see separate water agreement). Lessor to be responsible for road, driveway, and park maintenance. Lessee to maintain lawn and handle snow removal. Lessor to be responsible to remove any trees on site if necessary.

SECTION TWENTY-THREE LIABILITY OF MORE THAN ONE LESSEE

In the event that this lease should be signed as Lessee by more than one person, then the ability of the persons signing shall be joint and several.

SECTION TWENTY-FOUR BINDING EFFECT

The provisions of this lease shall be binding upon and shall be for the benefit of Lessor and Lessee and their respective successors in interest.

LEASE OF SPACE IN EDGEWAY MANUFACTURED HOME PARK

SECTION TWENTY-FIVE

TRUTH IN RENTING ACT & OTHER STATUTORY PROVISIONS

Lessee and lessor specifically agree that this lease shall not and is not intended to violate or waive any of the provisions of the Truth in Renting Act or any of the statutes referred to in the Truth in Renting Act relating to fitness and habitability, security deposits, civil rights, civil rights of handicapped persons, and consumer protection. If, however, any Provisions of the Lease do, in fact, violate or waive any of the above statutes, then such provisions shall be null and void but the other provisions of this lease shall continue to remain in full force and effect.

SECTION TWENTY-SIX

RIGHT OF FIRST REFUSAL

Should lessee decide to sell their mobile / manufactured home, lessee agrees to give Edgeway Management first right to match any bonafide offer, plus a dollar, less the Real Estate fees, to purchase that is acceptable to the lessee. All offers to purchase that are acceptable to the lessee must be forwarded to the lessor at: Wayne Williams, Trustee

228 Wareham St.
Middleboro, MA 02346

SECTION TWENTY-SEVEN

INTERPRETATION

This Lease shall be construed according to the laws of the Commonwealth of Massachusetts.

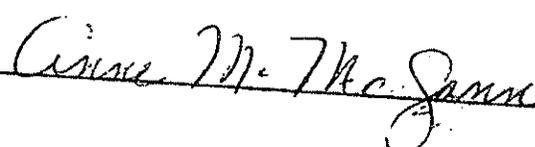
Executed as a sealed instrument this 30th day of September.

EDGEWAY REALTY TRUST

LESSOR

By: 
Wayne Williams, Trustee

LESSEE(S)

By: 
By: _____

Owner Exhibit #2 #2

Edgeway Realty Trust (1/18/2011)

Last Name:	Address:	Date of Ten:	Lease:	At-will:	Lease Exp.	Rent:
Brown	162 Wesley	8/2009	yes	no	8/2014	\$ 290.00
Chiago	58 Lyn	9/2003	no	yes		\$ 320.00
Clark	24 Wesley	10/2001	no	yes		\$ 290.00
Clenott	38 Lyn	8/2009	yes	no	8/2014	\$ 280.00
Codliano	57 Lyn	7/2002	no	yes		\$ 290.00
Coughlin	95 Wesley	12/2003	no	yes		\$ 320.00
Croce	126 Wesley	12/2002	no	yes		\$ 312.00
Crosby	143 Wesley	6/2001	no	yes		\$ 280.00
Doyle	80 Wesley	2/2010	yes	no	3/2015	\$ 350.00
Dwyer	72 Wesley	5/2003	no	yes		\$ 312.00
Dyer	47 Lyn	1/2002	no	yes		\$ 290.00
Eubank	18 Lyn	8/2000	no	yes		\$ 280.00
Fickett	108 Wesley	8/2009	yes	no	8/2015	\$ 312.00
Fillion	88 Wesley	10/2003	no	yes		\$ 320.00
Fruel *	87 Wesley	12/2002	no	yes		\$ 290.00
Gladi	123 Wesley	11/2002	no	yes		\$ 312.00
Gonsalves	92 Wesley	7/2009	yes	no	7/2014	\$ 312.00
Gorman	100 Wesley	12/2002	no	yes		\$ 312.00
Grant	118 Wesley	8/2002	no	yes		\$ 312.00
Gray	132 Wesley	12/003	yes	no	2/2011	\$ 312.00
Husted	24 Lyn	8/1899	no	yes		\$ 280.00
Jackson	151 Wesley	10/2005	no	yes		\$ 290.00
Jears	46 Lyn	7/2001	no	yes		\$ 290.00
King	64 Lyn	5/2001	no	yes		\$ 280.00
Landry	36 Wesley	6/2002	no	yes		\$ 290.00
Lee	127 Wesley	10/2002	no	yes		\$ 290.00
Lynch	29 Lyn	9/2002	no	yes		\$ 290.00
Malcolm	52 Lyn	9/2001	no	yes		\$ 290.00
Mahanor	69 Lyn	9/2007	no	yes		\$ 312.00
Martin	174 Wesley	2/2006	yes	no	2/2011	\$ 280.00
McDonald	145 Wesley	4/2007	no	yes		\$ 280.00
McGann	17 Lyn	10/2005	yes	no	10/2010	\$ 320.00
Murdock *	63 Lyn	4/2003	no	yes		\$ 312.00
Nardone	35 Lyn	10/2001	no	yes		\$ 290.00
Norton	60 Wesley	5/2002	no	yes		\$ 290.00

EXHIBIT 1

Owner

Edgeway Realty Trust

Last Name:	Address:	Date of Ten:	Lease:	At-will:	Lease Exp.	Rent:
Nourse	11 LYN	7/2001	no	yes		\$ 280.00
Oliveira	12 LYN	11/1999	no	yes		\$ 280.00
Parkinson	147 Wesley	1/2010	yes	no	2/2015	\$ 275.00
Pardue *	87 Wesley	1/2010	no	yes		\$ 312.00
Parotta	112 Wesley	12/2002	no	yes		\$ 342.00
Perry	40 LYN	7/2007	no	yes		\$ 280.00
Quagan	10 Wesley	11/2008	no	yes		\$ 280.00
Ritcey	133 Wesley	10/2010	yes	no	10/2015	\$ 350.00
Robertson	23 LYN	12/2001	no	yes		\$ 290.00
Roseman	139 Wesley	7/2009	yes	no	7/2014	\$ 280.00
Rossi	41 LYN	3/2002	no	yes		\$ 290.00
Saunders	74 LYN	7/2007	no	yes		\$ 320.00
Short	51 LYN	6/2002	no	yes		\$ 290.00
Tamontana	68 LYN	6/2002	no	yes		\$ 280.00
Webber	30 LYN	6/2000	no	yes		\$ 280.00
Wellington	135 Wesley	1/2002	yes	no	9/2015	\$ 290.00
Warden	69 LYN	12/2008	no	yes		\$ 320.00
Warden	75 LYN	6/2010	yes	no	6/2015	\$ 320.00
vacant	68 Wesley	8/2006		yes		\$ 350.00
						\$ 15,871.00

Handwritten notes: \$320.00 7/1/10

accommodation; excepting for this definition, however, any person who occupies a mobile home park accommodation pursuant to a proprietary lease as defined in General Laws Chapter 157B at Section 4, as a shareholder of a Chapter 157B Cooperative Housing Corporation.

L. Fair Market Value: Fair Market Value of property shall mean the current assessed valuation of the property or other valuation that the Board on basis of evidence presented before it considers more appropriate to the circumstances of the case before it. The Board shall evaluate all evidence presented by any party regarding the fair market value.

M. Fair Net Operating Income: Fair net operating income shall be that income which will yield a return to the Owner of a Mobile Home Park, after all reasonable operating expenses, on the fair market value of the Mobile Home Park, equal to the debt service rate for similar-type property generally available from institutional first mortgage lenders, a reasonable fair-market yield spread over the debt service rate or other rates of return that the Board on the basis of evidence presented before it considers more appropriate to the circumstances of the case. The Board shall evaluate all evidence presented by any party regarding the fair net operating income.

Section 2 – Maximum Rent:

- A. The maximum rent for mobile home park accommodations which a park owner may charge a tenant shall be as follows:
1. For mobile homes which are in existence, occupied by a tenant or occupant and subject to a rental housing agreement on the date these Rules and Regulations are adopted, the maximum rent shall be the rent set forth in Addendum A.
 2. For new mobile homes which have not been previously sold by the park owner and are not occupied by a tenant or occupant under a rental housing agreement on the dates these Rules and Regulations are adopted, the maximum rent shall be the rent set by a rental housing agreement between the park owner and the tenant or occupant of the home. The maximum rent may be higher or lower than the maximum rent for other mobile homes in the park when the rental housing agreement is made.
 3. For mobile homes which were previously sold by the park owner and/or occupied by a tenant or occupant under a rental housing agreement which is no longer in effect, the maximum rent shall be the rent set by a new rental housing agreement between the park owner and the new tenant or occupant of the home. The maximum rent shall not exceed the following:
 - a) If the park owner is offering new mobile homes for sale at the time the new rental housing agreement is made, the maximum rent shall

not exceed the rent then being offered to purchasers of new mobile homes.

b) If the park owner is not offering new mobile homes for sale at the time the new rental housing agreement is made, the rent shall not exceed the highest rent then being paid by other tenants/occupants in the park.

4. Maximum rent for mobile home park accommodations may be adjusted from time to time by the Board pursuant to Section 4 and Section 5 of these Rules and Regulations. Maximum rent for mobile home park accommodations may also be adjusted under a rental housing agreement which provides for a rent adjustment based on application of a yearly consumer price index factor as described in Section 4-D.

B. No increase in maximum rent for a mobile home accommodation shall be effective unless:

1. The increase is approved by the Board pursuant to Section 4 and Section 5.
2. The increase is based on a yearly consumer price index factor approved by the Board; or
3. The increase is provided for by a yearly consumer price index factor under a rental housing agreement.

Section 3 – Registration:

The Board shall require registration of all mobile home park accommodations on forms approved by it within ninety (90) days of the approval of these regulations and annually on June 30th. A copy of registration shall be provided to tenants of the mobile home park upon their written request. Any new or additional accommodation must be registered prior to occupancy thereof. No petition for an upward adjustment of maximum rent shall be accepted by the Board until all statements and information required to be filed under this Section 3 have been filed and any such petition prior to such filing shall not be entertained by the Board. The Board shall require the following:

1. The legal name, address and business telephone of the owner;
2. The identification of each unit of mobile home park accommodations;
3. The legal name, address and business telephone of the manager;
4. The identification of each Tenant in the mobile home park, including the date the Rental Housing Agreement began, the date on which it terminates, or whether it is a tenancy at will, and the amount of rent due each month;

Owner exhibit #5
#5

HOME SITE AGREEMENT

This home site agreement is entered into on the ___ day of _____, _____, between Oak Point
Oak Point and _____ ("Home Owner")
whose current address is _____ and
whose address at Oak Point shall be _____ (the "Home
Site").
Style of home on the Home Site: _____ ("Home").

1. BASIC AGREEMENT TERMS.

Home Site: The premises being leased is the parcel of land with improvements thereon located at the address
shown above within Oak Point, Middleborough, Massachusetts ("the Community"). The Community is described
in Exhibit A. The Home Site is shown on a plan attached as Exhibit B.

Commencement Date: The date on which this Agreement begins is:

the ___ day of _____ in the year _____.

The Closing Date under the Sale Agreement. If this box is checked, Oak Point and the Home Owner
agree that the Commencement date shall be the date that the Closing occurs.

The Original Occupant(s) of the Home for the purposes of this Agreement will be _____

Lease Year: The twelve-month period beginning on the Commencement Date if the Commencement Date is the
first day of the month. If the Commencement Date is not the first day of the month, the Lease Year shall begin on
the first day of the month following the Commencement Date.

Initial Annual Base Rent: The initial annual base rent for the first year is
_____ thousand _____ dollars and _____ /100 (\$ _____)

The rent is payable in equal monthly installments of
_____ hundred _____ dollars and _____ /100 (\$ _____)

The Base Rent is subject to annual increases as provided in this Agreement.

2. LIFETIME OCCUPANCY FOR HOME OWNER OR ORIGINAL OCCUPANT.

The Home Owner or the Original Occupant, if different, shall be entitled to occupy the Home Site as long as
he/she/they continue to pay all rent and any other amounts due under this Agreement and to abide by the terms of
this Agreement and the Community's Rules and Regulations.

3. USE AND OCCUPANCY.

(A) Oak Point hereby leases the Home Site to the Home Owner on the terms stated in this Agreement.

(B) The Home Owner agrees to occupy a manufactured home (the "Home") on the Home Site or to purchase a
Home and lease the Home Site for an individual who will occupy the Home with the prior approval of Oak Point.
The individual who is identified and approved to occupy the Home as of the date of this Agreement shall be the
"Original Occupant."

(C) If this Agreement is executed by the trustee or trustees of a revocable or irrevocable trust who is the Home
Owner, the right to occupancy under this Agreement shall be limited to the beneficiary or beneficiaries of such
trust designated as the Original Occupant(s) herein who have executed and are a party to this Agreement and who
meet the criteria for the Community. All provisions herein shall be applicable to each such beneficiary as if he or
she was the Home Owner hereunder. Furthermore, such beneficiary or beneficiaries shall be subject to all
restrictions contained in the Community's Rules and Regulations. Such beneficiary or beneficiaries shall be jointly
and severally personally and primarily liable with such Trustees for all obligations of such Trustees hereunder and
under the Community's Rules and Regulations and shall have the sole and exclusive right to occupy the Home
Site, which right is only assignable in accordance with Section 6 hereof.

Initial: _____
Initial: _____
Date: _____

(D) The Home may be used for residential purposes only, and such other non-residential activities that comply with local zoning and other laws, and which are consistent with the Rules and Regulations of the Community. The Home Owner agrees to occupy and maintain the Home and the Home Site in conformance with all state and local laws, including Massachusetts General Laws Chapter 140, the terms of this Agreement and the Rules and Regulations of the Community.

(E) The Home Owner acknowledges that Oak Point is intended and operated for occupancy by persons 55 years of age or older. Home Owner agrees to comply with all rules and regulations required to maintain Oak Point's status as a 55 or over housing community. Home Owner will use and occupy the Home in a manner that is consistent with a 55 or over housing community.

(F) The description of the Home is attached as Exhibit C.

(G) The Home Owner shall have the right to use the driveway on the Home Site and the right to use in common with other home owners, all walkways, common driveways, roads and utilities serving the Home Site, as well as other common areas and recreational facilities, subject to Oak Point's Rules and Regulations.

(H) The Home Owner's rights are subject to easements for the benefit of Oak Point, other home owners, utility companies and/or other third parties relating to the use of common driveways, roads, utilities and common areas of the Community. For the purposes of illustration, without limitation, the common driveways on the Home Site are intended to be shared in common with other residents of Oak Point and Home Owner shall not park vehicles in, or otherwise restrict access to, such common driveways.

4. **RENT.** The Annual Base Rent shall be paid to Oak Point at the address above or such other address as Oak Point designates. Payment shall be made on the first day of each month, in advance, beginning on the Commencement Date. If the Commencement Date is other than the first day of the month, the Home Owner shall pay a pro rated amount for the first (partial) month.

5. **RENT INCREASES.**

A) The Annual Base Rent shall increased or decreased by the annual percentage change in the Consumer Price Index ("CPI"), as defined below. The annual percentage change in the CPI shall be calculated by comparing the most recent CPI available (the "Current CPI") as of the date Oak Point prepares the rent increase notice for the applicable Lease Year with the CPI for the same date in the prior Lease Year (the "Prior CPI"). The increase in rent shall be calculated by multiplying the Annual Base Rent in effect for the prior Lease Year by the percentage increase in the Current CPI over the Prior CPI. For example, if the Current CPI is 2% more than the Prior CPI, the Annual Base Rent will increase by 2%. The Consumer Price Index used to make these calculations will be the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, all Items (unadjusted) (1982-84 = 100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor. In the event that the CPI is no longer published, Oak Point shall designate a similar index as published by any successor governmental agency.

(B) **Increased License Fee.** Included in the Annual Base Rent is the sum of \$12.00 per month for the license fee as determined by the Town of Middleborough pursuant to Massachusetts General Laws, Chapter 140, Section 32G. If the license fee is increased at any time during the Term of this Agreement, the Rent shall be adjusted to reflect such increase. However, unless the Massachusetts Legislature amends the provisions of Massachusetts General Law Chapter 140, Section 32G, the license fee shall not exceed \$12.00 per month.

(C) Increases in Annual Base Rent shall be effective on each anniversary of the Commencement Date. The yearly increase in the Annual Base Rent for each Lease Year shall be divided by twelve and 1/12 of the increase will be added to the monthly installment of the Annual Base Rent for the prior Lease Year. Within 30 days of any increase in Annual Base Rent, Oak Point shall deliver to the Home Owner a written statement showing how the increase was computed.

6. **TERM/SUBLEASE/ASSIGNMENT/SALE.**

The Term of this Agreement shall be five (5) years beginning on the Commencement Date. At the end of the initial five years, the Home Owner or Original Occupant shall be entitled to continue to occupy the Home Site for as long as he/she/they continue to abide by the terms of this Agreement and the Community Rules and Regulations and to pay rent and any other sums due under this Agreement, which rent and other sums may only be increased or charged in accordance with the terms of this Agreement.

The assignment of this Agreement, subleasing of the Home Site or sale of the Home shall be governed by the following:

Initial: _____
Initial: _____
Date: _____

(i) During the 5-year Term of this Agreement: (a) Upon the sublease of the Home Site for a period of more than two (2) years which extends beyond the 5-year Term of this Agreement, Oak Point may require that the Annual Base Rent be increased as of the end of the second year of the sublease to the Adjusted Rent as defined below. (b) Upon the assignment of this Agreement in connection with the sale of the Home, Oak Point may as a condition of its consent, require the assignee to enter into a new Agreement at the expiration of the original 5-year Term at the Adjusted Rent.

(ii) After the 5-year Term of this Agreement: (a) Upon the sublease of the Home for a period of two (2) years or more, Oak Point may require that the Annual Base Rent be increased as of the end of the second year of the sublease to the Adjusted Rent. (b) Upon the sale of the Home, Oak Point may require that a new agreement be entered into for the Home Site on Oak Point's then current form of Home Site Agreement at the Adjusted Rent.

Any assignment or subletting shall be subject to Oak Point's prior written consent, which will not be unreasonably withheld but may be subject to the requirements and/or conditions described above. Oak Point's consent to any assignment of this Agreement, sublease of the Home Site, or execution of a new agreement shall be provided by Oak Point if the assignee or sublessee or proposed home owner meets the then applicable Rules and Regulations of the Community and provides reasonable evidence of financial ability to pay the rent and other charges due from the Home Owner under this Agreement or the new Agreement, as the case may be. Oak Point may require financial statements, prior years' income tax returns, and/or character and credit reference on any proposed sublessee or assignee, and the Home Owner shall provide such statements upon request. In the case of any assignment of the Lease or sublease of the Home Site, the Home Owner named in this Agreement shall remain obligated under this Agreement unless specifically released in writing by Oak Point.

The "Adjusted Rent" shall be the lower of either (1) the rent for similar Home Sites at Oak Point at the time of the adjustment, or (2) one hundred thirty percent (130%) of the Annual Base Rent in effect under this Agreement at the time of the adjustment.

7. HOME OWNER'S OBLIGATIONS.

(A) The Home Owner will pay for all utilities and utility services which are separately metered at the Home Site or otherwise billed directly to the Home Owner by a party other than Oak Point. Examples of those types of utilities and utility services include, without limitation, electricity, water, gas, telephone, cable service and (if a municipal system is extended into Oak Point) sewage. In the event that Home Owner fails to pay all utilities billed to Home Owner by a party other than Oak Point, Oak Point shall be entitled to make such payments on behalf of Home Owner and Home Owner agrees to reimburse Oak Point within ten (10) days of written request.

(B) The Home Owner is also obligated to do the following:

- (1) remove garbage and trash in a sanitary manner to a location designated by Oak Point on the Home Owner's common driveway in accordance with the requirements of the Board of Health of Middleborough;
- (2) maintain the Home and Home Site in a first class condition;
- (3) make any repair at Home Owner's expense to utility facilities in or outside the Home if damage is caused by Home Owner's or occupants' negligence, misuse or failure to maintain.

(C) If the Home Owner does not perform its obligations noted above, Oak Point has the right to have such work done at the Home Owner's expense, subject to the provisions of Section 18.

8. **ACKNOWLEDGEMENT OF COVENANTS.** The Home Owner acknowledges that the Home Owner has read and agrees to comply with the Declaration of Restrictive Covenant, dated January 25, 1991, and the Declaration of Restrictive Covenant, dated July 15, 1993. Copies of those documents are attached as Exhibit F.

9. **OAK POINT'S OBLIGATIONS.** Oak Point is obligated to do the following:

(A) **Utility Connections.** Oak Point shall provide connections for water, sewer, gas and electrical service to the Home Site and shall install these basic utilities to the point of connection at the Home Site. Oak Point will maintain them in good repair and operating condition without charge to the Home Owner, except where damage to any connection is caused by the negligence or willful misconduct of the Home Owner.

(B) **Common Areas and Service.** Oak Point shall maintain and operate the Common Areas (including the recreational facilities) in good repair, clean and free from debris, rubbish and garbage, and in compliance with applicable health and safety laws. Oak Point agrees to collect garbage and rubbish from designated

Initial: _____
Initial: _____
Date: _____

add to copy

locations on the common driveways, to remove snow and ice from driveways, common driveways, common sidewalks and roads, and to maintain common areas and home sites, lawns and landscaping (provided, however, that additional gardens or plantings installed by any home owner shall be maintained by that home owner). Oak Point agrees to maintain all community roadways that are part of the Common Areas and all exterior lighting and signage within the Common Areas of the Community.

(C) The Home Owner acknowledges that Oak Point may assist in the removal of snow and ice from the stairs and walkways at the front of the Home Site strictly as a courtesy to the Home Owner but shall have no legal obligation to do so.

(D) The "Common Areas" shall include Oak Point's roadways, common walkways, common sidewalks, recreational facilities and open space (developed or undeveloped) and either an on-site wastewater treatment facility or, if the municipal wastewater system is extended to Oak Point, the facilities necessary to connect to the municipal wastewater system.

10. COST INCREASES BEYOND OAK POINT'S CONTROL. Oak Point has included in the Base Rent an amount sufficient to pay the current estimated operating costs for the Community, including, without limitation, trash removal, recreation facility maintenance, common area utilities, appropriate insurance coverage, real estate tax expense, sewage treatment plant operating costs, snow removal, landscaping care and other common area costs. In the event that any of these expenses is increased in any one year by more than seven percent (7%) due to acts of God, acts of nature, strikes, shortages, emergencies or other events outside of the reasonable control of Oak Point, Oak Point reserves the right to increase the Base Rent by an amount equal to the Home Owner's proportionate share of the amount of the increase that exceeds seven percent (7%). For such costs that are fixed in nature (i.e. that are not directly related to the number of homes in occupancy), Home Owner's proportionate share shall be based on the amount of such increase in excess of seven percent (7%) divided by seven hundred (700). For such costs that are variable in nature (i.e. that are directly related to the number of homes in occupancy), Home Owner's proportionate share shall be based on the amount of such increase in excess of seven percent (7%) divided by the average number of home site agreements in effect during the year of the increase. (Such average shall be calculated by taking the sum of the number of such costs that are by nature a combination of fixed and variable (i.e. that are in part but not entirely related to the number of homes in occupancy), Landlord shall determine, in Landlord's judgement, which portion of such cost shall be treated as fixed and which portion shall be treated as variable and shall calculate the Home Owner's proportionate share accordingly. In the event that the cost increase is temporary in nature, the increase in Base Rent provided hereunder shall be reduced at such time as the amount of the increased cost has been recovered and is no longer being incurred. The Home Owner shall not be obligated to pay increases in expenses that are due solely to events within Oak Point's control including increases in expenses directly related to the number of home sites occupied in the Community or directly caused by the gross negligence or willful misconduct of Oak Point. Any proposed increases in rent shall be subject to applicable law and regulations.

11. MAINTENANCE. ALTERATIONS. INSPECTION. The Home Owner covenants to agree to maintain the Home Site, the Home and any appurtenances to the Home (such as a garage, stoop or deck) in a first class condition. The Home Owner shall not make any installations, improvements, alterations or additions in, to, or on the Home Site or the exterior of the Home without obtaining the consent of Oak Point. Any such installations, improvements, alterations or additions shall be constructed in accordance with plans and specifications approved by Oak Point. Examples of actions requiring Oak Point's prior written consent include, but are not limited to, painting or placing of fences, installation of gazebos, sheds or exterior signs, placards or other advertising media, awnings, antennas and flagpoles.

12. OVERLOADING AND NUISANCE. The Home Owner agrees: (a) not to injure, overuse, load, deface or otherwise harm the Home Site; (b) not to commit any nuisance, or permit the emission of objectionable noise or odor; (c) not to dump, flush, or in any way introduce any hazardous substances or other improper wastes into any disposal system serving the Home Site; (d) not to generate, store, use or dispose of hazardous or toxic substances on or from the Home Site to any other location; and (e) not to make any use of the Home Site which is improper, offensive, contrary to law, or which would invalidate or increase the premiums for any of Oak Point's insurance.

13. SUBORDINATION OF AGREEMENT. Oak Point may subordinate this Agreement to a mortgage on the Home Site, provided that the holder of such mortgage enters into an agreement to recognize the rights of the Home Owner under this Agreement and to accept the Home Owner as a tenant. This Agreement may

Initial: _____
Initial: _____
Date: _____

also require the Home Owner to recognize the holder of such mortgage as the landlord. Such agreement shall expressly bind the successors and assigns of the Home Owner, the holder of the mortgage and anyone purchasing the Home Site at any foreclosure sale. Unless the holder of the mortgage requires otherwise, Oak Point may execute and deliver any appropriate instruments necessary to carry out the agreements contained in this paragraph on behalf of the Home Owner. In connection therewith, the Home Owner grants to Oak Point a power of attorney to execute and deliver any appropriate instruments in accordance with this paragraph.

14. MODIFICATIONS BY OAK POINT. Oak Point reserves the right to make any changes, alterations or modifications to any of the plans, improvements (whether constructed or to be constructed), roadways, walkways, recreational facilities, drainage, utilities, sanitary sewage facilities (including connection to a municipal sewage system if such system becomes available) or any other common areas of the Community. This right includes subdividing the Community into separate parcels or lots, creating a condominium or cooperative under applicable Massachusetts law, changing the location, size, dimensions or numbering of any lots in order to meet requirements of applicable law, government regulations, lending institutions or in response to other marketing or economic considerations. No such change, alteration or modification, however, shall either materially affect the location, size or dimensions of the Home Site or substantially interfere with the Home Owner's use of the Home Site for residential purposes.

15. AGE REQUIREMENTS. Buyer acknowledges that Oak Point is intended and operated so as to qualify as a 55 or over housing community in accordance with the relevant laws for such communities. Buyer agrees to comply with all rules and regulations required to maintain such status.

16. NON-PERFORMANCE OR BREACH BY HOME OWNER.

(A) Oak Point may terminate this Agreement and evict the Home Owner and recover possession of the Home Site for any of the following reasons:

- (1) the Home Owner's failure to make any payment required under this Agreement;
- (2) the Home Owner's substantial violation of any term, condition, covenant or obligation of this Agreement or rule of the Community, including any of the Rules and Regulations; or
- (3) the Home Owner's violation of any laws or ordinances which protect the health or safety of residents of the Community or occupants.

(B) However, before Oak Point may terminate this Agreement, it must give the Home Owner at least thirty (30) days written notice, by certified or registered mail, stating the reasons for termination and notifying the Home Owner that the Home Owner has fifteen (15) days from the date of mailing such notice in which to pay the overdue rent, if any, or to cure the substantial violation of the law, ordinance or rules of the Community in order to avoid eviction.

(C) Oak Point may proceed with a Summary Process action to evict the Home Owner if:

- (1) the Home Owner fails to pay the overdue rent or cure the violation within twenty (20) days from the date on which such written notice was received; and
- (2) such action, other than for nonpayment of rent, is brought within thirty (30) days from the date of the last alleged violation.

(D) Oak Point is not required to provide any other notice or other opportunity to cure prior to commencing any action to terminate the Agreement and/or recover possession of the Home Site if the substantial violation of rules, other than for nonpayment of rent, occurs within six (6) months from the date on which a prior notice of a similar substantial violation was delivered.

(E) If the Home Owner is evicted from the Community, the Home Owner will have one hundred-twenty (120) days after such eviction in which to sell the Home. During the period prior to sale, the Home Owner will be obligated to pay rent and any other sums due for the Home Site at the same rate as this Agreement had not been terminated and will maintain the Home Site according to the terms and conditions of this Agreement.

(1) Oak Point will have a lien on the Home located on the Home Site pursuant to M.G.A. Chapter 140, Section 32J to the extent that rent and/or other sums due are not paid and maintenance is not performed and to the extent of any additional past sums owed to Oak Point pursuant to the final eviction order.

(2) A Uniform Commercial Code statement prepared by Oak Point and signed by the Home Owner at the request of Oak Point following the issuance of such final eviction order, shall be perfected by filing in the offices of the town clerk and Secretary of State. If the Home Owner fails to sign such statement within

Initial: _____
Initial: _____
Date: _____

ten (10) days after receipt of such statement from Oak Point, the Home Owner shall not be entitled to the benefits of this paragraph (E) for so long as such failure continues.

(3) During such 120-day period, the Home Owner shall not reside in the Home and shall use good faith efforts to sell the Home.

(F) Oak Point shall have all available rights and remedies against the Home Owner as a result of a breach of this Agreement, including the right of entry and right to possession of the Home Site except as provided to the contrary by applicable law.

17. HOME OWNER'S COVENANTS IN EVENT OF TERMINATION

If this Agreement is terminated because of the Home Owner's default, the Home Owner shall be required to pay to Oak Point as damages, and not as a penalty, the amount of rent accrued and unpaid at the time of termination and any rent that would have come due through and until the date of reletting plus all of Oak Point's reasonable expenses in connection with such reletting including, without limitation, all brokerage commissions, repossession costs, fees for legal services, advertising costs and the reasonable cost of cleaning and landscaping work for the Home Site in order to restore the Home Site to the same condition as was provided to the Home Owner, reasonable wear and tear excepted. Alternatively, at Oak Point's sole option, because the time period that will be necessary to relet the Home Site and the damages that Oak Point will incur during such time are impossible or impractical to ascertain, Home Owner agrees to pay to Oak Point the amount of rent accrued and unpaid at the time of termination plus an amount of liquidated damages (and not a penalty) equal to twelve (12) month's rent at the then-current rate.

18. OAK POINT'S RIGHT TO CURE DEFAULTS. Oak Point may, but shall not be obligated to, cure at any time, any default by the Home Owner under this Agreement, following ten (10) days prior notice to the Home Owner (except in the case of an emergency, in which case no such notice shall be required). The Home Owner shall pay as additional rent, upon demand, all costs and expenses including reasonable legal fees incurred by Oak Point in curing a default by the Home Owner.

19. NOTICES. All notices required or permitted under this Agreement for Oak Point shall be in writing and sent to Oak Point at the address listed on the first page of this Agreement. All notices required or permitted under this Agreement for Home Owner shall be in writing and sent to Home Owner's current address as indicated on the first page of this Agreement prior to closing and at Home Owner's Oak Point address subsequent to closing. Either party may designate a different address by notice to the other party in writing. Any notice shall be deemed duly given when mailed to the appropriate address, postage prepaid, registered or certified mail, return receipt requested, or delivered by hand and shall be deemed received on the earlier of (a) actual receipt or (b) five (5) days after being mailed as provided above.

20. SUCCESSORS AND ASSIGNS. The obligations set forth in this Agreement shall run with the land and shall be binding upon and inure to the benefit of Oak Point and the Home Owner and their respective heirs, successors and assigns. Upon the death of the last surviving person who is an original Home Owner or Original Occupant (including the beneficiary of any Trust executing this Agreement as Home Owner), as applicable, this Agreement shall terminate, provided, however, that the Home Owner's or Original Occupant's (including any beneficiary's) successors in interest shall be entitled to exercise any rights provided under Chapter 140 Section 32J or other such regulation which may provide an exception with a continued period of tenancy.

21. OAK POINT'S LIABILITY. The obligations of Oak Point shall be binding only upon its interest in the Community, and not upon any other assets of Oak Point. No individual partner, trustee, stockholder, member, officer, director, employee, beneficiary or agent of Oak Point shall be personally liable under this Agreement, and Home Owner shall look solely to Oak Point's interest in the Community in pursuit of the Home Owner's remedies upon a default by Oak Point.

22. BROKERAGE. The Home Owner warrants and represents that the Home Owner has not had any dealings with sales agents or brokers in connection with this Agreement, other than with sales representatives of Oak Point and the agent, if any, identified on the first page hereto. No one other than the sales representatives of Oak Point shall be entitled to any commission in addition to any commission due to the sale of the Home. The Home Owner covenants and agrees to indemnify and hold harmless Oak Point from and against all costs, expense or liability for any commission or other compensation claimed by any sales agent or broker other than Oak Point's sales representatives.

Initial: _____
Initial: _____
Date: _____

23. **APPLICABLE LAW.** This Agreement shall be governed by a court of competent jurisdiction, in accordance with the laws of the Commonwealth of Massachusetts.

24. **RULES AND REGULATIONS.** Both Oak Point and the Home Owner understand and agree that the Rules and Regulations of the Community, as they may be amended from time to time (collectively, the "Rules and Regulations"), are incorporated into and made a part of this Agreement. A copy of the current Rules and Regulations are attached to this Agreement as Exhibit E. The Home Owner agrees to comply with the Rules and Regulations. Oak Point reserves the right to add to, delete or amend the Rules and Regulations, by giving proper written notice to the Home Owner as determined pursuant to Massachusetts General Laws Chapter 140, Section 32L, as amended, and regulations adopted pursuant hereto. Any substantial violation of the Rules and Regulations by the Home Owner shall be a default under this Agreement, and shall give Oak Point the right to terminate this Agreement and recover possession of the Home Site in accordance with Section 16 of this Agreement.

As required by the regulations of the Office of the Attorney General, Oak Point hereby notifies the Home Owner that the Massachusetts Attorney General has promulgated regulations relating to the conduct of manufactured housing communities. These regulations are published at 940 C.M.R. 10.00. Oak Point will maintain a copy of these regulations available for inspection at the office of the Property Manager of Oak Point, or at such other location where the Rules and Regulations are otherwise posted pursuant to M.G.L.c. 140, §32D.

25. **SALE OF HOME.** The Home Owner may sell the Home provided that: (a) the prospective purchaser's application for a Home Site Agreement has been approved by Oak Point in accordance with the terms of this Agreement; and (b) the prospective purchaser enters into a new agreement with Oak Point on Oak Point's then current form of Home Site agreement. Notwithstanding the foregoing, Oak Point shall not unreasonably restrict the Home Owner's ability of assignment or sale.

26. **INDEMNIFICATION AND INSURANCE BY HOME OWNER.** The Home Owner agrees to indemnify and hold harmless Oak Point from and against any damages and expenses for injury to the Home Site, including debris removal, and for damage and destruction to the Home, unless such damage or expense results solely from the gross negligence or willful misconduct of Oak Point or its agents, employees, contractors or assigns. The Home Owner agrees to maintain, at its own expense, property insurance in sufficient amounts to cover the full replacement value of the Home Owner's Home and related improvements, so long as such insurance is available at reasonable rates.

27. **RECEIPT OF COPIES.** The Home Owner acknowledges receipt of a copy of this Agreement, the "Important Notice Required by Law" attached hereto as Exhibit D, the Rules and Regulations, the Declaration of Restrictive Covenants and any other attachments referred to in this Agreement.

28. **WAIVER.** Any waiver, express or implied, by Oak Point of any breach of this Agreement by the Home Owner shall not be (nor be construed to be) a waiver of any subsequent breach of this Agreement by the Home Owner. Acceptance by Oak Point of rent from the Home Owner shall not be (nor be construed to be) a waiver of any prior breach by the Home Owner.

29. **AGREEMENT NOT TO BE RECORDED.** The Home Owner agrees not to record this Agreement. Both parties agree, upon the request of the other, to execute and deliver a short form of this Agreement to the requesting party for recording. If this Agreement is terminated before the Term expires, the parties shall execute and record an instrument acknowledging the termination and the date such termination occurred. The Home Owner appoints Oak Point as its attorney-at-law with full power of substitution to execute the instrument described in this paragraph. In the event of the death of the last surviving Home Owner, Oak Point may record an affidavit together with copies of the death certificate(s) which shall be conclusive evidence of the termination of the Home Owner's tenancy.

30. **SEVERABILITY.** The provisions of this Agreement are severable. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed or revised so as to be made valid and enforceable and the remainder of this Agreement shall remain in full force and effect.

31. **FIRE OR OTHER CASUALTY.**

(A) If the Home or any improvement made by the Home Owner on the Home Site is damaged by fire or

Initial: _____
Initial: _____
Date: _____

other casualty, or if access to the Home Site is materially impeded so that the Home Site is unfit for occupancy, as determined by Oak Point, and if the damage cannot be or has not been repaired or substantially completed for any reason within sixty (60) days, then Oak Point has the right to terminate this Agreement upon thirty (30) days prior written notice to the Home Owner following the expiration of such sixty (60) day period. This Agreement shall terminate on the date the Home Owner receives notice of termination.

(B) Thereafter, the Home Owner shall have a reasonable time (not to exceed sixty (60) days) to remove the Home from the Home Site, together with the Home Owner's personal property and any improvements made by the Home Owner.

(C) The Annual Base Rent and any additional rent or sums due shall be adjusted based on the later of (1) the date of termination, or (2) the date of removal of the Home, personal property and improvements.

(D) If Oak Point reasonably believes that the damage can be repaired within sixty (60) days or if the Home and improvements have been completely repaired or restored within such time period, this Agreement shall remain in full force and effect. If after sixty (60) days, the Home is not repaired or restored to its prior condition, then Oak Point shall have the right to terminate this Agreement and, at the Home Owner's expense, to remove the Home, improvements and other property from the Home Site and store or dispose of them.

32. EASEMENT.

(A) Oak Point reserves an easement to enter upon the Home Site at any time for the purpose of (1) inspecting the Home Site, (2) making repairs to the Home Site permitted by the Attorney General's Regulations, or (3) showing the Home Site to a prospective home owner, tenant, purchaser or mortgagee or its agents.

(B) Any entry onto the Home Site shall require reasonable prior notice from Oak Point, except in the case of an emergency that creates an imminent threat to the safety or property of the Home Owner or others, or except as otherwise permitted by applicable law, and shall not interfere unreasonably with the Home Owner's right to use and enjoyment of the Home or the Home Site.

(C) Oak Point's rights under this Section 32 are subject to and may be limited by applicable laws and regulations in effect from time to time.

33. CONDEMNATION. If the whole or any substantial part of the Home Site shall be taken by the power of eminent domain or by any competent authority, or if there shall be an agreement with public authority regarding a taking, both Oak Point and the Home Owner shall have the option to terminate this Agreement as of the effective date of such taking after providing at least thirty (30) days prior written notice to the other party. In such case, the Annual Base Rent and any additional rent or other sums due shall be prorated accordingly as of the date the term of this Agreement is terminated. The Home Owner agrees that Oak Point has the exclusive right to receive any condemnation awards granted by any governmental authority relating to the Home Site.

34. FORCE MAJEURE. Notwithstanding anything in this Agreement to the contrary, Oak Point shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions hereof if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, service or financing, through Act of God or other causes beyond the control of the Landlord.

35. LIMITATION ON VENDORS AND SALESMEN. Oak Point reserves the right to restrict the number of vendors, salesman, servicemen and delivery men that shall be allowed on the Home Site. Where such limitations exist, the information shall be posted in a conspicuous place at the entrance to the Community's Common Areas.

36. LATE PAYMENTS. If any payment due under this Agreement is thirty (30) days or more overdue, the overdue amount will thereafter earn interest at the rate of one and one half percent (1.5%) per month, and will be due as additional rent with each succeeding monthly rental payment.

37. CUMULATIVE REMEDIES. Any and all rights and remedies which Oak Point may have under this Agreement, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other.

Initial: _____
Initial: _____
Date: _____

Any two or more of all such rights and remedies may be exercised by Oak Point at the same time, to the extent permitted by law.

38. ATTORNEY'S FEES. An action arising from the terms and provisions of this Agreement shall entitle the prevailing party to recovery of reasonable attorneys' fees and related costs.

39. INSURANCE BY OAK POINT. Oak Point agrees to maintain and pay for property damage insurance in amounts reasonable and sufficient to insure against the risk of loss, damage or injury to the roads, sewage treatment facility, utilities and other common area improvements that Oak Point elects to insure.

40. CONSTRUCTION OF AGREEMENT. This Agreement is the entire agreement between the parties and their respective successors in interest. This Agreement can only be amended, modified or canceled by a writing signed by both Oak Point and the Home Owner. If two or more persons are named as Home Owner under this Agreement, the obligations of the Home Owner shall be the joint and several obligations of each person named as a Home Owner.

41. QUIET ENJOYMENT. Oak Point agrees that upon the Home Owner's payment of the purchase price and performance of all terms and conditions of this Agreement, the Home Owner shall peacefully and quietly have, hold and enjoy the Home Site during the Term, subject to the terms of this Agreement.

42. REPRISALS PROHIBITED. Oak Point acknowledges that provisions of applicable law shall forbid Oak Point from threatening to take reprisals against any Home Owner for seeking to assert his or her legal rights.

43. OWNERSHIP OF OAK POINT. The Community is to be owned and operated by Oak Point Property I, LLC, and Oak Point Property II, LLC which are both Delaware limited liability companies. The beneficial owners of Oak Point Property I, LLC and Oak Point Property II, LLC are Pine Street Associates, LLC (a Massachusetts limited liability company) and Oak Point Equity Investments, LLC (a Delaware limited liability company).

44. MASSACHUSETTS GENERAL LAWS. Provisions of this Agreement shall be subject to, and Oak Point shall comply with, the requirements of Massachusetts General Laws Chapter 140, Section 32A et seq., although nothing herein shall prevent Oak Point from challenging the validity of such laws.

45. REPRESENTATIONS: ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement shall be construed as part of this Agreement. Only a representative of Oak Point authorized in writing has the right or power to change any of the terms and conditions of this Agreement.

Initial: _____
Initial: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto, intending to be fully bound, have executed this Agreement on the day and year first written above.

Home Owner

Oak Point

Signed

Signed

Print Name

Print Name

Signed

Print Name

Occupant (if different)

Signed

Print Name

Signed

Print Name

ACKNOWLEDGEMENT

We hereby certify that we have received and read the attached Rules and Regulations dated September 10, 1998 and that we will abide by them. To the extent that our consent may be required on any of the obligations imposed by these Rules and Regulations, we freely give our consent.

Home Owner

Signed

Print Name

Signed

Print Name

Initial: _____

Initial: _____

Date: _____

Edgeway Realty Trust
17 Wesley Circle, Middleboro, Ma. 02346
Phone: (508)946-9550 / Fax: (508)946-5244
Email: tcandew@gmail.com

RECEIPT

The undersigned acknowledges receiving these **Written Disclosures** together with **“Important Notice Required By Law”** and the **Park Rules and Regulations** this day together with notice from the owner/operator that the undersigned has a period of not less than seventy-two (72) hours to review the same before being required to sign any Lease or Occupancy Agreement.

Date: _____

Tenant (print name)

Tenant (signature)

Tenant (print name)

Tenant (signature)

Property Address: _____

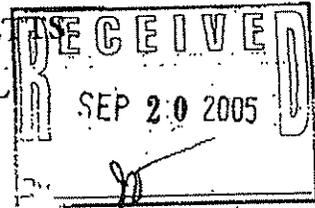
Edgeway Realty Trust

Rules & Regulations



THOMAS F. REILLY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108-1598



(617) 727-2200
www.ago.state.ma.us

September 19, 2005

Ms. Cheryl Anusewicz, Secretary
Edgeway Realty Trust
Twin Coach Mobile Home Park
228 Wareham Street
Middleboro, MA 02346

Re: Rules Review, Twin Coach Mobile Home Park and Edgeway Mobile Home Park

Dear Ms. Anusewicz:

Thank you for your submission of the newly revised Rules and Regulations for Twin Coach Mobile Home Park, dated August 19, 2005 and Edgeway Mobile Home Park, both mailed to the Office of the Attorney General on September 12, 2005.

With respect to Rule 1a, as I have previously indicated,

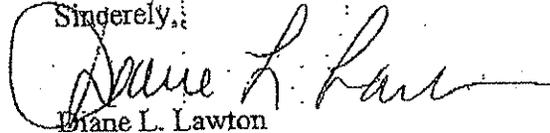
Over 55 community: Pursuant to the terms of G.L. c.151B, §§4(6) & (7), it is unlawful to discriminate on the basis of age in the sale or rental of housing accommodations. The state includes an exception for "communities consisting of either a structure or structures constructed expressly for use as housing for persons fifty-five or sixty-two or over, on one parcel or on contiguous parcels of land, totaling at least five acres in size." The Massachusetts Commission Against Discrimination has held that if a manufactured home community was not originally constructed expressly for use as a retirement community, it does not fall within the exemption in the statute. Jackson and Lamarine v. Royal Crest, Inc., 13 MDLR 2017 (1991).

Therefore, as previously indicated, this office cannot allow or disallow this rule.

In my final reading of both sets of rules, I note two typographical errors for your review-- in rule 9E, you have used the word "altercation," where I think you wish to use the word "alteration," and in rule 15C, you have used the word "sight," where I think you mean to use the word "site."

Again, thank you for taking the time to re-submit the rules, and we have no further comment at this time. If you have any questions, please contact me at (617) 727-2200, ext. 2982

Sincerely,



Diane L. Lawton

Managing Attorney

Consumer Protection and Antitrust Division

cc: Tim Solomon, Counsel, DHCD



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

September 15, 2005

Ms. Cheryl Anusewicz, Secretary
Twin Coach Mobile Home Park
228 Wareham Street
Middleborough, MA 02346

Re: Edgeway Realty Trust - Rules Review

Dear Ms. Anusewicz:

I have reviewed your August 19, 2005 revisions to the rules of the manufactured housing community referenced above.

These revised rules satisfactorily address the concerns I had regarding Rule 13 "Water Use" and Rule 1a, Retirement Community".

I have no further objections to these rules. They are approved pursuant to G.L. c. 140 section 32L(5).

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Solomon", followed by a long horizontal line.

Timothy Solomon, Counsel

Twin Coach Estates Written Disclosures

Rent: The rental fee for Edgeway is _____ per month. Due on the 1st day of the month. If after 5 days the rent has not been paid a late fee of \$25.00 will be charged. If a payment check is returned insufficient funds a \$25.00 fee will be charged and any applicable bank fees will also be added.

Additional Fees: Use of water for irrigation, a fee of \$100.00 annually will be applied to all residents with an irrigation system. It can be paid in one payment or in any payment plan you would like set up with owner/operator.

Work performed: If you request work to be performed by owner/operator a fee will be charged due upon completion of requested work, or payments can be discussed. A \$25.00 an hour charge for labor plus the cost of materials. An estimate can be requested.

Snow removal on walkways and driveways will performed upon request for a fee of \$25.00.

Landscaping, mowing, trimming of trees and shrubs can be done upon request for a fee predetermined according to work needed or requested.

Common Areas: The parks owner/operator is open to use of common area's by tenants as long as owner/operator is notified of such intentions. There is an area designated for recreational vehicle's contact office for information.

Waste Removal: Any resident wishing to have owner/operator remove any trash that is not considered ordinary household trash such as appliances, furniture, rugs, construction waste, old computers, televisions, ect. A fee will be assessed according to the items removed.

Selling your home: Please have any realtor you contract check in with the management office to insure all the proper information can be given to any prospective tenant. In addition we would like to inform the realtor of all processes of applying for tenancy.

Utility obligations: All home owners are responsible for their own utility bills.

Subtenants: If a tenant shows reasonable *circumstance* for subleasing their home it must be understood you are still solely responsible for the rent payment . Any damages caused by the subtenant will also be your full responsibility. The subtenant must go through the application process just as any prospective tenant would.

Twin Coach Estates Rules And Regulations

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They intend to promote the convenience, quiet enjoyment, safety and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

1. Community Owner(s)' Manager and Emergency Phone Number

Community Owner(s)' Name(s), Address and Phone Number:

Edgeway Realty Trust
17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Community Manager's Name, Address and Phone Number:

Corey W. Farcas 17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Emergency Phone Number(s)

(508) 265-1221

911 Emergency

508-947-4422 Police non-emergency

508-947-4121 Fire non-emergency

2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of the application process, a copy of the Community Rules will be provided to each prospective applicant.

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in a calendar year.

4. Residents' Rights and Responsibilities under the Law

(A) All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.

(B) These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges of fees; (c) the proposed term(s) of occupancy, including the option of a lease for the term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for the resident inspection a copy of the Attorney General's manufactured housings regulations(940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.

(C) Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of an occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

The due date for the rent is on the 1st day of the month, and if not received by the fifth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used as the primary residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports, or garages.

7. Occupancy

In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

8. Common Areas

The common areas of the community include the roadways and every area in the community except the home sites and those areas restricted from the residents' use, as disclosed in the Written Disclosures.

9. Utilities

A. Owner/Operator's responsibility: The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws.

B. Tenants' Responsibility: Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.

C. Cable TV and Telephone Service: Each home owner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

D. Metered Utilities: Each homeowner is required to pay for his or her own use of gas, oil, and electricity, as long as (1) there is individual metering by the utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.

E. Changes in Gas and Electrical Services: Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she have obtained proper permits and complied with all applicable electrical or other safety codes.

F. Tampering with Utilities: Tampering with meter boxes and utility services is not permitted.

G. Disposal of Wastes: The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks - which serve the home, club house, or other common area in the community. Examples of substances and wastes covered by the rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be reasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with the respect for the safety and view of neighbors.

11. Maintenance of the Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that the roadways are responsibly free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in the community roadways.

13 Water Use

A. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.

B. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in reasonable and non-discriminatory manner.

14. Garbage and Rubbish Collection and Disposal

A. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. Ordinary household garbage and rubbish should be placed in *Town of Lakeville trash bags set on the curb on Friday's for pick up and removal by park authorized personal.*

B. All residents shall store garbage and trash inside home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak proof and securely fastened.

C. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters. (See line A. for details).

D. If municipality or trash collection company imposes recycling rules,

the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

E. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator. **(call office for details).**

F. Residents may not dump trash in common areas.

15. Aesthetic Standards for Exterior of the Home Site

A. Maintenance of Structure: All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

B. Maintenance of Site: All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawn and shrubs should be kept mowed and trimmed to prevent them from appearing over grown.

C. Repairs to the Home or Site by Community Owner/Operator: If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that: specific work is required to bring the home site into compliance with such rule, and the owner/operator will perform the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that the charges have been listed in the Written Disclosures described in Rule # 4.

D. Structural Modifications to Home or Site: With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For the purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or the patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of the homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

E. Exterior Aesthetic Standards for Community: A list of exterior aesthetic standards for our community include: *Our community does not have any specific standards please refer to Rule D. before any changes, additions, or modifications are made.*

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable government health, safety, and other regulations, and shall only be subject to enforcement by the appropriate government authorities.

17. Landscaping

A. Landscaping by Owner/Operator: With regard to landscaping - such as plants, trees, or shrubs - that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other planting. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

B. Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see rule 18 below) and obtaining owner/operator's prior approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other planting.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "DIG SAFE" and comply with "DIG SAFE" law. The number for "DIG SAFE" is 1-888-344-7233 or visit www.digsafe.com. The owner/operator must be given notice of the appropriate "DIG SAFE" clearance numbers and dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods or services for the home and the home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the

health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator upon request.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner/operator, other commercial vendors are prohibited from soliciting and peddling within the community.

21. Storage

Residents should not use patios, decks, porches, or lawn areas for long term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving open fires - they are responsible for ensuring compliance with all applicable government health, safety, and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Owner/Operator's Right of Entry

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice before entering onto the site. The owner/operator will not enter the manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent.

24. Residents' Conduct

A. Compliance with Applicable Laws and Community Rules:

All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state and local standards that are applicable to the community and/or the home. Residents will make sure their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.

B. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use and quiet enjoyment of their homes or home sites at any time.

C. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.

D. Interference with TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with the other residents' ability to receive television, radio, or other transmissions.

E. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community. The use of fireworks in the community is prohibited.

25. Non- Residential Activities

Non - residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive utilities, they may fall under this rule.

Yard sales are permitted *between the hours of 8:00 A.M. and 5:00 P.M.*. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet is outside your home, it must be restrained at all times, by leash or other reasonable restraint. The owner is responsible for cleaning up after his or her pet. If the pet owner violates this rule, the owner/operator may take

what ever steps are permitted by law to have the pet removed from the community.

27. Vehicles and Parking

A. Two Personal Motor Vehicles Per Site: Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed the gross weight of 8600 pounds, with two or more axels.

B. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles *on the street*, as long as they don't interfere with the safe passage of emergency vehicles and other residents' rights to use of quiet enjoyment of their homes and home sites.

C. Unregistered Vehicles: No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community.

D. Other Vehicles: Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes.

E. Violations and Towing: Any vehicles parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the proper local authorities, be towed at the expense of the owner of that vehicle.

28. Use of Community Roadways:

A. Speed Limit: All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 miles per hour.

B. Interference With Residents' Right to Use and Quiet Enjoyment: Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.

29. Repair of Vehicles

A. Major Repairs: Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve the risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.

B. Oil or Gas Leaks: Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who

fails to comply with this rule and whose failure causes damage to the driveway may be liable for the costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. N/A no community center

31. Subleasing of Sites and Renting of Homes

Any proposed subtenants must submit applications for residency, described in Rule 2 above. Any proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in rule 3. Even after the owner/operator approves a subleasing arrangement, **the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.**

32. Sale, Lease, or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home site. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least (30) days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

33. Broker for Sales of Homes

Homeowners who sell their homes may sell their home directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the community owner/operator act as their broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

34. For Sale Signs

Homeowners may place signs in their homes which advertise their home as "for sale". Homeowners using outdoor signs must comply with Rule 18 in digging. In addition, the signs used must be a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home site.

35. Liens

For any overdue rent or other permissible tax, fee, or other properly disclosed charge, a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Laws chapter 255, section 25 A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his or her home with one of like dimensions, he or she shall obtain the approval of owner/operator before placing the order for the new home, and such approval shall not be reasonably withheld or delayed. The new home and its installation and placement on the site must comply with community's reasonable rules and any applicable federal, state, or local government requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

37. Approval of Owner/Operator and Enforcement of Community Rules

In any matter which requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of the other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule of applicable law.

38. Complaints

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing a complaint in writing, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post *on the community bulletin board at the entrance of the park*, and provide the tenants association with a copy of all the Community Rules and any

changes in the Community Rules. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules". All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before the effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date

40. Severability

If any provision of these rules is held to be invalid, either on its face or as applied to residents, such a determination shall not affect the remaining rules.

1.a Retirement Community

Twin Coach Mobile Home Park is a retirement community aged 55 years of age or older. In order to qualify as a resident of this community, *at least one resident must be 55 years or older.*

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipt indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals there of by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for the substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of the sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as _____ and located at _____, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Law. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on (date) _____
(Tenant - Name) _____