

NEEDHAM PLANNING BOARD MINUTES

January 20, 2015

The regular meeting of the Planning Board held in the Charles River Room, Public Services Administration Building was called to order by Martin Jacobs, Chairman, on Tuesday, January 20, 2015 at 7:10 p.m. with Messrs. Eisenhut and Warner and Ms. McKnight as well as Planning Director, Ms. Newman and Recording Secretary, Ms. Kalinowski.

Major Project Site Plan Special Permit No. 2014-11: French Press, LLC, 45 Chapel Street, Needham, MA, Petitioner (Property located at 74 Chapel Street, Needham, MA).

Mr. Jacobs noted this is a de minimus change request. The Board has a letter, dated 1/17/15, from Raji Spenser, Proprietor, outlining the request. Mr. Spenser stated in discussions with the owners of 1451 Highland Avenue what they would like to do is determine the correct location for the dumpsters and the size of the bins. The applicant wants to make sure the dumpsters are not too close to Highland Avenue or Chapel Street and that the number and size of the bins are appropriate. There is a little more study to be done but the applicant wants to start building in the interim in order to not delay the opening and to keep on schedule. He stated the applicants are requesting this be shifted from the building permit phase to the occupancy phase. Mr. Jacobs noted it was at the proprietors risk if the issue is not resolved.

Upon a motion made by Ms. McKnight, and seconded by Mr. Warner, it was by the four members present unanimously:

VOTED: to find this proposed amendment to Special Permit No. 2014-11 to be de minimus and that the Board approves the requested change to provide the requirement of the trash enclosure be resolved prior to the occupancy permit.

A motion was made to waive the filing fee. Mr. Eisenhut asked what the Planning Directors view on this request was. Ms. Newman noted this application did not take a lot of staff time and it could have been anticipated originally. Ms. McKnight stated she is not inclined to grant the waiver. She noted some applications take more time than others. She commented it would be fine if the Board had made a mistake. Mr. Eisenhut agreed.

Upon a motion made by Mr. Warner, and seconded by Mr. Eisenhut, it was by the four members present unanimously:

VOTED: to deny the request for a waiver of the filing fee.

Correspondence

Mr. Jacobs noted there were some reprints of Boston Globe articles and some ZBA copies of decisions. Ms. Newman noted an Op Ed article, dated 1/9/15, regarding Rockwood Lane.

Public Hearing

7:00 p.m. – Article 1:PB Amend Zoning By-Law – Registered Marijuana Dispensaries.

Mr. Jacobs reviewed what is being proposed, how it is now, and noted he will open it for comments. Ms. Newman stated the proposed amendment would allow for a medical marijuana dispensary and for the sale of medical marijuana to happen by Special Permit in 3 zoning districts with a 1,000 foot setback from sensitive uses. Dispensaries could be allowed in Industrial 1, Mixed Use 128 and Highland Commercial/128 Districts subject to some restrictions. Dispensaries will not be allowed in the same building as a daycare.

Mr. Jacobs noted the way things are now, under the current zoning, there is a use category in the current zoning that is defined as follows: any lawful purpose or special use not enumerated elsewhere in this By-Law is allowed by Special Permit in the Industrial Zone, Industrial 1 Zone and the Business District. The Board feels a Medical

Marijuana Dispensary (RMD) is a lawful purpose not enumerated elsewhere in the By-Law. He stated the reason for the change is this is going to be a regional business. It makes sense for it to be near, or at, the 128 interchange so that customers could easily access. Ms. Newman stated if there is no zoning by-law provision the standard in the Massachusetts Department of Public Health regulations are used and a 500 foot setback is followed and would render portions of those districts as not available. She stated as a practical matter that would only make available a small portion of the Industrial District.

Mr. Jacobs noted the state standard by default is a 500 foot buffer between where children congregate and an RMD. He stated the Board has changed that to a 1,000 foot buffer. He noted the following correspondence for the record: a letter from Lauren Petrini Hentschel, of 11 Parkman Way, noting she is the owner of the Chestnut Children's Center and supports not allowing dispensaries in the center of town; a letter from Police Chief Philip Droney, dated 1/20/15, with comments and concerns and a letter from Town Manager Kate Fitzpatrick noting the Board of Selectmen discussed the issue and are concerned with cultivation and processing in Highland Commercial/128 District. The Selectmen would like 2 separate definitions and to preclude cultivation and processing in the Highland Commercial/128 District.

Ford Peckham, of 26 Lawton Road, stated he is concerned with Bertucci's. Mr. Jacobs stated RMDs are allowed there currently. RMDs will not be allowed there with the Board's proposal. Mr. Peckham stated he is against RMDs near the center of town. He quoted a study done in Argentina and damage done to kids. He feels it will desensitize kids if it is near the center. He is concerned with the long-term aspects of this. Mr. Warner asked Mr. Peckham if he is in support of the proposal. Mr. Peckham stated he was.

Susan Smolin, of 128 Laurel Drive, stated she is a 32 year resident and enjoys living here. She noted she was diagnosed with MS 16 years ago. She is concerned with a location in an area where children are and she feels there should be police presence in the area. She stated they need ID and a buzzer system and safe accessibility. She noted a lot of people cannot make it across 128 and there is no public transportation. She is concerned with safety. She is most comfortable with a dispensary in the Chestnut Street District. Mr. Warner asked her about delivery to her home. Ms. Smolin stated she has never considered it. She would need to know more about it. Mr. Jacobs noted one applicant stated delivery would be made available.

Bob Timmerman, of 360 Hunnewell Street, asked if the remainder of the process will be completed before the May Town Meeting. Mr. Jacobs stated this is the public hearing. The Board will debate once the hearing is closed how they want to proceed. Mr. Peckham stated the Senior Center or Community Council could help Ms. Smolin with rides.

A motion was made to close the hearing. Mr. Eisenhut stated the Board should allow for written input after tonight's hearing with a deadline. Mr. Jacobs stated the Board could hold it open to the 2/3/15 hearing. Mr. Eisenhut amended the motion to keep the hearing open for written comments to the close of business on 2/3/15.

Upon a motion made by Mr. Warner, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to keep the hearing open for written comments to the close of business on 2/3/15.

Decision: Rockwood Lane Definitive Subdivision: Wayside Realty Trust, Chris Kotsiopoulos, Owner and Trustee, 36 Rockwood Lane, Needham, MA, Petitioner (Property located at 36 Rockwood Lane and 5 adjacent parcels, Needham, MA, Assessors Plan No. 17 as Parcels 22, 23 and 24 and Plan No. 20 as Parcels 57, 60 and 61).

Mr. Jacobs noted the following correspondence for the record: a letter from Attorney Peter Barbieri, dated 11/3/14 with a letter dated 10/31/14 from Chris Kotsiopoulos; a letter from Carl and Brigid O'Hara, dated 11/7/14, regarding large trees; a letter from Michael Radner, dated 12/18/14, with revised landscape plans as of 12/18/14; an email from Town Engineer Anthony Del Gaizo, dated 12/22/14, regarding John Lee's issues; a letter from Attorney Peter Barbieri, dated 12/22/14, with materials; a letter from Stephen Garvin of Samiotes Consultants, dated 1/5/15; a letter from Attorney George Giunta Jr., dated 1/9/15, to Planning Director Lee Newman

confirming the request for an extension of the action deadline; an email from Tom Ryder, dated 1/12/15, with comments and a letter from Attorney Robert Smart, dated 1/20/15, on behalf of several abutting families.

Mr. Jacobs asked why, in the proposed draft decision, Mr. Kotsiopoulos was owner and trustee. Mr. Giunta Jr. noted it stems from the fact some parcels are owned by him personally and some are owned by him as trustee of Wayside Realty Trust. Mr. Jacobs stated it should be Mr. Kotsiopoulos personally and Trustee not owner. This is also on the third line. Mr. Jacobs noted on page 2, first paragraph, last line, it should say "from a new roadway which will be a private way extension of the existing public Rockwood Lane." Ms. McKnight commented she likes that as it defines private way.

Ms. McKnight noted on page 4 of the draft decision referring to Exhibit 19, the title needs to be changed. It should spell out radius. On page 10, the reference to plan Exhibit 19 should not be included as part of the defined term "The Plan." The reference to Exhibit 19 should be deleted. Ms. Newman stated that was no problem. Ms. McKnight noted on the fourth line "plan entitled" is twice. One should be deleted. On page 11, Section 1 a & b, she feels the last sentence is not sufficient explanation. Ms. McKnight stated it should say what the factors actually are. Mr. Eisenhut suggested wording such as a 40 foot way or 9 lot subdivision is adequate. Mr. Warner suggested a factor is that the private way is a continuation of an existing private 40 foot way. Mr. Jacobs stated that is true in Section 1 d also. Ms. McKnight noted Section f is summarizing. Mr. Jacobs stated Section 1 g has a typo in the third line. It should say pavement and not payment.

Mr. Jacobs stated something was missing from the second paragraph. Ms. Newman noted any plan modification will be imbedded here. Ms. Newman noted with speed bumps and stop signs, a stop sign makes more sense. If the applicant cannot get a stop sign, there will be at least one speed bump. Attorney Barbieri stated Section 3 limits to single family residential use and asked that accessory uses as allowed under the By-Law also be permitted. Ms. Newman stated if this is changed it would be different from past practice. Mr. Giunta Jr. noted accessory use is limited to the homeowner, not clients or employees. Mr. Jacobs commented Mr. Giunta Jr. should propose language to Ms. Newman. Mr. Giunta Jr. has no issue with that.

Ms. McKnight stated she agrees with Attorney Smart's comment. The agreement should say "shall be jointly responsible and liable and shall fulfill all lot owners responsibilities through the Homeowners Trust." Mr. Jacobs noted "served by the Private Way" should be removed. All agree it should say "partially on a lot." Mr. Jacobs noted on the fourth line from the end on page 13, it should say "providing access to the public portion of Rockwood Lane." This was agreed. Mr. Jacobs noted the last sentence in Section 4 is not necessary. It should be deleted.

Ms. McKnight stated, in Section 5, she would propose primarily putting the burden on the owner. She would say "each owner of lot shall perform and shall fulfill all lot owners obligations under the Rockwood Estates Homeowners Trust Agreement relating to all maintenance, repairs and reconstruction of a private way." Mr. Barbieri stated it should just be a statement that says the Rockwood Trust is responsible for all maintenance. Then add Ms. McKnight's sentence that says each Lot owner is responsible for fulfilling all obligations under the Trust.

Mr. Smart stated, in the future, if the Trust is not active, the Board should retain authority to require the lot owners to take care of maintenance in case the Trust is not functioning. Especially if the Board is not requiring the applicant put money into an account. Mr. Smart stated if Ms. McKnight's language that was added in Section 4 is carried to Section 5 he would be happy. Mr. Jacobs stated they should mimic in Section 5 what is in Section 4. Ms. Newman stated she would work on the language.

Ms. McKnight noted in Section 6 it should reference each owner of the lot such as Lot Owners and the Trustees. Mr. Barbieri suggested "the lot and any structures thereon and services." Mr. Jacobs noted the parking sentence at the end should be its own separate paragraph. All agreed. Ms. McKnight noted in Section 7 it should say "Neither lot owner not the Trustees..." Mr. Jacobs noted Section 8 confuses him. Ms. McKnight stated in the third line "or the Trustees" should be added.

Stacy Blasberg, of 59 Richard Road, asked if these points in the decision apply to Chris Kotsiopoulos as the owner and Trustee. Mr. Jacobs informed Ms. Blasberg this decision runs with the land so it would be applicable for any and all owners. Ms. McKnight stated, in Section 9, first sentence, it should again say "neither the owners nor the Trustees under the Trust." Mr. Jacobs suggested changing the language in the first line to just say "no lot owner." Mr. Jacobs asked if the last sentence of 9 should specify what the provisions are. Ms. Newman stated all maintenance responsibilities have been described. Mr. Jacobs noted they could say "as set forth in paragraphs x, y and z." In Section 10 "neither the Owner" should be "neither the Lot Owner nor the Trustees." Ms. McKnight noted in Section 11 it should say "for all purposes" and the word "appropriate" should be deleted. Mr. Barbieri stated it refers to the whole document. Ms. McKnight noted cross referencing documents is sufficient.

Mr. Jacobs noted in Section 12 there is "no fee interest" or "fee interest in common with others." The decision needs to lay out that the trust is not going to own the road. Mr. Barbieri suggested they leave as is. All agreed. Ms. Newman noted Section 13 should reference back to Section 14 not Section 15. Mr. Jacobs asked in Section 14, first paragraph, line 7, should it be Grantor? Ms. McKnight noted it should be "Petitioner" not "Grantor" there and in the 3rd line from the bottom and the last word.

Ms. McKnight stated the owner of Lot 6 cannot park so as to impede town vehicle access and pedestrian access. In Section 14, 2nd paragraph, they should put "should not be absolved of responsibility." The Petitioner shall have responsibility under this paragraph in Section 14 for the grant of easement. It was noted the easement documents are not going to the Planning Board. The documents are going to the Selectmen. Mr. Smart stated they do not need the first sentence. Mr. Jacobs noted he was ok with that. Mr. Jacobs stated it should say somewhere that the form of the easement should be in a form acceptable to the town.

Ms. Newman noted in Section 15, there is a reference to condition 14 not condition 15. Mr. Jacobs stated it should be incorporated by reference. Mr. Barbieri noted electricity is probably going to be built in to the houses. Ms. McKnight noted "the lighting system shall be maintained, and the electricity shall be supplied by the lot owners and all lot owners shall fulfill all lot owners obligations." Mr. Barbieri stated Section 17 refers to the L1 plan. There are also L2 and L3 plans. Mr. Jacobs noted "lots" in the 1st line should be "Lots." Mr. Smart asked who has maintenance responsibility. Mr. Barbieri noted the Trust has responsibility as of now. It will be the Land Owner and Trust. Ms. Newman stated "no other changes except as otherwise provided." Ms. McKnight noted there should be a "," before "which."

Mr. Jacobs noted Section 18 is applicable to Section 17. Mr. Smart stated it is not clear how it works. Mr. Jacobs noted there should be a reasonable timeframe and it should be written in the decision. Mr. Barbieri suggested 30 days for the Town Engineer and 60 days for the Planning Board. Mr. Jacobs suggested 45 days from the determination of the Town Engineer and within X period of time the Planning Board will hold a public hearing. He does not think the decision needs the last sentence in Section 18. This was agreed.

Ms. McKnight noted in Section 18, 3rd to last line, the applicant may implement no changes in the new plan. They should delete the last sentence. It should say "the Lot owner only upon receipt." Add the word "only." Mr. Jacobs noted in Section 19 there should be a fund the town can access. Mr. Barbieri noted the applicant has agreed to have \$10,000 at all times. Mr. Smart stated there needs to be a reference to the \$10,000 fund. Mr. Jacobs noted all Lots should be capitalized. Mr. Smart suggested "all costs including but not limited to...." Mr. Jacobs noted they should remove "said" from 30 days so it says "town should invoice trust and if not paid within 30 days of invoicing the town can put a lien."

Mr. Barbieri noted Section 20. Mr. Jacobs stated it should be combined with Section 18. All agreed. Mr. Barbieri noted in Section 21, it should be \$31,500. Ms. Newman will check what the Board of Health letter says. Mr. Jacobs noted Mr. Smart stated the O&M Plan should be identified in the decision. She stated Mr. Smart was right and she will attach it to an exhibit. The Best Management Practices (BMP) need to be spelled out. Mr. Jacobs noted in Section 22, line 3, "extent" should not have an "s" at the end. He asked if the last line should be "applicable" rather than "appropriate." It was agreed the sentence should be ended at "house" and "appropriate" should be removed.

Mr. Jacobs noted Section 23, 2nd paragraph, says "after 100% completion of all or portions." He asked what does that mean? Mr. Warner noted as things get built that portion of the bond is released and the Homeowner's Association takes over responsibility. Ms. Newman stated she needs to speak with Town Engineer DelGaizo to see how he wants to deal with this. Mr. Barbieri suggested "upon completion of a lot." Ms. McKnight stated they need to work on the language for clarity. Mr. Jacobs noted "Lot" should be capitalized. Ms. McKnight stated while they are working on the language they should change the language to "it will be the responsibility of the owner of each lot" and remove "on which they reside."

Mr. Jacobs stated Section 24 is incomplete. Ms. Newman noted she wanted to speak with Engineering. Mr. Jacobs noted Section 25 "every lot owner of Lots 1-9." He asked if they need the 2nd sentence that starts "Any seller...?" Mr. Warner commented he did not think it was necessary. All agreed to remove the sentence.

Ms. McKnight stated the landscape gardens are vague. Ms. Newman agreed. Mr. Barbieri suggested they delete the word "gardens" and stick with "landscaping." There were no comments on Section 26. In Section 27, Mr. Smart suggested it "shall be submitted by the Trust and the Trust should be providing any additional information reasonably requested by the town." In Section 28, there needs to be a reference to NPDES. There were no comments on Section 29. In Section 30, Mr. Smart wants the neighbors to have the ability to comment on the Noise Control Plan. Mr. Jacobs suggested they add "and Fire Chief if there is any blasting." The Noise Control Plan is to be discussed with the Town Engineer prior to anything being done.

Mr. Jacobs noted in Section 37, add "plan" after "subdivision." Ms. McKnight noted in Section 33, there needs to be an inspection status and a summary of the meeting should be forwarded to the Planning Director and the Planning Director can make a determination if the Board should see it. In Section 34, Mr. Barbieri is not sure what the Board is looking for in the Site Access Plan. Ms. Newman noted the Board is interested in how the materials are going to be brought in and taken out and a schedule. Mr. Barbieri stated the Board could say "no access for trucks and deliveries during the school periods." Ms. Newman stated the access plan can be a condition. In Section 35 a, it should say "construction or construction related activities." Everything stops at 6:00 p.m. Ms. McKnight noted they do not need the word interim. Section 35 c, should say "to and from the site."

Mr. Jacobs noted in Section 36, should it say "caliper or caliber?" Either is correct. Mr. Smart stated he would like the trees clearly marked in advance. Ms. Blasberg commented she wants the trees that are staying to be marked. Mr. Barbieri noted they can mark the trees that will be staying. Mr. Smart suggested the decision should say "to be marked prior to removal of any trees. Any such trees removed that were to be retained will be replaced as determined by the Board." Michael Radner, landscape architect, noted the applicant should be allowed to prune a tree that is to be retained. He will provide language.

Mr. Barbieri noted in Section 47, this information is already shown on the plan. Mr. Jacobs noted Section 49, there is a typo. Mr. Barbieri noted Section 53, it should state "unless there is an extension granted by the Board." Ms. Newman will add that. Mr. Barbieri noted in Section 55, Mr. Smart wants copies in electronic form prior to approval. The applicant needs to get some approval on the documents. Mr. Smart stated he wants no work done within the drip line of the trees on the abutter's property. Mr. Barbieri stated he cannot agree to that. The applicant can work on their own property.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to continue the hearing to 2/10/15.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to extend the action deadline to 2/17/15.

De Minimus Change: Major Project Site Plan Special Permit No. 2013-02: Needham Solar, I, LLC, 40 Walnut Street, Suite 301, Wellesley, MA 02481, Petitioner (Property located at 1407 Central Avenue, Needham, Massachusetts).

Request to review and approve final plans and documents for authorization of building permit: Major Project Site Plan Special Permit No. 2013-02: Needham Solar, I, LLC, 40 Walnut Street, Suite 301, Wellesley, MA 02481, Petitioner (Property located at 1407 Central Avenue, Needham, Massachusetts).

Michael Singer, of Brightfields Development, LLC, stated the applicants were resubmitting to catch up on a lot of little administrative changes made during the planning process and the permitting process through DEP, as well as some responses to comments and clean up of some other documents. He noted when the applicant was in here in May they were having concurrent review with the DEP on their post closure permit. This has been finalized and they received approval but there were some changes made. He noted there were some drainage issues. He reviewed the issues and noted most of the changes are subsurface in nature and will not be seen from a plan perspective. This will be submitted for town approval prior to DEP approval.

Ms. Newman stated there is no letter from engineering. Her understanding is Engineering has approved it but she has no letter yet. Mr. Warner asked for an explanation of the drainage system. Mr. Singer stated there are a series of subsurface pipes that shortens the path and has direct discharge points around the landfill. Ms. McKnight stated the fencing stays the same but the legend is different. Hank Haff, of the DPW, stated the fencing changed earlier. A note was made in the legend. Mr. Singer stated the applicant is looking for a spring start.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to deem the changes as proposed as de minimus as there is no visual impact and the changes do not affect the abutters.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to approve a de minimus change subject to written verification from the Town Engineer.

Mr. Haff noted Solar City has come in to finance. They have guaranteed 90% instead of the prior 85%.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to draft a letter of credit as approved by Special Town Counsel and delegate authority to Ms. Newman to review documents and issue and approve a building permit.

De Minimus Change: Amendment to Major Project Site Plan Special Permit No. 2003-02: Muddy River Properties, LLC, 22 Comeau Street, Wellesley, MA 02481, Petitioner (Property located at 322 Reservoir Street, Needham, MA).

Scott Ravelson, proponent, was in Florida and was speaking to the Board on a conference call. Mr. Jacobs noted Mr. Ravelson was asking the Board to amend an existing permit to allow him to bring in another tenant which will require 8 more parking spaces beyond what Mr. Ravelson can provide, and he would like the 8 spaces to be provided at the abutting property at 330 Reservoir Street. Mr. Ravelson stated that was correct. He stated that the abutting property is under the same ownership. Mr. Jacobs asked if he meant 322 Muddy River LLC is the owner. Mr. Ravelson stated that was correct. He is the manager of both 322 Muddy River LLC and Corbin Equity Partners LLC.

Mr. Jacobs stated Corbin Equity Partners LLC is out of Delaware and not able to do anything in Massachusetts. Ms. McKnight stated there could be an interpretation that the two parcels are under the ownership of the same owner if an easement from the entity that owns 330 Reservoir is granted to the entity that owns 322 Reservoir and is recorded. Ms. Newman asked why not just grant a waiver. Mr. Eisenhut stated if there is a lease between 322 and 330 why that does not satisfy the Board. Ms. Newman asked if Mr. Ravelson can give a lease between 322 and 330. Mr. Ravelson stated he can write a lease for 8 spaces from Corbin Equity Partners to Muddy River

Properties. Ms. McKnight stated the applicant would still need a waiver. She asked if Mr. Ravelson could grant an easement from one to another. Mr. Ravelson stated he feels he could.

Mr. Jacobs noted the Board needs evidence Corbin Equity Partners LLC has a right to do anything in Massachusetts. Mr. Ravelson stated his understanding was this was an acceptable solution to a parking issue at 322 Reservoir. Mr. Jacobs reiterated the documentation is not here and it is not right. He informed Mr. Ravelson the Board would take this under advisement and let him know their decision. The Board ended the conference call.

Mr. Eisenhut stated he should show a lease between the owner of 322 and the owner of 330. Ms. Newman stated Mr. Ravelson needs to show Corbin Equity Partners LLC is legal in Massachusetts. Mr. Jacobs clarified Mr. Ravelson should 1) show evidence Corbin Equity Partners LLC exists as a Delaware LLC and can work in Massachusetts; 2) the owner of 330 Reservoir has to give the owner of 322 Reservoir an easement right to park 8 cars; and 3) he needs a lease of spaces from 330 to 322 granting parking rights. Ms. Newman stated there is no site plan for 330 Reservoir Street. Mr. Jacobs stated he is not comfortable going out on a limb for Mr. Ravelson.

A motion was made to determine the change is de minimus to Mr. Ravelson's prior decision and approve dependent upon the information requested: evidence 322 has easement rights to 330 and can assign it and evidence the LLC is legal in Massachusetts. Mr. Eisenhut noted the Board needs to set a timeframe for information from Mr. Ravelson.

Upon a motion made by Ms. McKnight, and seconded by Mr. Warner, it was by the four members present unanimously:

VOTED: to approve the amendment to the decision with the changes discussed and deem it de minimus not requiring a hearing. This amendment shall take affect only after the property entity and proper easement and shall be null and void if the easement is not recorded by 2/10/15.

Request for Permanent Occupancy Permit: Major Project Site Plan Special Permit No. 2012-04: Needham Bank, 1063 Great Plain Avenue, Needham, MA, Petitioner (Property located at 1055 & 1063 Great Plain Avenue, 10 Eaton Square, 232 and 244 Garden Street, 0 Garden Street, 0 Eaton Square, Needham, Massachusetts).

Ms. Newman noted the Board still holds \$25,000 for landscaping. It was installed in the winter and it is not clear the plantings will survive.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to direct the Planning Director to issue a final Occupancy Permit.

Request to extend Temporary Occupancy Permit: Major Project Site Plan Special Permit No. 2014-04: ONE Nation Fitness, LLC, 15 Kenilworth Road, Wellesley, MA 02482, Petitioner (Property located at 10-16 Charles Street, Needham, MA).

Upon a motion made by Mr. Eisenhut, and seconded by Mr. Warner, it was by the four members present unanimously:

VOTED: to extend the temporary Occupancy Permit to 2/25/15.

Board of Appeals

James and Catherine Lombardo – 40 Berkshire Road.

Mr. Jacobs noted the plans had changed. It is shorter but wider. He stated he feels the Board needs to state the language "required finding" just like the Board did with the Pelgro Case at 168 Harris Avenue. All agreed.

PAG, LLC – 276 Cedar Street.

The Board decided to call out Section 6.1.2 as it does not seem to meet the criteria with the limited material available.

Minutes

The Board members will give any edits to Ms. Clee.

Report from Planning Director

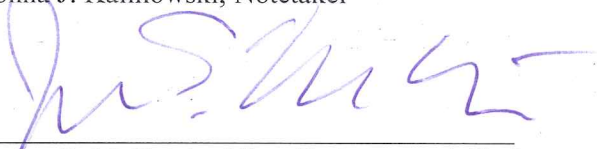
Ms. Newman noted she had a meeting with Normandy. They are going forward with the 40B project. Normandy had a meeting with the Selectmen and will meet with the Design Review Board next week. Normandy is also going forward with the General Dynamics building. They will take down the existing 3 buildings and put up a parking garage. Normandy is developing concept plans for the 2 projects.

Ms. Newman noted the Large House Committee is also moving along. She hopes to have 3 articles for the Board's review – dormers, retaining walls and drainage. The Board signed documents from the meeting.

Upon a motion made by Mr. Eisenhut, and seconded by Ms. McKnight, it was by the four members present unanimously:

VOTED: to adjourn the meeting at 11:40 p.m.

Respectfully submitted,
Donna J. Kalinowski, Notetaker



Jeanne S. McKnight, Vice-Chairman and Clerk