

MANUFACTURED HOMES COMMISSION

Minutes of Meeting Held on January 14, 2025

Taunton City Hall / Virtual Participation

CALL TO ORDER: 10:33 am

In Attendance: Ethan Mascoop, Chair; Jeffrey Hallahan, Vice-Chair; Dan Less, Attorney General's Office ("AGO"), Secretary; Sandra Overlock; and Paula Fay

Absent: Tyler Newhall Executive Office of Housing and Livable Communities ("EOHLC")

Vacancy: One

It was generally agreed there was a quorum present.

APPROVAL OF MINUTES

Mr. Mascoop made a motion to approve the minutes from October 29, 2024. Mr. Less seconded the motion. Some members had not read them so it was generally agreed that they would be resubmitted for approval at the next meeting.

CORRESPONDENCE/COMMUNICATIONS

None.

OLD BUSINESS

Annual Reports:

- The discussion centered on preparing minimalist reports for the years 2020 and 2021 given the passage of time.
- The focus was making the 2022 and 2023 reports a priority, as these years were more recent, and the reports would better represent the Commission's work. Mr. Mascoop stated the final versions of these reports would be submitted for approval at the next meeting.
- The Commission agreed to follow the fiscal year timeline for the annual reports, meaning the reports would cover July 1st through June 30th of each year.

Commission Website, Meeting Notices, and Video Platforms:

- EOHLC Attorney Oliver Stark informed the Commission that EOHLC (which hosts and maintains the Commission website) had posted all the meeting minutes, except for meetings in 2016, on the website for the public to access.
- Attorney Stark also reported that to avoid confusion about notices in the future, that drafts of notices would not be circulated until they were finalized and posted on the website.
- Finally, Attorney Stark stated that future meetings would be held over Zoom and not Microsoft Teams as Commission members and the public reported difficulty and confusion over how to use Teams. Since people reported they used Zoom more frequently and were familiar with how it worked, meetings would be scheduled and held over that platform.

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- This was the first meeting the Commission held over Zoom and there were no reported problems.

Recording and Posting Recordings of Minutes:

- Members debated whether meetings should be recorded and if they were recorded whether they should be posted on the Commission website for the public to access.
- Some Commission members stated that recording meetings might have a chilling effect on members of the public coming to speak to the Commission and that Commission minutes were a sufficient record of what transpired at the meetings. It was also stated that comments made during meetings could be “cherry picked” as sound bites and used out of context to misrepresent a member’s position on a matter discussed.
- Other members stated that the possibility of a chilling effect on the public was minimal and that if comments were cherry picked the public would have access to the meeting to see the comment in context. They also stated that meeting minutes did not offer the full “flavor” of the meeting and a recording would give the public a more well-rounded and fuller understanding of the discussions.
- Mr. Less stated that one issue was whether EOHLC had the capacity to retain digital copies of the recordings on their computer system and whether they could post the recordings on their website.
- As a result, the issue was tabled to the next meeting pending a report from EOHLC about if and how recordings could be retained and posted.

NEW BUSINESS

EOHLC Proposed Regulation for MBTA Community Law:

- Mr. Mascoop noted that EOHLC had announced that it would be issuing emergency regulations to enforce the MBTA Community Law and that would include a period for the public to submit comments on those regulations.
- Mr. Mascoop suggested that this might be a good opportunity for the Commission to bring to EOHLC’s attention the unfortunate discontinuance of the Lee’s community in Revere in which there were many issues about the manner and method the community owner used to remove residents from the community.
- Mr. Mascoop reminded the members that under the Manufactured Housing Act, a community owner was not required to notify the AGO or EOHLC that it intended to discontinue the community. Consequently, in the case of Revere, the AGO did not become aware of the discontinuance until very late in the process when the vast majority of residents had been displaced.
- Mr. Mascoop noted that Lee’s was likely targeted for discontinuance because Revere is designated an MBTA Community and it appeared the owner discontinued the community in order to take advantage of the incentives under the MBTA law to build multi-unit housing that would be more profitable than the manufactured housing community (“MHC”). Mr. Mascoop explained that other MHCs located in other MBTA communities

could be targeted for discontinuance. Given that owners do not need to notify the AGO that they are discontinuing their communities, another situation like Lee's could happen again and should be prevented.

- Consequently, Mr. Mascoop proposed that once the emergency regulations were released and the public comment period was opened, the Commission could submit a proposal that the regulations include a provision that would require owners of MHCs in MBTA municipalities to notify the AGO if they intend to discontinue their communities and/or prohibit owners from discontinuing their communities if they were within a certain distance from an MBTA stop.
- Attorney Stark did not know when the emergency regulations would be released or when the comment period would begin. They did state that this would likely occur before the Commission's next meeting in April. Attorney Stark stated that when the regulations were released and the public comment period opened, they would notify the Commission.
- Mr. Mascoop noted that when the Commission was notified, he would draft a comment for EOHLC addressing the issue of discontinuances and would call an emergency meeting to be held virtually to discuss the comment and whether to submit it to EOHLC.

Legislative Update:

- Mr. Mascoop noted that Senator Olivera had submitted a bill that would make the Commission an adjudicatory body that could hear complaints from residents about MHC owners violating the law and their rights. If the Commission found the owner violated the law, the bill allowed it to issue an enforceable order to compel the MHCs owners to refrain from engaging in illegal conduct, pay restitution to the residents, and/or resolve any problem for which it was responsible. Mr. Less and Ms. Overlook explained that Senator Pacheco, who retired after the last legislative session, had introduced this bill for many years. The purpose of the bill was to provide residents with access to meaningful and affordable resolution of complaints they had against their owners. Given that their only present recourse was to sue their owners, which was not only costly but few attorneys represent residents, this would be an effective way to resolve complaints.
- Mr. Less noted that there were several bills introduced regarding manufactured housing and perhaps a Commission member would volunteer to present a legislative update at future Commission meetings.

AGO Update:

AAG Ellen Peterson reported on two matters in which the AGO had filed amicus briefs:

- *Crown Comm. v. Austin*, 105 Mass. App. Ct. 113 (2024). AAG Peterson reported that the Massachusetts Appeals Court reversed the decision of a Superior Court judge who concluded that residents of an MHC failed to properly exercise their statutory right of first refusal under G.L. c. 140, § 32R. The Appeals Court agreed with the Attorney General's position that the lower court judge imposed too high of a burden on the residents than the statute requires for them to show they had the requisite number of residents who wanted to exercise their rights. The Appeals Court also reversed the Superior Court judge on another issue concluding that

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the residents' terms to purchase the community were "substantially equivalent terms" to those in the purchase and sale agreement between the third-party purchaser and community owner

AAG Peterson noted that the Appeals Court decision should thwart large out-of-state community owners' future attempts to over-ride residents exercising their rights of first refusal. She also explained that the decision should make it easier for residents to purchase their own communities which would provide more security for manufactured homeowners.

- *Case v. Parakeet Comm., LLC*, Worc. Sup. Ct. No. 2485CV00740. AAG Peterson noted that the AGO filed an amicus brief in this Superior Court case challenging the community owners claim the Manufactured Housing Act did not apply to residents in a community who rented their manufactured homes from the owner rather than owning their own home. She explained that residents had sued the owner raising a number of issues including the amount of rent being charged and the owner was seeking to dismiss those residents who did not own their own homes. AAG Peterson informed the Commission that the owner's motion to dismiss had been scheduled for oral argument and she would report back to the Commission once the Superior Court Judge issued a decision.

OPEN FORUM

Leisurewoods in Taunton:

- Approximately 10-15 residents from this MHC attended the meeting in-person to express their concerns about how their owner, Hometown America, has been treating them and how they believe Hometown is violating the law. Among the issue raised, the residents noted the following:
 - Residents are being charged different amounts of rent in violation of the Supreme Judicial Court's decision in *Blake v Hometown America*, 486 Mass. 268 (2020);
 - Hometown is not properly calculating rent increases as dictated in their occupancy agreements;
 - Hometown's method of charging them for water is unfair and deceptive;
 - Problems with the electrical system throughout the community; and
 - Roads and driveways were in dangerous conditions and Hometown had not repaired them.
- Ann Hartley, a Leisurewood resident, provided the Commission with documentation she said was relevant to their complaints. Redacted copies of those documents are attached to these minutes.
- Residents asked Mr. Less why the AGO had not corrected the rent disparity as it was a straightforward "black-and-white" issue. Mr. Less explained that AGO does not have the authority to issue orders and force any owner to do anything that might be a violation of the law. The AGO can attempt to mediate a dispute or sue the owner which is lengthy and costly and risks that the AGO could lose the suit which might have negative impacts

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to other communities. In this case, the AGO is aware of a pending lawsuit against Hometown on this rent disparity issue involving another Hometown MHC and the outcome of the decision could have a substantial impact on how Hometown is charging the Leisurewoods residents.

- Mr. Less noted that several years ago many Leisurewood residents had submitted complaints to the AGO that their driveways were in disrepair and the AGO was able to mediate the dispute and Hometown agreed to fix the driveways. Mr. Less told the residents if they or anyone they knew had dangerous driveways, they should file a complaint and his office could try to mediate the complaints.
- Regarding complaints about the electrical system, Mr. Less noted that it was his recollection that the City of Taunton was aware of those complaints and was looking into them.

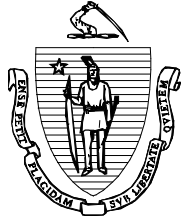
Home Insurance

Ms. Fay noted that there may be instances of insurance agents engaging in fraudulent sales of policies to manufactured homeowners. Mr. Less asked Ms. Fay if they could discuss the issue sometime after the meeting as it may be something the AGO could look into may be resolve.

NEXT MEETING - The members agreed that next meeting will be both in-person and virtual on April 15, 2025 in Worcester – most likely in the Worcester City Hall.

ADJOURNED - At 12:33, Mr. Mascoop made a motion to adjourn. Mr. Less seconded the motion and it was approved unanimously

Meeting adjourned at 12:34 p.m.



Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the MANUFACTURED HOMES COMMISSION. Massachusetts General Laws, Chapter 6, Section 108, establishes the Manufactured Homes Commission. It is the mission of the Manufactured Homes Commission to provide prompt, impartial service to all parties affected by or concerned with matters pertaining to manufactured housing communities, to the maximum extent permitted by law.

NOTICE OF MANUFACTURED HOMES COMMISSION QUARTERLY MEETING

10:30 AM – 12:30 PM Tuesday, January 14, 2025

To attend this hybrid meeting remotely via Zoom, please use the following link:
<https://us06web.zoom.us/j/87031597793?pwd=7UqOvq8CVhtBjcUGk1GYaMn59hzc3A.1>

Meeting ID: 870 3159 7793

Passcode: 709050

To attend this hybrid meeting via telephone, please use the following phone numbers:

1-305-224-1968 when asked to enter “meeting ID” press 87031597793#

1-309-205-3325 when asked to enter “meeting ID” press 87031597793#

To attend this hybrid meeting in person, please use the following address:

**Taunton City Hall
15 Summer Street
Taunton, MA 02780**

AGENDA

CALL TO ORDER

- Attendance and Introductions

VOTE ON OCTOBER 2024 MEETING MINUTES

ADMINISTRATIVE MATTERS

OLD BUSINESS

- Status of Annual Reports
- Posting of Minutes on Website
- Recording Meetings

NEW BUSINESS

- **Appeal Court's Decision in *Crown Communities, LLC v. Austin***
- **AGO Amicus Brief in Superior Court Case – *Case v. Parakeet Communities LLC***
- **SJC's Decision in *Attorney General v. Town of Milton* and regulatory follow up.**
- **2025 Massachusetts legislative session regarding Manufactured Homes Commission.**
- ***Vacant seat on Commission.***

PUBLIC FORUM

This meeting is open to the public. All persons having business to be brought before the Commission are invited to participate.

Commissioners:

Ethan Mascoop, Chair
Jeffrey Hallahan, Vice-Chair
Paula Fay, Commissioner

Sandy Overlock, Commissioner
Daniel Less, Ex Officio
Tyler Newhall, Ex Officio

For further information contact: Oliver L. Stark, Counsel
Executive Office of Housing & Livable Communities
oliver.l.stark@mass.gov
617-573-1521

For reasonable accommodations regarding this meeting, please contact 617-573-1102.

Please contact the Massachusetts Executive office of Housing and Livable Communities at (617) 573-1100 for free language assistance.

Favor de comunicarse con la Oficina Ejecutiva de Vivienda y Comunidades Habitables (Executive Office of Housing and Livable Communities (EOHLC)) de Massachusetts en (617) 573-1100 para ayuda gratis con el idioma.

Entre em contato com o Escritório Executivo de Habitação e Comunidades Habitáveis (Executive Office of Housing and Livable Communities (EOHLC)) de Massachusetts no número (617) 573-1100 para obter assistência gratuita com o idioma.

Tanpri kontakte Biwo Lojman ak Kominote alimantè (Executive Office of Housing and Livable Communities (EOHLC)) Masachousèt la nan (617) 573-1100 pou asistans gratis nan lang.

如果您需要免费的语言翻译帮助，请联络麻州住宅及社区发展部 马萨诸塞州住房和宜居社区执行办公室(The Massachusetts Executive Office of Housing and Livable Communities (EOHLC)),联络方式(617) 573-1100。

Свяжитесь с сотрудником Исполнительное управление жилищного строительства и пригодных для жизни сообществ (Executive Office of Housing and Livable Communities (EOHLC)) Массачусетс на предмет оказания бесплатной помощи по переводу на иностранный язык. ((617) 573-1100)

សូមទំនាក់ទំនងជាមួយអគ្គនាយកដ្ឋានសហគមន៍និងលំនៅដ្ឋានរដ្ឋម៉ាសាឈូសេត រដ្ឋប្រតិបត្តិការសហគមន៍ដល់ចរាចរណ៍។(Massachusetts Executive Office of Housing and Livable Communities (EOHLC)) មរយៈ (617) 573-1100 ដើម្បីទទួលបានជំនួយ ផកយតតគីតែថា។

Vui lòng liên Văn phòng điều hành về nhà ở và cộng đồng đáng sống (Executive Office of Housing and Livable Communities (EOHLC)) Massachusetts tại (617) 573-1100 để được hỗ trợ ngôn ngữ miễn phí.

On January 10, 2025, this notice was posted online to the EOHLC Open Meeting Notices and the Manufactured Homes Commission websites:

- <https://www.mass.gov/info-details/eohlc-open-meeting-notices>
- <https://www.mass.gov/info-details/manufactured-homes-commission>

Manufactured Home Commission

January 14, 2025

*Redacted Documents Received From Ann Hartley,
Resident of the Leisurewood Manufactured Housing
Community in Taunton, MA*

HOMETOWN AMERICA

COMMUNITIES

12/27/2024

This letter is your written notice, as required by law, of a change in rent and other charges for your homesite in Leisurewoods at Taunton. The changes described in this notice shall be effective on 02/01/2025.

Your rent shall be increased by \$20.29, which increase is based on your current base rent, less the \$6 license fee charged by the City of Taunton, multiplied by the Boston November CPI of 3.1%.

Paragraph 3 section C of your lease allows Hometown Leisurewoods Taunton, L.L.C. to pass through, as additional rent, the amount by which the average cost per site for water and sewer charged by the City of Taunton exceeds the base water and sewer charge set forth in your lease. A review of the most recent twelve months of utility billing for water and sewer services provided to the community from the City of Taunton has yielded an average water and sewer cost per site, after a 25% offset for common area usage, of \$52.26 per month. This amount exceeds the base water and sewer charge set forth in your lease by \$25.70.

This letter is your 30-day written notice, as required by law and in accordance with your lease agreement, of a \$-4.24 change to your current water and sewer charge for water and sewer services to be furnished to your home effective February 1, 2025.

Therefore, effective February 1, 2025 your total monthly rental charges will be as follows:

	Current Amount	Adjustment Amount	New Amounts
	<u>Charged</u>	<u>2/1/2025</u>	<u>2/1/2025</u>
Base Rent	\$763.74	\$20.29	\$784.03
License Fee ("Tax Pass Thru")	\$6.00	\$0	\$6.00
Water/Sewer Pass Through	\$29.94	\$-4.24	\$25.70
Total New Monthly Rent			\$815.73

Homesite rent is payable in the community office on the first of each month by check, money order or traveler's check. Failure to pay in accordance with your lease each month may result in late fees or legal action.

As manager of Leisurewoods at Taunton, I would like to thank you for your timely monthly payments, your observance of our Rules and Regulations and your cooperation in making this a community we can all be proud to come home to. If I can be of service to you, please call the community office at 508-824-2244. I may also be reached by e-mail at LeisurewoodsTaunton@hometownamerica.net.

Sincerely,

Robin Barnier

Robin Barnier

Community Manager

Leisurewoods-Taunton

50 Highland St., Unit 262, Taunton, MA 02780

(508) 824-2244

• www.hometownamerica.net

HOMETOWN AMERICA

COMMUNITIES

12/27/2024

This letter is your written notice, as required by law, of a change in rent and other charges for your homesite in Leisurewoods at Taunton. The changes described in this notice shall be effective on 02/01/2025.

Your rent shall be increased by \$21.60, which increase is based on your current base rent, less the \$6 license fee charged by the City of Taunton, multiplied by the Boston November CPI of 3.1%.

Paragraph 3 section C of your lease allows Hometown Leisurewoods Taunton, L.L.C. to pass through, as additional rent, the amount by which the average cost per site for water and sewer charged by the City of Taunton exceeds the base water and sewer charge set forth in your lease. A review of the most recent twelve months of utility billing for water and sewer services provided to the community from the City of Taunton has yielded an average water and sewer cost per site, after a 25% offset for common area usage, of \$52.26 per month. This amount exceeds the base water and sewer charge set forth in your lease by \$18.54.

This letter is your 30-day written notice, as required by law and in accordance with your lease agreement, of a \$-11.40 change to your current water and sewer charge for water and sewer services to be furnished to your home effective February 1, 2025.

Therefore, effective February 1, 2025 your total monthly rental charges will be as follows:

	Current Amount	Adjustment Amount	New Amounts
	<u>Charged</u>	<u>2/1/2025</u>	<u>2/1/2025</u>
Base Rent	\$756.02	\$21.60	\$777.62
License Fee ("Tax Pass Thru")	\$6.00	\$0	\$6.00
Water/Sewer Pass Through	\$29.94	\$-11.40	\$18.54
Total New Monthly Rent			\$802.16

Homesite rent is payable in the community office on the first of each month by check, money order or traveler's check. Failure to pay in accordance with your lease each month may result in late fees or legal action.

As manager of Leisurewoods at Taunton, I would like to thank you for your timely monthly payments, your observance of our Rules and Regulations and your cooperation in making this a community we can all be proud to come home to. If I can be of service to you, please call the community office at 508-824-2244. I may also be reached by e-mail at LeisurewoodsTaunton@hometownamerica.net.

Sincerely,

Robin Barnier

Robin Barnier

Community Manager

Leisurewoods-Taunton

50 Highland St., Unit 262, Taunton, MA 02780

(508) 824-2244

• www.hometownamerica.net

HOMETOWN AMERICA

COMMUNITIES

This letter is your written notice, as required by law, of a change in rent and other charges for your homesite in Leisurewoods at Taunton. The changes described in this notice shall be effective on 02/01/2025.

Your rent shall be increased by \$21.94, which increase is based on your current base rent, less the \$6 license fee charged by the City of Taunton, multiplied by the Boston November CPI of 3.1%.

Paragraph 3 section C of your lease allows Hometown Leisurewoods Taunton, L.L.C. to pass through, as additional rent, the amount by which the average cost per site for water and sewer charged by the City of Taunton exceeds the base water and sewer charge set forth in your lease. A review of the most recent twelve months of utility billing for water and sewer services provided to the community from the City of Taunton has yielded an average water and sewer cost per site, after a 25% offset for common area usage, of \$52.36 per month. This amount exceeds the base water and sewer charge set forth in your lease by \$0.00.

This letter is your 30-day written notice, as required by law and in accordance with your lease agreement, of a \$-29.94 change to your current water and sewer charge for water and sewer services to be furnished to your home effective February 1, 2025.

Therefore, effective February 1, 2025 your total monthly rental charges will be as follows:

	Current Amount	Adjustment Amount	New Amounts
	<u>Charged</u>	<u>2/1/2025</u>	<u>2/1/2025</u>
Base Rent	\$774.54	\$21.94	\$796.48
License Fee ("Tax Pass Thru")	\$6.00	\$0	\$6.00
Water/Sewer Pass Through	\$29.94	\$-29.94	\$0.00
Total New Monthly Rent			\$802.48

Homesite rent is payable in the community office on the first of each month by check, money order or traveler's check. Failure to pay in accordance with your lease each month may result in late fees or legal action.

As manager of Leisurewoods at Taunton, I would like to thank you for your timely monthly payments, your observance of our Rules and Regulations and your cooperation in making this a community we can all be proud to come home to. If I can be of service to you, please call the community office at 508-824-2244. I may also be reached by e-mail at LeisurewoodsTaunton@hometownamerica.net.

Sincerely,

Robin Barnier

Robin Barnier

Community Manager

2020
Lease

B) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$6.00 per month for the License Fee required by Massachusetts General Laws, Chapter 140, Section 32G, provided that if such License Fee is increased at any time during the Term of the Lease by action of the City of Taunton, or any other applicable governmental authority, then the amount to be paid by Lessee each month therefore shall be the amount so determined by the City of Taunton or such other governmental authority, and said rent shall promptly be adjusted accordingly.

C) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$21.80 per month (hereafter referred to as the "Water/Sewer Estimate"), representing Lessor's estimate of the cost of water and sewer service to be furnished to the Premises. From time to time during the Term of this Lease, and within twenty (20) days following billing by Lessor, Lessee shall pay to the Lessor as additional rent the amount by which Lessor's Water/Sewer Costs Allocated to the Premises for the relevant billing period exceeds the Water/Sewer Estimate (adjusted in proportion to the length of said billing period). For purposes hereof, Lessor's Water/Sewer Costs Allocated to the Premises shall be calculated by multiplying the amount billed to Lessor for water and sewer service to Leisurewoods At Taunton for the relevant billing period times a fraction the numerator of which is one and the denominator of which is the total number of manufactured homes leased to residents of Leisurewoods At Taunton as of the first day of said billing period. Lessor reserves the right to discontinue furnishing water and sewer service to the Premises effective as of the date (hereafter referred to as the "Conversion Date") on which Lessor has installed a meter and made such other arrangements as may be necessary in order to allow Lessee to obtain a pay for such services directly. Lessee shall fully cooperate with Lessor so as to facilitate such direct service. From and after the Conversion Date, Annual base Rent shall be reduced by an amount per month equal to the Water/Sewer Estimate.

4. Occupancy of Site. The leased space shall be used only for the site of a single manufactured home for residential purposes only and for no other and said manufactured home shall house not more than two persons unless. Payment for any additional person is made as hereinafter provided, If any additional person resides at the leased space for any portion of a month, other than a child born to Lessee after the commencement of the tenancy in Leisurewoods At Taunton, then the Lessee shall pay for each additional person, as rent, an additional sum of \$30.00 per month, this sum to be used as compensation and reimbursement for the cost of additional maintenance of Leisurewoods At Taunton, the clubhouse and other common areas of Leisurewoods At Taunton, Lessee may have a guest on the Premises for a period not to exceed thirty (30) days in any one calendar year at no additional charge.

#3

In the Attorney General's Guide to Manufactured Housing Community Law
on Page 28,

#8. UTILITIES

b. Payment Obligations

Your community owner/operator can recover the cost of providing utilities,
(water) to you directly through your rent, **as long as such costs are distributed
equally among all households.**

940. C.M.R. 10.05 (4) (C)

*I'd like to quote a Resident who has spent
a good deal of time on this issue...*

**"Hometown America *intentionally* misleads and misrepresents how
we are charged for water. The \$ 28.15 is mentioned in some leases
and on some of the rent increase letters, but not in others. Hometown
America's methods are deceptive, meant to confuse the elderly who
already have issues with comprehension. Hometown America's hope
is that no one will recognize the issues because they will be fearful of
eviction if they speak up, and that it will take years in court to
correct."**

**Every resident that resides at Leisurewoods is suppose to be paying
the same water charge, that is stated in our leases ~~and in the~~ . This
problem needs to be investigated. Someone needs to intervein.**

Thank you

2018
LEASE

B) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$6.00 per month for the License Fee required by Massachusetts General Laws, Chapter 140, Section 32G, provided that if such License Fee is increased at any time during the Term of the Lease by action of the City of Taunton, or any other applicable governmental authority, then the amount to be paid by Lessee each month therefore shall be the amount so determined by the City of Taunton or such other governmental authority, and said rent shall promptly be adjusted accordingly.

C) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$68.90 per month (hereafter referred to as the "Water/Sewer Estimate"), representing Lessor's estimate of the cost of water and sewer service to be furnished to the Premises. From time to time during the Term of this Lease, and within twenty (20) days following billing by Lessor, Lessee shall pay to the Lessor as additional rent the amount by which Lessor's Water/Sewer Costs Allocated to the Premises for the relevant billing period exceeds the Water/Sewer Estimate (adjusted in proportion to the length of said billing period). For purposes hereof, Lessor's Water/Sewer Costs Allocated to the Premises shall be calculated by multiplying the amount billed to Lessor for water and sewer service to Leisurewoods At Taunton for the relevant billing period times a fraction the numerator of which is one and the denominator of which is the total number of manufactured homes leased to residents of Leisurewoods At Taunton as of the first day of said billing period. Lessor reserves the right to discontinue furnishing water and sewer service to the Premises effective as of the date (hereafter referred to as the "Conversion Date") on which Lessor has installed a meter and made such other arrangements as may be necessary in order to allow Lessee to obtain an pay for such services directly. Lessee shall fully cooperate with Lessor so as to facilitate such direct service. From and after the Conversion Date, Annual base Rent shall be reduced by an amount per month equal to the Water/Sewer Estimate.

\$68.90
x 12

\$826.80

\$826.80/yr.

4. Occupancy of Site. The leased space shall be used only for the site of a single manufactured home for residential purposes only and for no other, and said manufactured home shall house not more than two persons unless. Payment for any additional person is made as hereinafter provided, If any additional person resides at the leased space for any portion of a month, other than a child born to Lessee after the commencement of the tenancy in Leisurewoods At Taunton, then the Lessee shall pay for each additional person, as rent, an additional sum of \$30.00 per month, this sum to be used as compensation and reimbursement for the cost of additional maintenance of Leisurewoods At Taunton, the clubhouse and other common areas of Leisurewoods At Taunton, Lessee may have a guest on the Premises for a period not to exceed thirty (30) days in any one calendar year at no additional charge.

JMS

Income, Co. ...
House ...
Common premises

2019
Lease

B) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$6.00 per month for the License Fee required by Massachusetts General Laws, Chapter 140, Section 32G, provided that if such License Fee is increased at any time during the Term of the Lease by action of the City of Taunton, or any other applicable governmental authority, then the amount to be paid by Lessee each month therefore shall be the amount so determined by the City of Taunton or such other governmental authority, and said rent shall promptly be adjusted accordingly.

C) Included in the Annual Base Rent as described in Paragraph 2 (a) herein is the sum of \$37.70 per month (hereafter referred to as the "Water/Sewer Estimate"), representing Lessor's estimate of the cost of water and sewer service to be furnished to the Premises. From time to time during the Term of this Lease, and within twenty (20) days following billing by Lessor, Lessee shall pay to the Lessor as additional rent the amount by which Lessor's Water/Sewer Costs Allocated to the Premises for the relevant billing period exceeds the Water/Sewer Estimate (adjusted in proportion to the length of said billing period). For purposes hereof, Lessor's Water/Sewer Costs Allocated to the Premises shall be calculated by multiplying the amount billed to Lessor for water and sewer service to Leisurewoods At Taunton for the relevant billing period times a fraction the numerator of which is one and the denominator of which is the total number of manufactured homes leased to residents of Leisurewoods At Taunton as of the first day of said billing period. Lessor reserves the right to discontinue furnishing water and sewer service to the Premises effective as of the date (hereafter referred to as the "Conversion Date") on which Lessor has installed a meter and made such other arrangements as may be necessary in order to allow Lessee to obtain a pay for such services directly. Lessee shall fully cooperate with Lessor so as to facilitate such direct service. From and after the Conversion Date, Annual base Rent shall be reduced by an amount per month equal to the Water/Sewer Estimate.

4. Occupancy of Site. The leased space shall be used only for the site of a single manufactured home for residential purposes only and for no other and said manufactured home shall house not more than two persons unless. Payment for any additional person is made as hereinafter provided, if any additional person resides at the leased space for any portion of a month, other than a child born to Lessee after the commencement of the tenancy in Leisurewoods At Taunton, then the Lessee shall pay for each additional person, as rent, an additional sum of \$30.00 per month, this sum to be used as compensation and reimbursement for the cost of additional maintenance of Leisurewoods At Taunton, the clubhouse and other common areas of Leisurewoods At Taunton, Lessee may have a guest on the Premises for a period not to exceed thirty (30) days in any one calendar year at no additional charge.

if more than
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repairs or maintenance to improve or repair some service or facility in LEISUREWOODS AT TAUNTON.

- i. Improvements totaling less than \$100.00 in the aggregate shall be divided equally among the Residents, and billed to each RESIDENT as a lump sum charge.
- ii. Improvements totaling more than \$100.00 in the aggregate shall be amortized over the useful life of said capital improvement and said total expense shall be shared equally among the RESIDENTS in LEISUREWOODS AT TAUNTON, by home site. HOMETOWN shall determine the annual cost per home site and provide notice to RESIDENT of the amount to be added to RESIDENT'S monthly rental rate until the improvement is paid in full. HOMETOWN shall provide notice of any increase due to capital improvements at least 30 days before the increase is to take effect.

c. Water and Sewer Expenses: From time to time during the term of this Lease Agreement, and within twenty (20) days following billing by HOMETOWN, RESIDENT shall pay as Additional Rent the amount by which HOMETOWN's actual costs for furnishing water and sewer service to the leased home, based on an equal distribution of the costs of water and sewer service among all leased home sites at LEISUREWOODS AT TAUNTON as of the first day of each pertinent billing period, exceed HOMETOWN's estimated costs of \$28.15 per month for furnishing water and sewer service to the leased home site (adjusted in proportion to the length of the billing period), *provided, however,* as follows: HOMETOWN reserves the right to convert the provision of water and sewer services at LEISUREWOODS AT TAUNTON to a system entailing individual metering as permitted by law, in order to allow RESIDENT to pay directly for water and sewer services. In the event of such conversion to a system of individual water and sewer metering, RESIDENT shall fully cooperate to facilitate the conversion, and from and after date as of which RESIDENT begins paying for water and service based on individual metering, the Monthly Base Rent shall be reduced by \$28.15 per month, which represents the estimated costs previously and otherwise incurred by HOMETOWN for furnishing water and sewer service to the leased home site.

3. **ADDITIONAL MUNICIPAL LICENSE FEE.** In addition to the Monthly Base Rent and the Additional Rent specified above, RESIDENT shall pay to HOMETOWN the municipal license fee charged by the City of Taunton pursuant to M.G.L. Chapter 140, §32G. This fee is \$6.00 a month, or such other amount as the City of Taunton may lawfully determine from time to time.

4. **LATE PAYMENT AND OTHER CHARGES.** If any payment is not received by HOMETOWN by the fifth day of the month in which it is due, the payment shall be considered past due. A fee in the amount of twenty-five dollars (\$25.00) will be charged for any payment made more than thirty (30) days after the due date. Fifteen dollars (\$15.00) will be charged for checks or fund transfers denied by the bank for any reason and HOMETOWN may thereafter require that RESIDENT make all future payments by bank cashier's check, certified check or money order. Any and

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October 9, 2024

By Email Only

ellen.peterson@mass.gov

Ellen Peterson, Esq.
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108

Re: *Response to Resident Complaints to the Office of the Attorney General
Concerning the Leisurewoods-Taunton Manufactured Housing Community*

Dear Attorney Peterson:

As counsel for Hometown Leisurewoods Taunton, L.L.C. and Hometown America Management, L.L.C. (together, "Hometown"), the owner and operator of the manufactured home community known as Leisurewoods-Taunton, located in Taunton, Massachusetts (the "Community"), I write in response to the consumer complaints you recently shared with me, concerning water and sewer charges at the Community. I understand that the referenced complaints were presented by one or more residents of the Community to the Attorney General's Office through emails in August 2024.

Thank you for reaching out to me to apprise me of these complaints and to give Hometown the opportunity to respond. Thank you, as well, for your email of September 9, 2024, and your letter of September 18, 2024. By that correspondence, you shared with me, in redacted form, the email complaints received by your office, and associated documents regarding the Community's water bill calculations for a number of years, as provided to your office by the complaining residents.

I am pleased to report that after review and analysis of the Community's water bill calculations, Hometown has confirmed and remain satisfied that it is properly calculating its water charges to the Community residents, in accordance with the requirements of 940 CMR 10.05(4)(c). We believe that the complaining resident(s) are incorrect in their assertion that the Community's water bill calculations reflect overcharges. Their mistaken understanding appears to be the result

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of their incorrect assumptions about the manner in which relevant calculations are done. Our analysis and conclusions follow.

Relevant Lease Language and the Calculation Methodology Used by Hometown

To assess the complaint that the residents at Leisurewoods-Taunton have been overcharged by Hometown for water and sewer usage, we begin with the relevant lease language. The relevant language in a typical lease reads as follows:

Included in the Annual Base Rent as described in Paragraph 2(a) herein is the sum of \$28.15 per month (hereafter referred to as the "Water/Sewer/Estimate"), representing Lessor's estimate of the cost of water and sewer service to be furnished to the Premises. From time to time during the Term of this Lease, and within twenty (20) days following billing by Lessor, Lessee shall pay to Lessor as additional rent the amount by which Lessor's Water/Sewer Costs Allocated to the Premises for the relevant billing period exceeds the Water/Sewer/Estimate (adjusted in proportion to the length of said billing period). For purposes hereof, Lessor's Water/Sewer/Costs Allocated to the Premises shall be calculated by multiplying the amount billed to Lessor for water and sewer service to Leisurewoods at Taunton as of the first day of said billing period. Lessor reserves the right to discontinue furnishing water and sewer service to the Premises effective as of the date (hereafter referred to as the "Conversion Date") on which Lessor has installed a meter and made such other arrangements as may be necessary in order to allow Lessee to obtain and pay for such services directly. Lessee shall fully cooperate with Lessor so as to facilitate such direct service. From and after the Conversion Date, Annual Base Rent shall be reduced by an amount per month equal to the Water/Sewer/Estimate.

Pursuant to this language, Leisurewoods-Taunton residents are to pay Hometown, as additional rent, the amount by which the residents' share of the monthly water and sewer costs incurred by Hometown for the Community exceeds \$28.15.

Notably, the lease terms do not identify the particular 12-month invoice period that is to be utilized in the water and sewer allocation calculation. Hometown routinely uses the 12-month cycle from October to September, at this community. This is done for purposes of facilitating Hometown's compliance with the requirements of 940 CMR 10.03(10), which requires that Hometown must give written notice of any permitted change in the terms and conditions of tenancy at least 30 days before the effective date of the change. Hometown's consistent use of an October to September 12-month cycle, for purposes of calculating the annual increases in water and sewer charges, serves to give Hometown the time it reasonably needs, with an appropriate margin of safety, to obtain the pertinent data, make the necessary calculations, and prepare and send out advance written notice of each annual rent adjustment to all residents, well in advance of the February 1st effective date of the annual rent adjustments.

It is likewise significant that the lease terms are silent regarding any offset or discount of the total water and sewer bills to account for common area usage. At Leisurewoods-Taunton, Hometown has made the decision to provide a very generous 25% reduction of the water and sewer charges that are passed on to individual residents. This has been done for the purpose of ensuring, with a comfortable margin, that common area water and sewer usage costs are excluded from the charges made to individual residents for their own utility usage at their own respective home sites. As a result, Hometown's decision to use a 25% discount rate is one that favors the residents. The methodology that Hometown uses to provide this generous 25% discount is to run through the formula per the lease to come up with a per site allocation of water and sewer charges, and then to take a 25% discount of that amount. There is no regulatory or contractual prohibition on the use of this discounting method.

The Residents' Alternative Calculation Methodology

Hometown has identified two obvious and material differences between the methodology used by Hometown to calculate residents' water and sewer charges at Leisurewoods-Taunton and the assumptions used in the complaining resident(s)' calculations, as follows:

- (1) **The Applicable 12-Month Cycle.** The information you shared with us reflects that the complaining resident(s) used a 12-month cycle from December to November invoices, for purposes of calculating water and sewer costs. This does not align with Hometown's use of the September to October 12-month cycle; and
- (2) **The Applicable Discount Calculation Methodology.** The information you shared with us reflects that the complaining resident(s) reduced the total annual water and sewer costs by 25%. This does not align with Hometown's 25% discount calculation methodology, which is applied on a per home site basis, and not in gross.

Comparison of the Residents' Calculations to Hometown's Calculations

The use of a different 12-month billing cycle, in combination with the use of a different discount calculation methodology, naturally results in different water and sewer pro rata allocations, per resident. To illustrate the point, we offer the following comparison:

Example of Resident Common Area Offset Calculation:

A. Total Water and Sewer Costs To Hometown (Dec '22-Nov '23)	\$181,024.89
B. 25% Common Area Allocation (A*25%):	\$45,256.22
C. Total Costs Less Common Area (A-B):	\$135,768.68
D. Per Month Total Costs Less Common Area (C/12)	\$11,314.06
E. Per Site Monthly Total Costs (D/222)	\$50.96
F. Lease Base Water and Sewer Charge	\$28.15
G. Per Site Water and Sewer Allocation (E-F)	\$22.81

Example of Hometown Common Area Offset Calculation:

A. Total Water and Sewer Costs To Hometown (Oct '22-Sep '23)	\$181,343.22
B Per Month Total Costs Less Common Area (C/12)	\$15,111.94
C. Per Site Monthly Total Costs (B/222)	\$68.07
D. Lease Base Water and Sewer Charge	\$28.15
E. Per Site Water and Sewer Allocation over Base (C-D)	\$39.92
F. 25% Common Area Allocation (E*25%):	\$9.98
G. Per Site Water and Sewer Allocation (E-F)	\$29.94

As shown by this comparison, Hometown's methodology for calculating water and sewer charges yields different numbers than those produced by the residents' alternative calculations, but Hometown's calculations are lawful, compliant with the residents' leases, and appropriate.

Conclusion

Based on the foregoing analysis, we are satisfied that Hometown is and has been properly calculating the water and sewer charges that are assessed to the residents of Leisurewoods-Taunton. In our view, the complaining residents are simply incorrect in asserting otherwise.

We hope that that the foregoing information is sufficient to enable you to close this matter without any further action. Of course, if you do require any further information to assist in your review of the above, please let me know and we will proceed accordingly. In any event, please let me know how your office intends to resolve the complaint(s) at issue.¹

Thank you for your attention to this matter.

Sincerely,


Lisa C. Goodheart

¹ The materials you shared with me reflect that your office was also alerted to a resident complaint regarding a leak in the irrigation valve at one of the gazebos within the community. As to that matter, Hometown hired a third-party vendor to repair that leak, and the repair was successfully completed, as a matter of routine maintenance. While this is unrelated to the water and sewer charge complaint you asked Hometown to respond to, I am pleased to close the loop on this issue, as well.