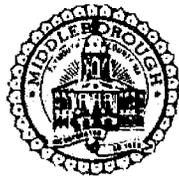


HEARINGS, MEETINGS, LICENSES

8-24-15



A public hearing will be held in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on August 24, 2015 at 7:20 PM, for the purpose of considering application made by Michael Gaetano, LLC, d.b.a. 360 Sports Pub, 360 Wareham Street, Map 72, Lot 5571 for an Entertainment license, such as a D.J., Karaoke, Trivia and small bands. Anyone desiring to be heard on this matter should appear at the time and place designated.

Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane C. Stewart
Stephen J. McKinnon
BOARD OF SELECTMEN

Publish: August 6, 2015

7/15/15

To: The Board of Selectmen
From: Ron Savioli
360 Sports Pub
360 Wareham St.

I am applying for an entertainment license for the interior of the building only.

To include: Karaoke nights
trivia nights
small bands
DJ nights

Thank you for your consideration in advance.

Ron M. Savioli



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 7/15/15
NAME OF APPLICANT MICHAEL GAETANO LLC
ADDRESS OF APPLICANT 360 WAREHAM ST
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE _____

NAME OF BUSINESS 360 SPORTS PUB
OWNER OF PROPERTY TO BE LICENSED GIACOMO LLC
ADDRESS OF PROPERTY TO BE LICENSED 360 WAREHAM ST
ASSESSORS MAP & LOT 72/5571

TYPE OF LICENSE REQUESTED (Check One)

- | | |
|---|----------------------------|
| 2 nd Hand _____ | WRPD _____ |
| Class I Automobile Dealer License _____ | Earth Removal Permit _____ |
| Class II Automobile Dealer License _____ | Liquor License _____ |
| Class III Automobile Dealer License _____ | Junk Dealer _____ |
| Entertainment <input checked="" type="checkbox"/> | Other _____ |

Anticipated Start Date for Business: 8/1/15
Days & Hours of Operation: 11-1

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain: NO

Signature Ronald A. Sciorio

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO



Town of Middleborough

Massachusetts

Board of Selectmen

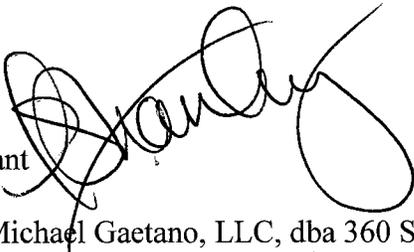
MEMORANDUM

TO: Health Officer
Building Commissioner

FROM: Jackie Shanley, Executive Assistant

DATE: 7/30/15

SUBJECT: **Entertainment** Application for Michael Gaetano, LLC, dba 360 Sports
Pub, 360 Wareham Street, Map 72, Lot 5571



Please see the attached public hearing notice re application for an Entertainment license.
The hearing will be held on **August 24, 2015 at 7:20 PM.**

Please notify the Selectmen's Office of any concerns or objections you may have relative
to the granting of this license **by 12 Noon on August 19th.** If you have no concerns or
objections, please indicate so in writing.

Thank you.

Attachment



A hearing will be held in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, August 24, 2015 at 7:50 PM, for the purpose of discussing an application filed by Outback Engineering, Inc. on behalf of Brian Williams for an Earth Removal Permit for property located at Pentwyn Farm, Sonia Drive, Middleborough, Assessors Map 052, Lots 2926 & 3183 and Map 53, lots 1767 & 2549. Anyone desiring to be heard on this matter should appear at the time and place designated.

Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane C. Stewart
Stephen J. McKinnon
BOARD OF SELECTMEN

Publish: 8/6/15

Private party responsible for payment

Town responsible for payment

Please provide Selectmen's office with amount due.

Advertiser #300074



August 19, 2015

Board of Selectmen
Town Hall Building
10 Nickerson Avenue
Middleborough, MA 02346

**Re: Initial Engineering Review
Earth Removal Permit Application
Pentwyn Farm
ADE Project #2518.38**

Dear Board Members:

Atlantic Design Engineers, Inc. (ADE) has completed our initial engineering review of the site plans and application materials for the above-referenced project relative to an application for a permit under the Earth Removal bylaw. The plans are dated 6/29/15 and are prepared by Outback Engineering, Inc. for Brian Williams of Manomet, MA.

We have the following comments:

1. The Farm Assessment by Phoenix Environmental indicates that a "Pond Border" of ground cover vegetation will be constructed 100 feet around the pond to prevent twigs, branches, and leaves from entering the pond.

This contradicts the required 100 foot treed buffer shown on the plans. Please clarify.

2. The sections of access drive that encroach onto abutting properties should be relocated into the Sonia Drive Right-of-Way.
3. For the section of access road that is a shared access with the abutting residences on Sonia Drive, we have the following comments:
 - a.) Due to increased truck traffic, a detailed Operation and Maintenance Plan for this section of roadway should be provided to ensure the access to the residences isn't degraded over time.
 - b.) Safety measures (signs, etc.) should be put in place to alert trucks that the access is through a residential area. Consideration should be given to planted buffers along the road.
4. The tracking pad detail should be modified to reflect the existing width of the access road.
5. Test pit information/groundwater levels could not be found in the application. Is the pond to be fed by groundwater?



6. Please indicate the proposed static water elevations of the pond.
7. Provide a cross-section of the pond construction grades, slope cover material, access road width/construction materials, water elevation, etc.
8. Clarify the location of the limit of work/erosion control measures. It appears to be shown 10' inside the required 100' treed buffer, effectively reducing it to only 90 feet.
9. In regard to the proposed 12" overflow pipe:
 - a.) Confirm that the pipe/manholes are allowed to be installed within the existing utility easement as shown.
 - b.) We suggest adding a manhole to reduce the 622 foot pipe length.
 - c.) Provide erosion protection at the outlet into the pond
 - d.) Depending upon the proposed static water elevation in the pond, could this pipe surcharge and flow back to the existing pond?
10. The Construction Sequencing on Sheet 2 should indicate anticipated timelines for each phase and should also include the drainage pipe installation. In addition, clarify what is meant in Phase 2 that "excess material stockpiled adjacent to the remaining trees"?
11. Clarify that the stockpile area on the plan is for topsoil only as outlined in the Project Plan. Also, clarify why hay bales/silt fence are only shown on one side of the stockpile area.
12. Is any safety/perimeter fencing proposed?
13. Calculations and the criteria for sizing the pond could not be found in the application materials. To comply with Project Plan requirement 7J, provide technical references and the criteria to explain why the pond has to be 40 feet deep and 12.2 acres in size.
14. The SWPPP required for construction activities and compliance with the NPDES program, when finalized, should be made a part of the permit conditions and should be provided to the Town. Copies of all inspection/correction reports should also be provided to the Town.

If you have any questions, please do not hesitate to call me at (508) 888-9282.

Sincerely,

ATLANTIC DESIGN ENGINEERS, INC.

Richard J. Tabaczynski, P.E.
Vice President

cc: Nyles Zager, Outback Engineering

Incorporated 1669



CRANBERRY CAPITAL
OF THE WORLD



DIVISIONS

Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

Town of Middleborough

Massachusetts

Department of Public Works

48 Wareham Street

Middleborough, MA 02346

Phone 508-946-2481 Fax 508-946-2484

Christopher Peck
D. P. W. Director

August 18, 2015

Mr. Allin Frawley, Chairman
Board of Selectmen
Town Hall
10 Nickerson Ave
Middleborough, Ma 02346

Subject: Pentwyn Farm- Earth Removal Permit Review Letter

Dear Mr. Frawley,

At the request of the Board of Selectmen I have reviewed the Earth Removal Permit Application as submitted by Outback Engineering on behalf of Brian Williams/Pentwyn Farms. As part of the submittal I received the following:

- Earth Removal Permit Application dated June 29, 2015, prepared for the applicant Brian Williams, prepared by Outback Engineering, Inc.
- "Site Evaluation and Farm Assessment for property located off Sonia Drive", dated May 30, 2015, prepared by Phoenix Environmental Group.
- Earth Removal Plan, "Pentwyn Farm" off Sonia Drive, prepared by Outback Engineering, dated June 29, 2015

The Department of Public Works comments are as follows:

1. The Applicant has provided a Temporary Site Construction Entrance Pad detail on sheet two of the proposed plans. The purpose of the construction entrance is to prevent sediment from being tracked from Sonia Drive onto Short Street. The construction entrance should be maintained throughout the duration of the project.
2. The Applicant should provide "Caution Trucks Entering and Exiting" signs along both sides of Short Street prior to the intersection with Sonia Drive.
3. The Applicant should provide the proposed truck route listing all roads to be utilized.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Ch Peck".

Christopher Peck
Director of Public Works



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

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

August 18, 2015

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

RE: W.R.P.D. Application for Earth Removal Permit, owner Robert Backlund for Pentwyn Farm, Sonia Drive, Assessor's Map: 052 Lots: 2926 & 3181 and Map 053 Lots: 1767 & 2549.

Honorable Board,

I have received the plans submitted by Nyles C. Zager, P. E. of Outback Engineering on behalf of Brian Williams for Pentwyn Farm for an earth removal permit for Pentwyn Farm, Sonia Drive, Assessor's Map: 052 Lots: 2926 & 3181 and Map 053 Lots: 1767 & 2549. I have met with the applicant and his engineer at the Project Review Committee Meeting; I have no issues with this proposal.

Respectfully submitted,

Robert J. Whalen
Building Commissioner

RJW/d



Town of Middleborough

CONSERVATION COMMISSION

20 CENTRE STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346

PHONE: 1-508-946-2406
FAX: 1-508-946-2309

MEMORANDUM

TO: ✓ Board of Selectmen
Ruth Geoffroy, Planning Director
Robert Whalen, Building Commissioner
Christopher Peck, DPW Superintendent

FROM: Patricia J. Cassady, Conservation Agent 

RE: Earth Removal Application – Sonia Drive (Brian Williams/Pentwyn Farm) (Map 52, Lots 2926 & 3183 and Map 53, Lots 1767 & 2549)

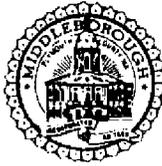
DATE: August 3, 2015

This memorandum is in response to the earth removal permit that the above-mentioned applicant has submitted to the Board of Selectmen.

This project is currently before the Conservation Commission as a Request for Determination of Applicability. At the Commission's July 16th, 2015 meeting there were concerns about 1) the overflow pipe from the proposed pond toward the Conservation Restriction (CR) at Tanglewood (there should be nothing affecting the CR), and 2) how taking water from the existing pond would affect the wetlands on the adjacent Town Property. How the water will connect between the two ponds with a possible new overflow area will need to be put on revised plans. Also, the applicant will need to file for a NPDES Permit under the EPA and submit a Stormwater Pollution Prevention Plan (SWPPP) because they are impacting more than 1 acre with the farm development. A stormwater analysis under the DEP Regulations has not been submitted to the Commission. The Commission had a site inspection of the property on July 28th, 2015, which will be discussed at the August 20th, 2015 Conservation meeting.

From the site inspection the larger isolated wetland area where the new pond is proposed has the appearance of a potential vernal pool. The Commission would like to be able to investigate this further in spring 2016. There are also outstanding taxes still owed on the property by the current owner. If you have any further questions, don't hesitate to contact the Conservation Office at 508-946-2406.

Thank you
pjc



Town of Middleborough
Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

Telephone (508) 946-2425
Fax (508) 946-1991

MEMORANDUM

To: Board of Selectmen
Robert Nunes, Town Manager
Robert Whalen, Building Commissioner
Patricia Cassady, Conservation Agent
Christopher Peck, DPW Director

From: Ruth McCawley Geoffroy, Planning Director

Date: August 4, 2015

Re: Earth Removal Permit Application, Pentwyn Farm, Sonia Drive

The Planning Department is in receipt of an Earth Removal Application for Pentwyn Farm, located off of Sonia Drive (formerly Backlund) and makes the following preliminary comments:

1. Access to the property is via Sonia Drive, a private subdivision road. This gravel subdivision road was approved by the Planning Board in the 1980's. The Board, at that time, waived the requirement to pave the road and received in return a deed restriction against building more than 2 lots. Unlike most of these deed restrictions from that period, this restriction included an expiration date of 25 years, after which additional houses could be built off of Sonia Drive. That time has now passed.
2. It appears from review of the plan that the gravel road may encroach on the abutting Steele and Tourles properties. Use of this 15' wide off-center gravel road for long term earth removal may adversely impact the abutting properties and some form of vegetative screening may be appropriate.
3. Sonia Drive is used for frontage and access by three other property owners in addition to Pentwyn Farm's proposed use. Lot 53-2536 owned by Curpenski, located between Steele and McPherson, is missing from the plan. Some form of ongoing maintenance should be required as part of the Pentwyn Permit.
4. Historically, this property as well as its abutters to the west and south has been the source of intense though infrequent flooding. Surface water has been observed by Town staff pouring out of the power line area at the rear of the site, flowing around the Backlund house and down Sonia Drive flooding the Short/Tispaquin Street

only missing from DPW

Pre existing?

intersection (3' of water or so). This condition is also experienced on the old Hare & Rabbit Club property off of Tispaquin Street, where the power line again acts as a conduit for surface water causing significant flooding of the properties off of Tispaquin Street as well as the street itself.

5. The plan does not show any existing conditions including but not limited to:
 - a. Existing contours/topography on and off of the property.
 - b. Existing drainage patterns
 - c. Full extent of wetlands on or directly abutting the property
 - d. Extent of existing cranberry bogs and water control structures.
6. The proposed "level spreader" does not appear to be effective to replicate pre-existing sheet flow from the pond. A level spreader should be constructed using material such as precast concrete curbing or some other broad, level, permanent surface to spread the water out as much as possible. A rip rap plunge pool is specified but not shown on the cross-section of the design; the two pipes feeding this discharge area are only 10' apart. It is unclear whether any water from the area of the pond ever discharged toward the Tanglewood subdivision and whether it is being discharged to a wetland.
7. Tracking pad should flare at entrance with Short Street. Pad designed at 10' to 12' is not wide enough for earth removal, two way traffic and is definitely not wide enough for earth removal combined with 3rd party and emergency access to 3 homes.
- ✓ 8. Dust control should be required.
9. According to the Town's topographic maps, existing contours in the area of the pond may be as high as 157.0. The pond is being excavated to 100.0. 576,000 c.y. of earth are proposed to be removed. As the Planning Department has commented on other recent earth removal plans, earth removal should be accessory to the allowed use, agriculture/aquaculture. Mining is not allowed by the zoning by-law unless it accessory to a permitted use. The Board should try to minimize earth removal impacts where possible, so that the earth removal remains accessory and subservient in nature to the allowed use. The length of time that an earth removal operation is ongoing is directly related to its size. These matters are addressed in Old Colony Boy Scouts of Am v. Zoning Board of Appeals of Plymouth, 31 Mass. App. Ct. 46 (1991) and Henry v. Board of Appeals of Dunstable both of which were provided by Town Counsel, in correspondence to Selectmen dated December 1994.

Vegetated buffer will be addressed



Town of Middleborough
Massachusetts
Board of Selectmen

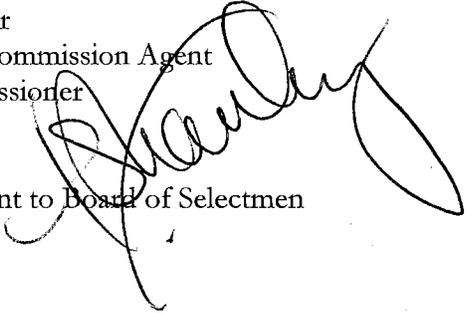
MEMORANDUM

TO: Ruth Geoffroy, Planning Director
Patricia Cassidy, Conservation Commission Agent
Robert Whalen, Building Commissioner
Chris Peck, DPW Director

FROM: Jackie Shanley, Executive Assistant to Board of Selectmen

DATE: July 29, 2015

SUBJECT: **Application for Earth Removal Permit**
Pentwyn Farm, Sonia Drive
Map 52, Lots 2926 & 3183
Map 53, Lots 1767 & 2549



Attached is a request filed by Outback Engineering on behalf of Brian Williams/Pentwyn Farm for an Earth Removal permit for the above referenced property.

This request will be addressed at the Selectmen's meeting on Monday, **August 24, 2014 at 7:50 PM.**

All remarks or concerns regarding the request must be returned to the Selectmen's Office no later than **Wednesday, August 19, 2015 by 12 Noon.**

Even if you have no comments to make regarding the plan, please indicate so in writing.

Please contact the Selectmen's Office if you have any questions.

**Outback
Engineering**
Incorporated

165 East Grove Street
Middleborough, MA 02346

Tel # 508-946-9231

Fax # 508-947-8873

www.outback-eng.com

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

June 29, 2015

Town of Middleborough
Board of Selectmen
20 Centre Street
Middleborough, MA. 02346

Re: Earth Removal Application, Pentwyn Farm, Sonia Drive, Middleborough, MA

Dear Board Members,

On behalf of the applicant, Brian Williams, I hereby request that the Board grant the Earth Removal Permit needed to facilitate construction of an aquatic fish pond per the Earth Removal Plans dated June 29, 2015 prepared by our office. With this application, please find attached a copy of the Earth Removal Site Plans, Project Plan, Earth Removal Application and renewal form as well as Site Evaluation and Farm Assessment prepared by Phoenix Environmental Group.

Site Description. The site encompasses approximately 63.0 acres of cranberry farm, buildings, infrastructure and forested land located west of Short and Tispaquin Streets and north of Chestnut Street. The site is comprised of Assessors Map 52 lots 2926 & 3183 and Assessors Map 53 lots 1767 & 2549 and recorded in deed book 25004 page 143 in the Plymouth County Registry of Deeds. The site is bounded by the Middleborough Town Forest to the south, Tanglewood Estates, a residential open space sub-division, comprised of forested upland and wetland to the north and forested upland to the west. There are single-family homes along Short Street, Tispaquin Street and Chestnut Street. As well as, an abutting, large size cranberry farm owned by Beaton, on the northeast property line and northerly and westerly of Short Street. The site is located in the Town of Middleborough zone Rural Residential (RR), which allows agricultural and aqua cultural uses and activities by-right.

The property has access off of Sonia Drive, which is a private, gravel way off of Short Street. The topography of the site is generally flat within the historic cranberry farm and support land extents. There are several small to moderate size drumlins along with till plain abutting an Outwash Terrace.

The rear of the site is comprised of an abandoned gravel removal pit area where stumps, logs and other debris were left behind. There is evidence that the pit is currently

being used for bon fires by teenagers. Graffiti has been spray painted on rocks and boulders.

Proposed Project. The proposed project will include creating a 12.2-acre aquatic pond for warm or cold species fish as shown on the Earth Removal Plan dated June 29, 2015. The proposed pond area will be excavated, and surplus sand will be removed off site. We've estimated approximately 576,000 cubic yards of soil will be removed to offsite locations, with the construction period expected to last about 2 to 3 years. The loading and trucking of materials will be from the site to Short Street, connecting to various receiving stations. The truck types will vary from small dump trucks to tractor-trailers, and would use main roads such as Short Street, Tispaquin Street, Route 44 and 28 as a means of access.

Sale of firewood and excess sand is critical to the economics of the project. It is therefore requested that the Board grant permission to remove sand from the site for the time required to complete construction of the bog and pond. The hours of operation will be weekdays 7:30am – 4:30pm. No transport of soil will be performed on Saturdays, Sundays or any Town Hall observed holidays.

Other Permits and Minor Project Changes. The applicant plans on filing simultaneously with the Middleborough Conservation Commission and the Board of Selectmen for approval. This office spoke with Patricia Cassady, Conservation Agent, regarding the property and it was stated that a request for determination of applicability (RDA) need to be filed with the Conservation Commission. An order of conditions will most likely not be required for this project.

We look forward to meeting with the Board to discuss the filing and should the Board require additional information or have questions, please do not hesitate to call me at the above-referenced number.

Sincerely,
Outback Engineering, Inc.



Nyles Zager, PE



165 East Grove Street
Middleborough, MA 02346
Tel # 508-946-9231 Fax # 508-947-8873
www.outback-eng.com

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

June 29, 2015

Town of Middleborough
Board of Selectmen
20 Centre Street
Middleborough, MA. 02346

Re: Project Plan, Pentwyn Farm, Sonia Drive, Middleborough, MA

- 1. Purpose of Project:** The proposed project will include creating a 12.2-acre aquatic pond for warm or cold species fish as shown on the Earth Removal Plan dated June 29, 2015. The proposed pond area will be excavated, and surplus sand will be removed off site.
- 2. Description of site and prior work:** The site encompasses approximately 63.0 acres of cranberry farm, buildings, infrastructure and forested land located west of Short and Tispaquin Streets and north of Chestnut Street. The site is comprised of Assessors Map 52 lots 2926 & 3183 and Assessors Map 53 lots 1767 & 2549 and recorded in deed book 25004 page 143 in the Plymouth County Registry of Deeds. The site is bounded by the Middleborough Town Forest to the south, Tanglewood Estates, a residential open space sub-division, comprised of forested upland and wetland to the north and forested upland to the west. There are single-family homes along Short Street, Tispaquin Street and Chestnut Street. As well as, an abutting, large size cranberry farm owned by Beaton, on the northeast property line and northerly and westerly of Short Street. The site is located in the Town of Middleborough zone Rural Residential (RR).

The property has access off of Sonia Drive, which is a private, gravel way off of Short Street. The topography of the site is generally flat within the historic cranberry farm and support land extents. There are several small to moderate size drumlins along with till plain abutting an Outwash Terrace.

The rear of the site is comprised of an abandoned gravel removal pit area where stumps, logs and other debris were left behind. There is evidence that the pit is currently being used for bon fires by teenagers. Graffiti has been spray painted on rocks and boulders.

- 3. Reasons for earth removal permit:** The proposed project will include creating a 12.2-acre aquatic pond for warm or cold species fish as shown on the Earth

Removal Plan dated June 29, 2015. The proposed pond area will be excavated, and surplus sand will be removed off site. We've estimated approximately 576,000 cubic yards of soil will be removed to offsite locations, with the construction period expected to last approximately 3 years. The loading and trucking of materials will be from the site to Short Street, connecting to various receiving stations. The truck types will vary from small dump trucks to tractor-trailers, and would use main roads such as Short Street, Tispaquin Street, Route 44 and 28 as a means of access.

4. **Describe past earth removal activities and compliance issues that may have occurred:** The rear of the site is comprised of an abandoned gravel removal pit area where stumps, logs and other debris were left behind.
5. **How project will be constructed with phases and time lines provided:** Please refer to Sheet 2 of 3 of the project plans for the detailed construction sequencing process, which is described in 3 phases.
6. **Time duration requested for permit:** The applicant requests a 3 year time period for the permit. The applicant also understands that they may request an extension for up to one year thereafter at the discretion of the Board of Selectmen.
7.
 - a. Please refer to item 5 above for a description of the phases and associated time lines. We've estimated approximately 576,000 cubic yards of soil will be removed to offsite locations, with the construction period expected to last about 2 to 3 years. The loading and trucking of materials will be from the site to Short Street, connecting to various receiving stations. The truck types will vary from small dump trucks to tractor-trailers, and would use main roads such as Short Street, Tispaquin Street, Route 44 and 28 as a means of access. The daily truck trips estimated for the project is 32-36 trucks per day maximum. This is approximately 4 trucks entering and exiting the site per hour for an 8-9 hour work day.
 - b. A minimum of a 100' vegetated buffer is provided around the proposed pond to the abutting properties. A 2700' buffer is provided from the proposed pond to Short Street.
 - c. The site contractor shall adhere to all sedimentation and erosion control measures as detailed on Sheet 3 of 3 of the site plan set. Contractor shall pay special attention to dust control as specified on this sheet as well.
 - d. Proposed dewatering details have been provided on the site plans for the contractor to utilize if necessary. There are no known wells located within or abutting the locus site as the area is serviced by municipal water supply, therefore it is not anticipated that there will be any overburden wells.
 - e. The pond being created is not a reservoir pond for the bogs, it is for stocking of warm or cold species fish and will not be used to flood the bogs. There is currently an existing reservoir pond located in the same proximity as the existing bogs.
 - f. We've estimated approximately 576,000 cubic yards of soil will be removed to offsite locations.
 - g. The only material that is to be stock piled on-site will be the top soil/loam. This material is approximated to be 4,000 c.y.. Stockpiles shall be placed outside the 100' buffer zone to the bordering vegetated wetland.
 - h. Sloping is proposed to be at 2:1 and 3:1 as depicted on the site plans. Areas greater than 3:1 shall be stabilized with the erosion control blanket as shown on the detail of the site plans.

- i. Please refer to item e above for pond size requirements.
 - j. Please refer to item e above for pond size requirements.
 - k. Contractor shall take steps to minimize the amount of dust generated on the site including those procedures contained below: The contractor shall ensure that all surfaces to be excavated are wet prior to, and if necessary, during excavation. Other potential wetting and/or dust control agents may be proposed for use by the contractor and must be approved by the town prior to use on site. If water is applied to the site, it shall not be applied in sufficient quantity or pressure to cause channeling or erosion to the surface to which it is applied. Please refer to Sheet 3 of 3 of the site plans for more dust control measures to be implemented by the contractor/homeowner during construction.
 - l. Contractor shall adhere to the sedimentation and erosion control plans on Sheet 3 of 3 of the site plans. The Middleborough Conservation Commission shall be notified of any issues that may arise on-site.
 - m. All disturbed areas shall be loamed and seeded to ensure stabilization of the areas.
 - n. There is no rock crushing anticipated at the site. If rock crushing is necessary the contractor shall contact the design engineer and the Town of Middleborough for further instruction as to how to move forward with the project.
 - o. Screening equipment will only be used for loam/top soil and must be performed outside the 100' buffer zone to the bordering vegetated.
 - p. The contractor will require an excavator to be on-site to perform the construction of the pond.
8. As-built plans, once the project is completed, will be submitted to the Town for a certificate of completion and release of any bond money, if applicable.

We look forward to meeting with the Board to discuss the filing and should the Board require additional information or have questions, please do not hesitate to call me at the above-referenced number.

Sincerely,
Outback Engineering, Inc.



Nyles Zager, PE

TOWN OF MIDDLEBOROUGH
EARTH REMOVAL APPLICATION
and renewal form

1. General Information

Name of Applicant: Brian Williams

Address of Applicant: PO Box 235

Town or City: Manomet, MA 02360

Owner of Property: Robert S. Backlund

Location of Property: Sonia Dr. Street

Assessor's Parcel and Map Numbers Map 52 Parcel 2926 & 2183

Map 53 Parcel 1747 & 2549

Map _____ Parcel _____

2. Permit Status

New Application or Renewal: New

Request for an Extension of Time for existing permit. _____

Existing Permit Number: _____

Parcel(s) Acreage: 6.3±

Estimated Number of Cubic Yards to be Removed: 576,000

Requested Time Frame of Permit 3 years

Brief Project Description and Reasons for Request:

Gravel removal to create a 12.2 acre aquatic pond for warm or cold species fish.

3. Project Plan

Has a Project Plan being submitted with this Application? Yes

An Application for an Earth Removal Permit will not be accepted by the Board of Selectmen for a public hearing, unless submitted with this application.

4. Planning Information

a. **Proposed Traffic Route** from site to unloading of materials.

Applicant to use Short St., Tispaquin St.
Route 28 and Route 44

b. Has a plan and Notice of Applicability (NOA) or Intent (NOI) been submitted to the Town of Middleborough's Conservation Commission? Yes (RDA)

c. Has Order of Conditions by Conservation Commission been issued: If so what is project number and date of conditions : NO

d. Provide a copy of the Order of Conditions so they may be attached to the permit. N/A

e. Is there a Department of Environmental Protection – Water Management Act Registration or Permit for this property? NO

Permit No. _____ Registration No. _____

f. Has a Farm Plan been completed? Yes Please provide a copy.

g. Expected Date of Project Completion: June 2019

5. Engineering General Information

Engineering Firm Name: Outback Eng. Inc.

Engineer's Contact/Name: Nyles Zager

Street: 165 E. Grove St.

Town/City Middleboro, MA

Phone Number: (508) 946-9831

7. Financial Obligations

Do you owe any property taxes, water, sewer or any other financial obligation to the Town of Middleborough that is not current?

_____ yes X no

8. Authorization of Applicant

a. Have you authorized the engineer to speak on your behalf regarding project questions that may come up prior to the public hearing?

 X yes _____ no

b. I have reviewed this Application Package and attached information and deem it to be correct.

Brian Williams

Signature of Applicant

BRIAN R WILLIAMS

Printed Name of Applicant

Date 7/1/2015

Phone Number: 508-648-8529

APPENDIX B

PLAN CHECKLIST

PLEASE COMPLETE CHECKLISTS FOR PLANS AND PROJECT PLAN AND INITIAL:

PLANS	Check	Initials
A. Cover page that shows:		
1. Name of project:	<u>X</u>	<u>HZ</u>
2. General directional and town locus:	<u>X</u>	<u>HZ</u>
3. Water Resource Protection District limits	<u>X</u>	<u>HZ</u>
4. Engineering Firm Name and address	<u>X</u>	<u>HZ</u>
5. Flood Map limits (if applicable)	<u>X</u>	<u>HZ</u>
6. Zoning District limits	<u>X</u>	<u>HZ</u>
B. Civil Drawing Sheet 1 - that show at a minimum:		
1. Existing streets	<u>X</u>	<u>HZ</u>
2. Property lines and names of adjacent properties/abutters	<u>X</u>	<u>HZ</u>
3. Existing tree lines	<u>X</u>	<u>HZ</u>
4. Existing and proposed topographical contours (5' foot minimum)	<u>X</u>	<u>HZ</u>
5. Town roadways	<u>X</u>	<u>HZ</u>
6. Proposed treed buffer zones between edges of excavation and abutters	<u>X</u>	<u>HZ</u>
7. Proposed buffer zones between property excavation and town street(s)	<u>X</u>	<u>HZ</u>
8. Distances of proposed reservoir or excavations from property lines of abutters.	<u>X</u>	<u>HZ</u>
9. Location and type of proposed excavation and work	<u>X</u>	<u>HZ</u>
10. Locations of stockpiling of materials	<u>X</u>	<u>HZ</u>
11. Proposed reservoir volume, slopes and bottom elevations	<u>X</u>	<u>HZ</u>
12. Site of proposed dewatering pond, discharge and overflow structure	<u>X</u>	<u>HZ</u>
13. Any proposed buildings, structures or utilities	<u>X</u>	<u>HZ</u>
14. Roadway systems and gates, and proposed paving areas	<u>X</u>	<u>HZ</u>
15. Proposed areas of agricultural uses	<u>X</u>	<u>HZ</u>
16. Indications of phased operations	<u>X</u>	<u>HZ</u>
17. Areas to be seeded	<u>X</u>	<u>HZ</u>
18. Existing and proposed slopes with limits of final grading	<u>X</u>	<u>HZ</u>
19. Locations of ditches	<u>X</u>	<u>HZ</u>
20. Wetlands and water resource areas	<u>X</u>	<u>HZ</u>
21. Elevations of water (high, low) as applicable	<u>X</u>	<u>HZ</u>
22. Drainage patterns with directional arrows showing flow	<u>X</u>	<u>HZ</u>
23. Fencing	<u>X</u>	<u>HZ</u>
24. Professional Engineers Civil stamp	<u>X</u>	<u>HZ</u>

25. Date of preparation
Other information as appropriate to good engineering design

X

H2

C. Civil Drawing Sheet Number 2 (as applicable)

1. Pond specifications with erosion controls
2. Erosion controls
3. Side Flow Profile

X

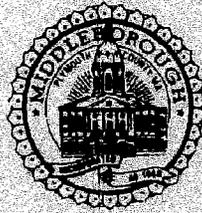
H2

X

H2

X

H2



Middleborough Assessor's Office
10 Nickerson Avenue
Middleborough, MA 02346

ABUTTER'S LIST CERTIFICATION PAGE*

Date: 6/2/2015

BOARD OF SELECTMEN

Board Name for Certification

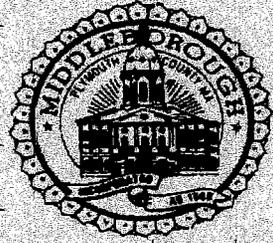
This is a certified abutter's list for 300 feet in every direction including across the street of

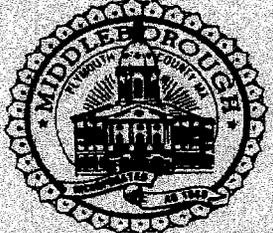
MAP 052 LOTS 2926 & 3183 MAP 053 LOTS 1767 & 2549

Lori Rutherford, Junior Clerk
Middleborough Board of Assessors

(This list consists of 2 pages with 30 abutter's lots)

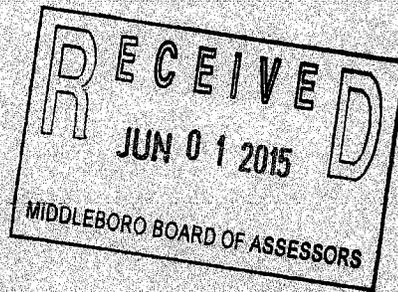
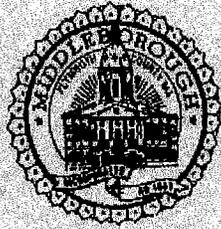
*Please note there is no additional charge for this page and it is intended to certify the information on the preceding or attached document (s)

LOCUS		OWNER NAME	APPLICANT NAME	PAGES			
MAP 052 LOT 2926 CHESTNUT STREET, MAP 052 LOT 3183 CHESTNUT STREET OFF, 053-1767 SONIA DRIVE & 053-2549 SONIA DRIVE		ROBERT S. & KAREN BACKLUND TRUSTEES	BRIAN WILLIAMS	1 of 2			
REASON FOR PROJECT		NAME OF BOARD	CONTACT #	DATE			
EARTH REMOVAL PERMIT		BOARD OF SELECTMEN	508-648-8529	6/3/2015			
parcel ID	Location	Owner name	C/O Owner	Mailing Address			
043-4448	PLYMOUTH ST	WHITE, JONATHAN TRUSTEE		319 MANLEY ST	WEST BRIDGEWATER	MA	02379
043-6485	SHORT ST	PIKE, ANNA TRUSTEE		38 SHORT ST	MIDDLEBORO	MA	02346
052-1896	WOOD ST	MOSLEY, ROBERT F & COLLEEN I		303 WOOD ST	MIDDLEBORO	MA	02346
052-2843	287 WOOD ST	FERREIRA, EDWARD M ETAL		287 WOOD ST	MIDDLEBORO	MA	02346
052-2974	20R CHESTNUT ST	DAY, JOSHUA A		20 CHESTNUT ST	MIDDLEBORO	MA	02346
052-3796	CHESTNUT ST	MCNAMARA, PHILLIP G TRUSTEE		P O BOX 687	MIDDLEBORO	MA	02346
052-3814	22 CHESTNUT ST	MCNAMARA, PHILIP G & CLARE E		P O BOX 687	MIDDLEBORO	MA	02346
052-4661	40 CHESTNUT ST	JACKSON, STEPHEN & LAURENTINA		40 CHESTNUT ST	MIDDLEBORO	MA	02346
052-4743	CHESTNUT ST	TOWN OF MIDDLEBOROUGH	MGMT-CONSERVATION COMMISSION	10 NICKERSON AVENUE	MIDDLEBORO	MA	02346
052-611	SADDLEWORTH WAY	NELSON, STEVEN L & ANGELA R		143 SADDLEWORTH WAY	MIDDLEBORO	MA	02346
052-672	SADDLEWORTH WAY	FERRIS, JOHN F & SANDRA L		117 SADDLEWORTH WAY	MIDDLEBORO	MA	02346
052-681	123 SADDLEWORTH WAY	RIDEOUT, CARL J & LORETTE M		123 SADDLEWORTH WAY	MIDDLEBORO	MA	02346
052-689	127 SADDLEWORTH WAY	PATEL, DASHARATH M & GEETABEN D		127 SADDLEWORTH WAY	MIDDLEBORO	MA	02346
052-691	SADDLEWORTH WAY	MAHAR, NATALIE TRUSTEE	TANGLEWOOD REALTY TRUST	323 MANLEY ST	WEST BRIDGEWATER	MA	02379

LOCUS		OWNER NAME	APPLICANT NAME	PAGES			
MAP 052 LOT 2926 CHESTNUT STREET, MAP 052 LOT 3183 CHESTNUT STREET OFF. 053-1767 SONIA DRIVE & 053-2549 SONIA DRIVE		ROBERT S. & KAREN BACKLUND TRUSTEES	BRIAN WILLIAMS	262			
REASON FOR PROJECT	NAME OF BOARD	CONTACT #	DATE				
EARTH REMOVAL PERMIT	BOARD OF SELECTMEN	508-648-8529	6/3/2015				
parcel ID	Location	Owner name	C/O Owner	Mailing Address	City	State	Zip
052-693	SADDLEWORTH WAY	MAHAR, NATALIE TRUSTEE	TANGLEWOOD REALTY TRUST	323 MANLEY ST	WEST BRIDGEWATER	MA	02379
053-1077	63 SHORT ST	TOURLES, JOHN J		63 SHORT ST	MIDDLEBORO	MA	02346
053-1868	77 SHORT ST	CASSERLY, ROBERT & MARY ANNE		77 SHORT ST	MIDDLEBORO	MA	02346
053-1875	6 SONIA DR	STEELE, ERIC L & ROSE-STEELE, ELISABETH		6 SONIA DR	MIDDLEBORO	MA	02346
053-2525	26 SONIA DR	MACPHERSON, GORDON L & CYNTHIA J		PO BOX 1210	MIDDLEBORO	MA	02346
053-2536	16 SONIA DR	CURPENSKI, RICHARD S & LYNN A		16 SONIA DR	MIDDLEBORO	MA	02346
053-2776	210 TISPAQUIN ST	MCGUIRE, THOMAS & PAULINE		210 TISPAQUIN ST	MIDDLEBORO	MA	02346
053-3585	TISPAQUIN ST	TOWN OF MIDDLEBOROUGH		10 NICKERSON AVE	MIDDLEBORO	MA	02346
053-4112	CHESTNUT ST	TOWN OF MIDDLEBOROUGH	MGMT-CONSERVATION COMMISSION	10 NICKERSON AVENUE	MIDDLEBORO	MA	02346
053-953	57 SHORT ST	HOLT, RICHARD & DONNA		57 SHORT ST	MIDDLEBORO	MA	02346
053-968	61 SHORT ST	VANDERZEYDE, KURT & MARY		61 SHORT ST	MIDDLEBORO	MA	02346
053-1853	69 SHORT ST	SURETTE, JAMES R & EILEEN O		69 SHORT ST	MIDDLEBORO	MA	02346
053-1059	66 SHORT ST	WHITE, STEPHEN J & JOANNE M		66 SHORT ST	MIDDLEBORO	MA	02346
053-1024	62 SHORT ST	DONNELLY, STEVEN & MARIE		62 SHORT ST	MIDDLEBORO	MA	02346
053-1095	SHORT ST	CHOP CHAQUE CRANBERRIES INC		34 WASHINGTON ST	WELLESLEY	MA	02481
053-1917	72 SHORT ST	DOOLIN, RICHARD F III & BARBARA		72 SHORT ST	MIDDLEBORO	MA	02346

30 Abutters

34.00 balance



Chestnut St
Chestnut St
Sonia Dr

CERTIFIED ABUTTERS LIST REQUEST

Date: _____

LOCUS: Map 052-052 Lot 2926 3183 Unit _____

Property Address: 053 053 1767 2549 Sonia Dr. Middleboro

Board or Office For: Board of Selectman

Subdivision/Reason for Project: Earth Removal Special Permit

Owner's Name(s) & Address: Robert S Brockland & Karon Trs
3182 West Mill Rd. N, Floy, VA 24091

Applicant Name & Address: Brian R Williams
(if different from Owner) POB 235, White Horse, Bath, MA 02251

CONTACT NAME & PHONE #: Brian Williams - 508-648-8529

*Selectman's Office, Zoning Board and Planning Board require a certified abutter's list of all abutters within 300' in all directions including across the street. If it is for a Liquor License, all schools and churches within 500' will be included on the list.

*Planning Board also requires a Form E to be included with the submission of the list.

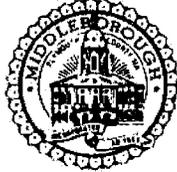
*Road Completion will include every parcel that abuts the roadway (locus lots) and every direct abutter to those lots (non-locus lots). The locus and non-locus lots will be listed on separate pages.

FEES: The Abutters list fee is \$25.00 for the first page or the first 13 abutters and then \$2.00 for each additional abutter on the remaining pages. The first \$25.00 is due with the submission of the request.

NO REFUNDS: Once the abutter's list request is submitted and completed by this office, absolutely no refunds will be given.

THE CERTIFICATION MAY TAKE UP TO 10 WORKING DAYS: The Contact Person will be notified once the certified abutter's list is complete.

401-207-9889



The Board of Selectmen, acting in its capacity as the Board of Health, will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, June 29, 2015 at 7:30 PM, for the purpose of adopting Body Piercing Regulations for the Town of Middleborough. Anyone wishing to be heard on this matter should appear at the time and place designated.

Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane Stewart
Stephen J. McKinnon
BOARD OF SELECTMEN

Publish: June 18 & 25, 2015

Private party responsible for payment

Town responsible for payment

Please provide Selectmen's office with amount due.

Advertiser #300074

Continued to 7.13.15 @ 7:20 pm
Continued to 7.27.15 @ 7:20 pm
" " to 8.10.15 @ 7:20 pm
" " " " 8.24.15 @ 8:15 pm

TOWN OF MIDDLEBOROUGH- BOARD OF HEALTH

BODY PIERCING REGULATION

PURPOSE: The Town of Middleborough Board of Health is promulgating a regulation which provides minimum requirements to be met by any person performing body piercing upon any individual and for any establishment where body piercing is performed. These requirements include, but are not limited to, general sanitation of premises wherein body piercing is to be performed and sterilization of instruments. This regulation is necessary to protect the public's health by preventing diseases, specifically including, but not limited to transmission of hepatitis B and/or human immunodeficiency virus.

In addition, the regulation establishes procedures for registration with the Middleborough Board of Health of all persons performing body piercing, establishes minimal training standards for the prevention of disease transmission and for knowledge of anatomy and physiology, for regular inspection of premises wherein body piercing is performed, and for revocation of the registration of any person or establishment in violation of this regulation. An annual, non-transferable registration fee set by the Town of Middleborough shall be paid by any person or establishment registered under this regulation.

SECTION 1- DEFINITIONS

Words and phrases used in this regulation and set forth below shall have the following meanings.

1. "Body piercing" or shall mean any method of inserting a needle into the body to place jewelry in the body, other than in the earlobe.
2. "Body Piercer" shall mean any person who performs piercing of any part of body, other than the earlobe, by use of an appropriate piercing gun.
3. "Board of Health Permit for Body Piercing" means a written Board of Health permit authorizing the person named therein to engage in the work of body piercing.
4. "Operator" shall mean any person who owns, controls, operates, conducts or manages any piercing establishment, whether actually performing the work of piercing or not.
5. "Minor" shall mean any person under the age of eighteen (18).

6. "Piercing Studio" shall mean any room or space where piercing is practiced or where the business of piercing is conducted or any part thereof.
- 7 "Antibacterial Solution" means any solution used to retard the growth of bacteria approved for application to human skin and includes all products so labeled.
8. "Germicidal Solution" means any solution which destroys germs, and is so labeled.
9. "Sterilization" means holding in an autoclave for thirty (30) minutes, at twenty (20) pounds pressure, at a temperature of 275 degrees Fahrenheit.
10. "Sanitary" means clean and free of agents of infection or disease.
11. "Sanitized" means effective bacterial treatment by a process that provides sufficient concentration of chemicals for enough time to reduce the bacteria count including pathogens to a safe level on equipment.
12. "BOH" means the Town of Middleborough Board of Health.

SECTION 2 - GENERAL PROVISIONS REGARDING BODY PIERCING

1. No person shall perform piercing on a minor unless at the time for piercing the minor is accompanied by the minor's parent or legal guardian who has signed a Statement of Consent form ("consent form")."
2. No piercing of the genitalia shall be allowed.
3. No piercing of animals shall be allowed in a piercing studio.
4. Pre-procedural consultation to discuss body piercing, its risks and potential complications shall be required with each person who is to undergo a piercing ("client"). An informational pamphlet approved by the Board of Health and a consent form shall be signed by all clients. Clients shall be supplied a copy of the consent form and the consent form shall be kept on file by the Body Piercer.
Clients should be told to consult with their physician regarding any medical condition which could be exacerbated by the piercing procedures (i.e., hemophilia, open sores, etc.).
5. Clients who admit to or are obviously under the influence of alcohol or other judgement altering drugs shall not receive a body piercing.

6. A Body piercer when carrying on a piercing procedure shall not be under the influence of any substance, legal or illegal which might impair their judgement or ability to properly perform body piercing.
7. Clients shall receive verbal and written instructions on the cleaning, use of antiseptics and other specific instructions for each piercing after the piercing, including the signs and symptoms of complications.
8. Appropriate disinfectants must be used to disinfect the surface of the skin in the area to be pierced, prior to piercing.
9. Infections and adverse reactions of any kind suspected from the application of piercing, which become known to the Body Piercer, shall be reported to the BOH within 24 hours and the client referred to a physician for examination.
10. Body Piercers who receive needle stick injuries and/or any potential exposure to blood-borne pathogens on the job shall follow OSHA guidelines on the reporting and follow up on needle stick injuries. OSHA guidelines for needle stick follow up shall be conspicuously posted. (Code of Federal Regulations 29 CFR 1910.1030 (f)).
11. It is required that Body Piercers receive the series of Hepatitis vaccinations and tetanus doses or booster shot.

SECTION 3 - BODY PIERCER REGISTRATION.

1. No person shall perform body piercing, display a sign or in any other way advertise or purport to be a Body Piercer unless that person holds a Board of Health Permit for Body Piercing. Body Piercers shall be required to demonstrate proper sanitary procedures and to develop and submit their policy on infection control to the BOH's Health Department.
2. An applicant for new or renewal Board of Health Permit for Body Piercing shall pay a fee as established by the Middleborough Board of Health and shall show to the satisfaction of the BOH's Health Department that the applicant:
 - a. Has complied with the applicable rules of the BOH.
 - b. Upon application, has provided evidence in the form of a drivers license/state Identification card or federal identification card that applicant is not less than 18 years of age. A photocopy of the I.D. shall be on file.
 - c. Upon application, has signed a form consenting to abide by the rules and regulations and recommended procedures on the prevention of disease transmission in body piercing, sanitation, sterilization, handling of infections, universal body fluid

precautions), sharp and biologic waste disposal and wound care as stated in the Federal Register of EPA Rules and Regulations on Bloodborne Pathogens.

d. Upon application, shall notify the BOH in writing of the regular address of the place where the person performs or intends to perform body piercing and shall keep the permit conspicuously posted in the place of business at all times. Body Piercers shall carry out body piercing only at facilities licensed to perform body piercing.

SECTION 4- MINIMAL TRAINING

Body Piercers must show evidence or current certification and completing of courses identified in paragraphs 1 and 2 below **prior to receipt of a permit.**

1. Basic Training in First Aid and advanced CPR as well as proof of attendance at required renewal courses.
2. Completion of a course on Prevention of Disease Transmission and Blood borne Pathogens, conducted by an instructor trained and sufficiently knowledgeable to teach this OSHA course. Such knowledge shall include the requirements of standards 29 CFR 19010.1030.

SECTION 5- FACILITIES AND EQUIPMENT

1. PEIRCING FACILITY

- a. A body piercing facility shall be inspected and approved by the BOH Health Department.
- b. Facilities must be located in an area zoned for business.
- c. No person is to operate a body piercing facility without first obtaining a permit from the Board of Health
- d. Facility design, furniture, lighting, plumbing, water and sewage must be in accordance with local ordinances.
- e. With the exception of service animals (e.g. guide dogs); no animals shall be allowed on the premises.
- f. The floor and all other surfaces shall be, at all times maintained in a clean condition. The walls and ceilings shall be kept clean and in good repair at all times. Light fixtures, decorative materials and similar equipment attached to the walls or ceilings shall be kept clean.

g. Adequate ventilation (such as air conditioning, etc.) to keep the area dry and air circulating should be used. ("Adequate Ventilation" shall mean a free and unrestricted circulation of fresh air throughout the body piercing studio and the expulsion of foul or stagnant air.) The use of a H.E.P.A. ventilation system is highly recommended.

h; Convenient, clean, and sanitary toilet and hand washing facilities shall be made accessible to customers. A sign shall be posted in the bathroom which forbids insertion or handling or piercing/jewelry. The plumbing fixtures and toilet room shall be maintained in a sanitary manner and in good repair. Single service hand towels or mechanical means for hand drying shall be provided.

i. In accordance with state regulations proper biologic waste and sharp disposal of single-use items and needles exposed to body fluids shall be required. Only medical grade sharps containers that are puncture-resistant, with tight-fitting-lids are acceptable.

j. Body Piercers shall be equipped with appropriate sterilizing equipment. (i.e. a working steam autoclave). Autoclaves must be spore tested monthly by independent laboratories to insure they are working adequately.

k. Body Piercers shall be equipped with appropriate cleansing equipment.

2. WORK AREA

a. Each body piercing facility shall have a separate work area not used for any other purpose. No one shall be pierced at any other location in the studio other than the work area.

c. No customer should be allowed to perform their own piercing/insertions anywhere on the premises.

d. Work areas shall not be used as a corridor for access to other rooms.

e. The area where body piercing is to be performed must be performed in a separate room with no other purpose.

f. The floors, chairs and table tops where body piercing equipment and body piercing work is done should be non-porous. Carpet is not permitted as a floor covering in the work area where the body piercing is performed.

g. The work area should be well lighted. Work areas shall have at least fifty (50) foot candles of light measured at the height of the work table.

h. Facilities shall be equipped with sinks and basins with hot and cold running water in the room for the exclusive use of the Piercers for washing their hands and preparing their clients for body piercing.

- i. A covered waste receptacle with disposable liner bags shall be located in the work area.
- j. No person shall smoke or consume any food or drink in the work area.
- k. No other activities, (such as hair styling, etc.) shall be performed in any room designated for body piercing.

SECTION 6- OPERATION PROCEDURES FOR FACILITIES~ BODY PIERCERS

1. SANITARY PROCEDURES BEFORE BODY PIERCING

Body Piercers shall before performing Body Piercing:

- a. Complete all business transactions.
- b. Complete client consent forms and provide a copy to the client with informational pamphlet.

Regarding Piercers Jewelry:

- a. Client and Body Piercer should have appropriate size and quality jewelry chosen before the procedure begins.
- b. Only appropriate jewelry should be used in piercing. Appropriate jewelry is made of implant grade, high quality surgical stainless steel (316 E series), solid 14k or 18k gold, niobium) titanium, platinum. Appropriate jewelry shall have no nicks, scratches, or irregular surfaces which might endanger the tissues.
- c. Ear studs or other jewelry designed for earlobe piercing are not appropriate jewelry for other body parts and shall not be used by piercers.

2. HAND WASHING & GENERAL HEALTH

Before working on each patron, the body piercer shall:

- a. Inspect hands for small cuts and abrasions.
- b. Refrain from body piercing or handling equipment if they have open sores, weeping dermatitis or lesions on hands or arms until the condition has cleared.
- c. Refrain from body piercing until the condition has cleared, if they have a cold, flu or other communicable disease.
- d. Wash hands, wrists and up to elbows with antibacterial solution.

- e. Dry hands thoroughly with single use disposable towel such as a paper towel or air dry under a heat dryer.
- f. Put on medical-grade latex (or its equivalent) gloves.

SECTION 7- BODY PIERCING PROCEDURES

Body Piercers Shall:

- a. Set up equipment in front of client.
- b. Sealed autoclave bags containing any equipment required to be sterile, shall be opened in front of the client, and the autoclave bag discarded.
- c. All jewelry contaminated with only airborne pathogens (not previously worn or contaminated) should be disinfected with a non-hazardous hard-surface disinfectant approved by the E.P.A. All jewelry contaminated or potentially contaminated with blood borne pathogens (previously worn by another person) should be autoclaved, stored in sterile indicator bags, sealed and dated.
- d. All needles used in piercing must be pre-sterilized, used on one person, in one sitting, for single piercing and immediately disposed of in a medical sharps container.
- e. All forceps and tubes must be pre-sterilized and stored in sterile indicator bags, sealed and dated, used on one person, in one sitting. After one such use, they must be autoclaved and stored in sterile indicator bags, sealed and dated.

SECTION 8- DISINFECTION ROUTINE

Body Piercers Shall:

- a. Put on fresh gloves for disinfection routine.
- b. Move in such manner to avoid re-contamination of surfaces.
- c. Discard disposable items and remove from areas.
- d. Remove plastic barrier film (if used) and disinfect surface areas, drawer pulls, cabinetry, telephones, lamps, chairs) sinks, ultrasonic tanks, tables, chairs, floor area and any other surfaces that might have become contaminated.
- e. Dispose of single use (disposable) lap cloths.

- f. Remove gloves, wash hands and discard gloves.
- g. Use bio-hazard bags and discard materials after each client.
- h. Discard materials in medically appropriate manner.
- i. All reusable non-sterilizable implements such as marking pen should be nonporous and disinfected after each use with an EPA approved hard-surface disinfection liquid. Non-spray wipes for surfaces and liquids for soaking jewelry are preferred over spray disinfectants which may disperse pathogens into the air.
- j. Cleansing with ultrasonic cleaners should be the rule for removal of bacitracin or other triple antibiotic solutions, blood and other particles from a used contaminated implement (i.e. jewelry, forceps, insertion tapers, and pliers) followed by steam autoclave.
- k. Steam autoclave must be used on **all equipment** that may come in contact with the client or the jewelry (i.e. receiving tubes) rubber bands, insertion tapers, forceps, files, gauge wheels, pliers.) Equipment shall be bagged, dated and sealed and stored in a non-porous, dark dry cool place such as a medical Credenza) etc. Spore indicators shall be used with each load to ensure spore eradication. Instruments shall be autoclaved at a temperature of 273 degrees F under pressure of 20 PSI for 30 minutes from start. Autoclaves shall be spore tested by independent laboratories at least once every month to induce efficacy. Immersion in cold germicidal solutions provides incomplete sterilization and is inappropriate.
- l. Appropriate ear piercing guns should only be used for piercing ear lobes and shall not be used for piercing any other body part.
- m. Iodine, antiseptics and other ointments used shall be applied with single use applicators. Applicators that have touched a client once may not be used to retrieve antiseptics, iodine or other materials from containers and shall be disposed of after single use.

DISPOSAL OF WASTE IN ACCORDANCE WITH INFECTIOUS WASTE REGULATIONS

- 1. Bar setups, piercing needles) razor blades or other sharp instruments which are not to be sterilized shall be disposed of in medically approved sharp containers that are puncture resistant and have tight fitting lids.
- 2. Containers of sharp wastes shall be sent to a facility where they are either incinerated or otherwise rendered nonhazardous.

3. Disposable waste shall be placed in easily cleanable, closed containers with tight fitting lids, to prevent leakage or spoilage.
4. Waste containers shall be kept closed when not in use.
5. Disposable waste shall be handled, stored, and disposed of to minimize direct exposure of personnel to waste materials.
6. An appropriate medical waste disposal firm shall be contracted to remove all waste.

SECTION 9- MOBILE ESTABLISHMENTS:

1. Mobile piercing studios shall not be allowed to operate in the Town of Middleborough.

SECTION 10- FEES

1. A permit to operate and fee in the amount established by the Town of Middleborough shall be required of all persons who carry Body Piercing as:
 - Body Piercers (see application)
 - Body Piercer Apprentices (see application)
 - Body Piercing Facility (see application)
2. Payment of fees shall be made at the Town Middleborough Health Department, 20 Centre Street, Middleborough, MA 02346 CHECK MADE PAYABLE TO THE TOWN OF MIDDLEBOROUGH.

SECTION 11- ENFORCEMENT PROCEDURES:

The Body Piercers permit to operate may be suspended immediately upon notice to the holder (without a hearing) when the Middleborough Health Department has reason to believe that an imminent health hazard exists. Failure to comply with any of the above regulations may result in immediate revocation of the permit to operate.

1. When a permit holder violates a provision of this regulation, the BOH may serve the permit holder a written notice specifying the violation. The notice may allow the permit holder a reasonable time to eliminate the violation.

- a. Whenever a permit holder fails to comply with a written notice issued by the BOH under this regulation, the BOH may, after hearing, suspend the permit held by the permit holder.

- b. The BOH after hearing may revoke a permit held by a person pursuant to this regulation if the permit holder (1) has violated a provision of this regulation, (2) has violated any provision of this regulation two or more times, or (3) Has interfered with the BOH Health Department in the performance of its duties, or (4) is found guilty of any crime related to body piercing.

- c. No person shall perform body piercing without a body piercing permit issued by the BOH pursuant to this regulation.

- d. Any person who violates any provision of this regulation shall be subject to being punished by a fine of not more than one thousand dollars (\$1,000.00) imposed by the District Court pursuant to a complaint or an indictment.

- e. The BOH or BOH Health Department may issue an order to secure to secure compliance with this regulation if it is determined that a person is violating any provision of this regulation.

Section 12 - Retention of Records

1. The owner of a Piercing Studio shall maintain proper records for each client. Proper records shall include-
 - (a) Date when piercing was carried out;
 - (b) The name, address, telephone number and age;
 - (c) Government issued photo identification (as proof of age);
 - (d) Location and design of the body piercing;
 - (e) Name of Body Piercer.

2. The owner shall permanently enter records in a book with pre-numbered pages and kept solely for this purpose. Any records which cannot be stored in the book shall be stored elsewhere in the Piercing Studio

3. All records shall be available for inspection by BOH Health Department personnel.

4. Records of a client shall be maintained for a minimum of five (5) years from the date of the body piercing.

Section 13 Denial, Suspension or Revocation of Registration

1. The BOH may deny an application for a permit under this regulation for failure to comply with this regulation.
2. An applicant shall be entitled to a hearing before the BOH if the BOH Health Department notifies the applicant that it appears that the application will be denied and the reason(s) for such denial.

18.2 Whenever an action shall be proposed to deny an application, revoke or suspend a registration, the Health Department shall notify the person by certified mail, setting forth the reason(s) for the proposed action.

18.3 The applicant or registrant shall be given an opportunity for public hearing before the Middleborough Board of Health.

18.4 If it is determined that a person is violating any provisions of the rules and regulations herein, the Health Dept. may issue an order to secure compliance.

SECTION 14 - SEVERABILITY

If any provision of this regulation is declared or found to be invalid by a court of competent jurisdiction, the remaining provisions of this regulation shall remain in full force and effect.

TOWN OF MIDDLEBOROUGH

BODY PIERCING APPLICATION

Body Piercer () \$100.00
Body Piercer Apprentice () \$50.00
Body Modification Facility () \$200.00

Date: _____

Permit#: _____

New Application: ()

Renewal: ()

1. Name: _____
(Last Name) (First Name) (Middle)

2. Date of Birth: _____
(Month) (Day) (Year)

3. Identification Card:
State Driver's License: _____

State Identification Card: _____

4. Facility Name: _____

5. Facility Address: _____

6. Facility Telephone: _____

7. Provide the following:

A. Evidence of course completion in Preventing Disease Transmission. (Applicant must show a dated certificate of completion from either American Red Cross or Association.

B. Evidence of current certification in First Aid/CPR. (Applicant must show a dated certificate of completion of a course in First Aid/CPR which demonstrates the required course was completed within the last two (2) years).

C. Proof of completion of a course in Anatomy and Physiology

D. Proof of one (1) year of apprenticeship training.

APPLICANT/BODY PIERCER STATEMENT OF CONSENT:

I understand that this registration expires on June 30th of this year. I understand that any notice required to be given by the Middleborough Board of Health to me may be given by mailing the notice to the address of the last place of business facility address) of which I have notified the Middleborough Board of Health. I have received a copy of the Middleborough Board of Health's regulations and recommended infection control procedures regarding body piercing. I agree to abide by these regulations and procedures. I agree to work only out of facilities that are in compliance with Middleborough Board of Health requirements. I agree to post the following valid and updated documents conspicuously in my place of business at all times:

Certificate of Registration for all body piercers working in the facility,

A signed copy of an agreement to comply with Middleborough Board of Health Rules and Regulations for Body Piercing, which contains the Recommended Procedures and Infection Control Practices for Body Piercing.

A signed copy of compliance with Middleborough Board of Health Recommended Procedures and Infection Control Practices for Body Piercing.

I hereby certify, under pains and penalties of perjury, that to the best of my knowledge, the information provided on this application is complete and accurate and not misrepresented in any way.

Date
Signature

Name and Title (print)

Office Use Only: Approved Effective Date: _____ Registration
Fee Paid: _____

Disapproved, Comment: _____

CLIENT'S CONSENT FORM

A client consent form for receiving body piercing MUST contain at least the following information and must be kept on file by the Body Piercer for a minimum of three years.

Clients Name _____

Record of Clients Form of Identification NOTE: for your own protection, make a photocopy of both sides of the identification card). Photo ID only. IF YOU HAVE ANY DOUBTS ABOUT THE AUTHENTICITY OF THE IDENTIFICATION, DO NOT PIERCE THE CLIENT!

Signed statements from the client which include the following:

I certify that I am at least 18 years of age and have provided legitimate identification to validate this.

I am not currently under the influence of alcohol or drugs that might impair my judgement.

I have:

- reviewed ordinance section on sanitary procedures for body piercing,
- been informed of the risks of receiving body piercing, including the possibility of allergic reaction to jewelry,
- been given a care/instruction sheet on how to take care of my body piercing,
- been informed of procedures for reporting any complications with the piercing to the body piercer and to medical personnel.

Client's Signature _____



NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, August 24, 2015 at 8:30 PM** in the Selectmen's Meeting Room at the Middleborough Town Hall in Middleborough, MA. The hearing will be conducted pursuant to the authority under the Rent Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents And Evictions" and Chapter 703 of the Acts of 1985 to consider a petition filed by Hillcrest Mobile Home Tenants Association, Inc. for a Certificate of Eviction of **Robert & Beverly Capeau** re eviction from Hillcrest Mobile Home Park (the "Park"). Hearing procedures will be governed by the Informal/Fair Hearing Rules pursuant to 801 CMR 1.02. The Park Owner and the tenant shall each have the right to participate in the hearing and have the right to be represented at the hearing by an authorized representative or attorney. They, or their representative/attorneys, shall have the right to prepare and present relevant evidence and argument at the hearing.

The issues involved in the hearing include:

- Whether the tenant has failed to pay required rent.
- Whether a Certificate of Eviction will be issued by the Rent Board.

TOWN OF MIDDLEBOROUGH RENT BOARD

Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane Stewart
Stephen J. McKinnon

**Middleborough Rent Board
10 Nickerson Ave.
Middleborough, MA 02346**

APPLICATION FOR CERTIFICATE OF EVICTION

Pursuant to Section 10 of the Middleborough Rent Board Regulations for Mobile Home Accommodations, Rents and Evictions:

Owner: Hillcrest Mobile Home Tenants Association, Inc.

Tenants: Robert and Beverly Capeau

Bases for eviction:

As demonstrated by the documents attached hereto, pursuant to a Member Occupancy Agreement, dated October 26, 2013, Tenants Robert and Beverly Capeau are obligated to pay lot rent, but have failed to pay lot rent. Robert and Beverly Capeau have failed to abide by the Member Occupancy Agreement, and are currently in arrears in the amount of \$1,232, as of July 1, 2015.

On May 4, 2015, Robert Capeau and Beverly Capeau were served with a 30 day Notice to Quit for non-payment by Certified Mail, Return Receipt Requested. Beverly Capeau signed the Return Receipt on May 7, 2015.

Accordingly, we respectfully request that the Rent Board issue to Owner a Certificate of Eviction for Robert and Beverly Capeau, and any and all others occupying the premises of 2 Lisa Drive, Middleborough, MA 02346.

Under the pains and penalties of perjury,



Hillcrest Mobile Home Tenants Association, Inc.

By: Francis X. Cuddy, President

Attorney for Owner

Adam Bond, Esq. (BBO#652906)

11 N. Main Street

Middleborough, MA 02346

T: 508-946-1165

F: 508-946-1057

Dated: July 6, 2015

Hillcrest Mobile Home Tenants Association, Inc.

Membership Agreement

Date 10-26-2013

Member Address/Lot# 2 Lisa Dr. - Lot 34

1. Agreement to become a Member

I (We), Beverly Capeau
(hereafter "Joining Member"), hereby agree to purchase One Membership Share in the Hillcrest Mobile Home Tenants Association, Inc., a Massachusetts non-profit corporation, formed under Section 180 /Section 157b of Massachusetts General Laws.

2. Acceptance and Payment

All memberships are subject approval by the Association. I (We) agree to pay the Membership Fee of One hundred dollars (\$100) dollars for the Membership Share as follows:

- > ~~\$5~~ paid at signing of this document,
- > \$25 Paid at or before closing
- > \$ \$75 Balance remaining, which I promise to pay

paid \$ 5.00
25.00 11/24/2013
30.00 PAID

Said Balance of \$75, without interest, until paid, in consecutive **minimum** monthly installments of Five Dollars (US \$ 5.00) on the first day of each month beginning the month after Closing, until the entire Membership Fee is fully paid, except that any remaining Membership Fee, if not sooner paid, shall be due and payable no later than 24 months following Closing.

This Promise to Pay has no penalty if paid off sooner. Before closing, all funds received shall be held in escrow by the Cooperative Development Institute. At closing, they will go to the general fund of the Association. If closing does not take place, they will be returned to the Member in full within 30 days.

This Membership Fee is refundable in the event that Hillcrest Mobile Home Tenants Association, Inc. does not purchase Hillcrest Mobile Home Park.

Failure to make the full and punctual payment of any amount due under or of any late charges is a default.

Hillcrest Mobile Home Tenants Association, Inc.

Member Occupancy Agreement

Address: Lot 34 2 Lisa DR
Middleboro, MASS
023

This Agreement, made and entered into at Middleborough, Massachusetts, Commonwealth of Massachusetts this 26th day of Oct., 2013 by and between Hillcrest Mobile Home Tenants Association, Inc. a non-profit cooperative corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 48 Hamlet Avenue Woonsocket, RI, Tel. #401-765-7300, (hereinafter called the "Corporation"), and

Beverly Capeau

(names) (hereinafter

called the "Member") of 2 Lisa DR, Middleboro, (street address
MASS-02346 Lot 34
of lot) Middleborough, Massachusetts, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as Hillcrest Mobile Home Park, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation, the Bylaws, and the Community Rules of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community, and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of One Hundred Dollars (\$100); and will receive a Certificate of Membership in the Corporation once the fee has been paid in full; and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation the lot known as

Lot 34

Hillcrest Mobile Home Park, Middleborough, Massachusetts, (hereinafter called the "Lot") in the Community.

Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of \$281 for Member's owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30th day of each month. All such late fees as well additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Association, and the per-unit, per month fee of Twelve dollars (\$12.00) payable to the Town of Middleborough.

While Middleborough DOES NOT now tax the home owned by Member, IF the town should ever assess and tax individual homes in the community, the Member agrees to timely pay those assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Members shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

Article 4 - Unpaid Rents: Member (and Member's spouse signing this agreement for these purposes, if not as a Member) recognizes that the Association has a lien under Massachusetts law for payment of lot rent and advances as provided by this agreement or by statute.

Article 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law, the Corporation's Bylaws, or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall abide by the terms and conditions of MGL c. 140 § 32A through S, this Agreement, and the Articles

of Incorporation and Bylaws of the Corporation, and Community Rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules and Bylaws in effect at the execution of the Occupancy Agreement. The Member is also informed that a copy of the Massachusetts Attorney General's regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

The Member further agrees to participate "Cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, Resident Homeowners, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member is responsible for all repairs and maintenance (but not replacement except if the replacement is due to the negligence of the Member) of any aboveground fuel-storage Tank (AST) on Member's lot.

The Member may do substantial landscaping of their sites after complying with all enforcement rules on digging and obtaining the Association's prior written approval, which shall not be unreasonably withheld or delayed. Any damage due to negligence is the responsibility of the Member. This rule does not prevent Members from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, other plantings, and trimming of over-hanging limbs. The Member, in removing Member-installed plants, shall restore the site to its original landscaped condition.

The Member should carry homeowner's insurance including general liability insurance; however, because the Corporation is not able to effectively monitor that the homeowner's insurance coverage is current, it is the Member's responsibility to keep it current.

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be

called from time to time; to provide copies of annual audit of the Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Notices to Quit for Nonpayment of Rent may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

Article 11 - Limitation on Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Article IV of the Bylaws as may be amended from time to time and agrees to abide and comply therewith, including the following:

- A. Any Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become Members of the Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. The proposed homebuyer shall complete an application for residency and provide evidence of financial ability to pay the rent and other charges associated with ownership of the unit and meet the approved creditworthiness and criminal criteria as determined by the directors from time to time. An application shall be acted upon within ten (10) days of receipt by the Corporation Board of Directors and any such failure to act shall be deemed an approval of the application.
- C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer

documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

Article 12 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 13 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 14- Notices: Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 16-Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation and the Members. The adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Resident Homeowner.

Article 17- Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all legal fees and costs incurred by the Corporation, subject to the last sentence of this paragraph. These fees and costs will be paid by the Member, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with any appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the Member in accordance with this document and the Community Rules. The Corporation shall be liable for such fees in the event the Member prevails in any such action.

In the event a legal action is commenced against the Corporation by a Member, if the Member prevails, the Member shall be entitled to costs incurred in such action, including legal fees (except if the Corporation is found to have contested the action in good faith), and

if the Corporation prevails in said action or the action is withdrawn by the Member, the Member shall be required to reimburse the Corporation in defending such action (except if the Member is found to have prosecuted the action in good faith). The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

b

Article 18 - Time of the Essence: Time is of the essence of this Occupancy Agreement and any term, covenant or condition contained herein.

Article 19- Joint and Several Liabilities: If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

Article 20-Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 21 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

Article 22-Contact Information:

Member Name(s): Beverly Capeau

Telephone: 508-947-4190

Names of each additional person(s) living at the above address:

Emergency Contact Information

List the name, address, and phone number of the person you would want notified in case of an emergency:

DONALD Capeau
73 Wareham St.
Middleboro, MASS
02346

1-508-947-5948

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

By: 

Name: JOHN CORMIER

Title: PRESIDENT

Hillcrest Mobile Home Tenants Association, Inc.

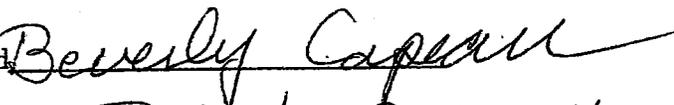
Its duly authorized Officer

By: 

Name: Frank Rudy

Title: Boardman

Members:

Signed: 

Printed Name: Beverly Capeau

Signed: 

Printed Name: Robert Capeau

Signed: 

Printed Name: Robert Capeau

Titled Members must sign above. Untitled spouses are also encouraged to sign above.

Non- titled spouses must sign to acknowledge interest of Corporation in the case of delinquent rent.

Spouse:

Signed *Robert R. Caprau*

Printed Robert Caprau

Witness to all signatures:

Signed: _____

Printed Name: _____

5.3 Special Meetings of the Membership

- A. Special meetings of the Membership may be called by (i) the President on his or her own initiative; (ii) the Board of Directors on its own initiative; or (iii) by the Secretary of the Corporation upon petition of at least one tenth (1/10) of the Members which would constitute a quorum of a meeting of Members. Such Member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after it initiates such meeting or within 30 days of receipt of such demand, as the case may be.
- B. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided. Absentee Ballots, witnessed by a director, are allowed as provided under 6.3 (D) only if a specific question is being asked of members at a special meeting, and if it is included in the Scope of Notice.

ARTICLE VI Board of Directors

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of a 9 (nine) Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance reciprocity, or mental or physical handicap. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. All Directors shall serve for a term of two years, except that at the first election, the President and Vice President (but not the President and Treasurer in same year] will be elected for one-year terms, or until their successors are duly chosen. No Director may serve for more than three consecutive two-year terms.
- * D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation, or at a special meeting held in place thereof. All newly

1. If initiated by the Board of Directors: a majority vote of the Board of Directors, or
 2. If initiated by a Membership Petition: after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.

¶ 6.6 Vacancies

Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall fulfill the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may receive compensation for their freely-executed contracts approved by the Board or Membership as the case may require, so long as the contract does not create a conflict of interest.

ARTICLE VII Officers

7.1 Roster of Officers

The Officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer, and any other designated position as decided by the Membership. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two of these three officers: President, Treasurer, Secretary. No more than one individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of two thousand dollars (\$2,000), or more of Corporation resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) per Fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

10.3 Ethics, Procurement and Conflict Of Interest

The Corporation shall adopt, and all Director-Officers shall abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy.

10.4 Records

The records of the Corporation shall be kept by the Directors then in office and transferred to newly elected Directors upon changeover.

10.5 Inspection of Books and Records

- A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

10.6 Fiscal Year

The fiscal year of the Corporation shall be the twelve (12) month period ending the last day of September of each year. The Corporation shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of state law.

Joining Member

Beverly Capeau 508-947-4190
Members(s) Current Address and Telephone Number

2 Lisa Dr. Middleboro, MASS.
02346

The Corporation may, at its option exercisable in its sole and absolute discretion by notice to Joining Member at any time during the existence of a default, declare immediately due and payable the entire Membership Fee due and payable in full.

The remedy of Corporation for a default is to declare that the Joining Member is not in Good Standing under the Bylaws of the corporation and the Corporation therefore may revoke the Membership of the Joining Member for non-payment, as provided under said Bylaws.

Presentment for payment, demand, notice of dishonor, protest, and notice of protest, stay of execution and all other suretyship defenses to payment generally are hereby waived by Joining Member, and by any surety, guarantor and/or endorser of this Promise to Pay. No extension or indulgence or release of collateral granted from time to time shall be construed as a novation of this Promise to Pay or as a waiver of the rights of Corporation herein.

This Promise to Pay shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

If the Corporation does not accept this Membership Agreement in its sole discretion, then all the Corporation's rights and responsibilities as well as my rights and responsibilities will terminate, and I (we) will receive back all money that I (we) have paid to the Corporation for this Membership Interest, with the exception of my (our) pro rata share of Joining Fees expended by the corporation.

3. Membership Shares

I (We) understand that the major purpose of Membership is to permit the residents of the community to democratically manage and control our manufactured housing Community. Upon acceptance of this agreement, I (we) understand that I (we) will enjoy all rights of membership as long as I (we) remain current in my (our) obligations. I (We) understand that as a member(s), I (we) have a responsibility to participate in the management of the Corporation. I (We) agree to abide by the Corporation's Bylaws and Community Rules.

I (We) understand and agree that the value of our Membership Share, and the right to sell or transfer the Membership Share, and other legal rights relating to the Membership Share, will be governed by the Articles of Incorporation and the Bylaws of the Corporation, as determined by the Corporation's Board of Directors and Membership.

4. Subordination

I (We) understand and agree that any rights created by this Membership Agreement are subject and subordinate to any mortgages or debts encumbering the Corporation's property at any time.

5. No Assignment

I (We) understand and agree that the Membership Agreement, Membership Share, and all rights created by such cannot be transferred, assigned, or given away to any other person or entity, except as specified in the Bylaws and as determined by the Corporation's Board of Directors and Membership.

6. Default by Joining Member

If I (we) default in any of the obligations in this Agreement, and the default continues for more than 30 days after notice from the Corporation, then, at the option of the Corporation, I (we) will lose the rights under this Agreement, and the Corporation may retain refund Membership Fees paid in accordance with its rights under the Bylaws of the Corporation.

If I (we) decide to move out of the unit and, therefore, withdraw from Membership, this shall not be judged a default. The Board of Directors shall have the power to purchase the Membership Share Interest for the amount paid toward the Membership, and shall approve a new Membership Agreement for that Membership Share.

7. No Other Representations

All understandings and agreements made between the Corporation and the Subscriber(s) are contained in this Membership Agreement and the Corporation's Articles of Incorporation, Bylaws, Rules and Policies. No other representations, oral or written, shall be considered a part of this Agreement. This Membership Agreement cannot be changed except in writing, and approved by the Corporation's Board of Directors and the Members.

IN WITNESS WHEREOF, the undersigned has executed this Membership Agreement on the date first above written.


Joining Member



Membership Fee Payment Schedule

Total Membership Fee	Minimum Paid Upon Signing Membership Agmt.	Minimum Paid At of Before Closing (25%)	Balance Paid Within 24 mos. after Closing	Monthly Prmt. Required to Complete within 24 mos.
\$100	\$5	\$25	\$75	\$5.00
\$200	\$5	\$50	\$150	\$6.25
\$500	\$5	\$125	\$375	\$15.63
\$1,000	\$5	\$250	\$750	\$31.25

Joining Fee Agreement

Date 4/2/2013

Site # 34

Address 2215A DR

Phone 1-508-947-4190

1. Joining Member

I (We), Robert R Capaul, hereby agree to purchase one Membership Interest in Hillcrest Mobile Home Tenants Association, Inc., a non-profit corporation under Section MGL c. 180 of the State of MA Statutes.

2. Acceptances and Payment:

please check one:

I (we) have paid have paid our annual fees in the amount of \$ 5.00 to the Hillcrest Mobile Home Tenants Association and wish to join the new incorporated association

Or

I (we) are paying the Initial "joining" fee of \$5.00 dollars to join the Association

I (We) hereby acknowledge that this initial "joining fee" is not the full amount that shall be required for Membership if/or when the corporation gains title to the park.

The joining fee will be applied as a credit against the membership fee once Membership Fees have been determined by a vote of initial Members.

The joining fee will be subject to refund in the event that the Corporation does not gain title to the park, but only after all debts incurred by the Corporation in determining the feasibility of the acquisition in the initial phase have been paid

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

Robert R Capaul
Member

[Signature]
Corporate Representative

Member

**Rules of
Hillcrest Mobile Home Tenants Association, Inc.**

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They are intended 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. These rules will become effective January 5, 2006.

1. Community Manager's Name, Address and Phone Number: Emergency Phone Number:

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

**Hillcrest Mobile Home Tenants Association, Inc.
20 Lisa Drive, Middleborough, MA 02346**

Community Manager's Name, Address and Phone Number:

**Julie Geren
1931 Woodbury Avenue
Portsmouth, NH 03801
603-793-8644**

Emergency Phone Number: 603-793-8644

These rules use the term "owner/operator" to refer to either the owner(s), the operator(s), and/or the manager of the community.

1. Retirement Community

OCCUPANCY AT HILLCREST MHTA IS SUBJECT TO AGE RESTRICTIONS AS DESIGNATED BY THE LOCAL BY-LAWS, CODES AND ORDINANCES OF THE TOWN OF MIDDLEBOROUGH.

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 this 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 any 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 or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a 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 all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing 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 any 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

a. The due date for payment of 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.

b. A 5% late fee will be charged for any rents 30 days overdue. A \$30.00 fee will be charged for any checks returned for insufficient funds.

c. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

d. In any legal action brought by the community owner/operator, the tenant shall be responsible for the attorney fees of the community owner/operator, if and only if, the community owner/operator is successful in the legal action. If the tenant is successful in defending themselves in the legal action brought by the community owner/operator, the community owner/operator shall reimburse the tenant their legal fees associated with defending the tenant in the legal action brought by the community owner/operator.

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 primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports, or garages.

Swimming pools, (excluding wading and kiddie pools which must be drained nightly), broken swing sets, basketball hoops within five feet of the Community roadways, and trampolines are prohibited, as they do not conform to the exterior aesthetic standards of the majority of the homes in the community.

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 homes sites and those areas restricted from 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 homeowner 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 utilities such as: gas, oil, electricity, etc., as long as (1) there is individual metering by a 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 Service: 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 has 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, clubhouse, or other common area in the community. Examples of substances and wastes covered by this 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. Any homeowner, resident, or their guest violating this rule shall be subject to the fees disclosed in the Written Disclosures.

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 unreasonably withheld or delayed. All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager. All satellite dishes, regardless of size, shall be installed with respect for the safety and view of neighbors.

11. Maintenance of 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 roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and 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 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 a reasonable and non-discriminatory manner.

c. Watering of lawns is permitted by means of hand-held watering devices in accordance with schedules that reflect local ordinances and water bans and is changeable from time to time. Such schedules shall be posted in common areas.

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. **Residents' are responsible for placing their garbage AT THE CURB FOR PICK UP on the scheduled pick up date. Such schedule shall be posted in common areas.**

b. All residents shall store garbage and trash inside the 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.

d. If the 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.

f. Residents may not dump trash on common areas.

15. Aesthetic Standards for Exterior of the Home and Site

a. Maintenance of Structures: All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or other outside

structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, **excessive fading over ten percent of the entire surface of the home**, or flaking paint or stain; free of **mold and mildew**; free of broken windows, where applicable; and in compliance with all applicable governmental requirements. **Sheds in need of painting shall be painted to match the color and trim of the home.**

b. Maintenance of Site: All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. **Lawns shall be kept mowed at a height not to exceed five inches. Shrubs shall be trimmed to prevent them from appearing overgrown. Weeds shall not be allowed to exceed five inches in height.**

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 or site into compliance with such rule, and the owner/operator will perform the work at the resident's expense if the resident does not do 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 such 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 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 patio areas, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other 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. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** 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 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 includes: **All homes must be skirted, hitches must be covered or removed, and lawn ornamentation shall conform to the**

majority of the lawn ornamentation within the community. Clear plastic must be used for temporary winter enclosures.

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental 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 the 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 plantings. 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 written approval, which shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

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 state "Dig-Safe" law. **The current number for Dig-Safe is 1-888-344-7233 but is subject to change.** The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance 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 and services for the home and 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.

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 shall 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 governmental 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 (*at least seventy-two hours*) before entering onto the site. The owner/operator will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent. **The community owner/operator shall not conduct more than two comprehensive, non-emergency site inspections annually.**

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 or local standards that are applicable to the community and/or the home. Residents shall make sure that 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 shall 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 other residents' privacy or their ability to receive television, radio, or other transmissions.

e. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns are prohibited within the community area. 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 use of utilities, they may fall under this rule. Yard sales are permitted. 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 and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. **(A pet registration form is available from your Community manager.)** 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. **Pets shall not be allowed outside the home unless they are on a leash or similar restraint. Pets shall not be left outside of the home unattended for more than two hours.** The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community. **The Center for Disease Control (CDC) publishes the list**

of dogs involved in the most dog bite fatalities, resulting in death to humans. The following dogs are on that list: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. For the health, safety, and welfare of our residents, these dogs must be carefully and strictly controlled and monitored at all times.

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, as defined in 940 CMR 10.01 shall mean any automobile, van, truck, motorcycle, or motor bicycle as defined under M.G.L. c. 90, Section 1, that is for personal use by a resident, whether or not it is also used to conduct a trade or business, except for vehicles with two or more axles with a gross weight exceeding 8,600 pounds.

b. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles **IN THE GUEST PARKING AREAS**, as long as they do not interfere with the safe passage of emergency vehicles and other residents. rights to use and 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. Residents must request the owner/operator's written approval before storing a vehicle that is unregistered and/or uninspected. Such permission shall not be unreasonably withheld or delayed. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable.

d. Other Vehicle: Boats, trailers, motor homes, recreational vehicles, as well as commercial vehicles over 8,600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes. Residents must request the owner/operator's written approval before keeping any of these "other vehicles" in the community if a storage area is not provided. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable. Such approval shall not be unreasonably withheld or delayed.

e. Violations and Towing: Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle. For the purposes of this rule, reasonable notice means a minimum of thirty days unless for emergency situations and snow removal.

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.

c. Prohibited Motorized Vehicles: Any vehicle not licensed, insured, registered, and "street legal" is prohibited from operating in the community or on community roadways. Vehicles caught operating in violation of this rule shall be removed after seventy-two hours notice as permitted by law.

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 a 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 costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. Clubhouse and Recreational Facilities [where applicable]

COMMUNITY CENTER

a. Health and Safety Regulations: Anyone using the clubhouse, pool, recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, pool, recreational facility, or other common area. **Where applicable, all rules for the use of the clubhouse and pool shall be conspicuously posted AT THE COMMUNITY BULLETIN BOARD.**

b. Resident Meetings: Residents may hold meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

31. Subleasing of Sites and Renting of Homes

All proposed subtenants must submit applications for residency, described in Rule 2 above. All proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have the 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 Sale

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least thirty (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 homes 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 or on their sites that advertise their home as "for sale" or "for lease." Homeowners using outdoor signs must comply with Rule 18 on digging. In addition, the signs used must be of a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home and 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 Law's chapter 255, section 25A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such

approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental 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 that 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 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 not 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 or applicable law.

38. Complaints

All complaints should be addressed to the community manager. **All complaints received by the community managers are reviewed by the regional manager, and the owners agents. It is a violation of M.G.L c. 140, Section 32N for any action to be taken against any resident or group of residents for reporting violations or suspected violations of any applicable codes. All complaints shall be in writing on the complaint forms available from the Community manager and signed; however, if you have an emergency, 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 **AT THE COMMUNITY BULLETIN BOARD**, and provide the tenant's association with a copy of all the Community Rules and any changes to 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 their 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.

Hillcrest-MMC-LLC

c/o FIRST CHOICE PROPERTY MANAGEMENT, INC.
48 Hamlet Avenue • Woonsocket, RI 02895
Phone (401) 765-7300 • Fax (401) 762-0142

By Certified Mail Return Receipt Requested and regular mail May 4, 2015

Robert & Beverly Capeau
2 Lisa Dr.
Middleboro, MA 02346

Your rent being in arrears, you are hereby notified to quit and deliver up in thirty (30) days from receipt of this notice the premises now held by you as my tenant, namely:

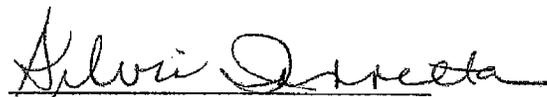
2 Lisa Drive
Middleboro, MA 02346

You have a right to prevent termination of your tenancy by paying or tendering to your landlord, your landlord's attorney or the person to whom you customarily pay your rent the full amount of the rent due within fifteen (15) days after your receipt of this notice.

In the event you pay only part of the arrears within the time prescribed you are hereby notified that acceptance of any such funds by the landlord or on the landlord's behalf shall not be received as rent, but for use and occupancy only without the landlord waiving his rights to evict you.

Amount due as of this notice: \$596.00 (rent due through May 31, 2015,)

HEREOF FAIL NOT, or I shall take due course of law to eject you from the same.



By: Silvia Iannetta
First Choice Property Management

For the Board of Directors
Hillcrest MMC

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

7014 3490 0001 1487 1116

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

5/5/15

Sent To CAPEAN
 Street & Apt. No., or PO Box No. 2 LISAN DR
 City, State, ZIP+4 HILKROFT

PS Form 3800, July 2014

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Beverly + Robert
 CAPEAN
 2 Lisa Dr.
 Middleboro, MA
 02346

2. Article Number
 (Transfer from service label)

7014 3490 0001 1487 1116

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X Beverly Capean Addressee
 B. Received by (Printed Name) Date of Delivery
 5/7/15

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Certified Mail service provides the following benefits:

- A Certified Mail receipt (this portion of this Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, you may request the following services:
 - Return receipt service, which provides you with a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your

mailpiece; include applicable postage to cover the return receipt service fee; and endorse the mailpiece "Return Receipt Requested," or see a retail associate for assistance. For an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt, present this USPS®-postmarked Certified Mail receipt to the retail associate, who will provide a duplicate return receipt for no additional fee.

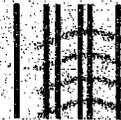
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent. Include applicable postage to cover the restricted delivery fee and endorse the mailpiece "Restricted Delivery," or see a retail associate for assistance.

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

PS Form 3800, July 2014 (Reverse) PSN 7530-02-000-9047

UNITED STATES POSTAL SERVICE
BROCKTON MA 0193

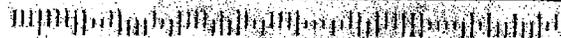


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

07 MAY 2015 PM 2.1

• Sender: Please print your name, address, and ZIP+4 in this box.

First Choice Property Management
48 Hamlet Ave
Woonsocket, RI 02895



Statement

Hillcrest Mobile Home Tenants Association Inc.
 C/O First Choice Property Management
 48 Hamlet Avenue
 Woonsocket, RI 02895

Date
5/4/2015

To:
Robert & Beverly Capeau 2 Lisa Drive Middleboro, MA 02346

		Amount Due	Amount Enc.
		\$616.00	
Date	Transaction	Amount	Balance
12/31/2014	Balance forward		300.00
01/01/2015	INV #1485.	298.00	598.00
	--- Lot Fee \$298.00		
01/05/2015	PMT #1866.	-598.00	0.00
02/01/2015	INV #1586.	298.00	298.00
	--- Lot Fee \$298.00		
02/04/2015	PMT #0133.	-298.00	0.00
03/01/2015	INV #1683.	298.00	298.00
	--- Lot Fee \$298.00		
03/04/2015	PMT #6637.	-70.00	228.00
03/05/2015	PMT #6636.	-298.00	-70.00
03/10/2015	INV #1765.	70.00	0.00
	Membership Fee		
	--- Membership Equity \$70.00		
04/01/2015	INV #1783.	298.00	298.00
	--- Lot Fee \$298.00		
05/01/2015	INV #1880.	298.00	596.00
	--- Lot Fee \$298.00		
05/04/2015	INV #1959.	20.00	616.00
	--- Late Fee \$20.00		
CURRENT			Amount Due
20.00			\$616.00
	1-30 DAYS PAST DUE		
	298.00		
	31-60 DAYS PAST DUE		
	228.00		
	61-90 DAYS PAST DUE		
	70.00		
	OVER 90 DAYS PAST DUE		
	0.00		

Statement

Hillcrest Mobile Home Tenants Association Inc.
 C/O First Choice Property Management
 48 Hamlet Avenue
 Woonsocket, RI 02895

Date
7/1/2015

To:
Robert & Beverly Capeau 2 Lisa Drive Middleboro, MA 02346

Amount Due	Amount Enc.
\$1,232.00	

Date	Transaction	Amount	Balance		
12/31/2014	Balance forward		300.00		
01/01/2015	INV #1485.	298.00	598.00		
	--- Lot Fee \$298.00				
01/05/2015	PMT #1866.	-598.00	0.00		
02/01/2015	INV #1586.	298.00	298.00		
	--- Lot Fee \$298.00				
02/04/2015	PMT #0133.	-298.00	0.00		
03/01/2015	INV #1683.	298.00	298.00		
	--- Lot Fee \$298.00				
03/04/2015	PMT #6637.	-70.00	228.00		
03/05/2015	PMT #6636.	-298.00	-70.00		
03/10/2015	INV #1765.	70.00	0.00		
	Membership Fee				
	--- Membership Equity \$70.00				
04/01/2015	INV #1783.	298.00	298.00		
	--- Lot Fee \$298.00				
05/01/2015	INV #1880.	298.00	596.00		
	--- Lot Fee \$298.00				
05/04/2015	INV #1959.	20.00	616.00		
	--- Late Fee \$20.00				
06/01/2015	INV #1980.	298.00	914.00		
	--- Lot Fee \$298.00				
06/03/2015	INV #2062.	20.00	934.00		
	--- Late Fee \$20.00				
07/01/2015	INV #2081.	298.00	1,232.00		
	--- Lot Fee \$298.00				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
298.00	318.00	20.00	298.00	298.00	\$1,232.00