

# TERMINATION OF RECEIVERSHIP

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX SS

DISTRICT COURT DPT.  
SOMERVILLE DIVISION  
C.A NO.

ATTORNEY GENERAL FOR THE  
COMMONWEALTH OF MASSACHUSETTS  
and THE CITY OF MEDFORD,

Petitioners

v.

\_\_\_\_\_ as owner of the  
Property located at \_\_\_\_\_,  
Medford, Massachusetts

MOTION TO APPROVE FINAL ACCOUNT

NOW COMES City Light Homes, LLC, the Receiver in this matter and hereby requests that this Honorable Court approve its final account, attached hereto as Exhibit A, for the renovation/rehabilitation of the building located at \_\_\_\_\_, Medford, Massachusetts in the amount of \$376,611.01. In support hereof the Receiver submits its final bills which contain all expenses, disbursements, receipts and accountings. The original approved budget was \$388,493.00.

WHEREFORE, the Receiver requests that this Honorable Court approve the final account in the amount of \$376,611.01.

City Light Homes, LLC  
Receiver  
By its attorney

  
\_\_\_\_\_  
James M. Cote  
Cote Law Offices  
246 Andover Street  
Peabody, MA 01960  
(978) 278-5850  
BBO No. 557178

## FINAL ACCOUNT

Amount Received Per Loan	\$320,000.00
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### Amounts Paid

Central Contractor	\$276,721.60
Northeast Sanitation	\$351.76
Frank's Tree Work	\$1800.00
MPIUA/USLI Insurance	\$1225.25
Argus	\$140.64
Lowes (Appliances)	\$2977.76
Cote Law Offices (to date)	\$2050.00
Flannery's Handymen	\$1650.00
Hennessey & Macinnis (Full title)	\$215.00
Salem Five (bank fees)	\$74.00
Bank Carrying Costs (per approved budget)	\$15,000.00
Citylight OH&P (per approved budget)	\$47,155.00
Real Estate/Auctioneer Fee (per approved budget)	\$24,000.00
Recording Fees (Registry of Deeds)	\$300.00
Legal Fees (final)	\$2950.00

TOTAL AMOUNT EXPENDED	\$376,611.01
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Excess Loan Funds Returned to Lender

**COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT**

**SUFFOLK, ss.**

**THE TRIAL COURT  
HOUSING COURT DEPARTMENT  
CITY OF BOSTON DIVISION  
CIVIL ACTION. NO.**

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**ATTORNEY GENERAL FOR THE  
COMMONWEALTH OF MASSACHUSETTS  
Petitioner**

**v.**

**Respondent**

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**ORDER**

After hearing on September 5, 2008, regarding the Receivership on the property located at [REDACTED], Dorchester, MA, the Court finds an order as follows:

1. \_\_\_\_\_, Receiver of the above mentioned property, reported to the Court that he had repaired the property to bring it into compliance with Sanitary Code.
2. The Receiver reported the expenses incurred for the repair, operation, maintenance, and management of the property as follows:

Demolition and Clean Up	\$83,000.00
Repair Framing	\$1,000.00
Plumbing and Heating	\$17,500.00
Electric Wiring	\$8,600.00
Replacement Windows	\$6,000.00
Sheetrock and Plaster	\$11,000.00
New Doors	\$4,500.00
New Kitchen Cabinets	\$3,600.00
New Stoves	\$917.00
Tile Bathrooms	\$3,000.00
Paint Apartments	\$3,800.00
Repair Siding	\$3,000.00
Sanding Floors	\$1,800.00
Carpeting	\$1,100.00

Finishing	\$1,100.00
Finishing Carpeting	<u>\$22,883.00</u>
Total Repairs	\$97,000.00
Real Estate Taxes	\$17,000.00
Water and Sewer Bills	\$4,000.00
Building Permit	\$607.00
Insurance by Receiver	\$216.00
Insurance by Contractor	\$476.00
Receivership Fee	<u>\$10,000.00</u>
Total Expenses	\$129,299.00

3. The Court accepts the Receiver's report and finds that the Receiver has a lien for the above mentioned expenses as described under G.L. c. 111, § 127I.
4. The Court orders that the Receiver may foreclose on his lien.
5. The disbursement of funds recovered from the foreclosure shall occur in the following order of priority:
  - a. All municipal liens as required under G.L. c. 111, § 127I.
  - b. The cost of foreclosure on the Receiver's lien
  - c. The cost of the Receivership in the order itemized above.
  - d. No creditors having filed an appearance in this action, the Receiver shall disburse any excess fund from the foreclosure to the Respondent.
6. After foreclosure on the Receiver's lien the Receiver shall file a final report with the Court
7. If the Court accepts the final report, the parties shall stipulate to dissolve the Receivership.

Entered this date of

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Signatory  
Chief Justice

**COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT**

**SUFFOLK, ss.**

**THE TRIAL COURT  
HOUSING COURT DEPARTMENT  
CITY OF BOSTON DIVISION  
CIVIL ACTION. NO.**

---

**ATTORNEY GENERAL FOR THE  
COMMONWEALTH OF MASSACHUSETTS  
Petitioner**

**vs.**

**Respondent**

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**RECEIVER'S FINAL REPORT**

**MOTION FOR APPROVAL OF SALE  
and  
MOTION TO DISCHARGE THE RECEIVER**

Now comes \_\_\_\_\_, Receiver of the property located at \_\_\_\_\_, Dorchester, Massachusetts and asks the Court to approve the sale by public auction held on May 28, 2009.

1. \_\_\_\_\_, Receiver of the above mentioned property, previously reported to the Court that he had repaired the property to bring it into compliance with the Sanitary Code.
2. The Receiver reports the expenses incurred for the repair, operation, maintenance, and management of the property as follows:

Demolition and Clean Up	\$83,000.00
Repair Framing	\$1,000.00
Plumbing and Heating	\$17,500.00
Electric Wiring	\$8,600.00
Replacement Windows	\$6,000.00
Sheetrock and Plaster	\$11,000.00
New Doors	\$4,500.00
New Kitchen Cabinets	\$3,600.00
New Stoves	\$917.00

Tile Bathrooms	\$3,000.00
Paint Apartments	\$3,800.00
Repair Siding	\$3,000.00
Sanding Floors	\$1,800.00
Carpeting	\$1,100.00
Finishing	\$1,100.00
Finishing Carpeting	<u>\$22,883.00</u>

Total Repairs	\$97,000.00
Interest to Contractor	\$7,014.36
Real Estate Taxes	\$5,169.77
Water and Sewer Bills	\$5,934.00
Building Permit	\$607.00
Insurance by Receiver	\$216.00
Insurance by Contractor	\$476.00
Receivership Fee	<u>\$10,000.00</u>
Foreclosure Expenses and Legal Fess	\$3,683.98
Total Expenses	\$130,101.11

3. On November 24, 2008 the Court accepted the Receivers report. The current report reflects changes since September 5, 2008 when the costs of the receivership were \$129,299.00.
4. The Court Ordered that the Receivers Expenses are a priority lien over all other liens other then municipal liens pursuant to M.G.L. chapter 111, Section 127I.
5. The Court Ordered that the Receiver may foreclose the receiver's lien and disburse any funds recovered from the foreclosure, first, paying the municipal liens as required by the statute, second, paying the costs of the foreclosure of the lien, and then disbursing the balance in accordance with the report tendered to the Court.
6. The Court ordered that because no creditors filed an appeared to the Respondent.
7. The Court ordered that after the foreclosure of the Receiver's Lien the Petitioner is to file a final report with the Court and a Motion to dissolve the Receivership.
8. The receiver's lien was foreclosed by public auction on May 28, 2009.
9. The auction was conducted by \_\_\_\_\_, Auctioneer.
10. The bidding began at \$25,000.00 and the high bidder was \_\_\_\_\_, Trustee with a high bid of \$136,000.00. A copy of the auctioneer's report is attached hereto as Exhibit "A".
11. The receiver has received rent in the amount of \$8,342.00 since November 24, 2007.
12. The rent received has been paid to the City of Boston to reduce the real estate tax obligations.



13. The current balance due on the real estate taxes is \$5,169.77 and interest continues to accrue at about \$0.89 per day.
14. Prior to the Receiver's sale a legal notice was published in the Boston Herald on May 2, 9, and 16. A copy of the legal ad and the bill for the ad is attached hereto as Exhibit "B". In addition a display ad was placed in the Auction section of the Boston Herald on May 24, 2009. A copy of the display ad and the bill for the ad is attached hereto as Exhibit "C"
15. In addition to the legal and display ads the receiver caused notices to be sent certified mail to all parties with any interest in the property.
16. The receiver had no funds to effectuate the repairs in this case.
17. The receiver found a contractor who would make the repairs and wait for his payment.
18. The contractor finished all his work and was due to be paid by the time of the hearing on September 5, 2008. The contractor had obtained delead certificates and a certificate of occupancy prior to the September 5, 2008 hearing.
19. The contractor should be entitled to interest at the statutory judgment rate of 12% from September 5, 2008 through May 28, 2009. The Contractor seeks payment of \$7,014.36 in interest to compensate him for having to wait for payment after having completed the work.
20. The receiver asks that the court authorize payment of to (Attorney) in accordance with the attached invoice for legal fees, advertising and auction expenses in the amount of \$3,683.98 which consists of \$2,018.75 in legal fees and \$1,665.23 in expenses for advertising and auctioneer's fees all as shown in Exhibit "D" attached hereto.
21. The rental income has been used to reduce the taxes to such an extent that despite the interest to the contractor and the legal fees and expenses due to (Attorney) the total cost of the receivership presented in the accounting presented to the court on September 5, 2008 has only increased \$1,493.14.
22. If the court approves the sale the former owner, [REDACTED], will net \$5,207.86.
23. The receiver having substantially completed his work requests that he be discharged as receiver.

WHREFORE, the receiver asks that the Court

- a. Approve the sale of the property at 323 -325 Queen Street to \_\_\_\_\_, Trustee of the  
[REDACTED] Realty Trust.
- b. Authorize the Receiver to disburse \$5,207.86 to [REDACTED].
- c. Accept and approve the final accounting provided by the receiver in this case.
- d. Discharge the receiver.

\_\_\_\_\_,  
Receiver  
by his attorney

Attorney for the Receiver  
BBO  
(Attorney)  
1000 Dorchester Avenue  
Boston, MA 02125

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

DISTRICT COURT DEPARTMENT  
SOMERVILLE DIVISION

No. [REDACTED]

ATTORNEY GENERAL for the  
COMMONWEALTH OF MASSACHUSETTS  
and

THE CITY OF MEDFORD

Petitioners

v.

[REDACTED] as owners of record  
of the property located at [REDACTED] t,  
Medford, Massachusetts

et als.

Respondents

ORDER ON  
RECEIVER'S MOTION FOR APPROVAL OF RECEIVER'S FEES AND EXPENSES

After notice and hearing, and pursuant to G.L. c. 111 sec. 127I and the equitable power of this Court, the Receiver's Motion For Approval Of Receiver's Fees And Expenses is ALLOWED in the sum of \$6,610.00 as further set forth in such motion.

SO ORDERED.

January , 2013

( \_\_\_\_\_ , J.)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

DISTRICT COURT DEPARTMENT  
SOMERVILLE DIVISION  
NO. [REDACTED]

ATTORNEY GENERAL for the  
COMMONWEALTH OF MASSACHUSETTS and  
THE CITY OF MEDFORD

Petitioners,

v.

[REDACTED],

et als.

Respondents.

MOTION TO DISCHARGE RECEIVER

Pursuant to G.L. c. 111 sec. 127I, the Receiver appointed herein moves that he be discharged. In support of this motion, the Receiver states that the illegal conditions at the property at [REDACTED], Medford, MA that gave rise to this Receivership have been repaired and such repairs have been approved by the City of Medford, and, that the costs and expenses of the Receivership, as approved by this Court, have been paid.

WHEREFORE, the Receiver respectfully requests that the Receiver be discharged.

Receiver  
By his attorney,

  
James J. Cotter, III BBO 101620  
Post Office Box 270  
No. Quincy, MA 02171  
617 899 0549  
[jjcotter3rd@verizon.net](mailto:jjcotter3rd@verizon.net)

Dated: September 11, 2013

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

DISTRICT COURTS DEPARTMENT  
SOMERVILLE DIVISION  
C.A. NO. [REDACTED]

ATTORNEY GENERAL for the  
COMMONWEALTH OF MASSACHUSETTS  
and THE CITY OF MEDFORD

Petitioners,

v.

[REDACTED]  
[REDACTED] as owner  
of the property located at [REDACTED],  
Medford, Massachusetts

and

[REDACTED],  
as mortgagee or party with an interest in the  
property located at [REDACTED],  
Medford, Massachusetts

Respondents.

**STIPULATION OF DISMISSAL**

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Pursuant to Mass. R. Civ. P. 41(a)(1)(ii), the parties stipulate to dismiss the above-captioned action. As grounds, the petitioners, Attorney General Martha Coakley and the City of Medford ("Petitioners"), state that on November 14, 2013, Respondent [REDACTED] [REDACTED] obtained a Certificate of Occupancy from the City of Medford's Building Department and that the illegal conditions at the property which gave rise to this action have been repaired. Petitioners further state that the Property is no longer a public safety concern.

For the above reasons, the parties respectfully request that this Court dismiss the action with prejudice and without costs.

Respectfully Submitted,

**MARTHA COAKLEY**  
**ATTORNEY GENERAL**

By her Attorney,

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Greg Dekermenjian BBO #669705  
Assistant Attorney General  
One Ashburton Place  
Boston, MA 02108

Date: December \_\_\_\_\_, 2013

\_\_\_\_\_. as Mortgage  
Servicer for

By its Attorneys

Date: December \_\_\_\_\_, 2013

**CITY OF MEDFORD**  
By its Attorney of Record

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Mark E. Rumley, BBO# 433900  
City Solicitor  
Medford City Hall  
85 George P. Hassett Drive  
Medford, MA 02166  
(781) 393-2470

Date: December \_\_\_\_\_, 2013