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COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

BRISTOL SS SUPERIOR COURT
FILED

JUL 3 2019

SUPERIOR COURT
CIVIL ACTION
No. 1873CV00262

MARC J SANTOS, ESQ.
CLERK/MAGISTRATE

TOWN OF EASTON, TOWN OF EASTON RENT CONTROL BOARD, of which Kevin McIntyre, Craig Barger, Dottie Fulginiti, David Mills, and Thomas Brussard are members,

vs.

EASTON MHC, LLC.
Defendant,

and

EASTON MOBILE HOME OWNERS ASSOCIATION, INC. and FIRST BANK AND TRUST COMPANY OF ILLINOIS,
Interested Parties.

MEMORANDUM OF DECISION AND ORDER ON PLAINTIFFS' MOTION TO ENFORCE ORDERS OF EASTON CONSERVATION COMMISSION AND EASTON RENT CONTROL BOARD

This is an action for equitable and injunctive relief brought by the plaintiffs, Town of Easton ("Town") and the Town of Easton Rent Control Board ("RCB") (collectively, "Plaintiffs") against the Defendant, Easton MHC, LLC ("MHC" or "Defendant") pursuant to G.L. c. 214, § 1. It is an extended saga of efforts to require the Defendant to comply with state and local environmental, health and safety standards in connection with its operation of a mobile home park.

Currently before me is the Plaintiffs' motion to enforce the orders of the Easton Conservation Commission ("ECC") of March 12, 2012 and of the RCB of October 20, 2014 and October 5, 2015 (collectively, the "Orders"): After hearing, the motion is **ALLOWED**.

Procedural History

On August 29, 2018, the Court (Donatelle, J.), determined that the Plaintiffs' request for the appointment of a receiver was "premature" and that the Court would construe that request as one to enforce the Orders. The Court scheduled an evidentiary hearing to determine the deficiencies in the Defendant's compliance. It further ordered the Plaintiffs to file an inventory detailing the requirements of each of the Orders with which the Defendant allegedly had failed to comply, and ordered MHC to file a response, before the hearing.

On September 10, 2018, the Plaintiffs filed their Inventory, to which the Defendant responded on September 17, 2018.

I held the evidentiary hearing on October 9 and 10, 2018. At the outset, the parties agreed that the issue for determination is whether MHC complied with the Orders. Shortly before the hearing, the parties filed a binder of contested and uncontested exhibits. Seven witnesses testified.¹ Thereafter, the parties filed post-hearing memoranda. On January 3, 2019, I received the hearing transcripts.

Findings of Fact

Based on the parties' submissions and the credible evidence presented, including the reasonable inferences to be drawn from such evidence, I find the following facts.

¹ The Plaintiffs called Stephanie Danielson. Easton Mobile Homeowners Association ("Association") called: Joe Hogan; David Fisk; and Pam Widdup. The Defendant called: Justin DaMore; Robert Harold; and Gabriel Crocker.

I. The Parties

The Town is a Massachusetts municipality. The RCB is a public body of the Town operating pursuant to Chapter 88 of the Acts of 2013 ("Chapter 88")² and the Mobile Home Parks By-Law adopted by the Easton Special Town Meeting held on February 6, 2012.

Easton Mobile Home Park ("Park") is a residential, manufactured home community located at 305 Turnpike Street, Easton, with approximately 122 mobile home lots. MHC is a Massachusetts limited liability company that owns the Park and has an office located in Pittsford, New York. The Association is a non-profit corporation that represents homeowners in the Park. The First Bank and Trust Company of Illinois is a mortgagee of MHC.

II. The Orders

A. The March 12, 2012 Order

On November 23, 2011, Stephanie Danielson, the Town's Environmental Planner from October 2006 through September 2016, met with a representative of the Bristol County Mosquito Control Project at the Park to discuss certain dredging work that had been proposed to address a mosquito complaint. While there, she observed, among other things, that uncontrolled stormwater runoff was contributing to the accumulation of water in the streets and encouraging mosquito growth.

By letter dated November 23, 2011, Danielson, as the ECC's agent, advised MHC that she had observed certain activities at the Park that appeared to violate the State Wetlands Protection

² Among other things, Chapter 88 authorizes the Town, "by its by-laws," to "establish a rent board for the purpose of regulating rents [and] minimum standards for use or occupancy of mobile home park accommodations..." Section 168 of the Town's By-laws was adopted, pursuant to Chapter 88, to provide, among other things, for: "the regulation of rents for the use or occupancy of Mobile Home Park Sites in the Town;" the "establishment of minimum standards for use and occupancy of mobile home park accommodations;" and "the establishment of [the RCB]."

Act, G.L. c. 131, §40, and the Town's Wetlands Protection Bylaw and related regulations.³ She invited MHC to attend the ECC's next meeting on December 12, 2011. Neither MHC nor any representative appeared. ECC then sent a second letter to MHC directing it to attend its January 9, 2012 meeting. After some discussion, MHC agreed to send a representative to the ECC's February 13, 2012 meeting.

At the conclusion of its February 13th meeting, the ECC determined that "uncontrolled stormwater at the Park" was "adversely affecting the wetland resource areas located on and adjacent to the [Park]." It found violations of the state's Wetlands Protection Act (G.L. c.131, § 40) and the Town of Easton Wetlands Protection Bylaw (§ 227) in the form both of "untreated stormwater running into the wetlands areas and breakout from the wastewater treatment system." More particularly, the ECC found that during significant storm events, stormwater was infiltrating the sewage system and causing "spikes in wastewater volume flowing into the treatment facility resulting in breakouts of the leaching field wall located within the 50' of a Bordering Vegetated Wetland." The ECC also found that yard debris was "being stored up to and into wetland resources areas."⁴ Exhibit 37 reflects the areas of the Park in which violations were observed.

On March 12, 2012, the ECC issued an Enforcement Order directed to Morgan Management Company ("MMC"), the company that MHC retained to manage the Park,⁵ to: (1)

³ See Ex. 21.

⁴ The ECC voted to issue an enforcement order at the meeting.

⁵ During the hearing, Messrs. Harold and Rodriguez both testified that they are employed by Grand Atlas Property Management, LLC ("Atlas"), formerly known as MMC, which manages MHC. Mr. Rodriguez, who has worked at the Park for approximately 8 years, testified that he worked for MMC until his employer became Grand Atlas, approximately one month before the hearing. Mr. Harold, a regional property manager who supervises Mr. Rodriguez, testified that Mr. Morgan, the president of MMC retained Grand Atlas to be the property manager of MHC.

conduct a detailed stormwater analysis of the wetland resource areas located on and adjacent to the Park; (2) design and construct a stormwater management system that adequately treats and controls stormwater runoff at the site; (3) remove yard debris and properly dispose of it offsite; and (4) not allow storage of yard debris within any wetland resource area or the 50-foot buffer zone to any wetland resource area associated with the site.⁶

Although the ECC's Enforcement Order required MHC to submit a Notice of Intent ("NOI") with a design plan for the construction of a stormwater management system by March 26, 2012, it failed to do so. Instead, MHC appealed the ECC's Order to this court in Bristol Superior Court No. 1273CV000478 ("2012 Appeal").⁷

In May of 2014, MHC filed a NOI with the ECC seeking permits to proceed with certain repairs to the Park's sewage collection system required by Paragraph 9C of a February 7, 2014 Administrative Consent Order ("ACO") that MHC had entered into with the Massachusetts Department of Environment Protection ("DEP") in a separate enforcement action, not in response to the ECC's Order.⁸

Because MHC had not complied with the ECC's Order, the ECC insisted during its review of the NOI that MHC also address repairs to the Park's stormwater management system. In

⁶ See Ex. 4. The Enforcement Order stated: "The property owner shall submit a Request for Permit for Work with the [ECC] no later than March 26, 2012 for the engineered design and construction of a stormwater management system on site that is based on a thorough analysis of existing conditions and results in the elimination of untreated or illicit discharges to the wetland resource areas associated with the site." The letter accompanying the Order specifically stated that the "analysis and plan is to be submitted with a Notice of Intent filing no later than March 26, 2012." It also stated that the "yard debris ... stored up to and into wetland resource areas ... are to be immediately removed and properly disposed offsite" and that "[y]ard debris shall not be placed or stored within any wetland resource area or the 50 foot buffer zone to any wetland resource area associated with the site." Ex. 4. At the hearing, Ms. Donaldson clarified that the "yard debris" was "clearly yard debris that had been accumulated from throughout the site" and "was quite extensive."

⁷ The parties jointly stipulated to the dismissal with prejudice of the 2012 Appeal in April of 2015.

⁸ Ex. 7 includes a copy of the ACO. Paragraph 9C of the ACO states:

"By March 31, 2014, Respondent shall submit a draft Notice of Intent ("NOI"), prepared for submission to [the ECC], to Mass DEP for its review and comment. The submittal will include the application, narrative and supporting plans for the design and permitting of Phases 2, 3A and 3B as outlined in the Repair Plan." (emphasis in original).

response, MHC had its consulting engineer, Gabriel Crocker of CHA, modify its plan, originally entitled, "Sewer System Repair Plan, Easton Mobile Homes, Turnpike Street," dated April 28, 2014, to add certain drainage improvements. ("CHA Plan").⁹ Those drainage improvements are shown on page C-202 of the CHA Plan.

On January 14, 2015, the ECC issued two permits, including for improvements to the Park's stormwater management system that the ECC had requested in connection with its review of the NOI,¹⁰ and an Order of Conditions.¹¹ The CHA Plan, which specified the work to be performed under the January 14, 2014 Order and permits, called for the work to be conducted in phases, including Phases 1, 2, 3A and 3B.

Phase I consisted of addressing "low hanging fruit," that is, "readily visible or easily fixed" issues, including missing caps on sewer pipes, holes in manhole covers, and repairs to pipe connection points or joints, to reduce stormwater runoff and ground water inflow into the existing system.¹² Phases 2, 3A and 3B were more costly and substantial projects, including replacement of the underground wastewater collection system, replacement of the sewage lift station, and repair of some underwater pipes.¹³

MHC retained Meyers Environmental to perform the work under the CHA Plan. Although work was initially delayed by the need to obtain a dewatering permit from the EPA,¹⁴ the work

⁹ See Ex. 33.

¹⁰ See Exa. 33 and 51.

¹¹ See Ex. 34. The Order of Conditions apparently expired on January 14, 2018, three years from the date of issuance on January 14, 2015.

¹² Testimony of Gabriel Crocker.

¹³ *Id.* Mr. DaMora similarly testified that Phase I consisted only of above-ground stormwater upgrades and "spot repairs" to the existing drainage system that could be made to reduce inundation and infiltration. The other phases of the CHA Plan were to address the replacement of the wastewater management or sewerage system, as approved by the DEP and the ECC in its entirety, "and all of the environmental controls to keep water from going into the wetlands."

¹⁴ In March of 2015, Ms. Donaldson received a report from Mr. Crocker of a "breakout," or release of 30,000 gallons of sewerage into a wetland resource due to a pump failure. When she went to the Park in response to the report, she also observed "a lot of trash and debris in the wetland resource areas." In response to her observations, the ECC issued a further enforcement Order, dated March 23, 2015, which included a requirement that MHC file a

under Phase I was performed during the period from October 2016 to January of 2017. Meyers Environmental completed all of the drainage improvements shown on page C-202 of the CHA Plan.

MHC has not performed the work under Phases 2, 3A or 3B of the CHA Plan. Nor has it installed a stormwater management system that adequately treats and controls stormwater runoff at the site.¹⁵ The storm water drains are clogged with dirt and debris and do not drain storm water. During rain events, significant flooding occurs at various locations in the Park.¹⁶

Plaintiffs' expert, Joe Hogan of Hogan Associates ("Hogan"), testified that he inspected the Park's waste water collection and delivery system twice and found the same conditions in 2018 that he found in 2013. He opined that the Park's drainage system is failing, as evidenced by standing water at the Park, and that the drainage swales and catch basins at the Park are in poor condition.¹⁷ Messrs. DaMore and Crocker also testified on cross-examination, that the Park's stormwater drainage system is not functioning properly, notwithstanding the work performed by Meyers Environmental.

At least one storm water drain is surrounded by a silt sock and covered with impervious sheeting. See Ex. 26E. The drainage system has failed to prevent breakouts from the leaching

restoration plan with the ECC on or before March 30, 2015. See Ex. 24. MHC did not comply and the ECC sought to impose daily fines. In April of 2015, a petition was filed in the Taunton District Court for enforcement of wetlands violations. MHC argued that it had not been given proper notice of the violations and the parties ultimately entered into a Settlement Agreement, which the Commission adopted, and all fines were waived. See Ex. 39.

¹⁵ See testimony of Gabriel Crocker, Trial transcript, Day 2, p. 74.

¹⁶ David Fisk, who has resided at 69 Fifth Street since March of 2014, testified that there was "heavy puddling on Fifth Street after every storm in 2014." He personally observed some of the work performed on the Park's storm water system, including the installation of three different tanks on his street. Even after that work was performed, there was "up to 10 inches" of "heavy flooding" in front of his home "after every heavy rain." See Exs. 26A, 26B and 26C. He also testified to various leaks in the Park's fresh water system that he has observed since 2014, including several in 2018, and that the leaks have gotten "far worse" since 2014.

¹⁷ During both inspections, Mr. Hogan formed the opinion that the overall condition of the Park's water distribution and sewer collection system is poor in the area of First and Third Streets and in parts of Second and Fifth Streets. During his 2018 inspection, he observed leaks from the system, in which water was just bubbling up from the ground on Second Street, running down Fourth and Fifth Streets and accumulating in the street, and another leak area on Third Street, near the home at No. 38 or 39.

field that still occur during rain events. Photographs included in Exhibit 26 depict substantial pooling of rainwater and surface water along the roads and areas abutting the roads at the Park.

MHC addressed, to the ECC's satisfaction, "alterations of wetland resources and buffer zones," which the ECC contended violated Easton's Wetland Protection Bylaw, by removing yard waste and debris between June 15, 2015 and June 25, 2015. However, it has failed to continue to remove yard debris within the buffer zone to the wetland resource areas associated with the site since then.¹⁸

B. October 20, 2014 and October 5, 2015 RCB Orders

In 2014, the Association filed a petition with the RCB seeking a reduction in rents, citing various conditions at the Park and MHC's refusal to address them. After a multi-session, public hearing over an eight-month period, the RCB denied the Association's petition for a reduction in rents, but issued an Order, dated October 20, 2014, requiring MHC to make certain improvements to the Park. In its Findings, the RCB stated:

Based upon the totality of information before it, the [RCB] finds that [MHC] has neglected the infrastructure at the Park and that as a result, substandard conditions exist with respect to the wastewater disposal system, water delivery system, drainage system, abandoned property and roadway/driveway network. The [RCB] finds that such conditions adversely impact the health, safety and welfare of the tenants of the Park. The [RCB] finds that an order for the abatement of such conditions is within the [RCB's] authority under the Act. The [RCB] further finds that abatement of such substandard conditions must occur as soon as practicably feasible.

¹⁸ MHC's witnesses testified that there was a cleanup of the area around the Park dumpster in 2015, a location that is undisputedly in a buffer zone. However, the testimony of Hogan and Park residents, David Fisk and Pamela Widdup, established that after the 2015 cleanup, MHC failed to maintain the area around the dumpster, and that MHC never removed the yard debris around the Park generally. MHC's on-site property manager, Jason Roriguez, admitted on cross-examination that Park residents, not MHC, conducted a cleanup of the dumpster area in the summer of 2018. In its post-hearing brief, MHC states that "it will continue to move trash and rubbish at the dumpsters and the 30-yard construction dumpster that [MHC] has installed within the Park" and that "its agents are willing to meet with representatives of the Tenants' Association and the Town with respect to its non-compliance of the removal of household trash and yard debris from the four (4) areas of concern and the trash area within the Park." Defendant's Post-Trial Brief at p. 5.

The RCB ordered:

1. [MHC] must submit to the [RCB], a sufficiently detailed remediation plan for the abatement of the above referenced conditions. Such Plan must describe the work to be performed, must include a detailed schedule for the completion of such work, and must have sufficient provisions for the monitoring of any remedial work.
2. Such remediation plan must be submitted to the [RCB] within thirty (30) days from the date of this Order. The [RCB] shall then have thirty (30) days to approve the remediation plan, with such additional conditions as the [RCB] may deem appropriate. The [RCB] may also reject the remediation plan and direct [MHC] to prepare a new Remediation plan no later than June 1, 2015.

MHC failed to submit any remediation plan to the RCB and to perform any of the work described in the October 20, 2014 Order. In June of 2015, the RCB, on its own initiative, moved to commence a hearing to consider a rent reduction at the Park. On October 5, 2015, the RCB found that MHC had not complied with its October 20, 2014 Order to remedy the deficiencies and issued a second Order that not only reduced rents, but also ratified its prior Order and directed MHC to submit a remediation plan by June 1, 2016.

MHC again failed to submit any remediation plan as required and appealed the RCB's 2014 Order under G.L. c. 30A § 14(7). On January 2, 2018, the Court (McGuire, J.) affirmed the Order.¹⁹

As of October 10, 2018, MHC still had not addressed the substandard conditions of the Park's: (1) wastewater disposal system; (b) water delivery system; (c) drainage system; (d) abandoned property; and (e) roadway/driveway network. Further, it may be inferred from Mr. Harold's testimony that repairs "aren't even a consideration," given the Park's financial losses,

¹⁹ The Court (McGuire, J.) denied MHC's motion for judgment on the pleadings and allowed the Association's cross-motion.

and the testimony of Messrs. Crocker and DaMore that MHC has not consulted with either of them about moving forward with Phases 2, 3A and 3B of the CHA Plan, that MHC does not intend to do so.²⁰ The evidence further demonstrates the following.

A. Waste Water Treatment Facility (“WWTF”) and Delivery System

MHC failed to complete the work on the Park’s WWTF included in the CHA Plan by completing only Phase 1. While the contract originally called for the completion of approximately \$1.68M of sewer system work, only \$300,000 of it was actually performed. Meyers Environmental apparently contracted to complete all of the work in the CHA Plan, but MHC halted that work in 2016.

During his September 6, 2018 inspection of the property, Mr. Hogan observed that no improvements had been made to any lift stations or sewer lines (the existing waste water delivery system). He also observed “improper[ly] connected sewer discharge pipes and lift stations on 3rd Street, which Mr. DaMore acknowledged installing. Mr. Hogan opined that the water delivery system is in poor condition.

Between 2016 and the date of the evidentiary hearing, Meyers Environmental performed only “spot work” or emergency repairs to address drainage, water and sewer issues at the Park, including from September 11 to 16, 2018, March 28 to 30, 2018, November 29 to December 1, 2017, October 5 to 7, 2017, from April 3 to 5, 2017 and from January 24 to 27, 2017. See Exhibit 46. None of this work was included in the CHA Plan and, as Mr. DaMore conceded, none of it addressed the overall problem with the Park’s wastewater treatment system.

²⁰ As far as Mr. DaMore knows, MHC has no plans to complete the work specified in Phases II, IIIA and IIIB of the CHA Plan.

B. Fresh Water Delivery System

MHC has failed to repair the fresh water pipe system that delivers water to the Park's mobile homes. The system frequently leaks and causes water to pool in roadways and other areas around the Park. Mr. Hogan observed two separate water leaks at the Park during his September 6, 2018 inspection. He also saw water bubbling from the ground with heavy standing water on the roads. He reviewed water usage reports, which he said indicated a high volume of usage per home. He opined that the overall condition of the water delivery system is poor. MHC witnesses conceded that MHC does nothing more than perform spot repairs of the frequent and numerous leaks.

C. Storm Water Drainage System

As indicated above, MHC has failed to install and maintain a storm water drainage system that functions properly.

A. Abandoned Trailer Homes

Unoccupied mobile homes indisputably existed in the Park as of the time of the hearing. The parties disagreed only as to their number and whether they were "abandoned." Ms. Widdup, who has lived at the Park for 49 years, testified there were approximately ten empty homes. See Ex. 26P-X. She further testified that one, at 30 Third St., has been abandoned since May of 2015, and another, at 18 Third St., has been abandoned since 2013.

Mr. Harold does not know, but based solely on his review of homes listed as "abandoned" in his employer's computer system, believes there may be only 2 or 3. Meanwhile, Mr. Rodriguez testified that four of the unoccupied homes in the Park were owned by MHC and all of those had been secured by MHC. Two others were owned by TD Bank, and two were owned by an

individual who does not reside in the Park and rents them to third parties, but is still paying rent. Still another home belongs to the Estate of a former resident who died in January 2018.

B. Roadway System

The Park's roadway system, which was in poor condition overall, and characterized by deteriorated asphalt, potholes, cracks, and improper road drainage in 2013, has only further deteriorated since then. See Ex. 26D, 26F-J. As of the time of the hearing, MHC had not paved the deteriorated roads, had performed little to no maintenance to fill large potholes, had not prevented silt and stone from washing from the roads into the drains, and had not cleaned or kept storm drains clear of such silt, stone and other debris.²¹ Mr. Hogan noted that all of 1st, 2nd, and 3rd Streets and Main Avenue, and a portion of Fifth Street, were severely deteriorated and heavily cracked with potholes. Messrs. DaMore and Crocker both testified that MHC's refusal to maintain the roads and storm drains at the Park contributes to the failure of the storm water drainage system.

Discussion

In its post-hearing brief, MHC concedes that the RCB "Orders required [MHC] to perform repairs to the roads, the water delivery system, repair the drainage system, remove abandoned homes in the Park and make roadway repairs."²² However, it argues that the DEP "has exclusive jurisdiction in [the groundwater discharge permit issued by the DEP to MHC]"

²¹ In its Post-Trial Brief, MHC argued that the "area where there are issues with roadways" are "in the older section of the Park" and reported that it had solicited and accepted the \$39,000 bid of G&D Excavators to pave "immediately." Defendant's Post-Trial Brief at p. 8. Exhibit B to the brief is the accepted bid, which proposes: "overlay of asphalt on various streets with approximately 1 ½ inches of asphalt overlay to repair potholes to make streets as smooth as possible without removing underlaying asphalt or regrading road for proper drainage per Jason. Size is app 18,800 sq. ft. There is no warranty that repair won't crack or be damaged since prep work and removal of existing asphalt has not been done."

²² Defendant's Post Trial Brief at p. 5.

and "the Town did not issue orders under the wastewater control system permit."²³ In so doing, it suggests that the ECC and RCB lacked authority to enter Orders relating to the WWTF and delivery system. I am not persuaded.

Although the Act and relevant regulations require the DEP to monitor compliance with groundwater discharge permits, they do not preclude the ECC or the RCB from enforcing local by-laws and/or regulations that MHC violates during its maintenance and operation of the Park's WWTF. In particular, the Act and its regulations do not preclude the ECC from issuing an Enforcement Order when a breakout from the WWTF causes sewage to run from its leaching field and into a nearby wetland and bordering vegetated wetland. Nor do they preclude the RCB from issuing orders that MHC abate substandard conditions resulting from its neglect of the Park's infrastructure, including its WWTF, that adversely affect the health, welfare and safety of its tenants.

The broad powers conferred upon the RCB by the Legislature in Chapter 88 of the Acts of 2013 necessarily include the power to monitor and regulate the Park's infrastructure, including its wastewater disposal system, water delivery system, drainage system and roadways, and to order, and oversee the implementation of, plans to repair those systems where they may directly and adversely affect sanitation, or the habitability of the homes, at the Park.

Notwithstanding its completion of Phase I of the CHA Plan, MHC failed to comply with the ECC's Order by failing to: (1) construct a stormwater management system that adequately

²³ *Id.* The DEP issued a Groundwater Discharge Permit to MHC, which allows it to operate the WWTF at the Park, pursuant to the Massachusetts Clean Water Act, G.L. c. 21, §§26-53 ("the Act"), and regulations, including 314 CMR 5.00, *et seq.*, promulgated thereunder. Section 34 of Chapter 21 provides that the DEP shall supervise the operation and maintenance of such facilities to ensure that permittees maintain and operate such facilities in conformance with 314 CMR 5.16(2) ("permittee shall comply at all times with the terms and conditions of [a groundwater discharge] permit, 314 CMR 5.00 and [the Act]").

treats and controls stormwater runoff at the Park and (b) remove yard debris within the buffer zone to the wetland research areas after June 25, 2015.²⁴

MHC has also failed to comply with the RCB's Orders by failing to: (a) abate substandard conditions of the roads, wastewater facilities, water delivery system, and drainage infrastructure, and (b) remove two abandoned homes, at the Park.²⁵

ORDER

In light of the above findings and conclusions, it is hereby ORDERED that:

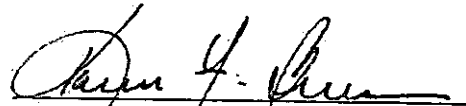
1. MHC shall file a remediation plan with the RCB addressing the substandard conditions identified in the RCB's Orders, including those pertaining to the Park's wastewater facilities, roads, water delivery system, and drainage infrastructure, and any remaining abandoned and unoccupied homes within thirty (30) days of this Order;²⁶
2. Such plan shall provide for remediation of those substandard conditions within six months of its approval, if any, by the RCB;
3. The RCB shall review MHC's proposed plan to determine whether it should be approved, with or without conditions, within 30 days of its receipt. The RCB shall also establish monthly deadlines for completion of the work identified in the six-month plan; and

²⁴ MHC neither contended, nor presented evidence showing, that it had fully complied with the ECC Order during the hearing.

²⁵ When asked, MHC's counsel conceded at the hearing that MHC had not completed all of the work required by the ECC and RCB Orders and suggested that this was because MHC lacked capital needed to comply after the RCB reduced rents. In its post-hearing brief, MHC stated that it "would like to be permitted to file a rent increase dedicated to perform all remaining repairs." Defendant's Post-Hearing Brief at p. 10. To the extent MHC now seeks any rent increase, it should submit its proposal to the RCB.

²⁶ MHC also refers in its post-hearing brief to remedial actions, which it either had taken or planned to take as of the date of the brief's filing, to address certain of the issues raised during the hearing. This court lacks information needed to determine whether those actions will abate the substandard conditions found by the RCB.

4. If MHC fails to meet any of the monthly deadlines, the parties shall jointly report such non-compliance to this Court, at which time this Court will consider appointing a receiver.
5. The Court retains jurisdiction over this matter to enforce this Order.


KAREN F. GREEN
Justice of the Superior Court

Dated: July 3, 2019