

**AMENDED AND RESTATED
INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
THE TOWN OF FOXBOROUGH
AND THE TOWN OF SHARON
FOR
MUNICIPAL SEWER SERVICE**

This Amended and Restated Intermunicipal Agreement (the “Agreement”) is entered this 15th day of August, 2023 (the “Effective Date”) and amends and restates that certain Intermunicipal Agreement dated October 16, 2018, entered into by and between the Town of Foxborough, a Massachusetts municipal corporation having a principal office at 40 South Street, Foxborough, Massachusetts 02035, acting by and through its Board of Water and Sewer Commissioners, established and authorized by Chapter 46 of the Acts of 1986, as amended, and its Select Board (“Foxborough”), and the Town of Sharon, a Massachusetts municipal corporation having its principal office at 90 South Main Street, Sharon, Massachusetts 02067, acting by and through its Select Board (“Sharon”). Foxborough and Sharon are sometimes referred to individually herein as a “Party”, or collectively as the “Parties”.

WHEREAS, Section 4A of Chapter 40 of the General Laws authorizes a governmental unit to enter into an agreement with one or more governmental units to perform jointly any services, activities, or undertakings which any of the contracting units is authorized by law to perform, and Section 1 of Chapter 83 of the General Laws authorizes a city, town, commission or district to make contracts with any other city, town, commission or district with regard to the operation, repair and maintenance of the physical properties of its system or systems of sewers and drains;

WHEREAS, Foxborough operates and maintains a municipal sewer system and is a member of the Mansfield-Foxborough-Norton Regional Wastewater District, a body politic and corporate established by Chapter 101 of the Acts of 2010 (the “District”) and an agreement entered into by the towns of Mansfield, Foxborough, and Norton dated June 17, 2014 (the “District Agreement”), which owns and operates an advanced regional wastewater treatment plant located in Norton, Massachusetts (the “Treatment Plant”) to collect, treat and dispose of wastewater received from Foxborough’s municipal sewer system;

WHEREAS, an existing residential development known as Quail Ridge is located in Sharon, as shown on a plan attached hereto and incorporated herein as Exhibit A (the “Residential Development”) and is managed by the Quail Ridge Homeowners Association;

WHEREAS, Foxborough is willing to assume the obligation to manage and maintain the existing sanitary sewer system located within the roadways serving the Residential Development in accordance with the terms and conditions of the Foxborough Town Code and the Rules and Regulations of the Foxborough Water and Sewer Commissioners, as may be amended from time to time (collectively, the “Foxborough Regulations”); and

WHEREAS, Sharon is agreeable to Foxborough providing municipal sewer service to the Residential Development and other areas in Sharon which may be permitted in accordance with the terms of this Agreement.

NOW, THEREFORE, pursuant to the provisions of MGL c. 40, section 4A, MGL c. 83, section 1, and every other power enabling them, and in consideration of the mutual promises, payments, covenants and agreements as set forth herein, the Parties hereto mutually agree as follows:

The recitals listed above are hereby incorporated into the terms of this Agreement.

I. THE RESIDENTIAL DEVELOPMENT

Relative to the Residential Development, Foxborough shall provide municipal sewer service to the properties and specific scale and type of residential developments listed on Exhibit B, attached hereto, in accordance with the following terms.

1. Conveyance of Wastewater

Foxborough shall accept for conveyance to the Treatment Plant the total current flow of wastewater from the Residential Development, which shall enter the Foxborough sewer system through a connection at the boundary of the Residential Development at the town line between Sharon and Foxborough (the "Residential Connection"). Any new sewer connections or redevelopment of an existing, connected property that would impact the permitted flow allocation, as per the Foxborough Regulations, must submit an application for approval per Section II of this Agreement.

2. Maintenance, Repairs, and Replacement Obligations.

- (i) Foxborough shall be responsible for maintenance, repairs and replacement of the sewer lines providing service to properties within the Residential Development, specifically the existing sewer mains located in Reeve Road, Boyden Road, Weyman Lane, Atherton Lane, Matross Lane, Turning Mill Road, Iron Hollow Road, Cannon Ball Road, Foundry Road, Firebrick Road, Fairbanks Road, Forge Road, Grapeshot Road, Triphammer Road and portions of Gavins Pond Road, said portion being from an existing manhole located in Gavins Pond Road at the intersection of Reeves Road in Sharon to the Foxborough town line, all as shown on Exhibit A. Relative to any of the aforementioned streets that are not public ways (e.g., Weyman Lane and Atherton Lane), Sharon and Foxborough shall work cooperatively to secure rights for Foxborough to maintain, repair and replace the sewer lines in such private ways pursuant to deeded rights from the abutters to the private way or pursuant to authority under MGL c. 187, section 5.
- (ii) Sharon hereby grants Foxborough a non-exclusive right to enter and open the public ways in the Town of Sharon in which a sewer main serving the Residential Development is located, for purposes of inspecting, repairing, replacing,

maintaining and monitoring the sanitary sewer system serving the Residential Development.

- (iii) For non-emergency work on the sewer main(s) serving the Residential Development, Foxborough shall give written notice to the Sharon Department of Public Works and shall apply for a Street Opening Permit and Trench Permit under the Sharon Street Opening Bylaw at least fourteen (14) days prior to the commencement of work. Foxborough shall endeavor to coordinate its work on the sewer main(s) located in Sharon with the Sharon Department of Public Works and shall comply with the Sharon Street Opening Bylaw. If work is to be done by a sub-contractor of Foxborough, the sub-contractor will be required to obtain a contractor's license from Sharon. Sharon shall not charge any fees for any Street Opening Permit, Trench Permit, or contractor's license as may be necessary for work required pursuant to this Agreement.
- (iv) Foxborough shall perform any inspections, repairs, maintenance and monitoring in a prompt and continuous manner and shall take all necessary steps to minimize disruption to the public ways in Sharon and the adjacent roadways, including hiring police details when deemed necessary by Sharon. Foxborough shall cause notice of the location of any work to be performed or new sewer line or connection installed to be provided to "Dig Safe", upon completion of the work.
- (v) All costs in providing sewer service for the Residential Development shall be borne by Foxborough, it being the intent of this Agreement that there be no cost to Sharon for any work performed in connection herewith.
- (vi) Foxborough may impose any special assessments or betterments to fund, repair or replace the sewer lines within the Residential Development in accordance with Massachusetts General Laws. Sharon shall cooperate and facilitate, as necessary, the adoption of any special assessments and/or betterments deemed necessary by Foxborough.

3. Emergency Conditions.

- (i) Foxborough will be responsible for responding to emergency calls regarding municipal sewer service provided to the Residential Development and for the sewer line running from the location of the existing gravity sewer manhole located in Gavins Pond Road at Reeve Road in Sharon to the Sharon/Foxborough town line, as shown on Exhibit A.
- (ii) Each Party shall immediately, that is within twenty-four hours or as soon as practicable, notify the other of any emergency or condition which may affect the sewer system of the other municipality.

II. ADDITIONAL SERVICE AREAS IN SHARON

1. New Sewer Connections.

The Parties may authorize additional areas located in Sharon to obtain sewer service from Foxborough pursuant to this Agreement, subject to available capacity and pursuant to applicable terms of the Foxborough Regulations and the District Agreement.

2. Applications for Sewer Service.

- (i) A property owner seeking approval for new sewer service or expansion of capacity may apply to the Sharon DPW. If the Sharon DPW approves the application, it shall submit a favorable recommendation to the Sharon Select Board for its approval and to the Foxborough DPW. After the approval by the Sharon Select Board, the applicant may then apply to the Foxborough Water & Sewer Commission and Foxborough Select Board for approval.
- (ii) Only applicants who have received approvals from the Sharon Select Board, the Foxborough Select Board, and the Foxborough Board of Water & Sewer Commissioners shall be entitled to obtain a sewer connection permit. Foxborough's authority to approve any additional sewer connections is limited by and subject to its agreement as a member of the District and the Special Acts concerning the Foxborough Board of Water & Sewer Commissioners.
- (iii) Applications for sewer service shall be subject to Foxborough's applicable fees and charges. All fees must be paid to the Foxborough Department of Public Works at the time of submitting an application for a new sewer connection. Any property authorized and approved to obtain municipal sewer service pursuant to this Agreement shall be listed in an addendum to this Agreement, which shall be distributed to the Parties.
- (iv) Applicants seeking a sewer connection to a privately owned and/or maintained sewer line must obtain approval from the owner and/or maintainer of the sewer line before submitting an application for a sewer connection to Sharon DPW. Approval of connections to a privately owned and/or maintained sewer line shall be at the sole and absolute discretion of the private owner/maintainer and may include consideration of any potential adverse impact to capacity, flow, or cost to then the current sewer users.
- (v) Approved applications for sewer service for areas in Sharon outside of the Residential Development shall be listed in Addenda to this Agreement, which (exclusive of Addendum No. 1) shall be duly executed by the Parties.

3. Installation of New Connections. All costs associated with proposed upgrades or modifications of sewer connections shall be the responsibility of the applicant, including but not limited to: application fees, permit fees, design costs, consultation fees, downstream system analysis, construction costs, I & I removal, and any other cost as deemed necessary by the Sharon and/or Foxborough review authorities. Any work related to new connections within a public right-of-way requires a Street Opening and Trench Permit from Sharon. Sharon shall apply its standard fee schedules for any Street Opening

Permit, Trench Permit, or contractor's license as may be necessary for work by a private contractor for a permitted sewer connection.

4. Expansion of Existing Service

Sharon DPW shall notify Foxborough DPW if it becomes aware of any reconstruction or change of use to a connected property in Sharon that could potentially impact the sewer design capacity, per the Foxborough Regulations, including, but not limited to, an increase in the number of bedrooms on a lot. No building permit shall be issued for such reconstruction or expansion until the additional capacity has been approved pursuant to this Agreement.

III. GENERAL PROVISIONS

1. Sewer Customer.

A property owner receiving municipal sewer service pursuant to this Agreement shall be deemed to be a Sewer Customer of Foxborough.

(i) Rates, Charges, and Billing for Sewer Service.

Billing for sewer service shall be based upon the water consumption of each metered building authorized to connect to a sewer main pursuant to this Agreement. Sharon shall apply Foxborough's then current Sewer Customer Rate, as set forth in the Foxborough Regulations, to the water meter reads for every Sewer Customer. Based on the application of the metered water consumption of each Sewer Customer to the Sewer Customer Rate, Sharon shall issue bills for sewer service to every Sewer Customer.

(ii) Every Sewer Customer (or its successors in interest) shall pay Sharon within 30 days of issuance of a bill for sewer service. All such bills shall be presumed received within five (5) days of mailing, which shall be presumed to be the date of the bill. Sharon shall remit to Foxborough on a quarterly basis the payments for sewer service received from all Sewer Customers.

(iii) Any bill not paid within 30 days shall incur interest in the same manner as charged to Foxborough's in-town sewer customers. Such interest shall become part of the bill and shall be charged along with the original amount of the bill to the Sewer Customer.

(iv) Sharon may add a service charge to sewer customers located within Sharon for the administrative cost of providing billing services.

(v) Foxborough shall have sole discretion and authority to establish sewer user rates for Sewer Customers, in accordance with applicable law.

2. Collection of Delinquent Accounts.

If a Sewer Customer fails to pay a properly payable fee, rate, or charge, then Sharon shall send notice of the delinquent account(s) to Sharon's Board of Assessors and to Foxborough's Department of Public Works, with copies to the Sharon Select Board. Sharon and/or Foxborough shall pursue the necessary measures to collect the unpaid fees, rates or charges, including the steps necessary to secure a municipal lien on the subject property, in accordance with the General Laws (Chapter 83, §16A – §16F), for the benefit of payment to Foxborough. Sharon and/or Foxborough may pursue a contract claim for unpaid fees, rates or charges or terminate sewer service to a Sewer Customer, in accordance with the General Laws (Chapter 83, §16B). In addition, Foxborough may pursue placing a municipal lien on property of a delinquent Sewer Customer in Sharon, pursuant to the provisions of MGL 83, §16A.

3. Documents/Plans.

Sharon shall provide to Foxborough, upon request and at no cost, all engineering documents, plans, specifications or schematics received by Sharon from or on behalf of a property owner which depict, describe or reference any of the sewer mains and proposed and existing sewer connections.

4. Liability.

Pursuant to M.G.L. c. 40, § 4A, each Party shall be liable for the acts and omissions of its own employees and not for the employees of the other in the performance of this Agreement, and to the extent provided by M.G.L. Chapter 258. By entering into this Agreement, neither Party has waived any governmental immunity or limitation of damages which may be extended to it by operation of law. Pursuant to provisions of MGL c. 83, §1, employees of Foxborough and employees of Sharon, while in the performance of their duties under this Agreement in the territory of the other, shall have the same immunities and privileges as if performing the same work in their respective town.

5. Dispute Resolution.

Foxborough and Sharon recognize the value of resolving amicably and expeditiously any disputes that may arise under this Agreement. Further, the Parties agree to cooperate with each other actively and in good faith in connection with the implementation of this Agreement, including without limitation, providing to each other upon request relevant information concerning this Agreement.

Accordingly, Foxborough and Sharon shall use best efforts to resolve any disputes that arise between them from or regarding this Agreement. If a dispute arises, the Parties shall refer the dispute to the Foxborough Town Manager and the Sharon Town Administer for resolution. If after discussion and consideration, the Parties have not resolved the dispute within forty (40) business days at that level, then each Party may pursue an action at law or equity to enforce its rights under the Agreement.

6. Invalidity.

The invalidity of any provision of this Agreement shall not be deemed to impair or affect, in any manner, the validity, enforceability, or effect of the remainder of this Agreement, and in such event all of the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

7. Waiver.

No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Agreement, nor the intent of any provision hereof.

9. Effective Date, Term of Agreement.

- i. The term of this Agreement shall commence on the Effective Date shall be and remain effective for a period of twenty-five (25) years from the Effective Date, unless terminated earlier in accordance with the terms herein. Upon the expiration of the twenty-five year term, this Agreement shall expire unless previously extended by the Parties.
- ii. The Parties may, if authorized by vote of their respective Town Meetings, collectively petition the General Court for a Special Act to provide for a longer term for this Agreement than currently available under the General Laws. If such a Special Act is enacted, this Agreement shall be amended to reflect the term authorized by the legislation.

10. Termination.

This Agreement may be terminated upon the duly authorized and express written consent of both Parties. For purposes of this paragraph, such action shall be, in the case of Foxborough, by the Town Manager with the Board of Water and Sewer Commissioner's approval and, in the case of Sharon, by its Town Administrator with the Select Board's approval. Foxborough and Sharon each reserve the right to terminate this Agreement after giving the other Party at least one hundred eighty (180) days written notice of its intent to do so for refusal to fulfill any material obligation or condition herein. Before taking such action, Foxborough and Sharon will have provided the other Party, as well as all property owners affected thereby, with reasonable opportunity to implement corrective actions as necessary to maintain compliance with the obligations and conditions of this Agreement and to implement such corrective actions as may be required by either Sharon or Foxborough. Notwithstanding the foregoing, prior to termination, the Parties will use their best efforts to try to resolve any disputes between

them, and the owners of affected properties, should said disputes be the cause for said termination.

This Agreement may be terminated by either Party if termination is required by lawful rule, regulation, decision, order or directive of the District, the United States Environmental Protection Agency, the Massachusetts Department of Environmental Protection or any agency of the state or federal government with jurisdiction over the Parties or subject matter of the Agreement.

11. Notice.

All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid:

If intended for Foxborough, addressed to:

*Town Manager
Foxborough Town Hall
40 South Street
Foxborough, MA 02035*

with a copy delivered to:

*Foxborough Board of Water and Sewer Commissioners
70 Elm Street
Foxborough, MA 02035*

If intended for Sharon, addressed to:

*Town Administrator
Sharon Town Hall
90 South Main Street
Sharon, MA 02067*

with a copy delivered to:

*Sharon Department of Public Works
Town Hall
217R South Main Street
Box 517 Sharon, MA 02067*

And to Town Counsel:

*Richard Gelerman, Esq.
Gelerman and Cabral, LLC
30 Walpole Street
Norwood, MA 02062*

Either Party may change its respective address by delivering written notice to the other at least ten days prior to the effective date of the change.

12. Law Governing.

This Agreement and all rights and obligations, including matters of construction, validity and performance, shall be governed by the law of the Commonwealth of Massachusetts.

13. Maximum Financial Liability.

Pursuant to M.G.L. c. 40, § 4A, the maximum extent of each Party's financial liability in connection with this Agreement is as set forth herein.

14. Reporting.

To the extent required by M.G.L. c. 40, § 4A, the Foxborough and Sharon shall each maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received on account of the services provided under this Agreement, and shall provide for the performance of regular audits of such records.

15. Entire Agreement.

- (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.
- (ii) This Agreement replaces in its entirety the "Intermunicipal Agreement By and Between the Town of Foxborough and the Town of Sharon for Municipal Sewer Service", dated October 16, 2018 (the "Original Agreement"). The terms and conditions of the Original Agreement shall have no further force and effect and the Parties shall be bound by the terms and conditions in this Agreement as of the Effective Date.

16. Amendments.

This Agreement may be modified only by written amendment, duly executed by both Parties.

17. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

18. Recording

The Parties may record this Agreement or a notice of this Agreement at the Norfolk County Registry of Deeds.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 20th
day of June, 2023

TOWN OF FOXBOROUGH
By its Board of Water and Sewer Commissioners


Michael P. Stanton, Chairman
Foxborough Board of Water and Sewer
Commissioners

Approved as to Legal Form


Stephen F. Madaus
Special Town Counsel

TOWN OF FOXBOROUGH


By: 
John W. Coderre
Town Manager

Approved and authorized by vote of the
Foxborough Select Board
on June 20, 2023

COMMONWEALTH OF MASSACHUSETTS

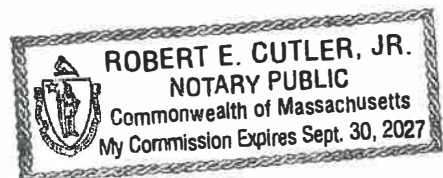
Norfolk ____, ss.

On this 21st day of June, 2023, before me, the undersigned notary public, John W. Coderre personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as the Town Manager of the Town of Foxborough and for its stated purpose, as the voluntary act of the Town of Foxborough.


Notary Public

Printed Name: Robert E. Cutler Jr.

My Commission Expires: September 30, 2027



[Seal]

TOWN OF SHARON

By: *Frederic Turkington*
Frederic Turkington
Town Administrator

Approved and authorized by vote of the
Sharon Select Board
on 8-1-2023, 2023

RECOMMENDED:

Eric Hooper, Superintendent
Sharon Department of Public Works

Approved as to Legal Form

[Signature]
Town Counsel

COMMONWEALTH OF MASSACHUSETTS

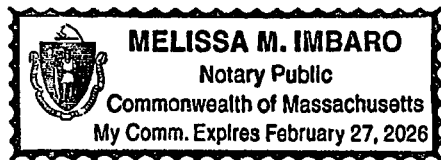
Norfolk, ss.

On this 1st day of August, 2023, before me, the undersigned notary public, Frederic Turkington personally appeared, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as the Town Administrator for the Town of Sharon and for its stated purpose, as the voluntary act of the Town of Sharon.

Melissa M. Imbaro
Notary Public

Printed Name: Melissa M. Imbaro




My Commission Expires: 2/27/2026



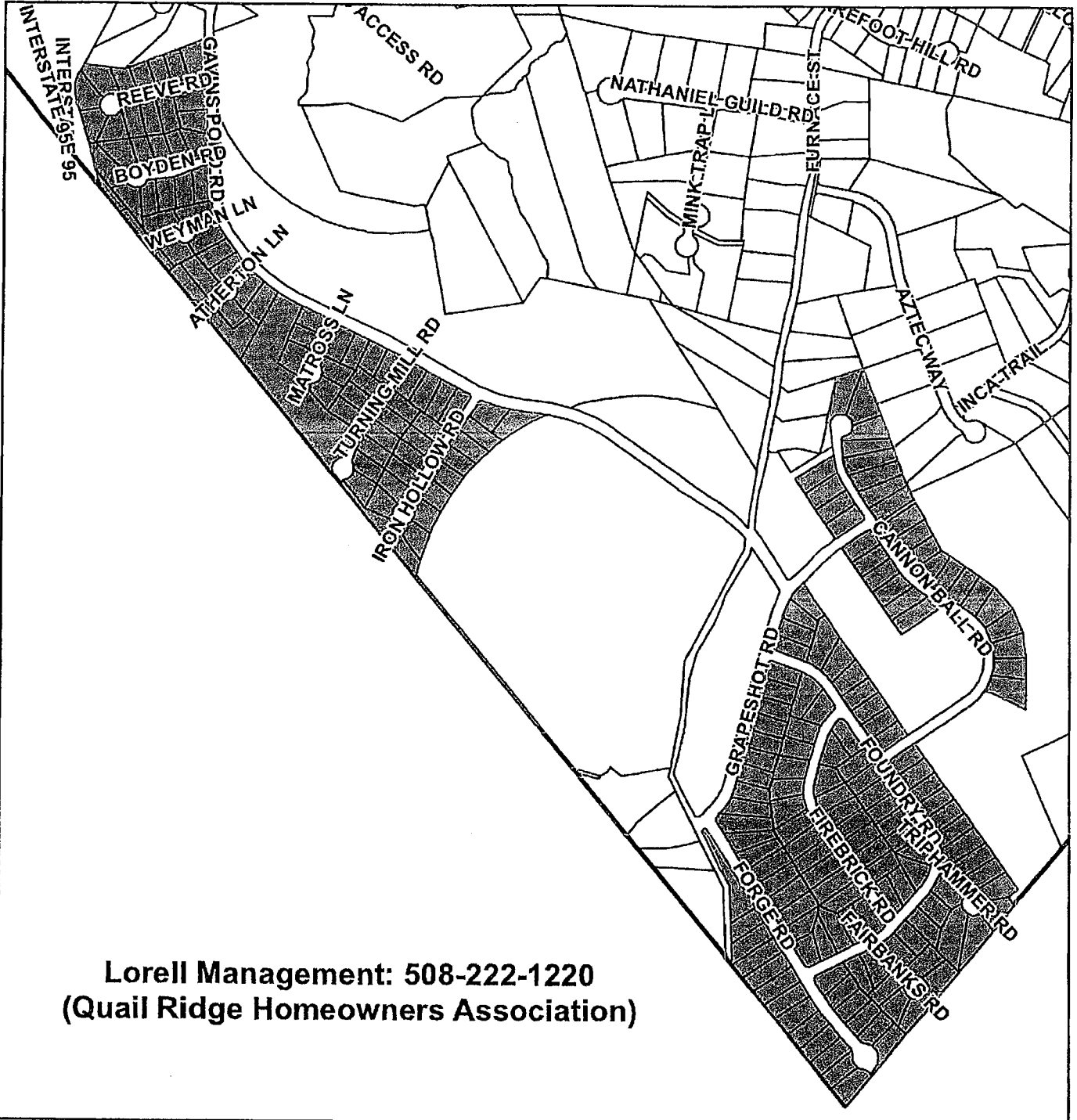
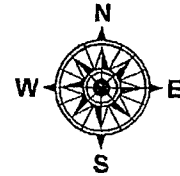
[Seal]

Exhibit A

The Residential Development (Quail Ridge)

-  Parcels on Foxborough Sewer Line
-  Town Boundary
-  Parcels

Sewered Areas in Sharon, MA



**Lorell Management: 508-222-1220
(Quail Ridge Homeowners Association)**

Maps generated through GIS
are for display purposes.
Not to be used as or substituted
for survey plans.

1 inch = 800 feet

Department of Public Works
Engineering Division
GIS Team
August 2012



Exhibit B

Residential Development

Property Addresses and Scale of Developments

Exhibit B
Sharon Properties Connected to Foxborough Sewer
Authorized Customer List

#	Street	Parcel #	Area (Acres)	Authorized Use/Capacity
144	OLD POST RD	057022000	59.81	Mixed Use Development (See Agreement)
4	ATHERTON LN	029036000	0.459458	Single Family Home (4 bedrooms)
7	ATHERTON LN	029041000	0.607208	Single Family Home (4 bedrooms)
10	ATHERTON LN	029037000	0.463728	Single Family Home (4 bedrooms)
7	BOYDEN LN	028018000	0.464738	Single Family Home (4 bedrooms)
8	BOYDEN LN	028010000	0.459366	Single Family Home (4 bedrooms)
11	BOYDEN LN	028017000	0.462075	Single Family Home (4 bedrooms)
12	BOYDEN LN	028011000	0.459366	Single Family Home (4 bedrooms)
15	BOYDEN LN	028016000	0.459481	Single Family Home (4 bedrooms)
16	BOYDEN LN	028012000	0.460744	Single Family Home (4 bedrooms)
19	BOYDEN LN	028015000	0.532828	Single Family Home (4 bedrooms)
20	BOYDEN LN	028013000	0.459252	Single Family Home (4 bedrooms)
23	BOYDEN LN	028014000	0.631382	Single Family Home (5 bedrooms)
7	CANNON BALL RD	021039000	0.461754	Single Family Home (5 bedrooms)
8	CANNON BALL RD	021040000	0.461754	Single Family Home (4 bedrooms)
15	CANNON BALL RD	021064000	0.67624	Single Family Home (5 bedrooms)
19	CANNON BALL RD	021065000	0.502365	Single Family Home (4 bedrooms)
23	CANNON BALL RD	021066000	0.520983	Single Family Home (4 bedrooms)
27	CANNON BALL RD	021067000	0.537925	Single Family Home (4 bedrooms)
31	CANNON BALL RD	021068000	0.582782	Single Family Home (4 bedrooms)
35	CANNON BALL RD	021069000	0.46646	Single Family Home (4 bedrooms)
39	CANNON BALL RD	021070000	0.465312	Single Family Home (4 bedrooms)
40	CANNON BALL RD	021059000	0.589417	Single Family Home (4 bedrooms)
43	CANNON BALL RD	021071000	0.465312	Single Family Home (4 bedrooms)
44	CANNON BALL RD	021058000	0.511249	Single Family Home (4 bedrooms)
47	CANNON BALL RD	021072000	0.459366	Single Family Home (4 bedrooms)
48	CANNON BALL RD	021057000	0.46933	Single Family Home (4 bedrooms)
51	CANNON BALL RD	021073000	0.47601	Single Family Home (4 bedrooms)
52	CANNON BALL RD	021056000	0.459275	Single Family Home (4 bedrooms)
55	CANNON BALL RD	021074000	0.477089	Single Family Home (4 bedrooms)
56	CANNON BALL RD	021055000	0.463728	Single Family Home (4 bedrooms)
59	CANNON BALL RD	021075000	0.477089	Single Family Home (4 bedrooms)
60	CANNON BALL RD	021054000	0.460101	Single Family Home (4 bedrooms)
63	CANNON BALL RD	021076000	0.459481	Single Family Home (4 bedrooms)
67	CANNON BALL RD	021077000	0.459734	Single Family Home (4 bedrooms)
68	CANNON BALL RD	021052000	0.482094	Single Family Home (4 bedrooms)
71	CANNON BALL RD	030030000	0.517355	Single Family Home (4 bedrooms)
72	CANNON BALL RD	030029000	0.482897	Single Family Home (3 bedrooms)
75	CANNON BALL RD	030031000	0.557163	Single Family Home (4 bedrooms)
76	CANNON BALL RD	030028000	0.523118	Single Family Home (4 bedrooms)
79	CANNON BALL RD	030032000	0.516529	Single Family Home (4 bedrooms)
83	CANNON BALL RD	030033000	0.506612	Single Family Home (4 bedrooms)
84	CANNON BALL RD	030035000	0.700184	Single Family Home (4 bedrooms)
87	CANNON BALL RD	030034000	0.723301	Single Family Home (4 bedrooms)
3	FAIRBANKS RD	013052000	0.45916	Single Family Home (4 bedrooms)

Exhibit B
Sharon Properties Connected to Foxborough Sewer
Authorized Customer List

#	Street	Parcel #	Area (Acres)	Authorized Use/Capacity
4	FAIRBANKS RD	013046000	0.485468	Single Family Home (4 bedrooms)
7	FAIRBANKS RD	013051000	0.459366	Single Family Home (4 bedrooms)
8	FAIRBANKS RD	013047000	0.538407	Single Family Home (4 bedrooms)
11	FAIRBANKS RD	013050000	0.472016	Single Family Home (4 bedrooms)
12	FAIRBANKS RD	013048000	0.546855	Single Family Home (4 bedrooms)
15	FAIRBANKS RD	013049000	0.460193	Single Family Home (4 bedrooms)
2	FIREBRICK RD	013024000	0.534206	Single Family Home (5 bedrooms)
6	FIREBRICK RD	013025000	0.507346	Single Family Home (5 bedrooms)
7	FIREBRICK RD	013031000	0.459366	Single Family Home (4 bedrooms)
10	FIREBRICK RD	013026000	0.575184	Single Family Home (4 bedrooms)
11	FIREBRICK RD	013030000	0.501653	Single Family Home (4 bedrooms)
14	FIREBRICK RD	013027000	0.563269	Single Family Home (4 bedrooms)
15	FIREBRICK RD	013029000	0.508012	Single Family Home (4 bedrooms)
18	FIREBRICK RD	013028000	0.551331	Single Family Home (4 bedrooms)
19	FIREBRICK RD	021021000	0.507094	Single Family Home (4 bedrooms)
22	FIREBRICK RD	021020000	0.539417	Single Family Home (4 bedrooms)
23	FIREBRICK RD	021022000	0.506221	Single Family Home (4 bedrooms)
26	FIREBRICK RD	021019000	0.560904	Single Family Home (4 bedrooms)
27	FIREBRICK RD	021023000	0.463476	Single Family Home (4 bedrooms)
30	FIREBRICK RD	021018000	0.617906	Single Family Home (4 bedrooms)
31	FIREBRICK RD	021024000	0.469513	Single Family Home (4 bedrooms)
34	FIREBRICK RD	021017000	0.505969	Single Family Home (4 bedrooms)
35	FIREBRICK RD	021025000	0.482094	Single Family Home (4 bedrooms)
38	FIREBRICK RD	021016000	0.497957	Single Family Home (4 bedrooms)
39	FIREBRICK RD	021026000	0.487649	Single Family Home (4 bedrooms)
42	FIREBRICK RD	021015000	0.475482	Single Family Home (4 bedrooms)
46	FIREBRICK RD	021014000	0.499656	Single Family Home (4 bedrooms)
50	FIREBRICK RD	021013000	0.495248	Single Family Home (4 bedrooms)
2	FORGE RD	021002001	0.644031	Single Family Home (4 bedrooms)
6	FORGE RD	021001001	0.528007	Single Family Home (4 bedrooms)
10	FORGE RD	013014000	0.515174	Single Family Home (4 bedrooms)
14	FORGE RD	013015000	0.586777	Single Family Home (4 bedrooms)
18	FORGE RD	013016000	0.586777	Single Family Home (4 bedrooms)
19	FORGE RD	013012000	0.495569	Single Family Home (4 bedrooms)
22	FORGE RD	013017000	0.586777	Single Family Home (4 bedrooms)
23	FORGE RD	013011000	0.642172	Single Family Home (4 bedrooms)
26	FORGE RD	013018000	0.586777	Single Family Home (4 bedrooms)
27	FORGE RD	013010000	0.667011	Single Family Home (4 bedrooms)
30	FORGE RD	013019000	0.459596	Single Family Home (4 bedrooms)
31	FORGE RD	013009000	0.638338	Single Family Home (4 bedrooms)
34	FORGE RD	013020000	0.459366	Single Family Home (4 bedrooms)
35	FORGE RD	013008000	0.609688	Single Family Home (4 bedrooms)
39	FORGE RD	013007000	0.581015	Single Family Home (4 bedrooms)
42	FORGE RD	013055000	0.459573	Single Family Home (4 bedrooms)
43	FORGE RD	013006000	0.592975	Single Family Home (4 bedrooms)

Exhibit B
Sharon Properties Connected to Foxborough Sewer
Authorized Customer List

#	Street	Parcel #	Area (Acres)	Authorized Use/Capacity
46	FORGE RD	013056000	0.459298	Single Family Home (4 bedrooms)
47	FORGE RD	013005000	0.57539	Single Family Home (4 bedrooms)
50	FORGE RD	013057000	0.459183	Single Family Home (4 bedrooms)
51	FORGE RD	013004000	0.57539	Single Family Home (4 bedrooms)
54	FORGE RD	013058000	0.459366	Single Family Home (4 bedrooms)
55	FORGE RD	013003000	0.542424	Single Family Home (4 bedrooms)
58	FORGE RD	013059000	0.466919	Single Family Home (4 bedrooms)
59	FORGE RD	013002001	0.459527	Single Family Home (4 bedrooms)
63	FORGE RD	013001003	0.560032	Single Family Home (4 bedrooms)
6	FOUNDRY RD	013021000	0.459366	Single Family Home (4 bedrooms)
7	FOUNDRY RD	013054000	0.464738	Single Family Home (4 bedrooms)
10	FOUNDRY RD	013022000	0.593526	Single Family Home (4 bedrooms)
11	FOUNDRY RD	013053000	0.45932	Single Family Home (4 bedrooms)
14	FOUNDRY RD	013023000	0.476676	Single Family Home (4 bedrooms)
19	FOUNDRY RD	013045000	0.464578	Single Family Home (4 bedrooms)
23	FOUNDRY RD	013044000	0.499587	Single Family Home (4 bedrooms)
26	FOUNDRY RD	013032000	0.459366	Single Family Home (4 bedrooms)
27	FOUNDRY RD	013043000	0.46832	Single Family Home (4 bedrooms)
28	FOUNDRY RD	013033000	0.459366	Single Family Home (4 bedrooms)
31	FOUNDRY RD	013035000	0.608058	Single Family Home (4 bedrooms)
32	FOUNDRY RD	013034000	0.459183	Single Family Home (4 bedrooms)
35	FOUNDRY RD	021034000	0.473393	Single Family Home (4 bedrooms)
36	FOUNDRY RD	021033000	0.464073	Single Family Home (4 bedrooms)
39	FOUNDRY RD	021035000	0.460101	Single Family Home (4 bedrooms)
40	FOUNDRY RD	021032000	0.459137	Single Family Home (4 bedrooms)
43	FOUNDRY RD	021036000	0.459137	Single Family Home (4 bedrooms)
44	FOUNDRY RD	021031000	0.459137	Single Family Home (4 bedrooms)
47	FOUNDRY RD	021037000	0.459137	Single Family Home (4 bedrooms)
48	FOUNDRY RD	021030000	0.459137	Single Family Home (4 bedrooms)
51	FOUNDRY RD	021038000	0.459137	Single Family Home (4 bedrooms)
52	FOUNDRY RD	021029000	0.459137	Single Family Home (4 bedrooms)
56	FOUNDRY RD	021028000	0.459137	Single Family Home (4 bedrooms)
60	FOUNDRY RD	021027000	0.460078	Single Family Home (4 bedrooms)
63	FOUNDRY RD	021041000	0.459137	Single Family Home (4 bedrooms)
67	FOUNDRY RD	021042000	0.459137	Single Family Home (4 bedrooms)
68	FOUNDRY RD	021012000	0.627273	Single Family Home (4 bedrooms)
71	FOUNDRY RD	021043000	0.459137	Single Family Home (4 bedrooms)
72	FOUNDRY RD	021011000	0.461501	Single Family Home (4 bedrooms)
75	FOUNDRY RD	021044000	0.513613	Single Family Home (4 bedrooms)
79	FOUNDRY RD	021045000	0.625666	Single Family Home (4 bedrooms)
83	FOUNDRY RD	021046000	0.758724	Single Family Home (4 bedrooms)
87	FOUNDRY RD	021047000	0.459343	Single Family Home (4 bedrooms)
27	GAVINS POND RD	037010000	0.64814	Single Family Home (4 bedrooms)
29	GAVINS POND RD	037022000	0.459252	Single Family Home (4 bedrooms)
31	GAVINS POND RD	037023000	0.459252	Single Family Home (4 bedrooms)

Exhibit B
Sharon Properties Connected to Foxborough Sewer
Authorized Customer List

#	Street	Parcel #	Area (Acres)	Authorized Use/Capacity
33	GAVINS POND RD	028019000	0.459252	Single Family Home (4 bedrooms)
35	GAVINS POND RD	028009000	0.459366	Single Family Home (4 bedrooms)
51	GAVINS POND RD	029043000	0.487879	Single Family Home (4 bedrooms)
55	GAVINS POND RD	029042000	0.470569	Single Family Home (4 bedrooms)
59	GAVINS POND RD	029023001	0.541529	Single Family Home (4 bedrooms)
65	GAVINS POND RD	029035000	0.459137	Single Family Home (4 bedrooms)
71	GAVINS POND RD	029029000	0.461433	Single Family Home (4 bedrooms)
75	GAVINS POND RD	029028000	0.462925	Single Family Home (4 bedrooms)
85	GAVINS POND RD	029015000	0.515197	Single Family Home (4 bedrooms)
89	GAVINS POND RD	029014000	0.518251	Single Family Home (4 bedrooms)
99	GAVINS POND RD	029002001	0.503444	Single Family Home (4 bedrooms)
103	GAVINS POND RD	029001001	0.561915	Single Family Home (4 bedrooms)
11	GRAPE SHOT RD	021003001	0.568182	Single Family Home (4 bedrooms)
15	GRAPE SHOT RD	021004001	0.465771	Single Family Home (4 bedrooms)
19	GRAPE SHOT RD	021005001	0.459137	Single Family Home (5 bedrooms)
23	GRAPE SHOT RD	021006001	0.459137	Single Family Home (4 bedrooms)
27	GRAPE SHOT RD	021007001	0.459137	Single Family Home (4 bedrooms)
31	GRAPE SHOT RD	021008001	0.459137	Single Family Home (4 bedrooms)
35	GRAPE SHOT RD	021009000	0.459137	Single Family Home (4 bedrooms)
39	GRAPE SHOT RD	021010000	0.459137	Single Family Home (4 bedrooms)
51	GRAPE SHOT RD	021048000	0.460331	Single Family Home (4 bedrooms)
55	GRAPE SHOT RD	021049000	0.470133	Single Family Home (4 bedrooms)
59	GRAPE SHOT RD	021050000	0.491299	Single Family Home (4 bedrooms)
70	GRAPE SHOT RD	021053000	0.481887	Single Family Home (4 bedrooms)
3	IRON HOLLOW RD	029013000	0.502847	Single Family Home (4 bedrooms)
4	IRON HOLLOW RD	029003002	0.520432	Single Family Home (4 bedrooms)
7	IRON HOLLOW RD	029012001	0.460262	Single Family Home (4 bedrooms)
8	IRON HOLLOW RD	029004001	0.466919	Single Family Home (4 bedrooms)
11	IRON HOLLOW RD	029011001	0.469192	Single Family Home (4 bedrooms)
12	IRON HOLLOW RD	029005001	0.462649	Single Family Home (4 bedrooms)
15	IRON HOLLOW RD	029010001	0.459252	Single Family Home (4 bedrooms)
16	IRON HOLLOW RD	029006001	0.459734	Single Family Home (4 bedrooms)
19	IRON HOLLOW RD	029009002	0.459366	Single Family Home (4 bedrooms)
20	IRON HOLLOW RD	029007001	0.459298	Single Family Home (4 bedrooms)
23	IRON HOLLOW RD	029008001	0.462856	Single Family Home (4 bedrooms)
24	IRON HOLLOW RD	020005001	0.45932	Single Family Home (4 bedrooms)
25	IRON HOLLOW RD	020007001	0.462856	Single Family Home (4 bedrooms)
26	IRON HOLLOW RD	020003001	0.459389	Single Family Home (5 bedrooms)
4	MATROSS LN	029030000	0.459458	Single Family Home (4 bedrooms)
7	MATROSS LN	029034000	0.461341	Single Family Home (4 bedrooms)
8	MATROSS LN	029031000	0.460331	Single Family Home (4 bedrooms)
11	MATROSS LN	029033000	0.620615	Single Family Home (4 bedrooms)
12	MATROSS LN	029032000	0.49348	Single Family Home (4 bedrooms)
7	REEVE RD	037011000	0.491047	Single Family Home (4 bedrooms)
8	REEVE RD	037021000	0.459527	Single Family Home (4 bedrooms)

Exhibit B
Sharon Properties Connected to Foxborough Sewer
Authorized Customer List

#	Street	Parcel #	Area (Acres)	Authorized Use/Capacity
11	REEVE RD	037012000	0.462672	Single Family Home (4 bedrooms)
12	REEVE RD	037020000	0.460285	Single Family Home (4 bedrooms)
15	REEVE RD	037013000	0.459252	Single Family Home (4 bedrooms)
16	REEVE RD	037019000	0.459252	Single Family Home (4 bedrooms)
19	REEVE RD	037014000	0.459252	Single Family Home (4 bedrooms)
20	REEVE RD	037018000	0.459252	Single Family Home (4 bedrooms)
23	REEVE RD	037015000	0.660514	Single Family Home (4 bedrooms)
24	REEVE RD	037017000	0.459252	Single Family Home (4 bedrooms)
27	REEVE RD	037016000	0.532645	Single Family Home (4 bedrooms)
3	TRIPHAMMER RD	013042000	0.549059	Single Family Home (4 bedrooms)
4	TRIPHAMMER RD	013036000	0.542815	Single Family Home (4 bedrooms)
7	TRIPHAMMER RD	013041000	0.915771	Single Family Home (4 bedrooms)
8	TRIPHAMMER RD	013037000	0.513981	Single Family Home (4 bedrooms)
11	TRIPHAMMER RD	013040000	0.684917	Single Family Home (4 bedrooms)
12	TRIPHAMMER RD	013038000	0.54612	Single Family Home (4 bedrooms)
15	TRIPHAMMER RD	013039000	0.482025	Single Family Home (4 bedrooms)
3	TURNING MILL RD	029027000	0.459229	Single Family Home (4 bedrooms)
4	TURNING MILL RD	029016000	0.483081	Single Family Home (4 bedrooms)
7	TURNING MILL RD	029026000	0.459366	Single Family Home (4 bedrooms)
8	TURNING MILL RD	029017000	0.459252	Single Family Home (4 bedrooms)
11	TURNING MILL RD	029025000	0.459366	Single Family Home (4 bedrooms)
12	TURNING MILL RD	029018000	0.460813	Single Family Home (4 bedrooms)
15	TURNING MILL RD	029024000	0.479775	Single Family Home (4 bedrooms)
16	TURNING MILL RD	029019000	0.460445	Single Family Home (5 bedrooms)
20	TURNING MILL RD	029020000	0.460698	Single Family Home (4 bedrooms)
24	TURNING MILL RD	029021000	0.461065	Single Family Home (4 bedrooms)
28	TURNING MILL RD	029022000	0.465794	Single Family Home (4 bedrooms)
3	WEYMAN LN	028008000	0.464945	Single Family Home (4 bedrooms)
4	WEYMAN LN	029044000	0.461478	Single Family Home (4 bedrooms)
7	WEYMAN LN	028007000	0.586295	Single Family Home (4 bedrooms)
8	WEYMAN LN	028005000	0.539417	Single Family Home (4 bedrooms)

ADDENDUM NO. 1

**TO THE
AMENDED AND RESTATED
INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
THE TOWN OF FOXBOROUGH
AND THE TOWN OF SHARON
FOR
MUNICIPAL SEWER SERVICE**

WHEREAS, Ninety-Five, LLC, a Massachusetts limited liability company, its successors and assigns (the “Developer”), proposes to construct a mixed use development on property containing approximately 59.81 acres of land located at 144 Old Post Road in Sharon, said parcel is shown as “Consolidated Parcel” on a plan recorded at the Norfolk Registry of Deeds in Plan Book 582, Plan Page 92 of 2008, to consist of retail/commercial space and residential units, all to be known as “Sharon Gallery” and (the “Commercial/Residential Development”); and

WHEREAS, Foxborough and Sharon are agreeable, in accordance with the terms of the Intermunicipal Agreement for Municipal Sewer Service and this Addendum No. 1, to permit the Developer to construct certain sewer infrastructure improvements to connect the Commercial/Residential Development to Foxborough’s municipal sewer system for the conveyance of wastewater to the Treatment Plant.

NOW THEREFORE, Foxborough shall provide municipal sewer service for the Commercial/Residential Development in accordance with the following terms.

1. Conveyance of Wastewater.

Foxborough has permitted the Developer, by a separate agreement of even date and with written approval from Sharon, to install a new sewer line to run from the Commercial/Residential Development to connect to an existing gravity sewer line of the Foxborough sewer system located at a manhole in Gavins Pond Road and Reeves Road at Station 25+25 in Sharon, thereby providing for the exclusive conveyance of up to 34,800 g.p.d. of wastewater, calculated on an average annual basis, from the Commercial/Residential Development to the Treatment Plant. The new sewer line and sewer infrastructure to be constructed and maintained by the Developer is shown on a plan attached hereto as Exhibit A (the “Sewer Line and Sewer Infrastructure”). For purposes of Article II, Section 2 (iv) of the Intermunicipal Agreement of even date herewith, Ninety-Five LLC shall be deemed to be a private owner or maintainer of the “Sewer Line and Sewer Infrastructure.”

2. Permits and Construction of the Sewer Line.

The Developer shall be responsible for obtaining all permits and approvals in both Sharon and Foxborough to complete the construction of the Sewer Line and Sewer Infrastructure. Once completed, the Sewer Line and Sewer Infrastructure and any

connections thereto shall be subject to the Foxborough Regulations and any applicable regulations as may be enacted by Sharon.

3. Maintenance, Repairs, and Replacement Obligations of the Sewer System.

- (i) The Developer is responsible for the maintenance, repair and replacement of the Sewer Line and Sewer Infrastructure located within the Commercial/Residential Development and from the Commercial/Residential Development to the manhole located at Station 25+25 in Gavins Pond Road at Reeve Road in Sharon, as shown on Exhibit A.
- (ii) The Developer, or its Sharon approved designee, shall perform all repairs, maintenance and replacements of the Sewer Line and Sewer Infrastructure in compliance with the Foxborough Regulations and the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all other government authorities, agencies or departments having jurisdiction over the Sewer Line and Sewer Infrastructure. Further, the Developer shall provide notice to Sharon DPW of the contact person engaged to perform the above, and of scheduled repairs, replacements or maintenance. In the event that said repairs are undertaken during hours that Sharon DPW is not open, such notice shall be provided to the Sharon Fire Department.
- (iii) The Developer shall be responsible for responding to emergency calls regarding sewer service within the Commercial/Residential Development and from the Commercial/Residential Development to the manhole located at Station 25+25 in Gavins Pond Road at Reeve Road in Sharon.
- (iv) The Developer shall immediately, that is within twenty-four hours or as soon as practicable, notify the Sharon DPW and the Sharon Police Department of any emergency or condition which may affect the sewer system and upon a determination that emergency repair work is required.

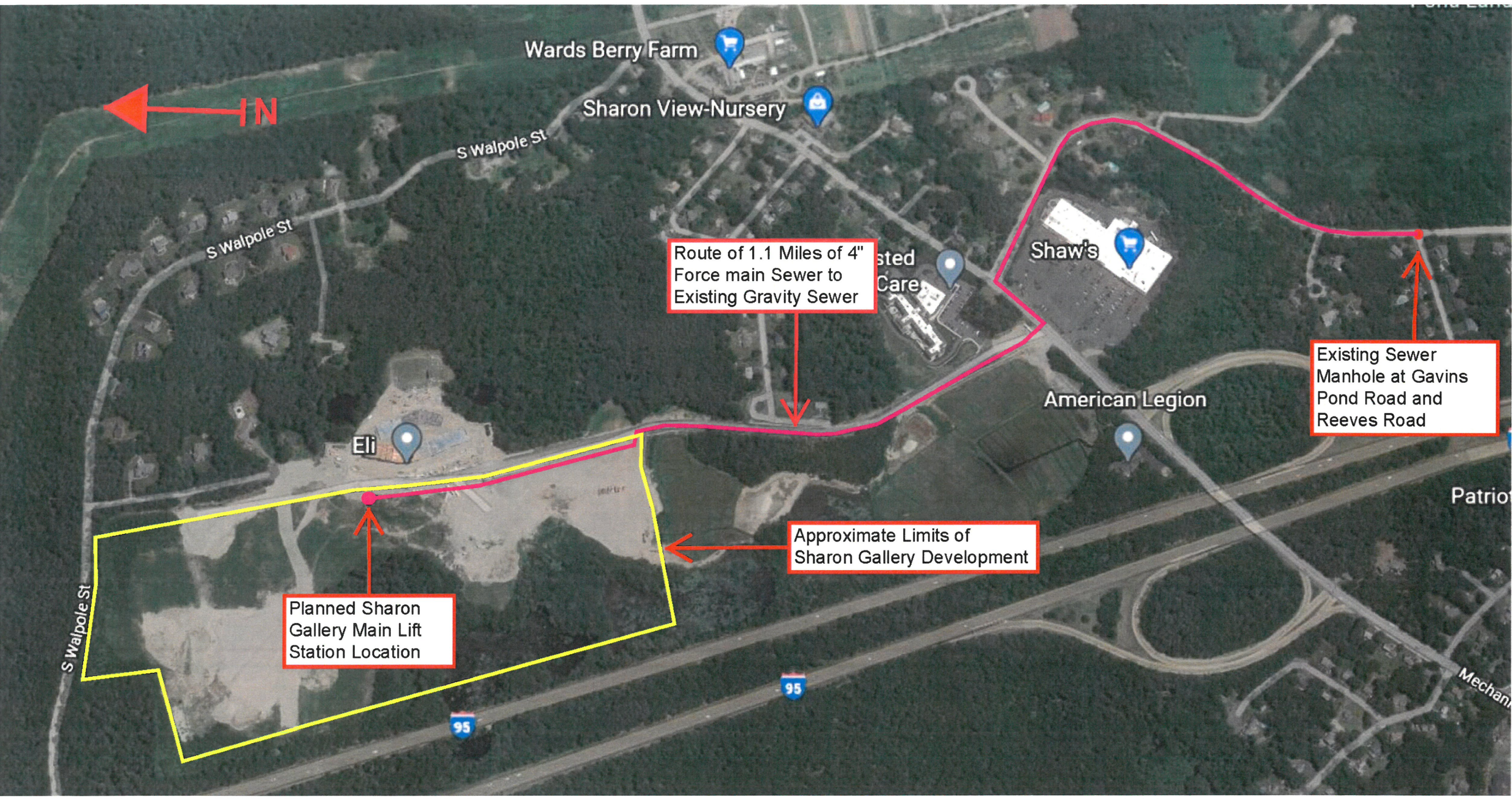
4. The Developer's Obligations.

The Developer's obligations as set forth in this Addendum No. 1 are stated in a separate agreement of even date herewith, entered into by and between the Developer and Foxborough. The Developer's obligations in this Addendum No. 1 benefit both Foxborough and Sharon and shall be enforceable by either Party separately or by both Parties, collectively.

[END OF ADDENDUM NO. 1]

Exhibit A to Addendum No. 1

Plan of New Sewer Line and Sewer Infrastructure in Sharon



Wards Berry Farm

Sharon View-Nursery

S Walpole St

S Walpole St

Route of 1.1 Miles of 4" Force main Sewer to Existing Gravity Sewer

sted Care

Shaw's

Existing Sewer Manhole at Gavins Pond Road and Reeves Road

American Legion

Eli

Approximate Limits of Sharon Gallery Development

Planned Sharon Gallery Main Lift Station Location

S Walpole St

95

95

Patrio

Mechan