



BOARD OF HEALTH
TOWN OF FOXBOROUGH
MASSACHUSETTS 02035

www.foxboroughma.gov

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COMMUNITY SEPTIC MANAGEMENT PROGRAM BETTERMENT LOANS

HOMEOWNER PACKAGE

Dear Homeowner:

This package provides information for you, the homeowner, to apply for a septic system betterment loan. This loan is provided, through the Department of Environmental Protection at a two percent (2%) interest rate for a period of 10 years. There is no credit check required, although all of your real estate taxes, water bill or any other municipal account should be paid and up to date. The loan process is reviewed and approved by the Board of Health and you will be notified within two weeks (2) of your standing.

Attached are various documents for your review. These documents are outlined as follows:

1) Application:

This application must be completed and submitted to the Board of Health that will confirm your interest in the program.

2) Homeowner Checklist for Engineering Design:

This checklist contains a series of queries to ask an engineer, septic system inspector or a soil evaluator. These disciplines are necessary to initially inspect (System Inspector), perform a soil evaluation and percolation test (Soil Evaluator) and design a septic system (Civil or Sanitary Engineer). All must be certified and licensed by the Commonwealth of Massachusetts. Ask to see their license or certification.

3.) Homeowner Checklist for a General Contractor/Septic Installer:

This checklist allows you to question a general contractor whom may be bidding on the Board of Health approved septic system design plans.

4) Betterment Agreement:

The betterment agreement is the signed agreement between you, the homeowner and our community. This agreement may be reviewed by your lawyer when provided to you by our Board of Health. The agreement allows our community to provide you money to pay for the work that is agreed upon.

HOMEOWNER PACKAGE Continued

5) W9 Forms:

A W9 Form must be submitted from Engineers, Installers and General Contractors in order to process their checks.

6) Filing Fee:

A fee in the amount of **\$76.00, made payable to the Norfolk County Registry of Deeds**, must be collected at the time of the Betterment Agreement.

7) Dissolvement of Betterment Filing Fee:

When the loan is paid in full a fee of **approximately \$76.00, made payable to the Norfolk County Registry of Deeds, will be collected.**

HIGHLIGHTS OF THE COMMUNITY SEPTIC MANAGEMENT PROGRAM

- Funding for the Community Septic Management Program is provided by the Commonwealth to the Community through a “State Revolving Fund” (SRF) loan.
- The SRF loan is offered at an effective 0% interest rate (the technical term is “50% Grant Equivalency”) by the Commonwealth to the Community. FOXBOROUGH will reloan these funds at the rate of 2% interest to homeowners.
- The Town Meeting Vote authorizes Communities to borrow the SRF loan funds from the Massachusetts Water Pollution Abatement Trust.
- If less than the authorized SRF is borrowed (drawn down), the Community only repays the amount it has borrowed from the Commonwealth.
- The 2% interest charged on the betterment loans to homeowners provides “positive” cash flow and additional security to the Community.
- There should be NO additional taxes if the town participates in this program – the primary repayment obligation is undertaken by the homeowners receiving betterment loans.
- If a participating homeowner defaults on his/her payment, the Community has a municipal lien on the property. Any homeowner defaults will be charged an accrued interest rate of 14% rising to 16% if a “taking” is required (state law for “delinquent” municipal charges).
- The Community’s repayment to the Commonwealth begins in the second year after the program commences – a year or more after the homeowners begin making payments to the Community. This enables the Community to accumulate at least one year of payments, including 2% interest, to cover unexpected defaults.
- The participation of homeowners in areas identified as environmentally sensitive (to failed systems) is not mandatory. However, if the homeowner’s septic system constitutes an imminent health hazard according to the local Board of Health, the homeowner can be given priority for assistance. Homeowner participation is encouraged because correctly operating septic systems are beneficial to the environment and the low interest rate offered by the Program helps homeowners comply with Title 5.
- The Community has an option to set aside up to 2.5% of the loan funds to obtain consulting services to administer the Program. There is also a \$20,000 grant available for first-time Communities entering the Program to provide additional funds to assist with administrative costs.
- The betterment payments will be spread over a period of 10 years and is assumable by the buyer of a property.
- The Community can require repayment of betterment loans by the homeowner sooner than the SRF payments are required by the Commonwealth (for example: betterment loans are made to homeowners over 10 years; the Community takes its SRF loan for 20 years). This provides extra protection to the town.
- The Community does not have to adopt any special provision at the Town Meeting to accept the ‘Betterment Law’ Chapter 111, Section 127B ½ is a ‘General Law’ and is always available.

1.) SEPTIC MANAGEMENT PROGRAM
APPLICATION FORM
 COMMUNITY OF FOXBOROUGH

Homeowner Information

Name: _____

Address: _____

Phone: (W) _____

Phone: (H) _____

General Information

| | YES. | NO |
|--|----------|----|
| 1. Has your septic system been failed by a certified inspector? | | |
| 1a. Does your system need to be pumped more than four (4) times per year? | | |
| 2. Have you had a soil evaluation test and/or engineering plans for your system completed (or in process)? | | |
| 3. Have you received estimates for engineering work? | | |
| Have you received general contractor (installation) work? | | |
| 4. Can your property lot lines be determined, so that the proposed septic system and soil adsorption system be located without infringing on your neighbor's property? | | |
| 5. Are you in an environmentally sensitive area? (Check plan) | | |
| Name of area: _____ No. _____ | | |
| 6. Can you be connected to our community's existing sewerage collection system? | | |
| 7. If known, please provide information of the type and costs of the repairs: | | |
| Needs: | | |
| a. New soil absorption system (SAS) | | |
| b. Entire new system | | |
| c. Repairs done to parts of system | | |
| d. Want connection to our community's existing sewer system | | |
| 1. Engineering soil evaluation and design | \$ _____ | |
| 2. Estimated costs of repair, replacement, or connection | \$ _____ | |
| 3. Contingency amount (20%) | \$ _____ | |
| Total Loan Estimate | \$ _____ | |

I, we will agree to sign a betterment/loan agreement with the Town of FOXBOROUGH, to pay for the required costs associated with the septic system repair, and am aware that these costs will be treated as a municipal lien on my property tax bill.

This loan is contingent on the Town determining that my property lies within an environmentally sensitive area that is deemed to be fundable by the town for that fiscal year.

Signature: _____ Date: _____
 (Property Owner)

Board of Health Use Only:

Project Number _____

Environmental Area Number _____ Env. Area Priority No. _____

Date Accepted _____ Priority List No. _____

2.) LOCAL SEPTIC MANAGEMENT PROGRAM

HOMEOWNER CHECKLIST

ENGINEERING SERVICES

Design Questions to Ask an Engineer Prior to Completing a Contract

This checklist will assist you, the homeowner, in asking an engineer, who is proposing to evaluate and design a septic system improvement for you, appropriate questions that should assist you in determining their suitability to perform the work.

A. General Questions

1. Have you performed septic system design work (under the new Title 5 regulations issued by the Commonwealth in 1996) that has been approved by our communities Board of Health or other regulating Department?
2. When was the last year and how many septic systems have you submitted and received approval for by our Board of Health?
3. Do you have a current professional registration (civil or environmental) engineering registration provided by the Commonwealth of Massachusetts Engineering Board of Registration? Can you provide a copy for our records?
4. Will you provide up to three most recent references for your work, from local communities homeowners?
5. Are you insured and do you carry professional liability insurance as required by the Commonwealth of Massachusetts and professional standards, as provided by the American Association of Professional Engineers?

SYSTEM INSPECTOR

B. Initial Location and Inspection of the Septic System

There are numerous septic system inspectors, licensed by the DEP - Commonwealth of Massachusetts. These inspectors are not necessarily engineers, and may be a cost effective alternative to hiring an engineering firm to perform the inspection.

1. We had (or haven't had) our septic system located and inspected. The inspector deemed that the system has failed and under Title 5 criteria, must be replaced. Will you review this inspection and ensure us that the Commonwealth's Title 5 regulations do indeed, require replacement of the entire system or a part of the system?
2. Our septic system has not been inspected, but we are having problems. Will you locate and sketch out the location and present system design and perform an inspection and provide options for us to consider, as outlined under the Title 5 regulations?
3. Will you or a subcontractor perform the inspection?

ENGINEERING DESIGN OF SEPTIC SYSTEM

C. Design Questions

There are two components of septic system design. The first consists of noting where your property lines may be so that test holes can be dug. These holes will locate your soil adsorption system, which handles the fluid part of septic wastes. The first part also includes actually digging the test holes with a backhoe, performing a soil examination and 'perc' test and then submitting the results to you, the homeowner, and the Board of Health.

This part of design does not have to be performed by a professional engineer, but can be done by a certified soil evaluator (certified by the Commonwealth of Massachusetts). The results of the soil examination are submitted to the Board of Health and You, the homeowner. The homeowner can then submit the results to a chosen registered professional engineering firm for design purposes.

These questions can be asked to either the professional design engineer or a chosen certified soil evaluator.

1. Will you charge us for determining where our property lines are located, or use general field work as determined from meeting with us today, as part of your design estimate?

2. If you cannot determine from our provided plans, or locations of known property bounds, drill holes, stakes or other property line markings, what will be your limits to determine property lines for location of the septic system components and soil adsorption system?
3. How will the soil examination (percolation test) be performed, by you or a subcontractor? Will you be present to show the subcontractor where to dig the holes for location of the soil adsorption system? Do the subcontractor and the heavy machine operator work directly for you, and do they carry the necessary liability insurance?
4. Will they be responsible for calling Dig Safe, if required?
5. Will the dug holes and tractor (tire) damages be filled in, graded and seeded or left in the general construction state of disrepair?
6. When the soil examination is completed, will you submit a copy to the Board of Health, our chosen design engineer and us?
7. How will billing be performed? We may request that billing be performed in the following manner:

NUMBER / DESCRIPTON

PERCENT OF COST

1. Provide a written estimate for all phases of the proposed work:

Inspection of System

- | | |
|--|-----|
| a. Initial Inspection, location of system and written evaluation | |
| 1. Inspection and location | 25% |
| 2. Written and signed evaluation | 75% |

Soil Evaluation and Percolation Testing

- | | |
|---|-----|
| 2. | |
| a. Location of Lot Lines with side line stakes | |
| b. Onsite backhoe for soil test with successful percolation test and soil examination | |
| c. Written report and confirmation of submittal to Local BOH of certified test | 75% |
| d. Completion of backyard grading and cleanup | 25% |

3. Engineering Design

- | | |
|---|-----|
| a. Site visit and write up of estimate | |
| b. Survey work for plan of work | |
| c. Review of soil evaluation test and opinion to us of the type of systems that could be installed, along with price estimates for each one. | |
| d. Draft plans for review and approval of approved septic system. (We will provide permit fee for submittal to our Board of Health at that time) | |
| e. Final plans submitted to Board of Health and a bill from you. | 60% |
| f. Board of Health approves the plan and we receive four copies for our use. Written specifications will be included with plans | 40% |

4. Engineering Oversight of Construction

- | | |
|--|--|
| a. Hourly charge for inspection of contractor's work. | |
| b. Estimate of total time estimated for inspection and maximum costs | |
| c. Time to provide written change orders on site, to be included with hourly charge. | |
| d. Billing to be done per inspection, with 10 days to pay. | |

3.) LOCAL SEPTIC MANAGEMENT PROGRAM

HOMEOWNER CHECKLIST

Questions to ask a **General Contractor/Septic Installer** Prior to Agreeing to a Contract.

This checklist will assist you, the homeowner, in asking a general contractor questions, prior to signing a written agreement, for the improvement or installation of a septic system or a sewage connection.

A. General Questions

1. How many installations have you performed, under the old Title 5 regulations and under the new Title 5 regulations, and, how long have you been in business?
2. How many have been done in our Town/City over the past two (2) years?
3. Would you say the Board of Health and its agent has been satisfied with your work 100% of the time?
4. Are there any septic systems that you have worked on, or are presently working on, that have not been completed? If so, why not?
5. How long will it be before you provide a written estimate, if we provide a set of plans and written specifications right now?
6. If your written estimate is submitted, based on our provided plans and written specifications, how long will it be before you show up on the job?
7. Will you break down the pay estimate in phases as outlined below:

| Item | Description | % of Total |
|------|--|------------|
| a. | Submit a written estimate and if accepted, a contract. | |
| b. | Drop off materials and bring a machine to start digging | |
| c. | Complete Installation of any required septic system components | |
| d. | Complete the soil adsorption system | |
| e. | Obtain a successful inspection from the Board of Health | 80% |
| f. | Cover over the system to grade | |
| g. | Seed and loam as required | 20% |

8. Will you provide us three references of homeowners of your last three jobs?
9. Do you carry insurance? If so, does it consist of:
 - a. Property Liability
 - b. Vehicle Liability
 - c. Workers Comp (unless self employed)
10. How long will our toilets, dishwasher, sinks, etc. be off line (can't be used)?
11. How long will this job take from start until completion?



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FILING FEE: \$76

BETTERMENT AGREEMENT

This Agreement is entered into by and between The Town of Foxborough, by its Board of Health and Treasurer, and _____ this day of _____.

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered _____, Massachusetts, (Assessors' Map _____, Lot _____, Block _____) and described in a deed dated _____ and recorded with the Registry of Deeds in Book _____, Page _____, [filed as Document No. _____ with the Registry District of the Land Court) _____ and _____.

WHEREAS, the Owner has petitioned the Town of Foxborough to make findings pursuant to M.G.L.c. 111; and

WHEREAS, the Board of Health has made findings, pursuant to M.G.L.c. 111, that the on-site subsurface sewage disposal system serving the Property (the Failed System), exhibits one or more of the failure criteria set forth in Title 5 of the State Environmental Code, 310 CMR 15.000 (Title 5), such findings being made by the Board of Health prior to, or during the course of proceedings conducted pursuant to M.G.L. c. 111, §127B; and

WHEREAS, the Board of Health has adopted an Order requiring the Owner to repair, replace or upgrade the failed system to comply with the requirements of said Title 5; and

WHEREAS, the Owner has, pursuant to M.G.L. c. 111, §127B1/2, applied to the Town of Foxborough for financial assistance to repair, replace and/or upgrade the failed system; and

WHEREAS, the Town of Foxborough intends to provide financial assistance to the owner in the form of a Betterment Agreement made pursuant to said M.G.L. c. 111, §127B 1/2; and

WHEREAS, the parties intend by this Betterment Agreement to cause the repair, replacement and/or upgrade the failed system to comply with Title 5 and other applicable public health and environmental laws and to complete other work directly or indirectly related thereto (the "project" as described in Paragraph 4 hereof); and

WHEREAS, the parties intend to have the project performed by one or more persons under contract to complete the project (the "contractor(s)"); and

WHEREAS, the public purpose of the project is to protect the public health, safety, welfare and the environment by the repair, replacement and/or upgrade of the failed system.

NOW THEREFORE, the parties, for and in consideration of mutual covenants and other good and valuable consideration, do hereby agree to the terms of this Agreement, as set forth below.

1. The Agreement

The Town of Foxborough hereby agrees to provide financial assistance in an amount up to \$_____ to be advanced from time to time by the Town of Foxborough to the owner pursuant to the terms of this Agreement. The owner promises to repay, with interest as set forth herein, all sums

provided to owner by the Town of Foxborough. Following notice to the owner by the Town of Foxborough collector of taxes of the amount of the betterment assessment, an amortization schedule shall be developed and incorporated as an attachment to this Agreement¹.

Interest on the amounts advanced by the Town of Foxborough to owner shall be computed annually at the rate of two percent (2%) per annum on the outstanding principal balance, accruing from the 30th day after the Town of Foxborough Assessor commits the betterment assessment to the Town of Foxborough collector of taxes. The amount to be repaid shall be included on and paid with the (quarterly, semi-annual, annual) municipal tax bill. Interest amounts due prior to the inclusion of amounts due hereunder on the tax bill shall be paid pursuant to an interim bill.

In cases where the final amount of the betterment has been definitively established at the signing of the Betterment Agreement, the amortization schedule should be developed and incorporated into the Betterment Agreement at the outset.

All outstanding amounts due to the Town of Foxborough by owner if not prior paid, shall be due and payable on _____ [fill in date of term].

Prepayment in full or in part of all amounts advanced hereunder may be made by the owner without penalty.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may only be amended or modified by a written modification.

2. Installment Payments.

The Town of Foxborough shall make advances of funds to owner and contractor, pursuant to the terms of this Agreement, from time to time to pay for the project. Such advances shall be made solely for the purposes set forth in this Agreement.

The obligation of the Town of Foxborough to advance all or any part of the financial assistance for repair, replacement and/or upgrade of the failed system is subject to the following:

(A) Inspection of the failed system by a representative of Board of Health or by a DEP Certified Septic System Inspector, as deemed necessary by the Board of Health;

(B) Submission by owner or contractor on behalf of the owner of plans approved by the Board of Health for the project. In the event owner seeks an installment payment to pay for field work and preparation of plans for the project, owner shall

- (i) solicit a bid or bids for the necessary field work and plan preparation from registered professional engineers or registered sanitarians,
- (ii) shall submit documentation of these bids to the Town of Foxborough and (iii) specify owner's choice of an engineer or sanitarian. The Board of Health may approve an installment payment not to exceed the amount of the selected bid. An installment payment for field work and plan preparation shall be made by check payable jointly to owner and the engineer or sanitarian and shall be payable upon presentation and approval of the selected bid;

- (C) Submission to Board of Health by owner of the bid or bids for the project in accordance with the plans from licensed (including, but not limited to, a Disposal System Installer's Permit), insured, septic system contractors, which bids shall contain detailed breakdowns of the cost of the project by tasks;
- (D) Confirmation by Board of Health that the contractor for the construction of the Project (the "Contractor") selected by owner has a valid Disposal System Installer's Permit in effect for the time period covering the system upgrade financed under this Betterment Agreement;
- (E) Review by Board of Health of a Project Budget based on the bid submitted by the contractor;
- (F) Execution of a construction contract between the owner and the contractor pursuant to the plans and specifications which have been previously approved by the Board of Health;
- (G) Issuance by the Board of Health of a Disposal System Construction Permit with respect to the project.

3. Conditions for Payment

Installment payments of the financial assistance are to be made by the Town of Foxborough under the following conditions:

- (A) An installment payment for field work and preparation of plans shall be made to the owner and engineer or sanitarian in accordance with Subsection (B) of Section 2.
- (B) A reasonable time before the date on which any other installment payment is requested to be made, the contractor shall give notice to owner and Town of Foxborough specifying the total installment payment requested. Such notice shall consist of a detailed request describing the value of the completed items of work. The amount of the request shall equal the amount of the requested installment. The request shall be accompanied by a sworn certificate of the contractor that all suppliers, subcontractors and employees have been paid for prior work on the project. The Town of Foxborough may request the owner to provide further documentation in support of a request for an installment payment. Upon approval of any requested installment payment, the Town of Foxborough shall issue a check payable jointly to owner and contractor, which check shall be forwarded by Town of Foxborough to owner.
- (C) Town of Foxborough may require as a condition of any installment payment that owner submit satisfactory evidence that there are sufficient remaining funds to pay for completion of the project in accordance with the approved plans.
- (D) Prior to making an installment payment, the Board of Health may cause the project to be inspected to verify that the work items described in the request have been actually completed. In any case, the contractor shall provide verification that the work referred to in the installment request has been completed in accordance with the approved plans.
- (E) Prior to paying the final installment, **the contractor shall provide verification that all work has been completed in accordance with the approved plans, a sworn certificate that all suppliers, subcontractors and employees have been paid for work on or materials supplied for the project and the Board of Health shall have issued a Certificate of Compliance for the project.**

4. Scope of Work for Project

The owner and the contractor, pursuant to the Disposal System Construction Permit issued by the Board of Health, shall determine the Scope of the Work necessary to bring the failed system into compliance with Title 5. Such Scope of Work may include, but not be limited to:

- (a) performing soil and percolation tests and other necessary site analyses;
- (b) specification of the failed system components to be repaired, replaced and/or upgraded;
- (c) design of the system or components thereof to be repaired, replaced and/or upgraded;
- (d) obtaining all applicable federal, state and local permits and approvals required to complete the work;
- (e) seeking bids and awarding contracts for assessment, design, consulting and construction work and materials in accordance with applicable laws, regulations and requirements;
- (f) minimizing any disruption of utility service, and reasonably restoring the property to as near its original condition as practicable; and
- (g) engaging such other services and procuring such other materials as shall be reasonably necessary to complete the project in a good and workmanlike manner.

All such work shall be performed pursuant to written contracts and agreements, copies of which shall be incorporated by reference into this Agreement.

5. Town of Foxborough Right to Inspect

The owner agrees to allow the Town of Foxborough, including its Board of Health, Health Agent and other officials, employees and agents to enter onto the property, as is reasonably necessary and upon reasonable notice, to test, examine and inspect the project to verify the completion and adequacy of the work.

6. Covenant Not To Sue

The owner covenants and agrees not to sue the Town of Foxborough for any claims of damage to or loss of property of the owner or others, or for breach of warranty regarding the performance or condition of the project, or for injury, illness or death arising out of the performance of any contractors or agents engaged to perform the Work. This Covenant Not To Sue provision shall have no application to causes of action which may have arisen prior to the execution of this Agreement, or to causes of action that are unrelated to this Agreement, or to causes of action against any person or entity other than the Town of Foxborough.

7. Owner's Representations And Warranties To The Town of Foxborough

The owner represents and warrants to the Town of Foxborough that:

- (A) Financial Information: The borrower's Affidavit furnished to Town of Foxborough by the owner is accurate and complete;

(B) Title: The owner has good record title to the property, subject only to the

Encumbrances of Record;

(C) Permits and Compliance with Law: The owner has obtained or will obtain all necessary governmental permits for the project. The On-Site Sewage Disposal System for the dwelling on the property, after completion of the project, will comply with all applicable laws, regulations, codes and ordinances, including but not limited to Title 5; and

(D) Insurance: The owner and contractor have procured or will procure insurance in such forms and in such amounts as shall be satisfactory to the Town of Foxborough. Certificates of Insurance shall be attached as Exhibits to this Agreement.

Each of the foregoing representations and warranties in this section shall remain in force until the financial assistance is repaid in full. The owner shall indemnify and hold harmless the Town of Foxborough from and against loss, expense, or liability (including costs of defending any claim), directly or indirectly from the falsity, inaccuracy, or breach of any of the above representations and warranties.

8. Owner's Obligations.

During the term of this Betterment Agreement, the owner agrees that the owner shall comply with all of the terms and conditions of this and any related agreement and that the owner shall:

(A) Completion of Project. Cause the project to be promptly completed in a manner in accordance with the approved plans and with the Project Budget and in compliance with all applicable laws, regulations, codes and ordinances and notify Town of Foxborough when the project is complete.

(B) Records and Cooperation with the Town of Foxborough. Keep complete records relating to the project, which records shall be available for inspection and copying by the Town of Foxborough, and cooperate fully with any audit of the project if so requested by the Town of Foxborough.

(C) Performance of Other Obligations. Perform all the owner's obligations and agreements under any present or future mortgage or other Covenant or Agreement which encumbers the property.

(D) Use of Financial Assistance. The financial assistance is provided for the public purpose of protecting the public health, safety, welfare and the environment. The owner shall use the proceeds of the financial assistance solely for costs included in the project budget and ensure that the proceeds are not used for any other purpose.

9. Events Of Default

The owner shall be in default under this Agreement upon the occurrence of any one or more of the following events:

(A) Sale, Transfer or Assignment Without Approval. The owner assigns or transfers any money advanced or to be advanced hereunder to any person or entity not approved by the Town of Foxborough.

(B) Cessation of Construction. The owner or contractor ceases construction of the project for more than 30 consecutive calendar days. The Board of Health may waive this event of default upon application of the owner and a demonstration that such cessation occurred because of an Act of God, governmental order or restriction, fire or other casualty, or other causes beyond owner's reasonable control.

(C) False Representations or Warranties. Any representation or warranty made herein shall prove to be false or inaccurate in any material respect.

(D) Breach of an Obligation. The owner defaults in the performance of any of owner's obligations contained herein.

10. Town of Foxborough Rights On Default

Upon owner's default, the Town of Foxborough shall have no further obligation to make any further installment payments and all amounts advanced by Town of Foxborough to owner shall become immediately due and payable.

11. Notice of Betterment Agreement

Upon execution of this Agreement by the owner and the Town of Foxborough a Notice of this Agreement shall be recorded as a betterment and shall be subject to the provisions of M.G.L.c. 80 relative to apportionment, division, reassessment and collection of assessment, abatement and collection of assets, provided however, that the lien which shall arise pursuant to M.G.L. c. 111, §127B 1/2 shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment. The Betterment Lien, if any, shall be deemed to secure all amounts advanced hereunder, together with interest thereon, and shall include costs of collection and reasonable attorneys fees.

12. Improvements to the Property

Any alterations or improvements to the property resulting from the project are the property of the owner, and the Town of Foxborough shall bear no responsibility for the condition of the improvement or its maintenance.

13. Cancellation of the Agreement by the Owner

The owner may by written notice to the Board of Health and the Treasurer of the Town of Foxborough cancel owner's further obligations for repayment under this Agreement at any time prior to the end of ten (10) calendar days following notice in writing to the Town of Foxborough of the owner's proposed successful construction bid, based on the owner's evaluation of the proposed scope and cost estimate of

the system upgrade derived from the field work, project design and the successful construction bid. However, in the event of such cancellation, the owner shall remain liable for repayment of all sums advanced by the Town of Foxborough to owner pursuant to this Agreement. All sums advanced by the Town of Foxborough to owner shall be repaid with interest and within the term set forth in Paragraph 1 hereof. Upon application of the owner, the Board of Health may revoke the Order for Improvements, provided however, that owner shall remain liable to comply with the provisions of Title 5.

14. Personal Obligation of the Owner

In addition to those remedies available to the Town of Foxborough regarding the assessment and collection of betterments, the owner shall be personally liable for the repayment of the amounts advanced, plus interest thereon and the total direct and indirect costs incurred by the City Town of Foxborough in the contemplation and the performance of this Agreement or the project. After written request of owner, in connection with the purchase or transfer of the owner's entire interest in the property, the Town of Foxborough shall permit the assumption of the personal liability hereunder by said purchaser or transferee and shall release the personal liability of the owner. The assumption and release of liability hereunder shall be in writing and shall be executed prior to the purchase or transfer by the owner, the purchaser or transferee and the Treasurer of said Town of Foxborough.

15. Notice

Any notice required to be given under this Agreement shall be made in writing and shall be delivered by either in-hand delivery or by prepaid, first class mail.

If notice is made to the Town of Foxborough, it shall be made to:

Notice shall be deemed given on the day it is hand delivered or three (3) days after the date of posting of first class mail.

16. Funding for the Agreement

The obligations of the Town of Foxborough are expressly contingent upon funding. In the event that funding for the City/Town's obligation is unavailable, upon notice to the owner, the City/Town may cancel this Agreement and all obligations of the Town of Foxborough shall be null and void.

17. Enforcement of Laws

Nothing in this Agreement shall be deemed to stop or effect a waiver, or otherwise act as a bar or defense, to any legal proceeding by the Town of Foxborough relating to the system or the property.

18. Severability

In the event that one or more provisions of this Agreement is deemed unenforceable by a court of competent jurisdiction, the Agreement, except as deemed unenforceable, shall remain in full force and effect.

19. Governing Law

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this day of _____, 2010.

Signature

Commonwealth of Massachusetts
County of Norfolk

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), who is personally known to me or proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires _____

Town of Foxborough: Owner: _____

Address: _____

By it's Board of Health: _____

As to interest rate: Approved as to form:

Town of Foxborough

By it's Treasurer: _____

City Solicitor/Town Counsel

Exhibits

1. Designer Contract
2. System Plans and Design
3. Construction Contract(s)
4. Project Budget
5. Certificate(s) of Insurance
6. Disposal System Construction Permit
7. **Filing Fee \$76 must accompany this Agreement and be made payable to the Norfolk County Registry of Deeds.**
8. Dissolvement of Betterment Filing Fee \$76

Civil Engineering Firms

Bay Colony Group, Inc.
William Buckley, Jr.
4 School Street
Foxborough, MA 02035
508-543-3939

BDO Engineering
David Oberlander
47A Wilson Place
Mansfield, MA 02048
508-339-0806

Borderland Engineering, Inc.
Gregory Bunavicz
61 Pleasant Street, Suite B
Randolph, MA 02368
781-963-9500

or
5 Pear Tree Lane
W. Bridgewater, MA 02379
508-510-6938

DMG Associates
William Gottwald
40 Thomas Road
Berkley, MA 02779
508-951-1169

Dunn-McKenzie, Inc.
206 Dedham Street
Norfolk, MA 02056
508-384-3990

Foresight Engineering Inc.
Darren Michaels
88 West Grove Street, Ste. 2
Middleborough, MA 02346
508-245-2148

Gallagher Engineering
Frank Gallagher
4 Windsor Drive
Foxborough, MA 02035
508-543-9894

GLM Engineering
Rob Truax
19 Exchange Street
Holliston, MA 01746
508-429-1100

Glossa Engineering Inc.
John Glossa
46 East Street
Walpole, MA 02081
508-668-4401

Hutchins-Trowbridge Assoc.
Michael Trowbridge
200 Chauncy Street
Mansfield, MA 02048
508-339-2713

Landmark Engineering
Paul Cutler
224 Dedham Street
Norfolk, MA 02056
508-384-3064

Norfolk Engineering
P.O. Box 657
Walpole, MA 02081
508-660-1300

Outback Engineering Inc.
165 East Grove Street
Middleborough, MA 02346
508-946-9231

RIM Engineering
Ralph Maloon
150 No. Main Street
Mansfield, MA 02048
508-339-3731

Thompson Farland HBW
4 Court Street, Ste. 107
Taunton, MA 02780
508-822-9870

or
30 N. Water Street
New Bedford, MA 02740
508-717-3479

Tony Esposito
31 Hopkins Road
Plymouth, MA 02360
508-369-4783

Engineers are licensed by the State.

Board of Health Town of Foxboro

SQL Statement: ([Type of Permit] = SEPTIC INSTALLER) and (Permit Status = OPEN) AND Expires between 01/01/2012 And 12/31/2012

Printed On: Mon Apr 30, 2012

Date Range: Expires between 01/01/2012 And 12/31/2012

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|--|---------------------------------|------------|------------|----------|--|----------|
| A. Ferrara Construction Corp. | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0015 | 01/01/2012 | 12/31/2012 | | 754 Foundry Street SOUTH EASTON, MA 02375 (508) 230-2782 | \$100.00 |
| dba Name (A. Ferrara Construction Corp.) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Seating Capacity: | | | | | | |

AGA Inc.

Contact Title Phone Fax
 Aldo Ruscito Comment
 (781) 575-9005

| | | | | | | |
|---------------------------------------|---------------|------------|------------|--|---|----------|
| SEPTIC INSTALLER | BHP-2012-0226 | 01/01/2012 | 12/31/2012 | | 21 Mazzeo Drive, Unit 101 P.O. Box 287 RANDOLPH, MA 02368 (781) 767-3001 | \$100.00 |
| dba Name (AGA Inc.) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Seating Capacity: | | | | | | |

ATW Incorporated

SEPTIC INSTALLER BHP-2012-0351 01/01/2012 12/31/2012
 335 Mountain Street
 Sharon, MA 02067
 (781) 784-2266

| | | | | | | |
|---|--|--|--|--|--|----------|
| dba Name (ATW Incorporated) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Seating Capacity: | | | | | | |

B.I.G. Septic Service

Contact Title Phone Fax
 Al Quaglieri Comment
 (508) 660-1300

| | | | | | | |
|--|---------------|------------|------------|--|---|----------|
| SEPTIC INSTALLER | BHP-2012-0165 | 01/01/2012 | 12/31/2012 | | 40 Production Road Walpole, MA 02081 (508) 660-1300 | \$100.00 |
| dba Name (B.I.G. Septic Service) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Seating Capacity: | | | | | | |

Brunelle Contracting Co.

GeoTMS® 2012 Des Lauriers Municipal Solutions, Inc.

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|---|---------------------------------|------------|------------|--|--|----------|
| Contact | Title | Phone | Fax | Comment | | |
| BRUNELLE | BHP-2012-0378 | 02/02/2012 | 12/31/2012 | Infiltrator/Presby/Cultec Certified | 50 Maple Street Mansfield, MA 02048 (508) 339-1905 | \$100.00 |
| <p>SEPTIC INSTALLER</p> <p>dba Name (Brunelle Contracting Co.) NUMBER OF PERMITS 1</p> <p>TOTAL FEES: \$100.00</p> <p>Seating Capacity:</p> | | | | | | |
| <p>Clancy Contracting, Inc.</p> <p>Business District:</p> | | | | | | |
| Contact | Title | Phone | Fax | Comment | | |
| Clancy Contracting, Inc. | | | | Cultec/Bio-Diffuser/Presby | | |
| SEPTIC INSTALLER | BHP-2012-0581 | 04/02/2012 | 12/31/2012 | | 10 Clayton Road Middleboro, MA | \$100.00 |
| <p>dba Name (Clancy Contracting, Inc.) NUMBER OF PERMITS 1</p> <p>TOTAL FEES: \$100.00</p> <p>Seating Capacity:</p> | | | | | | |
| <p>Dezotell Excavating Co.</p> <p>Business District:</p> | | | | | | |
| Contact | Title | Phone | Fax | Comment | | |
| | BHP-2012-0201 | 01/01/2012 | 12/31/2012 | | 526 Old Post Road NORTH ATTLEBORO, MA 02760 (508) 695-0975 | \$100.00 |
| <p>dba Name (Dezotell Excavating Co.) NUMBER OF PERMITS 1</p> <p>TOTAL FEES: \$100.00</p> <p>Seating Capacity:</p> | | | | | | |
| <p>Dick Morse Excavating</p> <p>Business District:</p> | | | | | | |
| Contact | Title | Phone | Fax | Comment | | |
| Dick Morse | BHP-2012-0131 | 01/01/2012 | 12/31/2012 | Presby/Eljen/Oakson/Infiltrator/Cultec | 351 Mountain Street, SHARON, MA 02067 (781) 784-3136 | \$100.00 |
| <p>dba Name (Dick Morse Excavating) NUMBER OF PERMITS 1</p> <p>TOTAL FEES: \$100.00</p> <p>Seating Capacity:</p> | | | | | | |
| <p>Donald R. Treannie, Jr./Foxboro Construction Co., Inc.</p> <p>Business District:</p> | | | | | | |
| Contact | Title | Phone | Fax | Comment | | |
| | BHP-2012-0384 | 02/06/2012 | 12/31/2012 | | 7 Judge Brown Lane Foxborough, MA 02035 | \$100.00 |
| <p>dba Name (Donald R. Treannie, Jr./Foxboro Construction Co., Inc.) NUMBER OF PERMITS 1</p> <p>TOTAL FEES: \$100.00</p> <p>Seating Capacity:</p> | | | | | | |
| <p>Douglas A. King Builders, Inc.</p> <p>Business District:</p> | | | | | | |

Commercial Summary Report - Sorted by DBA

| Doing Business As | Permit No. | Issued On | Expires | Location | Mailing Address | Fee |
|-------------------|---------------|------------|------------|----------|---|----------------------|
| SEPTIC INSTALLER | BHP-2012-0464 | 02/28/2012 | 12/31/2012 | | 115 Main Street /Suite1D NORTHEASTON, MA 02356 (508) 238-2038 | \$100.00 |
| | | | | | dba Name (Douglas A. King Builders, Inc.) | 1 |
| | | | | | | TOTAL FEES: \$100.00 |

Down to Earth Construction

| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
|------------------|---------------|------------|------------|--|-------------------|----------------------|
| John Orlando | | | | CULTEC, PRESBY AND INFILTRATOR CE | | |
| SEPTIC INSTALLER | BHP-2012-0399 | 02/14/2012 | 12/31/2012 | 156 W. Main Street NORTON, MA 02766 (508) 272-1872 | | \$100.00 |
| | | | | | | 1 |
| | | | | | | TOTAL FEES: \$100.00 |

Earthwork Industries, Inc.

| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
|------------------|---------------|------------|------------|---|-------------------|----------------------|
| Derek Franklin | | | | Eljen/Presby | | |
| SEPTIC INSTALLER | BHP-2012-0467 | 03/02/2012 | 12/31/2012 | Derek Franklin 6 High Street/Unit #4 Plainville, MA 02762 (508) 643-4430 | | \$100.00 |
| | | | | | | 1 |
| | | | | | | TOTAL FEES: \$100.00 |

Efficient Excavating Inc.

| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
|------------------|---------------|------------|------------|--|-------------------|----------------------|
| Tammy Garner | | | | Presby | | |
| SEPTIC INSTALLER | BHP-2012-0297 | 01/05/2012 | 12/31/2012 | 792 Oak Street Brockton, MA 02301 (508) 584-9059 | | \$100.00 |
| | | | | | | 1 |
| | | | | | | TOTAL FEES: \$100.00 |

Emerald Excavating Inc.

| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
|------------------|---------------|------------|------------|---|-------------------|----------------------|
| SEPTIC INSTALLER | BHP-2012-0200 | 01/01/2012 | 12/31/2012 | 38 Hedges Pond Road PLYMOUTH, MA 02360 (508) 888-3184 | | \$100.00 |
| | | | | | | 1 |
| | | | | | | TOTAL FEES: \$100.00 |

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|--|---------------------------------|------------|------------|---|---|----------|
| G. Horne Pumping | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0070 | 01/01/2012 | 12/31/2012 | Business District: Hauler/Installer | P.O. Box 253, MANSFIELD, MA 02048 (508) 543-4511 | \$100.00 |
| dba Name (G. Horne Pumping) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Gibson Construction Co., Inc. | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0623 | 04/17/2012 | 12/31/2012 | Business District: | 14 Fairway Lane Foxborough, MA 02035 (508) 272-2737 | \$100.00 |
| dba Name (Gibson Construction Co., Inc.) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Greg Beinars | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0584 | 04/03/2012 | 12/31/2012 | Business District: Presby | 214 East Street Foxborough, MA 02035 | \$100.00 |
| dba Name (Greg Beinars) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Hayes Excavating | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0608 | 04/09/2012 | 12/31/2012 | Business District: Cultec/Infiltrator/Presby | P.O. Box 93 Foxboro, MA 02035 (774) 244-1304 | \$100.00 |
| dba Name (Hayes Excavating) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| Hugo Equipment Inc. | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0494 | 03/22/2012 | 12/31/2012 | Business District: | P.O. Box 155 Walpole, MA 02071 | \$100.00 |
| dba Name (Hugo Equipment Inc.) NUMBER OF PERMITS | | | | | | 1 |
| TOTAL FEES: | | | | | | \$100.00 |
| J. Hockman Inc. | | | | | | |

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|---|---------------------------------|------------|------------|----------|--|----------|
| SEPTIC INSTALLER | BHP-2012-0393 | 02/13/2012 | 12/31/2012 | | 11 Sherwood Drive Norfolk, MA 02056 (508) 384-1400 | \$100.00 |
| Contact: Jason Hockman dba Name (J. Hockman Inc.) NUMBER OF PERMITS: 1 TOTAL FEES: \$100.00 | | | | | | |

| Jones Contracting Inc. | | | | | | |
|--|---------------|------------|------------|-------------------------------|---|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District: | Seating Capacity: |
| Keith Farrell | | | | cultec certified | | |
| Russell Jones | | | | ADS/Cultec/Presby/Infiltrator | | |
| SEPTIC INSTALLER | BHP-2012-0611 | 04/10/2012 | 12/31/2012 | | 735 Washington Street, WALPOLE, MA 02081 (508) 668-7888 | \$100.00 |
| dba Name (Jones Contracting Inc.) NUMBER OF PERMITS: 1 TOTAL FEES: \$100.00 | | | | | | |

| Kenny Jones Corp. | | | | | | |
|---|---------------|----------------|------------|---|---|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District: | Seating Capacity: |
| Kenny Jones | | (508) 850-5151 | | Cultec, Infiltrator, and Presby Certified | | |
| SEPTIC INSTALLER | BHP-2012-0219 | 01/01/2012 | 12/31/2012 | | 2092 Main Street Walpole, MA 02081 (508) 850-5151 | \$100.00 |
| dba Name (Kenny Jones Corp.) NUMBER OF PERMITS: 1 TOTAL FEES: \$100.00 | | | | | | |

| M. Pacella Excavating | | | | | | |
|-----------------------|-------|---------|----------------|-----------------------|---------------|-----------------|
| Map | Block | Lot | Parcel Address | Water | Sewer | District |
| 032 | | 0005843 | | | | 5037-0 |
| Contact | Title | Phone | Fax | Comment | Resource Area | FEMA Flood Zone |
| Jeremiah Mackie | | | | Infiltrator certified | | |
| Michael Dillon | | | | Infiltrator Certified | | |
| Michael Pacella | | | | Cultec certified? | | |

| Department Status for Structure | | | |
|---------------------------------|------------|-----------------|-----------|
| GeoTMS Module: | Status | File No. | Comments: |
| Board of Health | GREEN FLAG | BHF-1999-000079 | |

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|--|---------------------------------|------------|------------|--------------------|--|----------|
| SEPTIC INSTALLER | BHP-2012-0491 | 03/21/2012 | 12/31/2012 | 42 PINE ACRES ROAD | P.O. Box 688 Foxborough, MA 02035 (508) 543-1974 | \$100.00 |
| Michael A. Moreshead dba Name (M. Pacella Excavating) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|---------------------------|---------------|------------|------------|--|--|----------|
| SEPTIC INSTALLER | BHP-2012-0298 | 01/06/2012 | 12/31/2012 | | 3 Paula Lane Foxborough, MA 02035 (508) 543-0083 | \$100.00 |

| Miles of Excavating | | | | | | |
|---|---------------|------------|------------|---|---|-------------|
| Contact | Title | Phone | Fax | Comment | Seating Capacity: | TOTAL FEES: |
| Tim Konowitz | | | | Cultec, Infiltrator, Presby, and Hancor certified | | \$100.00 |
| SEPTIC INSTALLER | BHP-2012-0333 | 01/01/2012 | 12/31/2012 | | 242 Park Street WRENTHAM, MA 02093 (508) 384-9590 | \$100.00 |
| P. Beatty Excavation Inc. dba Name (Miles of Excavating) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|--|---------------|------------|------------|--|---|----------|
| SEPTIC INSTALLER | BHP-2012-0330 | 01/01/2012 | 12/31/2012 | | P.O. Box 174 Mansfield, MA 02048 (508) 339-8393 | \$100.00 |
| Plainville Pump & Excavating, Inc. dba Name (P. Beatty Excavation Inc.) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|---|---------------|------------|------------|--|--|----------|
| SEPTIC INSTALLER | BHP-2012-0038 | 01/01/2012 | 12/31/2012 | | 77 School Street PLAINVILLE, MA 02762 (508) 695-9156 | \$100.00 |
| Ralph Excavating dba Name (Plainville Pump & Excavating, Inc.) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|---|---------------|------------|------------|--|--|----------|
| SEPTIC INSTALLER | BHP-2012-0038 | 01/01/2012 | 12/31/2012 | | 77 School Street PLAINVILLE, MA 02762 (508) 695-9156 | \$100.00 |
| Ralph Excavating dba Name (Plainville Pump & Excavating, Inc.) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|---|---------------|------------|------------|--|--|----------|
| SEPTIC INSTALLER | BHP-2012-0038 | 01/01/2012 | 12/31/2012 | | 77 School Street PLAINVILLE, MA 02762 (508) 695-9156 | \$100.00 |
| Ralph Excavating dba Name (Plainville Pump & Excavating, Inc.) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

| Business District: | | | | | | |
|---|---------------|------------|------------|--|--|----------|
| SEPTIC INSTALLER | BHP-2012-0038 | 01/01/2012 | 12/31/2012 | | 77 School Street PLAINVILLE, MA 02762 (508) 695-9156 | \$100.00 |
| Ralph Excavating dba Name (Plainville Pump & Excavating, Inc.) NUMBER OF PERMITS 1 TOTAL FEES: \$100.00 Seating Capacity: | | | | | | |

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | Fee |
|--|---------------------------------|------------|------------|----------|--|---------------|
| SEPTIC INSTALLER | BHP-2012-0404 | 02/15/2012 | 12/31/2012 | | 110 Holmes Road NORTH ATTLEBORO, MA 02760 | \$100.00 |
| dba Name (Ralph Excavating) NUMBER OF PERMITS TOTAL FEES: | | | | | | 1 \$100.00 |

| Riberoiro Enterprises | | | | | | |
|---|---------------|------------|------------|-------------|--|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
| Dylan Riberoiro | | | | Infiltrator | | |
| SEPTIC INSTALLER | BHP-2012-0390 | 02/10/2012 | 12/31/2012 | | P.O. Box 455 NORTON, MA 02766 (508) 397-1263 | \$100.00 |
| dba Name (Riberoiro Enterprises) NUMBER OF PERMITS TOTAL FEES: | | | | | | 1 \$100.00 |

| Stahl's Farm Backhoe | | | | | | |
|--|---------------|------------|------------|---------------------|---|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
| Gregory Stahl | | | | Ejjen/Presby/Oakson | | |
| SEPTIC INSTALLER | BHP-2012-0052 | 01/01/2012 | 12/31/2012 | | 135 Everett Street, WRENTHAM, MA 02093 (508) 384-3495 | \$100.00 |
| dba Name (Stahl's Farm Backhoe) NUMBER OF PERMITS TOTAL FEES: | | | | | | 1 \$100.00 |

| Trac Enterprise Inc. | | | | | | |
|--|---------------|------------|------------|-----------------|---|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
| Trac Enterprise | | | | Cultec/Geo-Flow | | |
| SEPTIC INSTALLER | BHP-2012-0348 | 01/01/2012 | 12/31/2012 | | 1296 Washington Street Stoughton, MA 02072 (781) 344-5757 | \$100.00 |
| dba Name (Trac Enterprise Inc.) NUMBER OF PERMITS TOTAL FEES: | | | | | | 1 \$100.00 |

| US General Contractors Inc. | | | | | | |
|-----------------------------|---------------|------------|------------|----------------------------------|---|-------------------|
| Contact | Title | Phone | Fax | Comment | Business District | Seating Capacity: |
| Tim Boswell | | | | CULTEC AND INFILTRATOR CERTIFIED | | |
| SEPTIC INSTALLER | BHP-2012-0209 | 01/01/2012 | 12/31/2012 | | 393 Elm Street MANSFIELD, MA 02048 (508) 339-0464 | \$100.00 |

Commercial Summary Report - Sorted by DBA

| Doing Business As Type of Permit | Permit No. Online Permit No. | Issued On | Expires | Location | Mailing Address Phone | dba Name (US General Contractors Inc.) | NUMBER OF PERMITS | Fee | | | | | | | | | | |
|--|---------------------------------|--------------|------------|----------------------------------|--|--|-------------------|----------|---|--------------|----------------------------|-------------------|----------------|-----------------------|--|--|--|----------------------------------|
| William Moreshead III | | | | | | | | | | | | | | | | | | |
| Business District: Seating Capacity: | | | | | | | | | | | | | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0387 | 02/08/2012 | 12/31/2012 | | 196 Oak Street Foxboro, MA 02035 (508) 261-8703 | | 1 | \$100.00 | | | | | | | | | | |
| dba Name (William Moreshead III) | | | | | | | NUMBER OF PERMITS | 1 | TOTAL FEES: \$100.00 | | | | | | | | | |
| William Moreshead Jr. Excavating Co. | | | | | | | | | | | | | | | | | | |
| Business District: Seating Capacity: | | | | | | | | | | | | | | | | | | |
| SEPTIC INSTALLER | BHP-2012-0388 | 02/08/2012 | 12/31/2012 | | 34 Thornton Road, MANSFIELD, MA 02048 (508) 261-8703 | | 1 | \$100.00 | | | | | | | | | | |
| dba Name (William Moreshead Jr. Excavating Co.) | | | | | | | NUMBER OF PERMITS | 1 | TOTAL FEES: \$100.00 | | | | | | | | | |
| <table border="0"> <tr> <td>Contact</td> <td>Title</td> <td>Phone</td> <td>Fax</td> <td>Comment</td> </tr> <tr> <td>William Moreshead Jr.</td> <td></td> <td></td> <td></td> <td>Cultec and Infiltrator certified</td> </tr> </table> | | | | | | | | | Contact | Title | Phone | Fax | Comment | William Moreshead Jr. | | | | Cultec and Infiltrator certified |
| Contact | Title | Phone | Fax | Comment | | | | | | | | | | | | | | |
| William Moreshead Jr. | | | | Cultec and Infiltrator certified | | | | | | | | | | | | | | |
| <table border="0"> <tr> <td>OVERALL TOTAL NUMBER OF PERMITS:</td> <td>34</td> </tr> <tr> <td>OVERALL TOTAL FEES:</td> <td>\$3,400.00</td> </tr> </table> | | | | | | | | | OVERALL TOTAL NUMBER OF PERMITS: | 34 | OVERALL TOTAL FEES: | \$3,400.00 | | | | | | |
| OVERALL TOTAL NUMBER OF PERMITS: | 34 | | | | | | | | | | | | | | | | | |
| OVERALL TOTAL FEES: | \$3,400.00 | | | | | | | | | | | | | | | | | |

Board of Health Town of Foxboro

Commercial Summary Report - By dba Name
SQL Statement: ([Type of Permit] = 'SEPTIC HAULER' or [Type of Permit] = 'SEPTIC HAULER (EACH TRUCK LESS THAN 10000)')
and ([Permit Status] = 'OPEN') AND Expires between 01/01/2012 And 12/31/2012

Printed On: Thu Apr 26, 2012

Date Range: Expires between 01/01/2012 And 12/31/2012

Business Owner: James McGrath
Doing Business As: A Pro Rooter
Business Location:

Address: 24 South St. Holbrook MA
Mailing Address: 24 South Street
Address: Holbrook, MA 02343

Seating Capacity:
Mailing Phone: (781) 963-0229
Mailing Fax:

dba Name (A Pro Rooter) TOTALS **TOTAL NUMBER OF PERMITS:** 2
Business District: **TOTAL FEES:** \$200.00

Business Owner: Americo Ferrara
Doing Business As: A. Ferrara Construction Corp.
Business Location:

Address: 754 Foundry St. South Easton MA
Mailing Address: 754 Foundry Street
Address: SOUTH EASTON, MA 02375

Seating Capacity:
Mailing Phone: (508) 230-2782
Mailing Fax:

dba Name (A. Ferrara Construction Corp.) TOTALS **TOTAL NUMBER OF PERMITS:** 1
Business District: **TOTAL FEES:** \$100.00

Business Owner: Thomas J. Prall
Doing Business As: After Hours Drain Service
Business Location:

Address: 35 Pond Street Wrentham MA
Mailing Address: 35 Pond Street
Address: P.O. Box 760
Wrentham, MA 02093

Seating Capacity:
Mailing Phone: (508) 384-0181
Mailing Fax:

dba Name (After Hours Drain Service) TOTALS **TOTAL NUMBER OF PERMITS:** 1
Business District: **TOTAL FEES:** \$100.00

Business Owner: Juan Alunso
Doing Business As: Airport John
Business Location:

Address: 134 Crawford Street Fitchburg MA
Mailing Address: 134 Crawford Street
Address: Fitchburg, MA 01420

Seating Capacity:
Mailing Phone: (978) 343-0033
Mailing Fax:

dba Name (Airport John) TOTALS **TOTAL NUMBER OF PERMITS:** 3
Business District: **TOTAL FEES:** \$250.00

Commercial Summary Report - by dba Name

Business Owner: Paul M. Pieri and John Zarrella Sr.
Doing Business As: All Owners Drain Cleaning, Inc.
Business Location:

Address: 943 Main Street wilmington MA
Mailing Address: 943 Main Street
Address: P.O. Box 934
 wilmington, MA 01887
Mailing Phone: (978) 658-8970
Mailing Fax:

dba Name (All Owners Drain Cleaning, Inc.) TOTALS **TOTAL NUMBER OF PERMITS:** 1
Business District: **TOTAL FEES:** \$50.00

Business Owner: All Seasons Septic Service
Doing Business As: All Seasons Septic Service
Business Location:

Address: 200 Cushing Street #7 Stoughton MA
Mailing Address: 200 Cushing Street/ Suite 7
 Stoughton, MA 02072
Mailing Phone: (866) 822-6846
Mailing Fax:

dba Name (All Seasons Septic Service) TOTALS **TOTAL NUMBER OF PERMITS:** 1
Business District: **TOTAL FEES:** \$100.00

Business Owner: Alan Cavossa
Doing Business As: Allgreen Biodiesel
Business Location:

Address: 3 Pine Acres Road Foxboro MA
Mailing Address: 3 Pine Acres Road
 Foxboro, MA 02035
Mailing Phone: (508) 505-6617
Mailing Fax:

dba Name (Allgreen Biodiesel) TOTALS **TOTAL NUMBER OF PERMITS:** 1
Business District: **TOTAL FEES:** \$50.00

Business Owner: Environmental Energy corp.
 (Greenworks Holdings)
Doing Business As: Alternative Fuel Foundation
Business Location:

Address: 325 N. Main Street MIDDLETON MA
Mailing Address: 325 N. Main Street
 MIDDLETON, MA 01949
Mailing Phone:
Mailing Fax:

dba Name (Alternative Fuel Foundation) TOTALS **TOTAL NUMBER OF PERMITS:** 2
Business District: **TOTAL FEES:** \$200.00

Business Owner: B.I.G. Septic Service
Doing Business As: B.I.G. Septic Service
Business Location:

Address: 40 Production Road Walpole MA
Mailing Address: 40 Production Road
 Walpole, MA 02081
Mailing Phone: (508) 660-1300
Mailing Fax:

Contact **Title** **Phone** **Fax** **Comment**
 Al Quagleri (508) 660-1300 hauler/installer

Commercial Summary Report - by dba Name

dba Name (B.I.G. Septic Service) TOTALS **2**
 Business District: **TOTAL FEES: \$200.00**

Business Owner: James M. Andreoli
Doing Business As: Baker Commodities, Inc
Business Location: Address: 134R. Billerica Ave Billerica MA
 Seating Capacity: Mailing P.O. Box 132 **Mailing Phone:**
 Address: Billerica, MA 01862-0132 **Mailing Fax:**

dba Name (Baker Commodities, Inc) TOTALS **1**
 Business District: **TOTAL FEES: \$100.00**

Business Owner: Michael Barry
Doing Business As: Barry Bros. Disposal, LLC **Mailing Phone:** (508) 668-0455
Business Location: Address: 44 Production Road Newton MA
 Seating Capacity: Mailing 44 Production Road
 Address: P.O. Box 650040 **Mailing Fax:**
 Walpole, MA 02081

dba Name (Barry Bros. Disposal, LLC) TOTALS **3**
 Business District: **TOTAL FEES: \$150.00**

Business Owner: Richard and Margaret Chaves
Doing Business As: Bay State Sewage Disposal, Inc.
Business Location: Address: 105 Kingman Street Lakeville MA
 Seating Capacity: Mailing 105 Kingman Street **Mailing Phone:** (508) 947-2636
 Address: Lakeville, MA 02347 **Mailing Fax:**

dba Name (Bay State Sewage Disposal, Inc.) TOTALS **1**
 Business District: **TOTAL FEES: \$100.00**

Business Owner: John Howe
Doing Business As: Dave's Septic Service, Inc.
Business Location: Address: 67 Willow Street Manchester NH
 Seating Capacity: Mailing 67 Willow Street **Mailing Phone:** (603) 668-3402
 Address: P.O. Box 5193 **Mailing Fax:**
 Manchester, NH 03109

dba Name (Dave's Septic Service, Inc.) TOTALS **3**
 Business District: **TOTAL FEES: \$150.00**

Commercial Summary Report - by dba Name

| | | | | | | |
|---|--|-------------------------------|--------------------------|---|-------------|----------|
| dba Name (Podgurski Corporation) | | TOTALS | TOTAL NUMBER OF PERMITS: | 1 | TOTAL FEES: | \$100.00 |
| Business District: | | | | | | |
| Business Owner: | Edward Jurgens | | | | | |
| Doing Business As: | Pump Grump | | | | | |
| Business Location: | Address: 1 Green Street Foxborough MA | | | | | |
| | Mailing: 1 Green Street | | | | | |
| | Address: Foxborough, MA 02035 | | | | | |
| Seating Capacity: | | Mailing Phone: (508) 698-9101 | | | | |
| | | Mailing Fax: | | | | |
| | | | | | | |
| dba Name (Pump Grump) | | TOTALS | TOTAL NUMBER OF PERMITS: | 1 | TOTAL FEES: | \$100.00 |
| Business District: | | | | | | |
| Business Owner: | Raggs Septic Service, Inc. | | | | | |
| Doing Business As: | Raggs Septic Service, Inc. | | | | | |
| Business Location: | Address: P.O. Box 1027 Concord MA | | | | | |
| | Mailing P.O. Box 1027, | | | | | |
| | Address: Concord, MA 01742 | | | | | |
| Seating Capacity: | | Mailing Phone: (978) 369-1100 | | | | |
| | | Mailing Fax: | | | | |
| | | | | | | |
| dba Name (Raggs Septic Service, Inc.) | | TOTALS | TOTAL NUMBER OF PERMITS: | 1 | TOTAL FEES: | \$100.00 |
| Business District: | | | | | | |
| Business Owner: | Soares Sanitation Pumping Inc. | | | | | |
| Doing Business As: | Soares Sanitation Pumping Inc. | | | | | |
| Business Location: | Address: 285 Thrasher Street, Taunton MA | | | | | |
| | Mailing 285 Thrasher Street, | | | | | |
| | Address: TAUNTON, MA 02780 | | | | | |
| Seating Capacity: | | Mailing Phone: (508) 824-8370 | | | | |
| | | Mailing Fax: | | | | |
| | | | | | | |
| dba Name (Soares Sanitation Pumping Inc.) | | TOTALS | TOTAL NUMBER OF PERMITS: | 1 | TOTAL FEES: | \$100.00 |
| Business District: | | | | | | |
| Business Owner: | John DiVincenzo | | | | | |
| Doing Business As: | Stewart Septic | | | | | |
| Business Location: | Address: 58 South Kimball Street Bradford MA | | | | | |
| | Mailing 58 South Kimball Street | | | | | |
| | Address: Bradford, MA 01835 | | | | | |
| Seating Capacity: | | Mailing Phone: | | | | |
| | | Mailing Fax: | | | | |
| | | | | | | |
| dba Name (Stewart Septic) | | TOTALS | TOTAL NUMBER OF PERMITS: | 2 | TOTAL FEES: | \$200.00 |
| Business District: | | | | | | |

Commercial Summary Report - by dba Name

Business Owner: United Site Services
Doing Business As: United Site Services

Address: 31 E. Belcher Road Foxborough MA
Mailing P.O. Box: 9131
Address: 31 E. Belcher Road

Mailing Phone: (800) 647-6170

Business Location: 31 EAST BELCHER ROAD

Parcel Address: Foxborough, MA 02035
Water:
Sewer:
District: 1031-0
Resource Area: FEMA Flood Zone

Mailing Fax:

Map: 108
Block:
Lot: 0006331
Parcel Address: 31 EAST BELCHER RO

Department Status for Structure

GeoTMS Module: Board of Health
Status: GREEN FLAG
File No.: BHF-1999-000030

Comments:

LCDate:

dba Name (United Site Services) TOTALS **TOTAL NUMBER OF PERMITS:** 17
Business District: **TOTAL FEES:** \$1,700.00

Business Owner: Wind River Environmental, LLC
Doing Business As: Wind River Environmental, LLC

Address: 577 Main Street, Suite 110 Hudson MA
Mailing: 577 Main Street
Address: Suite 110

Mailing Phone: (978) 562-4500

Business Location:

Hudson, MA 01749

Mailing Fax:

Commercial Summary Report - by dba Name

| dba Name (Wind River Environmental, LLC) TOTALS | TOTAL NUMBER OF PERMITS: | 10 |
|---|--------------------------|------------|
| Business District: | TOTAL FEES: | \$1,000.00 |
| REPORT TOTALS | TOTAL NUMBER OF PERMITS: | 65 |
| | TOTAL FEES: | \$6,000.00 |