

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

██████████ COURT DEPARTMENT
STOUGHTON DIVISION
DOCKET NO. ██████████

ATTORNEY GENERAL for the)
COMMONWEALTH OF MASSACHUSETTS and)
THE TOWN OF CANTON,)
Petitioners,)
)
v.)
)
██████████, as owner of the property)
Located at ██████████)
Massachusetts,)
Respondent,)
)

**RECEIVER’S MOTION TO EXPAND THE SCOPE OF THE
RECEIVERSHIP AND TO AMEND THE RECEIVER’S BUDGET**

Now comes the Court-appointed Receiver, ██████████ and hereby moves this Court to approve the Receiver’s proposed Budget attached hereto. In support thereof, the Receiver states as follows:

1. The Receiver, ██████████ LLC, was first appointed by the Court as Receiver of the property located at ██████████ Canton, Massachusetts (hereinafter the “Property”) on August ██████████.
2. The Receiver was appointed to repair the long-standing Sanitary Code violations at the Property.
3. The Receiver’s proposed budget of \$ ██████████ was approved on or about August 31, ██████████.

4. The Receiver's original budget provided for the removal of overgrowth, debris, and garbage from the exterior of the Property, as well as the removal of the personal debris and garbage inside the single-family home located on the Property.
5. The Receiver has removed the debris and garbage from the interior of the Property, however, same remains in an uninhabitable condition.
6. The Receiver wishes to restore the Property to habitability.
7. The Receiver has prepared an amended budget of \$ [REDACTED] attached hereto as "Exhibit A," which provides a detailed itemization of estimated expenses required to restore the Property to habitability.

WHEREFORE, the Plaintiff respectfully requests that the Court:

- a) Expand the scope of the Receivership to enable the Receiver to restore the Property to habitability; and
- b) Approve the Receiver's proposed amended budget.

Receiver,

By his attorney,
[REDACTED]

Dated: September [REDACTED]



Proposed Budget [redacted] Canton MA

Income:
 Rent: \$0.00
 Total Income \$0.00

Expenses:
 Taxes: [redacted]
 Legal: [redacted]
 Landscaping [redacted]
 Interior Clean Up [redacted]
 Lock change/Access [redacted]
 Extermination [redacted]
 Receiver [redacted]
 Misc Fees [redacted]
 Potential Insurance [redacted]

Have filed for MLC and have not yet received. Will have to update once it arrives.
 Legal fees, including third party costs of auction sale/notice/publication (not including auctioneer)
 Cut back trees, bushes and overgrowth. Clean up leaves and branches from yard. Remove trash around exterior of property
 The house is filled with personal debris and trash in all rooms.
 Lock changes and board of up several windows to prevent any further access to property.
 Contingency due to debris and growth we are assuming there may be an issue.
 Permits, fuel, travel expenses

AMENDED BUDGET
 Dumpsters \$ [redacted]
 Kitchen including appliances \$ [redacted]
 New Bathroom \$ [redacted]
 Insulation throughout \$ [redacted]
 Roof Replacement \$1 [redacted]
 Blue Board and Plaster \$ [redacted]
 Hardwood Flooring \$ [redacted]
 Interior and exterior painting \$ [redacted]
 Electrical \$ [redacted]
 Plumbing and Heating \$ [redacted]
 Finish Carpentry Throughout \$ [redacted]
 Doors and Windows \$ [redacted]
 Receiver \$ [redacted]
 Legal \$ [redacted]

Includes all new underlayment and rafters. Roof is in poor condition

Total Fees \$ [redacted]

All work above will be conducted by outside contractors and all invoices and proposals to be submitted to the court upon completion. Any work conducted by an affiliated contractor will include receipts, hours and proper documentation.

All numbers above are estimates based upon best practices and previous experience.

All travel will be invoiced at a rate of .50 cents per mile based upon IRS code.