

MEMORANDUM OF UNDERSTANDING  
RESIDENCES AND VILLAGES AT SHARON COMMONS  
CHAPTER 40R OVERLAY AMENDMENT

This Memorandum of Understanding is entered into this 17<sup>th</sup> day of November, 2008, by and between Old Post Development Corporation, with a principal place of business located at 2 Washington Street, Foxborough, MA 02035 (hereinafter referred to as "Old Post Development" or the "Developer") and the Town of Sharon, acting by and through its Board of Selectmen, with a principal place of business located at 90 South Main Street, Sharon, MA 02067 (hereinafter referred to as the "Town"). This Memorandum is intended to be binding upon the parties and to run with the land as provided herein.

WHEREAS, Old Post Development has acquired rights to purchase certain property as specified in the attached Exhibit A (hereinafter referred to as "Site") and desires to develop on these properties not fewer than 210 dwelling units (100 Apartments and 38 condominiums in Subzone A; 30 Townhouses in Subzone B; and 24 Townhouses and 18 condominium units in Subzone C, all as set forth herein) and the Selectmen believe it may be in the best interests of the Town of Sharon for a portion of the Site to be developed for residential use, but the Site is all located within a Single Residence "A" Zoning District which does not provide for or allow residential use at the density proposed; and

WHEREAS, the Selectmen have called a Town Meeting to consider the adoption of two zoning amendments pursuant to G.L. c. 40R to establish a Smart Growth Overlay District for portions of the Site which will allow for the development of "The Residences and Villages at Sharon Commons," a residential development of up to 210 dwelling units;

WHEREAS, the Developer recognizes that there will be substantial impacts upon the Town of Sharon and its residents from the development and operation of The Residences and Villages at Sharon Commons; and

WHEREAS, in connection with the development and operation of the Residences and Villages at Sharon Commons, the Developer desires to make certain commitments for consideration by the Town Meeting to mitigate the impacts of the Residences and Villages at Sharon Commons and to otherwise serve the purposes of, and benefit the interests to be protected and promoted by, the Town of Sharon Zoning By-Law if the proposed zoning changes are adopted;

NOW, THEREFORE, the Developer hereby agrees with the Board of Selectmen as follows:

**I. Definitions.**

*“Residential Project” and/or “Project”* shall mean the zoning, permitting, construction and operation of up to 210 townhouses, condominium units and apartment dwelling units on the portion of the Site consisting of Subzones A, B, and C, as shown on the map entitled *“Attachment 5-1: Smart Growth Residential Density Plan of District”* dated September 23, 2008.

*“Developer”* shall mean Old Post Development, as first identified above.

*“LIP”* shall mean a Local Initiative Program designed to increase the stock of affordable housing in the Town, pursuant to M.G.L. c. 40B ' ' 20-23, and as further defined in 760 CMR 45.00 et seq.

*“Site”* shall mean the land within Subzones A, B, and C, as shown on the map entitled *“Attachment 5-1: Smart Growth Residential Density Plan of District”* dated September 23, 2008.

*“Special Town Meeting”* shall mean the Sharon Town Meeting called to commence on November 17, 2008 for the Town to vote on the proposed Chapter 40R zoning by-law changes discussed herein; provided, however, said meeting shall in any event not go beyond December 31, 2008.

## **II. Purpose.**

This Memorandum evidences the commitments of the Developer to mitigate the impacts of the Residences and Villages at Sharon Commons and to otherwise serve the purposes of, and benefit the interests to be protected and promoted by, the Town of Sharon Zoning By-Law in connection with the development and operation of the Residences and Villages at Sharon Commons in the event of affirmative action by the Special Town Meeting to adopt the proposed Chapter 40R Smart Growth Overlay District.

## **III. The Residences and Villages at Sharon Commons Development.**

To effectuate the Purpose of this Agreement, the Parties agree as follows:

1) **ZONING AMENDMENT.** The Selectmen for the Town of Sharon shall take the necessary actions to call for a Special Town Meeting to be held on November 17, 2008 where two amendments to the Sharon zoning by-laws shall be placed before the Special Town Meeting. The first proposed zoning article (Article 4 on the warrant) shall establish a Smart Growth Overlay District with two Subzones (A and B). Said amendment will provide for a total of One Hundred and Sixty-Eight (168) dwelling units to be constructed in such Subzones A and B. The text of Article 4 is contained in Exhibit B attached hereto. The second proposed zoning article (Article 5 on the warrant) shall amend the Smart Growth Overlay District and establish a third Subzone C. Said amendment will provide for a total of forty two (42) dwelling units to be constructed in such Subzone C, all of which shall be homeownership units for sale. The text of Article 5 is contained in Exhibit C attached hereto. The Parties recognize that Articles 4 and 5 may be amended by the Sharon Town Meeting, and provided the changes are acceptable to the

Developer, the obligations of the Developer shall remain the same. The Developer shall be presumed to have accepted any such changes unless the Developer has notified the Town not later than ten (10) days after the final Town Meeting vote that any change or changes made to Article 4 or 5 is or are not acceptable.

**2) RESTRICTION UPON USE** Old Post Development agrees that this Memorandum of Understanding shall act as a restriction upon the use of Subzones A, B and C as shown on the map entitled "Attachment 5-1: Smart Growth Residential Density Plan of District" dated September 23, 2008, and said parcels shall be developed in full compliance with the terms of this Memorandum of Understanding. This condition is to act as a restrictive covenant upon the above-named parcels of land to be recorded after an affirmative Town Meeting vote of either of Article 4 or Article 5; provided, however, that if either or both of Article 4 establishing Subzones A and B of the Smart Growth Overlay District, or Article 5 establishing Subzone C of the Smart Growth Overlay District, is not adopted by the Sharon Town Meeting on November 17, 2008 or such later date to which such meeting may have been adjourned, in the form attached hereto as Exhibit B and Exhibit C (with such changes as are approved by Developer within 10 days), then this Memorandum of Understanding shall not be recorded against the property if that Subzone is not adopted; and provided further, that if either or both Article 4 or Article 5 is subsequently disapproved by the Attorney General or invalidated by a court of competent jurisdiction or amended prior to the completion of the Residences and Villages at Sharon Commons, then the Town agrees to record an instrument or instruments releasing the restrictive covenants described herein with respect to the applicable Subzone, either or both of Subzone A and B, for Article 4, or Subzone C, for Article 5, said instrument to be recorded by the Town not later than 180 days following any such event. In the event that Article 4 is not adopted by said Town Meeting, this agreement shall become null and void for all purposes, except for Section 8 provided herein. In the event that only Article 5 is not adopted by said Town Meeting, this agreement shall remain in full force and effect for all purposes, except for any term herein which pertains to the development of Subzone C, including Section 5 provided herein.

**3) SITE ACCESS**. The Parties agree that the sole means of access to all three Subzones of The Residences and Villages at Sharon Commons is from Old Post Road, except as stated herein. South Walpole Street shall only be used for emergency access. South Main Street shall only be used for emergency access and temporary access to Subzone B. All parties hereto understand that the developer of Sharon Commons, the Life Style Center, (Sharon CF II, LP) shall be responsible for all improvements and/or reconstruction of Old Post Road, including, but not limited to, snow plowing, lighting, maintenance and all future reconstruction and repair of those portions of Old Post Road which service the Project; provided, however, that if Old Post Road from South Main Street is ever used to access South Walpole Street, such costs shall be apportioned with the Town of Sharon. The Developer shall guarantee that the Town of Sharon shall not be responsible for any of these costs or expenses, except as specified above.

**4) SCHOOL FIELD LIGHTS**. In the event that Article 4 is adopted by the Sharon Town Meeting and not disapproved, invalidated or amended, as specified in Paragraph 1, hereof, then the Developer agrees to install lights at the Sharon High School Football Field in accordance

with the specifications set forth in Exhibit D. The Developer shall conduct any necessary soil or boring studies prior to such installation. Such installation shall be completed prior to the issuance of the 18<sup>th</sup> Building Permit for any dwelling unit in Subzone A or B, as established in said Article 4. The Developer shall not be obliged to expend more than Three Hundred Thousand (\$300,000.00) Dollars in the performance of this condition.

5) **SIDEWALKS**. In the event Article 5 is adopted by the Sharon Town Meeting and not disapproved, invalidated or amended, specified in Paragraph 1, hereof, then the Developer agrees to install or repair sidewalks at the locations identified in Exhibit E and in accordance with the specifications set forth therein. Such sidewalks shall be installed or repaired prior to the issuance of the 10<sup>th</sup> certificate of occupancy for any dwelling unit in Subzone C, as established in said Article 5. The Developer shall not be obliged to expend more than One Hundred Twenty-Five Thousand (\$125,000.00) Dollars in the performance of this condition.

6) **AFFORDABLE DWELLING UNITS AND PAYMENTS TO THE SHARON HOUSING PARTNERSHIP**. Any application for plan approval pursuant to the Smart Growth Overlay District submitted by the Developer shall specify that 25% of the dwelling units, whether for rent or for sale, shall be dedicated to households meeting the definition of "moderate income" in the Local Initiative Program, 760 CMR 45.00 and that affordable rental marketing shall be as follows: 10% to tenants who earn 80% of Area Median Income (AMI); 12% to tenants who earn 70% of AMI; and 3% to tenants who earn 60% of AMI. Old Post Development shall provide the sum of One Thousand (\$1,000.00) Dollars to the Sharon Housing Partnership out of the sales proceeds of the first twenty-five (25) market rate homeownership dwelling units (either townhouses or condominium flats). The Housing Partnership shall issue a Certificate of Release for each payment made, said Certificate to be held in escrow by the closing attorney and recorded at the Registry of Deeds upon release of said payment to the Sharon Housing Partnership. Old Post Development shall not be obliged to expend more than Twenty-Five Thousand (\$25,000.00) Dollars in the performance of this promise.

7) **REIMBURSEMENT TO TOWN**. The Parties agree that the Developer will reimburse the Town, for its reasonable costs in considering Articles 4 and 5, including but not limited to costs for review and implementation of the said Articles, this Memorandum of Understanding, and all work related thereto, up to a maximum of \$ 50,000.00. The Developer shall, upon the execution of this agreement, make an initial payment of \$20,000.00 to the Town Treasurer for such purposes. The payments required by this paragraph shall be due without regard to whether or not Article 4 or Article 5 are enacted by the Town Meeting. The Town Accountant will set up a specific account for this purpose. This section does not include costs that may be associated with or imposed pursuant to G.L. c. 44 § 53G by the Town as a result of plan approval pursuant to G.L. c. 40R, s. 11 or other review as required.

8) **LAUREL ROAD AND MITCHELL STREET**. The Parties agree that prior to beginning Site construction as herein described, the Developer will take whatever steps are necessary to ensure that Laurel Road and Mitchell Street will not to be used for construction vehicles during the construction of the Residences and Villages at Sharon Commons.

9) **POLICE DETAIL REQUIREMENTS.** The Developer agrees to pay for whatever private or public police details are reasonably deemed to be necessary by the Town from time to time during the construction and/or use of the Project.

10) **PERMITS AND COOPERATION.** The Parties recognize that the Developer must seek permits from the Department Environmental Protection (DEP) and other agencies, comply with the Massachusetts Environmental Protection Act (MEPA) and other laws for the protection of the environment related to the Project. The Developer agrees to work cooperatively with the Sharon Boards and other local and state agencies having jurisdiction thereof to meet environmental and other public health concerns.

A. The Developer agrees that in the event the Plan Approval Authority is required, pursuant to G.L. c. 40R, s. 11 (c), to file a written decision with the Town Clerk regarding Developer's application for an approval, the Developer shall request an extension of time for such filing on or before March 20, 2009, so that such filing shall take place on or before March 25, 2009.

**11) Payment of Initial State payment.** In the event that Commonwealth's Department of Housing and Community Development (DHCD) issues its final letter of approval pursuant to G.L. c. 40R, s. 4 with any condition or conditions requiring the completion of certain infrastructure improvements prior to the payment of the zoning incentive payment referred to in G.L. c. 40R, s. 9, and such improvements have not been completed to the satisfaction of DHCD prior to March 31, 2009, the Developer shall pay to the Town of Sharon the sum of Two Hundred Thousand (\$200,000.00) Dollars on or before April 1, 2009. The Town of Sharon shall thereafter forthwith reimburse the Developer the sum \$200,000.00 when the DHCD pays the zoning incentive payment to the Town pursuant to statute and such final letter of approval.

#### **IV. Acceptance By the Town of Sharon.**

Provisions of this Memorandum referring and relating to Articles 4 and 5 are subject to the approval by the Town of Sharon Town Meeting, at a Special Town Meeting to be commenced on November 17, 2008. If Article 4 establishing the Smart Growth Overlay District and Subzones A and B is not adopted by the Sharon Town Meeting on said date, or such later date to which said meeting may have been adjourned, in the form attached hereto as Exhibit B (with such changes as are approved by Developer, the Developer having 10 days from the time of the vote by Town meeting to notify the Town if such changes are not acceptable as provided above), or if the zoning amendment is subsequently disapproved by the Attorney General or invalidated by a court of competent jurisdiction or amended prior to the issuance of a building permit for the Project, then this Agreement, except as otherwise provided herein with respect to paragraphs 8, shall be rendered null and void. So long as the zoning amendment in the form attached hereto as Exhibit B (with such changes as are approved by Developer as above provided) is validly adopted and remains in full force and effect, then this Agreement shall be binding on Developer and all portions of the Site owned by Developer whether or not the

Residential Project is constructed. In the event that only Article 5 is not adopted by said Town Meeting, this agreement shall remain in full force and effect, except for any term herein which pertains to the development of Subzone C, including Section 5 as provided herein.

V. Notices.

Except as otherwise provided in this Memorandum, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Memorandum, shall be in writing and shall be deemed delivered (i) upon the delivery by facsimile electronic transmission (provided that such facsimile is sent on a business day prior to 5:00 p.m. of the recipient's local time, and a confirmation copy is sent via another manner set forth in this Section V), (ii) the next business day following delivery to Federal Express or another nationally recognized air freight or commercial delivery service for next day delivery, or (iii) two (2) business days following deposit thereof in the United States mail, certified mail (return receipt requested), provided such notices shall be addressed or delivered to the parties at their respective addresses or facsimile telephone numbers set forth below. Copies of all notices delivered hereunder shall also be delivered in the same manner to counsel for the parties hereto.

If to Developer

Old Post Development Corporation,  
Michael Intoccia, President  
2 Washington Street  
Foxborough, MA 02035  
Facsimile: (508) 850-9485

With a copy to:

Robert Shelmerdine, Esq.  
c/o Intoccia Construction Company, Inc.  
2 Washington Street  
Foxborough, MA 02035  
Facsimile: (508) 850-8943

If to the Town:

Town of Sharon  
ATTN: Benjamin Puritz, Town Administrator  
90 South Main Street  
Sharon, MA 02067  
Facsimile: (781) 784-1503

With a copy to:

Richard A. Gelerman, Esq.  
Gelerman & Buschmann, P.C.  
30 Walpole Street  
Norwood, MA 02062  
Facsimile: (781) 769-6989

All costs and expenses of the delivery of notices hereunder shall be borne and paid for by the

delivering party. No notice shall be deemed duly delivered hereunder unless all postage or delivery charges shall have been prepaid by the sending party, or otherwise delivered to the receiving party free of delivery charges.

**VI. Entire Agreement: Amendments.**

This Memorandum constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements between the parties with respect to the subject matter hereof. This Memorandum may not be altered, modified, extended, revised or changed, nor may any party hereto be relieved of any of its liabilities or obligations hereunder, except by written instrument duly executed by each of the parties hereto. Any such written instrument entered into accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefore.

**VII. Governing Law.** This Memorandum is made pursuant to, and shall be governed by and construed in accordance with, the laws of the Commonwealth of Massachusetts without reference to the conflicts of laws provisions thereof.

**VIII. Headings.** Section and subsection headings used herein are for convenience and ease of reference only and are not intended to have any legal effect. Accordingly, no reference shall be made to any such section or subsection headings for the purpose of interpreting, construing or enforcing any of the provisions of this Memorandum.

**IX. Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Memorandum. In the absence of an original signature page, a signature page transmitted by facsimile transmission shall be effective to bind the party for all purposes of this Memorandum.

**X. Time of the Essence.** Time is of the essence of this Memorandum.

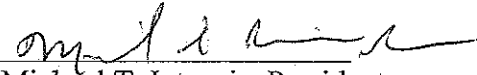
**XI. No Third Party Beneficiary.** Each of the covenants, undertakings and agreements of the parties hereto are intended solely for the benefit of the other party and its successors and permitted assigns under the provisions of this Memorandum, and are not intended for the benefit of, and may not be enforced by, any third party.

**XII. Run with the Land.** All covenants and agreements as are herein contained in this Agreement by Developer shall be deemed and shall constitute covenants running with the land for the benefit of the Town, and shall be binding upon and inure to the benefit of any portion of the Site now or in the future owned by Developer and all successors in title and assigns of the Developer; it being understood and agreed that, from and after any conveyance or transfer of the land parcels covered by this Agreement, the transferee shall be liable for the performance or observance of said covenants and agreements.

**XIII. Recording.** This Memorandum of Understanding shall be recorded at the Norfolk County Registry of Deeds upon its execution, with the effected parcels indexed in a form acceptable to the Registry. For title of Old Post Road Holdings, LLC to parcels identified above, see Norfolk Registry Book 25631 Page 362, dated March 27, 2008.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

**OLD POST DEVELOPMENT  
CORPORATION**

BY:   
Michael T. Intoccia, President

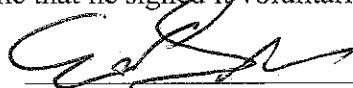
**THE BOARD OF SELECTMEN OF  
THE TOWN OF SHARON**

BY: \_\_\_\_\_  
Richard A. Powell, Chairman

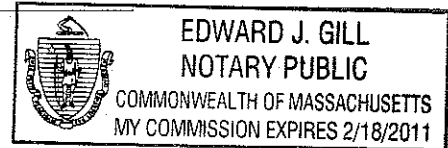
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 17<sup>th</sup> day of November, 2008, before me, the undersigned notary public, personally appeared **Michael T. Intoccia**, President of **OLD POST DEVELOPMENT CORPORATION**, proved to me through satisfactory evidence of identification, which was government issued identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 17<sup>th</sup> day of November, 2008, before me, the undersigned notary public, personally appeared **Richard A. Powell**, Chairman of the **Board of Selectman of The Town of Sharon**, proved to me through satisfactory evidence of identification, which was government issued identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

EXHIBIT A  
DESCRIPTION OF THE SITE

THE RESIDENCES AND VILLAGES AT SHARON COMMONS

Those parcels of land together with buildings, structures and improvements thereon located in Sharon, Massachusetts, described as follows:

**Parcel 1.** That certain parcel of land labeled "Lot 1" on that certain plan of land entitled "Approval Not Required Plan - Land off Old Post Road Sharon, MA (Norfolk County)" dated March 10, 2008 drawn by Coler & Colantonio, Inc. recorded with the Norfolk County Registry of Deeds in Plan Book 579, Page 66. Said Lot 1 contains 10.074 Acres of land, more or less, according to said Plan.

**Parcel 2.** Those two (2) certain parcels of land shown as "Lot C" and the parcel marked "Other Land of Barley and Harvey" on that plan of land entitled "Plan of Land In Sharon" dated April 15, 1964 and recorded at the Norfolk County Registry of Deeds as Plan 419 of 1964, Plan Book 261. Also shown as a 5.2 acre lot (more or less) on a plan of land entitled "Compiled Plan of Land in Sharon, Mass. Scale: 1" = 40' Date: Aug. 12, 1993" by Glossa Engineering, Inc., recorded at the Norfolk County Registry of Deeds as Plan 625 of 1993 in Plan Book 416.

EXHIBIT B  
ARTICLE 4 OF THE TOWN MEETING

ARTICLE 4

OF THE TOWN OF SHARON SPECIAL TOWN MEETING WARRANT

MONDAY, NOVEMBER 17, 2008

7:00 PM

CLEAN VERSION

INCLUDING ALL MODIFICATIONS  
REQUIRED BY THE DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

APPENDIX B  
SHARON COMMONS SMART GROWTH OVERLAY DISTRICT  
DESIGN STANDARDS OF THE PLAN APPROVAL AUTHORITY

The following Design Standards seek to clarify the permitting process by defining expectations of the Plan Approval Authority with respect to site planning; height, bulk and scale compatibility; architectural elements and materials; architectural concept and consistency; human scale; exterior finish materials; project environment; landscaping; signage; surfacing, drainage and curbing; and traffic and pedestrian safety. The General Design Standards are applicable in all Subzones and shall supersede all other standards provided elsewhere in the Zoning By-Law, other than those contained in Section 4900 for the "Sharon Smart Growth Overlay District." The following Design Standards may be waived, in whole or in part, by majority vote of the Plan Approval Authority, as per Section 4913(1) of the Zoning By-Law.

PART ONE  
GENERAL DESIGN STANDARDS

The following design standards apply to all lots in the Smart Growth Overlay District.

I. SITE PLANNING

- A. **Site Design.** To the extent practicable, land shall be preserved in its natural state by minimizing tree and topsoil removal and restricting the limits of work to the smallest practicable area. All pedestrian entrances shall be enhanced by a landscaped area consisting of some combination of trees, grass, shrubs and flowers as may be appropriate for the space. A continuous pedestrian pathway shall link all common pedestrian entrances with each other and to adjacent streets. Open spaces shall include features such as benches, tables and hardscape elements.
- B. **Public Ways.** Streets providing frontage for lots in the Smart Growth Overlay District shall meet requirements of the Planning Board's Rules & Regulations for the applicable class of street. Streets not providing proper pavement, walkways, or utilities shall be upgraded prior to building permit issuance or shall be upgraded prior to certificate of occupancy issuance with completion secured by a proper surety provided in accordance with Planning Board practice for subdivision streets.

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EXHIBIT C  
ARTICLE 5 OF THE TOWN MEETING

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**ARTICLE 5**

To see if the Town will vote to amend the Sharon Zoning By-Law by making the following changes thereto:

In Section 4900, entitled "Sharon Commons Smart Growth Overlay District, Subsection 4903, entitled "Overlay District," Number 1, entitled "Establishment," make the following amendments:

- A. Delete "10.19 acres" in the first sentence of said Subsection, and replace same with "12.29 acres."
- B. Delete the phrase "Assessor's Map 47, Lot 37" in the first sentence of said Subsection, and replace same with

EXHIBIT D  
DESCRIPTION OF SCHOOL FIELD LIGHTS TO BE INSTALLED

EXHIBIT E  
DESCRIPTION OF SIDEWALKS TO BE INSTALLED

**TOWN OF SHARON**  
**DEPARTMENT OF PUBLIC WORKS**  
217 REAR SOUTH MAIN STREET  
P.O. BOX 517  
SHARON, MASSACHUSETTS 02067  
TEL. (781) 784-1525 FAX (781) 784-1508

ERIC R. HOOPER, P.E.    PETER M. O'CAIN, P.E.    JOSEPH X. KENT    MARIE CUNEO  
SUPERINTENDENT    ASSISTANT TOWN ENGINEER    INSPECTOR OF BUILDINGS    BUSINESS MANAGER

**MEMORANDUM**

TO:            Board of Selectmen  
                Richard Powell, Chair

FROM:         Peter O'Cain, P.E., Town Engineer

DATE:         November 6, 2008

SUBJECT:      Costs Associated with the Repaving of Sidewalks on Laurel Road and Mitchell Street

Dear Board Members:

The Engineering Division of the Sharon Department of Public Works has reviewed the condition of and costs associated with repaving sidewalks on Laurel Road and Mitchell Street.

Laurel Road currently has sloped granite curbing and bituminous concrete sidewalks. The road has sidewalks on both sides of the roadway between Old Post Road and Mitchell Street. The total cost for repaving Laurel Road from Old Post Road to Mitchell Street will be approximately \$104,000. The price estimated includes removal of the existing asphalt, repaving 3-inches of bituminous concrete and loam and seeding any damaged lawn areas.

Mitchell Street has no existing curbing and therefore, will be more expensive per foot of sidewalk. If bituminous curbing is used, the cost will be approximately \$21,000 for 150 feet of sidewalk repaving on both sides of the road. The estimated cost includes removal of existing concrete, installation of bituminous concrete upright curbing, repaving 3-inches of bituminous concrete and loam and seeding lawn areas as required. The total cost to pave the sidewalks from the Old Post Road end of Laurel Road to Mitchell Street and 150 feet of sidewalk from Mitchell South towards South Main Street will cost approximately \$125,000.