

**SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

Brickstone Sharon, LLC, a Massachusetts limited liability company (the “Developer”) and the Town of Sharon, acting by and through its Board of Selectmen (the “Town”) enter into this Second Amendment to Development Agreement as of the ____ day of _____, 2009 (the “Second Amendment”).

WHEREAS, the Developer and the Town and for those provisions specifically enumerated, the Sharon Conservation Commission, entered into a Development Agreement dated as of May 2, 2007;

WHEREAS, the Developer and the Town amended the Development Agreement by a First Amendment to Development Agreement by and between the Developer and Town dated January 27, 2009 (the “First Amendment”);

WHEREAS, the Development Agreement, as amended by the First Amendment, is referred to herein as the “Agreement”

WHEREAS, the Developer and the Town each desire to clarify and/or amend certain provisions of the Agreement; and

WHEREAS, these changes or amendments do not concern Section 6.2 of the Agreement and therefore do not require the assent to this Second Amendment by the Conservation Commission.

NOW THEREFORE, in consideration of the commitments contained herein and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, the Developer and the Town (sometimes referred to together as the “parties”) hereby agree to amend the Agreement as follows:

1. Replace the Exhibit A-1 first referenced in the introductory paragraph with the Exhibit A-2 attached hereto. All references to Exhibit A-1 in the Agreement shall be deemed to reference Exhibit A-2. (*updates Site Plan*)
2. Replace the Exhibit D-1 and Exhibit D-2 first mentioned in existing Section 3.3(a) with the Exhibit D-3 attached hereto. All references to Exhibit D-1 or D-2 in the Agreement shall be deemed to reference Exhibit D-3. (*update waterline exhibit depicting water line to Coach Lane with exhibit depicting waterline from access drive to Coach Lane and Boulder Lane*)
3. In Section 3.3(a), delete the text following “(a)” up to Section 3.3(b):” and insert in place thereof the following:

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“an 8-inch diameter CLDI water line, with appropriately spaced fire hydrant assemblies and line valves, as reasonably approved by the Town Fire Chief, extending through the Site down the Project access drive to a line terminus at the Property boundary at Bay Road, as generally depicted on Exhibit D-3, attached hereto and incorporated as if fully set forth herein. Provided the Town has secured the necessary rights and easements in order to extend the waterline from the access drive terminus to and within Coach Lane and to Boulder Lane either (i) through Bay Road, or (ii) along the Sharon property of third parties abutting Bay Road (both waterline routes as depicted on Exhibit D-3) on or before one (1) year after the site plan approval is obtained for the Project, the Developer will construct such waterline up Bay Road to and within Coach Lane and to Boulder Lane. The Developer’s obligation to construct the waterline from the Project access drive up Bay Road to and within Coach Lane and to Boulder Lane shall remain in effect until one (1) year after site plan approval for the Project. In the event it is not feasible to construct such waterline up Bay Road from the Project access drive, the Developer will give the Town written notice of its intent to not so construct no earlier than one (1) year after receipt of site plan approval for the Project. Upon delivery of such notice, the Developer’s sole obligation shall be to construct the waterline down the Project access drive to a line terminus at the Property boundary at Bay Road, as generally depicted on Exhibit D-3.

If, after receipt of the notice mentioned in the preceding sentence, the Town permits, funds and undertakes construction of an “intermunicipal” waterline down the length of Bay Road, the Developer will pay to the Town \$376,210.00 upon commencement of the Town’s construction of said waterline (the “Intermunicipal Waterline”). Alternatively, if the Town extends the waterline from the terminus on the Project access drive through easements along Bay Road to and within Coach Lane and to Boulder Lane, the Developer will pay to the Town \$376,210.00 upon commencement of the Town’s construction of said waterline (the “Easement Waterline”). Upon completion of construction of the Intermunicipal Waterline or Easement Waterline, if constructed, the Town shall provide to the Developer a certification of the actual reasonable costs of construction. If the certified cost is less than \$376,210.00, the Town shall return to the Developer the amount of the difference between \$376,210.00 and the actual reasonable cost. If the certified cost exceeds \$376,210.00, the Developer shall pay to the Town the amount of such actual reasonable costs in excess of \$376,210.00 up to a maximum of \$18,811.00.

In addition to the foregoing payment of \$376,210.00, as may be adjusted, in the event the Town constructs either the Intermunicipal Waterline or Easement Waterline, the Developer shall pay to the Town \$56,000.00 upon commencement of construction to be used to reimburse homeowners for the costs of construction. The obligation in this Section 3.3(a) for the Developer to pay to the Town \$376,210.00, as may be adjusted pursuant to the above, and \$56,000.00, if certain conditions are satisfied, shall terminate on the date that is five (5) years from the final certificate of occupancy for the Project (or, in any event, ten (10) years from the initial building permit for the Project). The Developer shall not be obligated to pay such \$376,210.00, as maybe adjusted pursuant to the above, or \$56,000.00, if certain conditions are satisfied, if (i) it does not proceed with construction of the Project; or (ii) it constructs a waterline from the access road to and within Coach Lane and to Boulder Lane.

The construction of the Project access drive waterline to a line terminus at the Property boundary at Bay Road shall commence no later than six (6) months prior to issuance of the first

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certificate of occupancy for the Project and such waterline shall be constructed prior to issuance of the first certificate of occupancy for the Project.

Provided the Town constructs the Intermunicipal Waterline, it agrees to connect such Intermunicipal Waterline to the waterline in the Project access drive. The amount of \$56,000.00 described in this Section 3.3(a) is to be used by the Town to reimburse the homeowners listed in the last paragraph of Section 3.3(a) upon receipt of bills for the actual reasonable cost of connection for an average of \$3,500 per home (such \$56,000.00 amount representing the sum of the number of homes described in the last paragraph of this Section 3.3(a) multiplied by the average of \$3,500 per home). If the aggregate costs of connection are less than \$56,000.00, the Town shall return any unused funds to the Developer.

The Developer's obligation to extend a water line beyond its property line is contingent upon the Town obtaining appropriate easements from private parties either through negotiations or, if required, through the use of the Town's powers of roadway acceptance or eminent domain all in accordance with applicable law. Subject to the limitations contained in this Section, the cost of any such easement and/or eminent domain action shall be paid for by the Developer provided, however, that the Town shall agree not to purchase any such easement for more than \$3,500 without the written approval of the Developer. However, the Town may purchase an easement(s) for the Intermunicipal Waterline alternative, if constructed, for up to the aggregate cost of the easements required for the properties fronting on Bay Road for the Easement Waterline alternative. The amount of said costs and the form, substance and technical and financial feasibility of the easements and easement locations will be subject to the reasonable approval of the Developer. If the Developer constructs a waterline from its access drive to and within Coach Lane and to Boulder Lane, the Developer shall install taps and curb stops in front of each existing home abutting such main necessary to connect to Town water. Subject to the provisions of the following paragraph and Articles 7 and 9, any connection to such tap or curb stop shall be at said property owner's cost.

In connection with the above described water line to and within Coach Lane and to Boulder Lane, the Water Department and Board of Selectmen agree to waive all connection fees for the existing houses located on the properties identified as 2 Coach Lane (Burr), 4 Coach Lane (Weinstein), 2131 Bay Road (MacInnis), 2111 Bay Road (Hogan), 1 Coach Lane (Apse), 1 Boulder Lane (Tarasenko), 2 Boulder Lane (Kurland), 5 Boulder Lane (Huh), 9 Boulder Lane (Kamara), 1999 Bay Road (Belsky) 2019 Bay Road (Jean), 2171 Bay Road (Peres), 2191 Bay Road (Mehregan), 2231 Bay Road (Kogan), 2091 Bay Road (Hunt), and 2039 Bay Road (LeClaire) provided that the property owner consents to connect contemporaneously with the water main installation. Provided the Developer is installing the waterline(s) in Coach Lane and to Boulder Lane described in this Section 3.3(a), the Developer agrees to promptly reimburse upon receipt of bills (but shall not be required to perform the work) the actual reasonable cost of connection for the homes enumerated above, but in any event not to exceed an average of \$3,500 per home. The Developer shall have no obligation to perform the connection work described in this Section 3.3(a). The water improvements described in Section 3 to be transferred to the Town shall be donated or, if Town Meeting and the Legislature have taken any necessary steps to create an assessment district consisting of the Site, the Town shall purchase the water improvements." *(reflects current waterline proposal)*

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4. In the first sentence of Section 3.4, delete the two occurrences of the words “or lines”. *(reflects current waterline proposal)*
5. In Section 5.1(a)(ii), delete the words after “\$325,000.00” and insert in place thereof the following:

“—Paid”

6. In Section 5.1(c), insert at the end of the existing last sentence the following:

“and shall conform to the scope of work attached as Exhibit M.” *(clarifies design scope of fire sub-station)*

7. In Section 5.1(c), insert as a new last sentence the following:

“The Developer shall provide septic and water service to the fire sub-station as described in Exhibit M with electrical service to be provided by a NSTAR.” *(clarifies design scope of fire sub-station)*

8. Replace Exhibit H-1 with the Exhibit H-2 attached hereto. All references to Exhibit H-1 in the Agreement shall be deemed to reference Exhibit H-2. *(updates privately restricted area plan to reflect updated site plan)*

9. Insert as a new Section 8.3 as follows:

“Mountain Street Construction and Site Preparation Access: The parties acknowledge and agree that the Developer has worked to approximately “balance” the earthwork (cuts and fills) on the Site, which will limit truck traffic on and off the Site of export and import materials. The parties further acknowledge and agree that the bridge crossing to Bay Road and the access drive to Bay Road should be constructed from Mountain Street to Bay Road in a west to east progression. Accordingly, Mountain Street may be used for construction and site preparation access to and from the Site as described in this Section 8.3.

The Developer may use Mountain Street for access and egress to and from the Site for a period of three (3) years commencing upon the date the Developer first desires to use Mountain Street for construction access. The Developer shall provide a written notice to the Town, not to be delivered prior to receipt of a building permit for the Project, notifying it of the first date it desires to use Mountain Street and the three (3) year period shall run from the date identified in such notice. During this three year period, the Developer will use all reasonable efforts, subject to Permitted Delays, to open the Project access drive to Bay Road within eighteen (18) months from the date identified in the written notice, or as soon as reasonably possible. Once the access drive to Bay Road is completed to a sufficient extent that a binder course can be laid, all construction vehicles in excess of six (6) wheels (the “Construction Vehicles”) subject to the truck route described in Exhibit N shall utilize the Bay Road access drive exclusively, subject to Permitted Delays, during which time they may utilize Mountain Street as provided in Exhibit N.

Permitted Delays.

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In the event that the Developer is delayed or prevented from proceeding with the all or a portion of its work by any of the following events (herein a “Permitted Delay”), the time in which Developer has to construct the access drive, and the time in which Developer may use Mountain Street for access to and from the Site by Construction Vehicles subject to the truck route described in Exhibit N, shall be extended for the length of time the Permitted Delay causes delays in the performance of its work or portion thereof, but in no event shall Permitted Delays extend the time during which Mountain Street may be used for construction access beyond three (3) years from the date identified in the above written notice is given pursuant to the above:

1. an “act of God” meaning for purposes of this Agreement an event outside of human control, such as sudden floods, fire, earthquake, severe ice or snow storms, hurricanes, or other natural disasters, for which no one can be held responsible. That is, an unforeseen, naturally occurring or naturally caused event that is unavoidable; or
2. an act of force majeure, meaning for purposes of this Agreement, an extraordinary event or circumstance beyond the control of the Developer such as war, invasion, riot, civil war, rebellion, revolution, insurrection, terrorist activities, blockage, embargo, strikes, lockouts or other labor disputes, interruption or failure of electricity, roadway failure, legislative action, or crime, or
3. Conditions or restrictions imposed upon the Developer during or after any local or State permit or approval process that prevent the Developer from prosecuting its work in an unrestricted manner with a six day work week with normal construction hours of 7:30 AM to 5:30 PM. Local or State permits or approvals shall include, but not be limited to permits and approvals by the Sharon Zoning Board of Appeals, Planning Board, Board of Selectmen, Board of Health or Conservation Commission and the Commonwealth’s Natural Heritage office within the Fish and Wildlife Department.
4. Litigation, appeals or permit actions commencing after the Developer has commenced the work.

Mountain Street Traffic Plan. The plan for temporary use of Mountain Street for construction and site preparation access to and from the Site shall be as described in Exhibit N attached hereto.

Site Plan Approval. The Board of Selectmen and Developer acknowledge and agree that the Project, including issues concerning construction access, is subject to site plan review by the Zoning Board of Appeals. The Board of Selectmen further acknowledge and agree that the issue of construction access to the Site (including the use of Mountain Street) has been peer reviewed by responsible, third-party professional engineers and other experts and subject to the restrictions in this Agreement find the mitigation proposed for Mountain Street reasonable and appropriate to mitigate any impacts from such use.

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Other Work On and Off Mountain Street. The parties acknowledge that the use of Mountain Street, unrelated to construction access to the Site and not restricted for duration, is required for incidental information gathering for preparing permit and approval applications, including geotechnical or monitoring well installation on Site, and the construction and installation of water improvements and fire substation work performed on Mountain Street. (*Mountain Street construction access*)

10. Insert at the end of Section 11.17 the following:

“The Selectmen agree to work cooperatively with the Developer to establish a finance district consisting of the Site, which finance district may allow the issuance of bonds to fund the construction of the water improvements described in Article 3 and the fire-substation described in Section 5.1(c). The bonds would be repaid by an extra property tax assessment against the Site and no other property in Town. The finance district may require approval by Town Meeting and the State legislature.” (*finance district*)

11. Capitalized terms not defined in the Second Amendment shall have the definitions provided in the Agreement.
12. To the extent there are any conflicts between the Agreement and the Second Amendment, the provisions of the Second Amendment shall control.
13. The Agreement, as modified by the Second Amendment, is hereby ratified and confirmed and all references to the Development Agreement shall mean the Development Agreement as modified by the Second Amendment.

EXECUTED under seal as of the date and year first above written.

[signatures on next following pages]

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BRICKSTONE SHARON, LLC

By: _____

Name: John Kusmiersky
Its: Managing Member
Hereunto Duly Authorized

TOWN OF SHARON BOARD OF SELECTMEN

By: _____

Name: Richard Powell
Its: Chair
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of _____, 2009, before me, the undersigned notary public, personally appeared John Kusmiersky, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the Managing Member of Brickstone Sharon, LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of _____,

EXHIBIT A-1

[updated Site plan attached]

EXHIBIT D-3

[Updated Plan of Water line running through Site down access drive to Site boundary and down Bay Road to Coach Lane and Boulder Lane attached]

EXHIBIT H-2

[Updated plan showing areas of 36 acres to be privately restricted attached]

EXHIBIT M

[Fire Sub-Station Design Criteria]

To mitigate the impacts of the Project on the Town’s infrastructure, the Developer shall design, permit, and construct a public water service pump house and a fire sub-station in accordance with this Exhibit M and Section 5.1(c). The pump house will house the public water pumps, which may include up to four (4) pumps, and supplemental equipment associated with the high pressure district to be constructed by the Developer as referenced in Section 3.2. Upon completion of the Developer’s Work (described below) and as described in the Agreement, the Developer shall donate the fire sub-station to the Town as a gift, or, if Town Meeting and the Legislature have taken any necessary steps to create an assessment district consisting of the Site, the Town shall purchase the fire sub-station.

The following scope of work will be performed by the Developer to complete the construction of the shell building. Fit out and occupancy is to be performed by the Town. Town agrees to cooperate in obtaining all necessary permits and approvals and, if requested by the Developer, shall join in applications for permits and approvals as the owner or applicant.

Developer’s Work

- Design – conceptual, design plans, and construction drawings based on a building program generated by the Town in accordance with this Exhibit M and Section 5.1(c).
- Permitting – obtaining necessary permits and approvals for construction of the improvements that are the Developer’s responsibility as described in Section 5.1(c) and this Exhibit M.
- Sitework – clearing, grading, stormwater management, parking and drive paving, sidewalks, and minimal landscaping.

Utilities

- If the fire sub-station is to be metered with the pump house structure containing the water pumps, electric utility overhead wire service to be brought to the site by NSTAR Electric via coordination by the Developer.
- Sanitary sewer utility – small on-site septic system with disposal field designed and constructed per Title V rules and regulations,
- Water utility – connection made from public waterline extension sized to adequately accommodate the bathroom and kitchen facilities.

Fire Sub-Station Building and Systems

- Structure – one story, non-combustible construction of a two garage bay, three room building of up to 7,000 square feet, either, at the Developer’s election,

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combined with or separate from the pump house structure containing the water pumps. Walls installed to demise three interior rooms. Flat roof over core with sloped roof over garage bays. Slab on grade with shallow spread footings.

- Mechanical – indoor floor mounted thermostat controlled split system heat pump with outdoor ground mounted condensing unit for adequate space heating and cooling of the core building. Electric fan units for heat in garage. Single electric powered hot water heater. All necessary power, plumbing, and ductwork. Carbon monoxide detection.
- Electrical – power taken from pole to breaker box. Electric wiring installed to Code required outlet locations. Low voltage conduit installed within walls. Interior ceiling lighting. Outlet jacks and cover plates. Electric switches with plates.
- Plumbing – piping for domestic water installed from water meter throughout building. Sanitary piping disposal from sinks, floor drains in bays, toilet, and shower connected to septic system.
- Finishes – exterior doors and windows, two garage bay overhead doors, interior hollow wood doors, treated concrete floor slab, ceiling grid and tile, and painted drywall. Exterior material to be split faced block and/or painted CMU.
- Interior finishes – sinks, cabinetry in kitchenette and bath, shower, toilet.

When the above Developer's Work has been completed, the Developer will offer the fire sub-station to the Town as a gift (subject to the Developer's reservation of access rights it deems necessary to complete and/or operate its Project), at no cost to the Town, or, if Town Meeting and the Legislature have taken any necessary steps to create an assessment district consisting of the Site, the Town shall purchase the fire sub-station. Following the transfer of ownership of the fire sub-station to the Town, the Town may undertake at its own expense the following work, which is excluded from Developer's Work:

- Gas, cable television, telephone service to and within the fire sub-station. If the fire sub-station is to be separately metered from the public water pumps, electric utility overhead wire service to be brought to the site by NSTAR Electric via coordination by the Town as customer.
- Domestic water meter.
- Grease traps and/or tight tanks.
- Furniture, fixtures, and equipment.
- Domestic appliances.
- Carpet and flooring.

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- Fire Department supplied items.
- Shelving, hangers, storage, lockers.
- Communication equipment and antennas.
- Firefighting equipment and gear, including vehicles.
- Vending.
- Meaning and intending that all customary fit out costs and expenses are the responsibility of the Town.
- Certificate of occupancy.

EXHIBIT N

[Mountain Street Access Plan]

Use of Mountain Street for construction and site preparation access to and from the Site shall be utilized by implementing a Construction Management Plan to be reviewed and approved during the site plan approval process, subject to the receipt of all necessary permits and approvals for the implementation of such Plan.

The Construction Management Plan shall incorporate the following measures:

- A. General: For construction traffic generally, the following mitigation measures will be implemented:
1. Full or partial street closures will be avoided to the extent possible. Should a partial street closure be necessary in order to transport or off-load construction materials and/or to complete construction –related activities, the closure, to the extent possible, will be limited to off-peak periods so as to minimize the impact on vehicles and pedestrians.
 2. The safety-related improvements detailed in the September 2008 Traffic Impact and Access Study prepared by Vanasse & Associates, Inc., attached hereto as Exhibit K-1, that were identified for the intersections of Mountain Street at Morse Street, East Street at Billings Street and Massapoag Avenue at East Street and Quincy Street will be completed in conjunction with the construction phase of the Project.
 3. Secure fencing and protection will be provided in on-site areas affected by construction to protect nearby pedestrian and vehicular traffic.
 4. Implement a Traffic Demand Management Plan including the following:
 - Secure on-site storage will be provided for tools and equipment in an effort to minimize construction-related vehicles trips to the Site.
 - Construction worker parking will be provided on the Site and prohibited along adjacent roadways.
 - Contractors working on the Project will be encouraged to subsidize the purchase of MBTA *Charlie Cards* for qualified employees to the extent allowable under IRS regulations in order to encourage use of public transportation (Commuter Rail) and reduce construction-related traffic.
 - The General contractor will be encouraged to offer a shuttle service between the Site and the Sharon Center Commuter Rail Station.
 - Contractors working on the Project will be encouraged to implement a carpool/vanpool program.

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5. Construction Vehicles will be restricted from use of Mountain Street near the Sharon Middle School during the morning and afternoon Middle School peak traffic hours.
 6. Watermain installation on Mountain Street between Morse Street and the Project Site entrance on Mountain Street shall be coordinated with the vehicle use of Mountain Street.
- B. Roadway Safety Improvements: For construction access along Mountain Street, where the cross-section of Mountain Street narrows to 16 to 18-feet between Sherwood Circle and the unpaved portion of Mountain Street, the following mitigation will be implemented:
1. Vegetation located within the public right-of-way will be trimmed and maintained in order to improve sight lines and provide a clear zone area adjacent to the edge of the travelled-way.
 2. Edgeline pavement markings will be provided along both sides of the roadway in order to clearly delineate the edge of the travelled-way.
 3. “Road Narrows” warning signs in conjunction with travel speed advisory signs (20 mph suggested) will be placed in advance of the narrowed cross-section in order to inform motorists of the change in the roadway width. These signs will be accompanied by reflective markers installed along the edge of the travelled-way in the transitional areas to the pavement reduction in order to provide positive guidance for motorists.
 4. “Pavement Ends” warning signs will be installed in advance of the termination of the paved section of Mountain Street.
 5. Signs and pavement markings along Mountain Street between East Street and Bay Road will be reviewed, maintained, replaced and supplemented as necessary.
 6. Until the Bay Road access drive is completed, as described in Section 8.3, and subject to Permitted Delays, a truck route and plan for Construction Vehicles to access and egress the Site is established as follows:
 - For inbound Construction Vehicles, all such trucks shall access the Site via Bay Road to Wilshire Drive to Hampton Road to Mountain Street, except during the hours of ___ to ___ AM and _____ to ___ PM on days when school is in session, during which times such inbound vehicles shall access the Site via Bay Road to Deerfield Road to Hampton Road to Mountain Street.
 - For outbound Construction Vehicles, all such trucks shall egress the Site via Mountain Street to Hampton Street to Deerfield Road to Bay Road.
 - Preference shall be given to Construction Vehicles accessing the Site. Construction Vehicles approaching the Site will radio or call a dispatcher on Site. The dispatcher will hold on Site any Construction Vehicles seeking to egress the Site until any such inbound vehicle has cleared the

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section of Mountain Street between Hampton Road and the Site. Once such section is clear of inbound Construction Vehicles, any on Site Construction Vehicles can be released.

- Monitors will be stationed at Bay Road at Wilshire Drive; Deerfield Road at Hampton Road; and Hampton Road at Mountain Street. Such monitors will be positioned to monitor the safe utilization of these roadways by Construction Vehicles. In addition, such monitors will have the ability to contact the on Site dispatcher to confirm inbound Construction Vehicle numbers and locations.
- Signage shall be installed along Wilshire Drive, Deerfield Road, Hampton Road and Mountain Street identifying them as the Project truck route and restricting Construction Vehicles from using Wilshire Drive between the hours of ___ to ___ AM and ___ to ___ PM when school is in session.
- The on Site dispatcher will also monitor school busses and non Project construction related trucks that travel north on Mountain Street by the Site. The dispatcher will contact the monitor stationed at Hampton Road and Mountain Street to alert them of such northbound truck. The monitor will hold any inbound Construction Vehicle at the intersection of Hampton Road and Mountain Street until such northbound non-Project construction related truck passes Hampton Road.

C. Roadway Upgrades: For construction access along the unpaved portion of Mountain Street, the following mitigation will be implemented:

1. The gravel surface of the roadway will be maintained with densely graded base (DGB) material and regraded on a periodic basis as may be necessary to maintain the travel surface. Subject to approval by the Zoning Board of Appeals during site plan approval and, as necessary, the Planning Board, a six inch thick layer of crushed stone shall be installed on the unpaved segment of Mountain Street between the end of pavement and the Site entrance, where needed for roadway stability. Supplemental stone shall be added as needed to maintain a smooth and stable all weather surface. The crushed stone surface shall have a typical width of 22 feet, except where trees over four inch caliper would have to be removed. In locations where trees over four inch caliper would have to be removed, the width of the crush stone surface shall be established as directed during the site plan approval process and, as necessary, the Planning Board. The crushed stone surface shall have a minimum width of 18 feet.
2. An initial rehabilitation of the gravel roadway surface will be undertaken prior to the commencement of construction activities, including the replacement and recompaction of the gravel surface, as may be necessary.
3. Dust control measures will be implemented, as may be necessary, including application of water to the crushed stone surface.

D. Additional Materials: The Developer will also prepare for review during the site plan approval process, the following additional materials:

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1. Prepare a detailed plan evaluating the feasibility of possible modifications to the segment of Mountain Street between Sherwood Circle and the Sharon Hills driveway, including selective brush and tree pruning under the direction of a licensed arborist in order to avoid damage to significant public shade trees and maintain the rural character of this portion of Mountain Street.
2. Prepare a detailed plan evaluating the feasibility of modifications to the segment of Mountain Street between the Sharon Hills driveway and the intersection with Bay Road at the Townline including the following:
 - a. Supplementing and regrading the roadway within the existing right-of-way to improve vertical sight distance limitations; and
 - b. Spot clearing and realigning Mountain Street to improve horizontal sight distance limitations.
3. Prepare a plan evaluating Wilshire Drive, Deerfield Road and Hampton Road to identify spot improvements to improve sight distance and safety and to recommend revised speed limits, including, where appropriate, separate speed limits for Construction Vehicles. Implementation of any improvements shall be subject to site plan approval by the Zoning Board of Appeals and any other authorities having jurisdiction.

Should it be desired by the Town, and if approved by necessary authorities, the mitigation measures described in this Exhibit N installed to mitigate Project Construction Vehicle use, will be removed after Project related construction has ended.