

**Project Coordination Agreement
by and Between
The Sandwich Stump Dump, Inc
and
The Rehabilitation Hospital of the Cape and Islands**

1. The Rehabilitation Hospital of the Cape and Islands ("RHCI") is an immediate abutter to Sandwich Stump Dump and is in the process of constructing a 60 bed rehabilitation hospital to be operated under license from the Massachusetts Department of Public Health. The RHCI project is the subject of a DRI permit issued by the Cape Cod Commission (the "Commission"). The Sandwich Stump Dump, Inc. (the "Stump Dump") is entering into a settlement agreement with the Cape Cod Commission (the "Settlement Agreement") which will allow for the construction and operation of a transfer station for recyclable material and demolition and construction waste.

2. As a result of its mission to serve patients from throughout Barnstable County with catastrophic illnesses and injuries, RHCI has unique and specialized concerns regarding noise levels, air emissions and visual impacts created or caused by the Stump Dump project and must be adequately informed and have an opportunity to address the impacts upon its facility and patients. The Stump Dump and RHCI have consulted on these matters, and have agreed to the following:

A. The Stump Dump shall prepare and submit to the Commission and RHCI a

route and operations plan which shall show the direction of travel internal to the project and locations for entry, exit, waiting areas, loading and offloading of trucks at the Stump Dump. The Stump Dump will follow this plan, and, in particular, will not utilize the gravel area located behind the transfer station building for any purpose, except for emergency access.

B. The Stump Dump agrees to deliver copies to RHCI of all materials, documents and filings concerning the Project which it may file with the Commission subsequent to the implementation of the settlement agreement, including, but not limited to, the materials called for under conditions 6 and 14 of the Settlement Agreement reasonably in advance of filing such materials with the Commission. RHCI shall be given an opportunity to provide comments to the Commission and the Applicant, which shall be submitted to the Commission by the Stump Dump prior to approval of any such materials or submissions. To the greatest extent feasible, the Stump Dump shall prepare such materials in a manner to limit impacts upon the RHCI property.

C. The Applicant shall provide RHCI with copies of any and all future filings with any state agency or the Town of Sandwich relating to the Project or its operation.

D. The Stump Dump shall use no exterior lighting after normal closing hours, except the minimum necessary for appropriate security.

E. In the event of any proposed change in operations of the Stump Dump in the future, including but not limited to asphalt/concrete crushing, RHCI shall be given notice and the Applicant agrees to meet with RHCI to discuss possible impacts upon RHCI's property and operations, as well as appropriate mitigation, if necessary.

F. Stump Dump will deliver to RHCI copies of any and all monitoring test results and associated reports and analysis which it is required to provide to the Commission in accordance with conditions 27 and 28 of the Agreement. RHCI will provide, upon request, copies of any groundwater monitoring test results RHCI is required to deliver to the Cape Cod Commission.

G. Stump Dump will coordinate and cooperate with RHCI regarding the placement and form of signage required under condition 7 of the Agreement.

H. The Stump Dump and RHCI have agreed upon a noise and visual abatement program which provides for the following:

(i) Stump Dump will construct an extension of the 10 foot tall berm located to the west of the Transfer Station building to a point parallel to the Northwestern corner of the two story office building located on the Stump Dump property. Such extension shall not involve removal of trees or shrubs from vegetated open space.

(ii) At any time following commencement of operations by the Stump Dump of the Transfer Station, RHCI may notify the Stump Dump in writing that Stump Dump operations are having an objectionable impact upon the Hospital due to noise levels, visual impact or air-borne emissions. Upon receipt of such notice, Stump Dump will conduct such tests, analysis and studies (which shall at a minimum include findings, proposed abatement and an implementation schedule) as it deems appropriate, and will provide same to RHCI within 60 days following such notice. RHCI and the Applicant shall meet within 30 days thereafter to review and agree upon an abatement program and schedule for implementation. In the event that RHCI and the Applicant can not agree upon an acceptable abatement program within 30 days, RHCI may require, in RHCI's sole discretion, that the Stump Dump construct an acoustical barrier or solid fence no less than 15 feet in height on top of and along the entire length of the berm as extended and described in (i) above. Such acoustical barrier or fence shall be completed with 90 days following notice from RHCI. RHCI and the Applicant may agree upon the implementation of alternative measures and abatement techniques, including but not limited to operational changes or planting of additional vegetation. All costs associated with the studies, construction of the acoustical barrier fence or implementation of other abatement shall be paid for by the Stump Dump.

(iii) In the event that RHCI shall decide in the future to utilize any portion of the RHCI property for construction of additional facilities, the Stump Dump and RHCI agree to jointly conduct such testing, studies and analysis as may reasonably required

to determine the noise and visual impacts of the Stump Dump facility upon such proposed facility. The applicant and RHCI shall then meet and determine appropriate abatement and mitigation of noise or visual impacts to allow RHCI to utilize the RHCI property for health care and related uses, as well as the division of the costs associated with such abatement or mitigation. In the event that the Stump Dump and RHCI can not reach agreement within 90 days following notice from RHCI, RHCI and the Applicant agree to participate expeditiously in Alternative Dispute Resolution.

I. The foregoing conditions relating to RHCI shall be included as conditions of any approval granted to the Applicant by the Department of Environmental Protection pursuant to 310 C.M.R. Sections 19.038 or 19.080.

3. A copy of this Agreement shall be recorded with the Settlement Agreement, and in conformance with the terms of this Agreement, shall be a condition of the Settlement Agreement.

Agreed and accepted this ____ day of July, 1995

Sandwich Stump Dump, Inc.

By Fred [Signature]
8/23/95

The Rehabilitation Hospital of the Cape and Islands

By Carol B. Levy

76317_1.WP6