

January 5, 2023

Via Regular Mail

Julia N. Pingitore, Chair
Select Board
Town of Paxton
697 Pleasant Street
Paxton, Massachusetts 01612

*Re: Request for Extension of Sanitary Sewage Agreement
1 Woodland Drive, Paxton, Massachusetts*

Dear Madam Chair, Pingitore,

This office represents Deborah Erickson, owner of 1 Woodland Drive in Paxton, Massachusetts with a portion of the property also located in Worcester, Massachusetts (collectively the "Property"). Our client inherited the Property from her father in 2017. Our client decided to offer the Property for sale in late 2022. Recently our client discovered that a predecessor in interest (Jonathan B. Seale and Helen B. Seale) had entered into an agreement with the Town of Paxton whereby the previous owners sought to connect the Property to sanitary sewer located in Foxmeadow Drive, Worcester, Massachusetts. A copy of this agreement dated October 1, 2002, recorded at the Worcester District Registry of Deeds in Book 27757, Page 119 is attached hereto as Exhibit A (the "Paxton Agreement").

In connection with the Paxton Agreement, Paxton entered into two (2) additional agreements being: i) a Memorandum Agreement with the Upper Blackstone Water Pollution Abatement Agreement District (the "Blackstone Agreement"); and ii) a Wastewater Conveyance Agreement with the City of Worcester (the "Worcester Agreement"). Both agreements were entered into in connection with the treatment of wastewater generated from the Property and payments related to treatment of such wastewater through the sewage system in Foxmeadow Drive. Copies of the Blackstone Agreement and Worcester Agreement are attached hereto as Exhibits B and C respectively.

Pursuant to Article 12 of the Paxton Agreement dated October 1, 2002, the term of this agreement was for twenty (20) years unless otherwise extended. The Paxton Agreement expired on October 1, 2022, without an extension of its term. Pursuant to Article I of the Blackstone Agreement dated October 16, 2002, its terms were to have been re-negotiated by the parties after ten (10) years. This, to our knowledge, was not done. Pursuant to Article 13 of the Worcester Agreement dated November 4, 2002, the term of this agreement was for twenty (20) years unless otherwise extended. This Worcester Agreement expired on November 4, 2022. Our client was unaware that any of these three (3) agreements existed until she sought to list the property for sale and now, she is not able to sell the property until the terms of these agreements are extended or otherwise modified.

Julia N. Pingitore, Chairperson

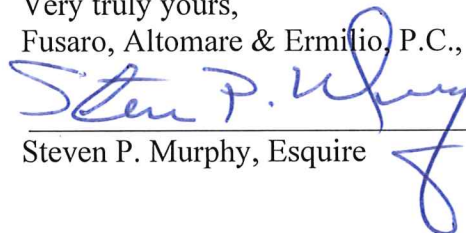
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Therefore, our client respectfully requests that the Town of Paxton, through its Select Board, extend the term of the Paxton Agreement for no less than an additional twenty (20) years or some other agreeable extension of said Paxton Agreement. Our client is aware that an extension or modification of the Paxton Agreement will also require extensions and/or modification of the Blackstone and Worcester Agreements. However, while the subject matter of these two agreements specifically relate to our client's property and are of great importance to her, our client is not a party to either of these agreements. Therefore, I have copied Robert Cox, Esquire as counsel for the Upper Blackstone Water Pollution Abatement District, Michael E. Traynor, Esquire, City Solicitor for the City of Worcester as well as your Town Counsel, Peter Dawson, Esquire.

Our office would be happy to discuss this matter with you. If you or your Town Counsel need additional information, please do not hesitate to contact me.

Very truly yours,
Fusaro, Altomare & Ermilio, P.C.,



Steven P. Murphy, Esquire

cc: Robert D. Cox, Jr., Esq.
Michael E. Traynor, Esq.
Peter J. Dawson, Esq.
Deborah Erickson
Pierre Boucher, Re/Max Realty