

NEEDHAM PLANNING BOARD

Tuesday June 16, 2020

7:15 p.m.

Virtual Meeting using Zoom

Meeting ID: **826-5899-3198**

(Instructions for accessing below)

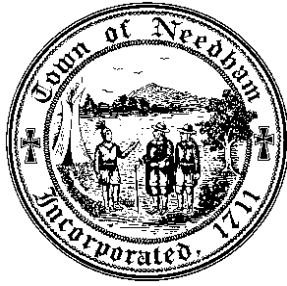
To view and participate in this virtual meeting on your phone, download the “Zoom Cloud Meetings” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the following Meeting ID: **826-5899-3198**

To view and participate in this virtual meeting on your computer, at the above date and time, go to www.zoom.us click “Join a Meeting” and enter the following ID: **826-5899-3198**

1. Planning Board Reorganization.
2. Public Hearing:
 - 7:15 p.m. Major Project Site Plan Review No. 2020-01: Spiga, LLC, 18 Highland Circle, Needham, MA, Petitioner, (Property located at 18 Highland Circle, Needham, Massachusetts).
 - 7:30 p.m. Heather Lane Definitive Subdivision: William John Piersiak, William John Piersiak, Trustee of the 768B Chestnut Street Realty Trust, Evelyn Soule Maloomian, and Koby Kemple, Manager of the 766 Chestnut LLC, Petitioners, (Property located at 764, 766, 768-768A, and 768B Chestnut Street, Needham, Norfolk County, Massachusetts).

Heather Lane Extension Definitive Subdivision and Residential Compound: William John Piersiak, Petitioner, (Property located at 768-768A Chestnut Street, Needham, Norfolk County, Massachusetts).
3. Request to Extend Action Deadline: 390 Grove Street Definitive Subdivision Amendment: Elisabeth Schmidt-Scheuber, 390 Grove Street, Needham, MA, Petitioner, (Property located at 390 Grove Street, Needham, MA).
4. Request to Extend Temporary occupancy permit: Amendment to Major Project Site Plan Review No. 2013-02: Town of Needham, 1471 Highland Avenue, Needham, Massachusetts, Petitioner, (Property located at 1407 Central Avenue, Needham, Massachusetts).
5. Discussion of proposed new use at 100 West Street. Redevelop and zoning change of the property to enable an 83 unit Assisted Living and Alzheimer's/Memory Care facility and 71 Independent Living Apartments.
6. Minutes.
7. Correspondence.
8. Report from Planning Director and Board members.

(Items for which a specific time has not been assigned may be taken out of order.)



LEGAL NOTICE
Planning Board
TOWN OF NEEDHAM
NOTICE OF HEARING

In accordance with the provisions of M.G.L., Chapter 40A, S.11 and the Needham Zoning By-Laws, Section 4.9.3 the Needham Planning Board will hold a public hearing on Tuesday, June 16, 2020 at 7:15 p.m. by Zoom Web ID Number 826-5899-3198 (further instructions for accessing are below), regarding the application of Spiga, LLC, 18 Highland Circle, Needham, MA, for a Special Permit under Site Plan Review, Section 7.4 of the Needham Zoning By-Law.

The subject property is located at 18 Highland Circle, Needham, MA 02494. The property is shown on Assessors Plan No. 74 as Parcels 7 and 8 containing a combined total of 12,469 square feet and is found in the Mixed Use-128 Zoning District and Highland Commercial-128 Zoning District. The requested Special Permit, would, if granted, permit the Petitioner to reduce the side yard setback by 25% from 10 feet to 7.5 feet.

In accordance with the Zoning By-Law, Section 4.9.3, a Special Permit is required to allow the reduction of the side yard setback by 25% from 10 feet to 7.5 feet.

To view and participate in this virtual hearing on your phone, download the “Zoom Cloud Meetings” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the following Meeting ID: 826-5899-3198

To view and participate in this virtual hearing on your computer, at the above date and time, go to www.zoom.us click “Join a Meeting” and enter the following ID: 826-5899-3198

The application may be viewed at this link:

<https://www.needhamma.gov/Archive.aspx?AMID=146&Type=&ADID=> . Interested persons are encouraged to attend the public hearing and make their views known to the Planning Board. This legal notice is also posted on the Massachusetts Newspaper Publishers Association’s (MNPA) website at (<http://masspublicnotices.org/>).

NEEDHAM PLANNING BOARD

Needham Times, May 28, 2020 and June 4, 2020

GEORGE GIUNTA, JR.
ATTORNEY AT LAW*
281 Chestnut Street
Needham, MASSACHUSETTS 02492
*Also admitted in Maryland

TELEPHONE (781) 449-4520

FAX (781) 465-6059

May 14, 2020

Lee Newman
Planning Director
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Re: Application for Zoning Relief
Spiga Restaurant
18 Highland Circle, Needham, MA

Dear Lee,

Please be advised that I represent Spiga, LLC (hereinafter, "Spiga") relative to the Spiga Restaurant at 18 Highland Terrace, Needham, MA (the "Premises"). In connection therewith, submitted herewith, please find the following:

1. Complete Site Plan Review Application with Addendum
2. Authorization letter;
3. One Full size copy of Architectural Plans titled "Café' Spiga, 18 Highland Circle, Needham, MA", prepared by Nunes – Trabucco Architects, consisting of one sheet titled "Proposed Vestibule Structure", dated May 5, 2020;
4. One Full size copy of Site Plan, titled "Site Plan of Land Showing Proposed Additions, Needham, Mass.", prepared by Site Design Consultants, consisting of one sheet, dated April 23, 2015, rev August 21, 2015, updated to May 14, 2020; and
5. Check no. 8644 in the amount of \$1,000 for the applicable filing fee.¹

The Premises is identified as Parcels 7 and 8 on Town of Needham Assessor's Map No. 74 and consists of two lots – Lot A and Lot B, as shown on the Site Plan. It is located within both the Mixed Use – 128 Zoning District (the "MU-128") and the Highland Commercial-128 Zoning District (the "HC-128"). Lot A, which is currently occupied by an existing parking area, consists

¹ The fee established for site plan review has been submitted. However, as set forth below, in as much as the request for zoning relief is limited to a special permit, Spiga requests that the applicable fee be determined to be less than that required for major project special permit review, and that the overage be refunded to the applicant.

of 6,505 square feet of area, with 103.99 feet of frontage on Highland Circle.² Slightly more than half of Lot A is located in the MU-128, with the remainder located in the HC-128. Lot B, which is currently occupied by the restaurant and associated parking, walkways and patio areas, consists of 5,964 square feet of area with 94.45 feet of frontage on Highland Terrace. Lot B is entirely within the MU-128. The Premises is fully developed, with virtually no existing landscaping or green space, excepting only two rows of existing arborvitae trees on the east and west sides of Lot A.

Based on the records of the Assessor's Department and the Building Department, the front portion of the existing building, which consists of two stories and has a footprint of approximately 441 square feet, appears to have been built in approximately 1900. The rear portion of the existing building, which consists of one story and has a footprint of approximately 1,671 square feet, appears to have been built in 1981. By Decision of the Zoning Board of Appeals, dated May 19, 2005, filed with the Town Clerk on May 26, 2005 (the "Decision"), the building was converted from its prior use to a 54 seat restaurant.³ On April 17, 2008, the Board of Appeals voted to authorize an additional 48 outdoor, seasonal seats. However, because no written decision was issued relative to such vote, the relief granted was never perfected, and in 2018, Spiga sought and received approval for 16 outdoor seats pursuant to Section 6.9 of the Zoning By-Law to address the lapse in permitting relative to the outdoor seats.⁴

As indicated in the Application and shown on the plans, Spiga now desires to construct a vestibule addition in front of the existing entrance, and install a tent in the location of the existing outdoor seating. While the tent can be "rolled back" to be open in nice weather, the framework is permanently affixed and therefore constitutes a structure for zoning purposes. In connection therewith, Spiga is also seeking to increase the patio seating from 16 to 32 total seats. As a result, upon completion, the restaurant will contain a total of 86 seats, serving the same food and operating in substantially the same manner it has for the past 15 years.

Spiga is making application to the Zoning Board of Appeals for the majority of substantive relief required, namely: special permits relating to the use, the change to the building and parking, and a dimensional variance for the proposed vestibule. However, in order to proceed, Spiga also requires a special permit waiver pursuant to Section 4.9.3 of the Zoning By-Law to reduce the applicable side-yard setback. While the Board of Appeals has jurisdiction over majority of substantive relief, Section 4.9.3 provides that only the Planning Board has jurisdiction to grant the required special permit waiver to reduce the setback. That is the sole purpose of the application submitted herewith. Based on recent dialogue with Planning staff as to procedure, both the Board of Appeals application and Planning Board application will be filed and acted on simultaneously.

² Lot A is subject to a 99 year lease for the benefit of Lot B, which lease commenced on November 24, 1982 and will terminate in 2081.

³ The Decision was initially issued to Maria S. and Carmelo Iriti, Trustees of Riti Realty Trust Two, as owners of the property, and was subsequently transferred to Spiga, LLC by decision of the Board in April, 2006.

⁴ In 2015, Spiga sought and obtained zoning relief to construct an addition in roughly the same location as the patio, to make other changes to the building, and to add 36 additional seats, for a total of 90 seats. However, that approval was never acted upon and therefore lapsed.

Pursuant to Section 4.9 of the By-Law, buildings in the MU-128 are required to have a minimum front setback of 5 feet, a side setback of 10 feet, a rear setback of 10 feet, and a maximum height of 70 feet. The setbacks for the existing building on Lot B are: 25.4, front; 0.9 right side, 3.0 left side, and 1.4 rear. While the side and rear setbacks do not comply with the current requirements of the MU-128, as indicated above, the building was constructed well prior to the creation of the MU-128 and is lawful, pre-existing, non-conforming. Moreover, no change is proposed for the portions of the building currently encroaching into the applicable setback.

Both the proposed vestibule and the fixed tent are well under 70 feet in height. A portion of the vestibule encroaches into the side-yard setback, and therefore will require a variance from the Board of Appeals, but the remainder of the vestibule as well as the tent are proposed to be setback 7.5 feet from the left side-line and 18.6 feet from Highland Terrace. As a result, such portions of the project will only comply if the Planning Board issues a special permit waiver, pursuant to Section 4.9.3 reducing the setback requirement to 7.5 feet.

Section 4.9.3 reads, in pertinent part, as follows:

The Planning Board may, by special permit, waive any or all dimensional requirements set forth above in this Section 4.9 . . . by relaxing each by up to a maximum percentage of 25% if it finds that, given the particular location and/or configuration of a project in relation to the surrounding neighborhood, such waivers are consistent with the public good, that to grant such waiver(s) does not substantially derogate from the intent and purposes of the By-Law or the Goals of the District Plan cited in Section 6.8.1(b) of these Zoning By-Laws, and that such waivers are consistent with the requirements of Section 6.8.⁵

Spiga asserts that the location and configuration of the tent and vestibule in relation to the surrounding neighborhood is such that the waiver is consistent with the public good and the intent and purposes of the By-Law. The sideline in question is effectively an interior lot line between the parking area on Lot B and the restaurant on Lot A. As a result, waiving the setback will have no meaningful effect on any third party. Moreover, the waiver will permit the expansion of a high quality restaurant and help the business to survive both current conditions (relative to the Covid-19 pandemic) and anticipated future conditions (reconstruction of Highland Avenue over the next several years). The survival of such business will serve the convenience and well being of surrounding residents and businesses, consistent with the intent and purposes of the By-Law.

Please schedule this matter for the next available hearing of the Board, whether via Zoom or other electronic format, or otherwise. In the meantime, if you have any questions, comments or concerns relative to the foregoing, please do not hesitate to contact me so that I may be of assistance.

⁵ Pursuant to Section 6.8.1 Applicability, Section 6.8 of the By-Law only applies to “special permit[s] for an increase in the floor area ratio over what is permitted by right”, and is therefore inapposite to the within application.

Your courtesy and attention are appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Giunta, Jr.", written on a light-colored rectangular background.

George Giunta, Jr.

NOTE: Reports on Minor Projects must be issues within 35 days of filing date.

ADDENDUM A
TO
APPLICATION FOR SITE PLAN REVIEW
OF
Spiga, LLC
18 Highland Circle
Needham, Massachusetts

The following relief is or may be required, and is hereby requested:

1. A Special Permit Waiver pursuant to Section 4.9.3 reducing side yard setback 25%, from 10 feet to 7.5 feet;
2. Any and all additional relief required or appropriate for the construction of the proposed vestibule addition, tent, and 32 additional seats, as well as the continued use of the Premises for restaurant purposes.

The Applicant requests that any and all relief granted by the Board in connection with the within application shall run with the land and that the movement of interior walls, seats, equipment and interior fixtures not require further review, provided the total number of seats within the restaurant remains fixed.

Spiga, LLC
18 Highland Circle
Needham, MA 02492

May 8, 2020

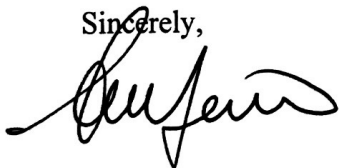
Lee Newman
Planning Director
Town of Needham
Planning Board
Town Hall
Needham, Massachusetts 02492

Re: Site Plan Application
Spiga Restaurant
18 Highland Circle, Needham, MA

Dear Mrs. Newman,

Please accept this letter as confirmation that George Giunta, Jr., Esquire, is authorized to make application for Site Plan Approval and any and all other zoning, planning, general by-law and other relief that may be required or appropriate in connection with the alteration and expansion of the Spiga Restaurant at 18 Highland Circle. In connection therewith, Attorney Giunta is hereby authorized, to execute, sign, deliver and receive all necessary documentation related thereto, including, without limitation, Application for Site Plan Review.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Giunta", written over the word "Sincerely,".

Manager

SPIGA LLC 12-19
18 HIGHLAND CIR.
NEEDHAM, MA 02494

53-7185/2113

247

DATE

05/08/2020

FMP



PAY TO THE
ORDER OF

TOWN OF NEEDHAM

\$ 1000.⁰⁰

ONE

THOUSAND

00

DOLLARS

Heat
Reactive
Ink



307 Auburn Street, Auburndale, MA 02466

MEMO

Planning Board Fee - Spigel Restaurant

[Signature]

MP

⑆211371858⑆ 6500046982⑆ 0247

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK

EROSION CONTROL DETAILS

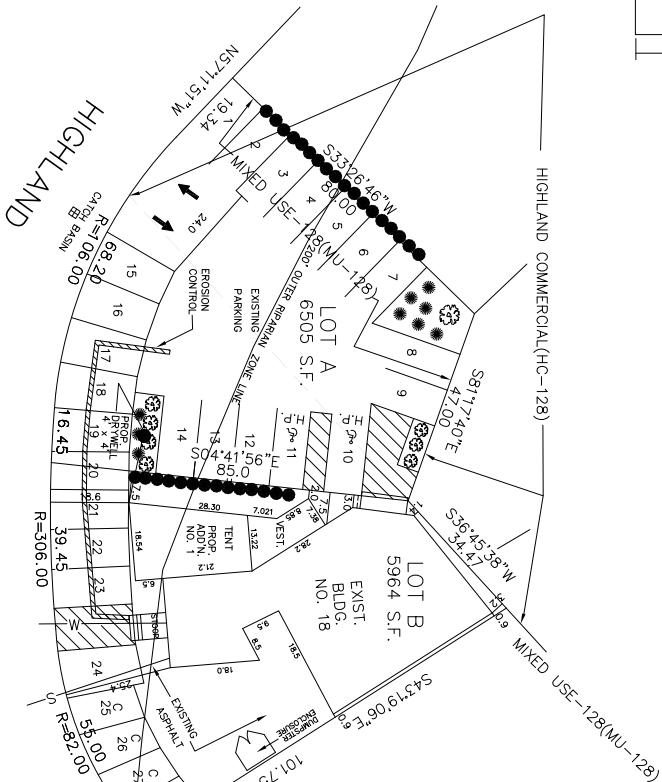
ZONING TABLE

RECHARGE
DRY-WELL
(TYP)
N.T.S.
4'-0"

SECTION
N.T.S.
ANCHOR SPACING
1' MIN.
OVERLAP
6" MIN.
PLAN AT DOWNDRA

TOTAL LOT AREA = 12,469 S.F.
TOTAL RIVERFRONT AREA = 42,436 S.F.
AREA OF LOT IN OUTER RIPARIAN
RIVERFRONT = 6008 S.F.
ALTERATION IN OUTER RIPARIAN ZONE = 208 S.F.
TOTAL IMPERVIOUS LOT AREA PRE CONSTRUCTION= 12,245 S.F.
TOTAL IMPERVIOUS LOT AREA POST CONSTRUCTION= 11,798 S.F.
TOTAL IMPERVIOUS AREA IN RIVERFRONT PRE CONSTRUCTION= 5960 S.F.
TOTAL IMPERVIOUS AREA IN RIVERFRONT POST CONSTRUCTION = 5833 S.F.
TOTAL IMPERVIOUS AREA IN RIVERFRONT POST CONSTRUCTION = 5833 S.F.
ROOF AREA ADDITION NO. 1 = 608 S.F. x 1" RAINFALL = 48.6 C.F.
DRYWELL AREA = 50.2 C.F.

VOLUME
50.2 C.F.
b
1'



NOTES:
FULL SIZE SPACES= 9'x18.5'
COMPACT SPACES= 8'x16'

- EXISTING ARBOREAL TREES TO
REMAIN POST CONSTRUCTION
- PROPOSED RHODODENDRON
- PROPOSED AZALEA BUSHES



SITE PLAN OF LAND
SHOWING PROPOSED ADDITIONS
AT 18 HIGHLAND CIRCLE
NEEDHAM, MASS.
APR. 23, 2015 SCALE 1"=20'
REV. AUG. 21, 2015
UPDATED TO MAY. 14, 2020
SITE DESIGN CONSULTANTS
76 NEHODDEN ST.
NEEDHAM, MASS.



Zoning District: MU-128 & HC-128

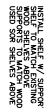
	Required	Existing	Proposed
LOT A			
Lot Area	10,000 S.F.	6505 S.F.	6505 S.F.
Lot Frontage	100'	103.99'	103.99'
Open Space	20%	3.97%	6.87%
LOT B			
Lot Area	10,000 S.F.	5964 S.F.	5964 S.F.
Lot Frontage	100'	94.45'	94.45'
Open Space	20%	0.0%	5.1%
Front Setback	5'	25.4'	25.4'
Existing Bldg.	5'	N/A	18.6'
Proposed Add'n.			
Side Setback	10'	0.9'	0.9'
Existing Bldg.	10'	N/A	2.0'
Proposed Add'n.			
Rear Setback	10'	1.4'	1.4'
Building Height	70'	<25'	<25'
Lot Coverage	65% (81.25% by SP 4.9.3)	34.64%	43.74%
Floor Area Ratio	1 (1.75 by SP 4.9.3)	0.42*	0.517*
* Based on Assessor's Data for Existing Building			
PARKING TABLE			
Parking Demand	Spaces Provided	Waiver Required	
Existing	24	28	0
Proposed	29	28	1
Parking Calculation			
Existing	54 Seats Year Round	@ 1 space/3 seats = 18 spaces	
16 Seasonal	@ 1 space/3 seats = 5.3 (6) spaces		
	24 Total spaces required		
Proposed	54 Seats Year Round	@ 1 space/3 seats = 30 spaces	
32 Seasonal	@ 1 space/3 seats = 10.6 (11) spaces		
	29 Total spaces required		

Existing Building Footprint: 2014 S.F.
Addition No. 1 Footprint: 594 S.F.

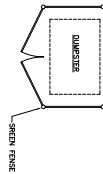
WOOD SHELVES
TO MATCH EXISTING

STEEL TUBE POSTS
TO MATCH EXISTING
POSTS

EXISTING CUPBOARD: INSTALL
TO MATCH WOOD TOP
WITH EXISTING WOOD SHELVES

$$\frac{2}{A1} \quad 1/4" = 1'-0"$$


1/4" - 1'-0"



1/4" = 1'-0"

COMMERCIAL LEASE

1. Parties. Jordan R. Appel of 6 Arden Road, Newton, Massachusetts (the "Lessor"), which shall include heirs, successors and assigns where the context so admits does hereby lease to David H. Flesicher and Aaron N. Fleischer, Trustees of Daron Realty Trust, under Declaration of Trust, dated December 28, 1979 and recorded with Norfolk Registry of Deeds at Book 4993, Page 605, of 33 Highland Avenue, Needham, Massachusetts (the "Lessee"), which shall include heirs, successors and assigns where the context so admits.
2. Leased Premises. The Lessee hereby leases the premises (described as the Leased Premises) located on Highland Circle, Needham, Massachusetts, and being shown as Lot 8 on a "Subdivision of Property in Needham, Mass., belonging to Sano-Lowell Shops", made by Commonwealth Engineering Co., Ralph W. Wales, dated May 31, 1932, recorded with Norfolk Deeds at the end of Book 1964.
3. Term. The term of this Lease shall be for Ninety-Nine (99) years commencing on November 24, 1982 and ending on November 23, 2081.
4. Rent. During the term hereunder, the Lessee shall pay to the Lessor rent at the rate of One (\$1.00) Dollar per year. The Lessor hereby acknowledges receipt of the sum of Ninety-Nine (\$99.00) Dollars as payment in full for the rent due for the entire term of this lease.
5. Real Estate Taxes and Operating Expenses. The Lessee shall be responsible for and shall pay for all costs of real estate taxes, maintenance and insurance in connection with the Leased Premises during the term of this Lease. Lessee shall present to Lessor evidence of payment of real estate taxes when requested by Lessor.
6. Use of Leased Premises. The Lessee may use the Leased Premises for any lawful purpose and may erect, construct and maintain any structure both on and under the Leased Premises and may seek and obtain relief from any zoning ordinance or by-law or other Federal, State, or Municipal regulation in order to use the Leased Premises for such purpose. The Lessor shall join in and assist the Lessee in any such petition or application for said relief and shall not oppose in any manner the Lessee's lawful use of the Leased Premises or such petition or application for relief; provided however, the Lessor shall not be responsible for any charges or expenses, legal or otherwise, in connection with the Lessee's said petition or applications.
7. Assignment/Subleasing. The Lessee shall have the right to assign or sublet the whole or any part of the Leased Premises at any time during the term of this lease.
8. Lessor's Covenant. The Lessor agrees not to mortgage or encumber the Leased Premises during the term of the lease, nor

to permit any attachment to be made against the Leased Premises and if any attachment is made against the Leased Premises the Lessor shall within thirty (30) days of said attachment cause said attachment to be removed as an encumbrance to the Leased Premises.

9. Lessee's Liability Insurance. The Lessee shall maintain with respect to the Leased Premises comprehensive public liability insurance in an amount appropriate for the then use of the Leased Premises but not less than \$500,000/\$1,000,000 in a responsible company qualified to do business in Massachusetts and in good standing therein insuring the Lessor as a named insurer in the case of public liability insurance, as well as Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor a certificate for such insurance not later than 15 days following the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policy. Such insurance certificate shall provide that such policy shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

10. Liability. The Lessee shall defend and save harmless and indemnify Lessor from any and all loss, liability, damage or expense to the Lessee or to any other person or any property while on or about the Leased Premises, except as the same is caused solely by the omission, fault, negligence or other misconduct of Lessor.

11. Notice. Any notice from the Lessor to the Lessee relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee at 33 Highland Avenue, Needham, Massachusetts, or such other address as may be designated by the Lessee, with a copy to Charles J. Murray, Esquire, Esdaile, Barrett & Esdaile, 75 Federal Street, Boston, Massachusetts. Any notice from the Lessee to the Lessor relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at 49 Highland Avenue, Needham, Massachusetts or at such address as the Lessor may from time to time advise in writing.

12. Surrender. The Lessee shall at the expiration of this Lease deliver to the Lessor the Leased Premises in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

13. Quiet Enjoyment. So long as the Lessee makes the payment of rent and performs the other covenants and provisions of this Lease to be performed by the Lessee, the Lessee shall, during the term demised, freely, peaceably and quietly occupy and enjoy the Leased Premises and the tenements, hereditaments and

appurtenances thereto belonging and the rights and privileges granted without molestation or hindrance, lawful or otherwise.

14. Default. In the event that the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; then the Lessor shall have the right hereafter, while such default continues, to peaceably re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended and remove the Lessee's effects.

15. Signs. The Lessee may place signs, decals or other identifying marks upon the Leased Premises without the written consent of Lessor.

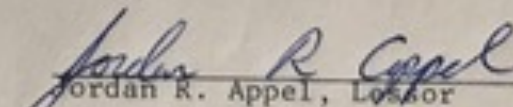
16. Waiver. No consent or waiver, express or implied, by Lessor to or of any breach of any covenant, condition or duty of Lessee shall be construed as a consent or waiver to or of any other breach of same or any other covenant, condition, or duty.

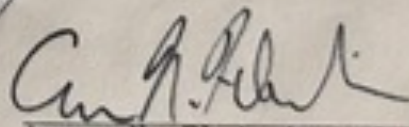
17. Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

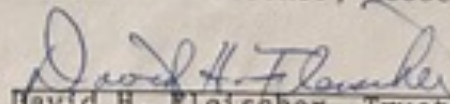
18. Separability. If any provision of this Lease or portion of such provision of the application thereof to any persons or circumstances is for any reason held invalid or unenforceable, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

19. Entire Agreement. This Lease sets forth the entire agreement between the parties hereto and cannot be modified or amended except in writing duly executed by the respective parties.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals this 24th day of November, 1982.


Jordan R. Appel, Lessor


Aaron N. Fleischer, Lessee


David H. Fleischer, Trustee, Lessee

ASSIGNMENT OF LEASE

We, David H. Fleischer and Aaron N. Fleischer, both of Dedham, Norfolk County, Massachusetts, as Trustees of Daron Realty Trust u/d/t dated December 28, 1979, recorded with Norfolk Registry of Deeds at Book 4993, Page 605 (hereinafter called Assignor), for consideration paid, the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over unto Maria Iriti of Needham, Norfolk, Massachusetts, Trustee of Riti Realty Trust, u/d/t dated August 21, 1979, recorded with Norfolk County Registry of Deeds at Book 5641, Page 502, (hereinafter called Assignee), with quitclaim covenants, all of the Assignor's right, title and interest in and to that certain Lease dated November 24, 1982 between Jordan R. Appel of Newton, Massachusetts, as Lessor, and David H. Fleischer and Aaron N. Fleischer, Trustees of Daron Realty Trust u/d/t December 28, 1979, recorded with Norfolk Registry of Deeds at Book 4993, Page 605, as Lessee, and leasing real estate acquired by the Lessor by deed of Bessie Fleischer to Jordan R. Appel dated November 24, 1982 and recorded with said Norfolk Registry of Deeds at Book 6080, Page 481, which lease is for a term of ninety-nine (99) years from November 24, 1982 at a yearly rental therein set forth, notice of which Lease is recorded with said Norfolk Registry of Deeds at Book 6080, page 482.

The undersigned Assignor hereby warrants that as of the date of this Assignment said Lease is in full force and effect, without default on the part of either the Lessee or the Lessor.

PROPERTY ADDRESS: 12 Highland Circle, Needham, Mass.

Witness our hands and seals this 1~~st~~ day of May, 1986.

DARON REALTY TRUST:

By: David H. Fleischer, Trustee
David H. Fleischer, Trustee

By: Aaron N. Fleischer, Trustee
Aaron N. Fleischer, Trustee



Needham Public Health Division

178 Rosemary St., Needham, MA 02494
www.needhamma.gov/health

781-455-7940 ext. 504
781-455-7922 (fax)



MEMO

To: Lee Newman, Planning Department

From: Tara Gurge, Public Health Division

Date: 6/9/2020

Re: Comments on Planning Board Site Plan Review Application - #18 Highland Circle

This memo is in reference to the Public Health Division request for comments on the Planning Board's Site Plan Review Application for #18 Highland Circle.

The following is a list of Public Health Division comments regarding this proposal:

- Please have the applicant fill out the new online outdoor seating form from the Select Board's office which can be found on the Town of Needham website here: <http://needhamma.gov/FormCenter/Town-Manager-Forms-8/INTERIM-Economic-Development-Temporary-O-53>. (Especially if planning on serving alcohol in this outdoor seating space.)
- Please also ensure the applicant follows the state's COVID-19 health guidance on outdoor seating, here: <https://www.mass.gov/info-details/safety-standards-and-checklist-restaurants>. Main points re: table and seating requirements - Need to ensure that there is at least 6 feet of space between each table. No tables shall have more than 6 seats. Tables and chairs must not block entrances or exits. (Seating plan to be reviewed and approved by Health.)
- Applicant will need to provide COVID-19 checklist to Health Division for review and approval. See link - <https://www.mass.gov/doc/restaurants-checklist-english/download>.
- Need to ensure that sufficient concrete planters OR concrete ("Jersey") type barriers are installed between parking spaces and the outdoor designated seating areas on site for public safety reasons.
- Sufficient handicap access to public restrooms must be provided, and not blocked by tables and chairs.

Please let us know if you need any additional information or have any follow-up questions on those requirements.

From: [Dennis Condon](#)
To: [Alexandra Clee](#); [Thomas Ryder](#); [Anthony DelGaizo](#); [John Schlittler](#)
Cc: [Tara Gurge](#); [Lee Newman](#); [David Roche](#); [Richard P. Merson](#)
Subject: RE: comments on Planning Board hearings for June 16
Date: Wednesday, June 10, 2020 10:13:16 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Alex,

I think I already weighed in on Spiga. I want there to be concrete barriers to separate parking/traffic flow and the tent. As far as Heather Lane goes, I am working with Tony to ensure that our needs are met.

Thanks,
Dennis

Dennis Condon
Chief of Department
Needham Fire Department
Town of Needham
(W) 781-455-7580
(C) 508-813-5107
Dcondon@needhamma.gov



Follow on Twitter: Chief Condon@NeedhamFire



Watch Needham Fire Related Videos on YouTube @ Chief Condon



From: Alexandra Clee <aclee@needhamma.gov>
Sent: Tuesday, June 09, 2020 9:50 AM
To: Thomas Ryder <tryder@needhamma.gov>; Anthony DelGaizo <ADelgaizo@needhamma.gov>; Dennis Condon <DCondon@needhamma.gov>; John Schlittler <JSchlittler@needhamma.gov>
Cc: Tara Gurge <TGurge@needhamma.gov>; Lee Newman <LNewman@needhamma.gov>; David Roche <droche@needhamma.gov>; Richard P. Merson <RMerson@needhamma.gov>
Subject: comments on Planning Board hearings for June 16

Dear all,

I honestly don't know if I sent this request already, but I may not have, in which case, my apologies.

The Planning Board will be meeting on June 16 to hear the proposals for the following 3 projects:

1. 18 highland Circle.
2. Heather Lane Subdivision
3. Heather Lane Extension and Residential Compound.

If you are able to get us comments that would be great. The application materials for each are attached.

Thank you, alex.

From: [John Schlittler](#)
To: [Alexandra Clee](#); [Thomas Ryder](#); [Anthony DelGaizo](#); [Dennis Condon](#)
Cc: [Tara Gurge](#); [Lee Newman](#); [David Roche](#); [Richard P. Merson](#)
Subject: RE: comments on Planning Board hearings for June 16
Date: Tuesday, June 16, 2020 3:08:32 PM

I am fine with Heather lane and the only comment on 18 Highland Circle would be if the patio area is adjacent to parking lot/street that barrier protection be present to protect outside seating area.

Sent from [Mail](#) for Windows 10

From: [Alexandra Clee](#)
Sent: Tuesday, June 9, 2020 9:49 AM
To: [Thomas Ryder](#); [Anthony DelGaizo](#); [Dennis Condon](#); [John Schlittler](#)
Cc: [Tara Gurge](#); [Lee Newman](#); [David Roche](#); [Richard P. Merson](#)
Subject: comments on Planning Board hearings for June 16

Dear all,

I honestly don't know if I sent this request already, but I may not have, in which case, my apologies.

The Planning Board will be meeting on June 16 to hear the proposals for the following 3 projects:

1. 18 highland Circle.
2. Heather Lane Subdivision
3. Heather Lane Extension and Residential Compound.

If you are able to get us comments that would be great. The application materials for each are attached.

Thank you, alex.

DECISION
June 16, 2020

Spiga, LLC 18 Highland Circle, Needham, MA
Application No. 2020-01

(Filed during the Municipal Relief Legislation, Chapter 53 of the Acts of 2020)

Decision of the Planning Board (hereinafter referred to as the “Board”) on the petition of Spiga, LLC, 18 Highland Circle, Needham, MA, (hereinafter referred to as the Petitioner) for property located at 18 Highland Circle, Needham, Massachusetts. Said property is shown on Needham Town Assessors Plan, No. 74 as Parcels 7 and 8 containing a combined total of 12,469 square feet and is found in the Mixed Use-128 Zoning District and Highland Commercial-128 Zoning District.

This decision is in response to an application submitted to the Board on May 15, 2020, by the Petitioner for a Special Permit under Section 4.9.3 of the Needham Zoning By-Law (hereinafter the By-Law) to allow the reduction of the side yard setback by 25% from 10 feet to 7.5 feet.

After causing notice of the time and place of the public hearing and of the subject matter hereof to be published, posted and mailed to the Petitioner, abutters and other parties-in-interest as required by law, the hearing was called to order by the Chairman, Jeanne McKnight, on Tuesday, June 16, 2020 at 7:15 p.m. via remote meeting using Zoom ID [826-5899-3198](#). Board members, Martin Jacobs, Jeanne S. McKnight, Paul S. Alpert, Ted Owens and Adam Block were present throughout the proceedings. The record of the proceedings and the submission upon which this decision is based may be referred to in the office of the Town Clerk or the office of the Board.

Submitted for the Board’s deliberation prior to the close of the public hearing were the following exhibits:

- Exhibit 1 - Planning Board Application Form completed by the applicant dated May 15, 2020, with Addendum A.
- Exhibit 2 - One letter to Lee Newman, Director, Planning and Community Development, from George Giunta Jr., Attorney, dated May 14, 2020.
- Exhibit 3 - One letter to Lee Newman, Director, Planning and Community Development, from Francesco Iacovitti, Manager, Spiga, LLC, dated May 8, 2020.
- Exhibit 4 - Plan entitled “Site Plan of Land Showing Proposed Additions,” prepared by Site Design Consultants, 76 Nehoiden Street, Needham, MA, dated April 23, 2015, revised August 21, 2015, May 14, 2020.
- Exhibit 5 - Plan entitled “Proposed Vestibule Structure,” prepared by Nunes Trabucco Architects, 315a Chestnut Street, Needham, MA 02492, dated May 5, 2020.

- Exhibit 6 - Commercial lease between Jordan R. Appel, 6 Arden Road, Newton, Massachusetts, and David H. Fleischer and Aaron N. Fleischer, Trustees, Daron Realty Trust, for property located on Highland Circle, Needham, Massachusetts. Said lease executed on May 1, 1986.
- Exhibit 7 - Assignment of lease from David H. Fleischer and Aaron N. Fleischer, Trustees, Daron Realty Trust, for property located on Highland Circle, Needham, Massachusetts, to Riti Realty Trust, Maria Serpentino Iriti, Trustee. Said assignment executed on May 1, 1986.
- Exhibit 8 - Needham Board of Appeals Decision issued to Maria S. and Carmelo Iriti, Trustees, Riti Realty Trust Two. Said decision dated May 19, 2005 and filed with the Town Clerk on May 26, 2005.
- Exhibit 9 - Interdepartmental Communication (IDC) to the Board from Anthony L. Del Gaizo, Assistant Director, Department of Public Works, dated June xx, 2020; IDC to the Board from John Schlitter, Chief, Needham Police Department, dated June xx, 2020; IDC to the Board from Dennis Condon, Chief, Fire Department, dated June xx, 2020; and IDC to the Board from Tara Gurge, Health Department, dated June 9, 2020.

Exhibits 1, 2, 4 and 5 are referred to hereinafter as the Plan.

FINDINGS AND CONCLUSIONS

Based upon its review of the exhibits and the record of the proceedings, the Board found and concluded that:

- 1.1 The subject property is located in the Mixed Use-128 Zoning District and Highland Commercial-128 Zoning District at 18 Highland Circle, Needham, MA. Said property is shown on Needham Town Assessors Plan Map No. 74 as Parcels 7 and 8 containing a combined total of 12,469 square feet. Parcel 7 is owned by Highland Circle, LLC, a Massachusetts limited liability company with an address of 21 Highland Circle, Suite 6, Needham, MA 02494, Maria Iriti, Manager. Parcel 8 is held by the Riti Realty Trust, Maria Iriti, Trustee under a 99-year lease ending on November 23, 2081.
- 1.2 Parcel 8, which is currently occupied by the existing parking area, consists of 6,505 square feet of area, with 103.99 feet of frontage on Highland Circle. Parcel 7, which is currently occupied by the restaurant and associated parking, walkways and patio areas, consists of 5,964 square feet of area with 94.45 feet of frontage on Highland Circle. Slightly more than half of Lot A is located in the MU-128, with the remainder located in the HC-128. Lot B, which is currently occupied by the restaurant and associated parking, walkways and patio areas, consists of 5,964 square feet of area with 94.45 feet of frontage on Highland Circle. Lot B is entirely within the MU-128. The Premises is fully developed, with virtually no existing landscaping or green space, excepting only two rows of existing arborvitae trees on the east and west sides of Lot A.
- 1.3 Based on the records of the Assessor's Department and the Building Department, the front portion of the existing building, which consists of two stories and has a footprint of approximately 441 square feet, appears to have been built in approximately 1900. The rear portion of the existing building, which consists of one story and has a footprint of approximately 1,671 square feet, appears to have been built in 1981. By Decision of the Zoning Board of Appeals, dated May 19, 2005, filed with the Town Clerk on May 26, 2005, the building was converted from its prior use to a 54-seat restaurant. On April 17, 2008, the Board of Appeals

voted to authorize an additional 48 outdoor, seasonal seats. However, because no written decision was issued relative to such vote, the relief granted was never perfected, and in 2018, Spiga sought and received approval for 16 outdoor seats pursuant to Section 6.9 of the Zoning By-Law to address the lapse in permitting relative to the outdoor seats.

- 1.4 The site is currently occupied by Spiga Restaurant. The Petitioner now seeks to construct a vestibule addition in front of the existing entrance, and install a tent in the location of the existing outdoor seating. While the tent can be “rolled back” to be open in nice weather, the framework is permanently affixed and therefore constitutes a structure for zoning purposes. In connection therewith, Spiga is also seeking to increase the patio seating from 16 to 32 total seats. As a result, upon completion, the restaurant will contain a total of 86 seats, serving the same food and operating in substantially the same manner it has for the past 15 years.
- 1.5 The Petitioner has made application to the Zoning Board of Appeals for special permits relating to the use, the change to the building and parking. However the Petitioner also requires a special permit waiver pursuant to Section 4.9.3 of the By-Law to reduce the applicable side-yard setback. While the Board of Appeals has jurisdiction over the substantial majority of the project, Section 4.9.3 provides that only the Planning Board has jurisdiction to grant the required special permit waiver to reduce the setback by 25% from 10 feet to 7.5 feet.
- 1.6 Pursuant to Section 4.9 of the By-Law, buildings in the MU-128 are required to have a minimum front setback of 5 feet, a side setback of 10 feet, a rear setback of 10 feet, and a maximum height of 70 feet. The setbacks for the existing building on Parcel 7 are: 25.4, front; 0.9 right side, 3.0 left side, and 1.4 rear. While the side and rear setbacks do not comply with the current requirements of the MU-128 District, as indicated above, the building was constructed well prior to the creation of the MU-128 District and is lawful, pre-existing, non-conforming. Moreover, no change is proposed for the portions of the building encroaching into the current applicable setback.
- 1.7 With respect to the proposed additions, both additions are well under 70 feet in height. A portion of the vestibule encroaches into the side-yard setback, and therefore will require a variance from the Board of Appeals, but the remainder of the vestibule as well as the tent are proposed to be setback 7.5 feet from the left side-line and 18.6 feet from Highland Circle. As a result, such portions of the project will only comply if the Planning Board issues a special permit waiver, pursuant to Section 4.9.3 reducing the setback requirement to 7.5 feet.
- 1.8 Accordingly, in connection with the Application, the Petitioner seeks approval from the Planning Board for the reduction of the side yard setback by 25% from 10 feet to 7.5 feet. The specific side yard in question is at the boundary between Parcels 7 and 8.
- 1.9 Under Section 4.9.3 of the By-Law, a Special Permit to waive dimensional requirements by relaxing them by a maximum of 25% may be granted in the Mixed-Use 128 Zoning District if the Board finds that, given the particular location and/or configuration of a project in relation to the surrounding neighborhood, the proposed waivers are consistent with the public good and that the proposed Project complies with the standards and criteria set forth in the provisions of the By-Law. The Board notes that Parcel 7 is owned by a limited liability company, owned and managed by Maria Serpentino Iriti and that Parcel 8 is held by Mrs. Iriti, as Trustee of Riti Realty Trust under a 99-year lease ending on November 23, 2081 thereby effectively making the required setback from an interior lot line. On the basis of the above findings and criteria, the Board finds that the proposed Project plan, as conditioned and limited herein, to meet these requirements, to be in harmony with the general purposes and intent of the By-Law, to comply with all applicable By-Law requirements, and will not be a detriment to the town’s and neighborhood’s inherent use of the surrounding area.

THEREFORE, the Board voted 5-0 to GRANT: (1) the requested Special Permit under Section 4.9.3 of the Needham Zoning By-Law to allow the reduction of the side yard setback by 25% from 10 feet to 7.5 feet; subject to and with the benefit of the following Plan modifications, conditions and limitations.

PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the Site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected, or modified information. The Building Inspector shall not issue any building permit nor shall he permit any construction activity on the Site to begin on the Site until and unless he finds that the Plan is revised to include the following additional corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Inspector. Where approvals are required from persons other than the Building Inspector, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Inspector before the Inspector shall issue any building permit or permit for any construction on the Site. The Petitioner shall submit nine copies of the final Plans as approved for construction by the Building Inspector to the Board prior to the issuance of a Building Permit.

- 2.0 The Plan shall be modified to include the requirements and recommendations of the Board as set forth below. The modified plans shall be submitted to the Board for approval and endorsement. All requirements and recommendations of the Board, set forth below, shall be met by the Petitioner.
- a) No Plan Modifications.

CONDITIONS AND LIMITATIONS

- 3.0 The proposed addition subject to the reduction of the side yard setback by 25% from 10 feet to 7.5 feet shall be constructed in accordance with the Plan, as modified by this Decision. Any changes, revisions or modifications to the Plan, as modified by this Decision, shall require approval by the Board.
- 3.1 Said approval is conditioned upon the receipt of the Special Permit Approval from the Board of Appeals to permit the replacement of the existing outdoor patio and seats with a permanent tent structure containing 32 total seats, for a total of 86 seats, and construct a vestibule addition near the existing building entry.
- 3.2 No building permit shall be issued in pursuance of the Special Permit approval until:
- a. The final plans shall be in conformity with those approved by the Board, and a statement certifying such approval shall have been filed by this Board with the Building Inspector.
- b. The Petitioner shall have received a Special Permit from the Board of Appeals for the replacement of the existing outdoor patio and seats with a permanent tent structure containing 32 total seats, for a total of 86 seats, and construction a vestibule addition near the existing building entry, as further described in Section 1.4 of this Decision.
- c. The Petitioner shall have recorded with the Norfolk County Registry of Deeds a certified copy of this Decision granting this Special Permit with the appropriate reference to the book and page number of the recording of the Petitioner's title deed or notice endorsed thereon.
- 3.3 No building or structure, or portion thereof, subject to this Special Permit Approval shall be occupied until:

a. An as-built plan, supplied by the engineer of record certifying that the on-site project improvements were built according to the approved documents, has been submitted to the Board and Department of Public Works. The as-built plan shall show the building, approved changes to the finished grades, final construction details of the altered parking areas, and sidewalk and curbing improvements on-site, in their true relationship to the lot lines. In addition to the engineer of record, said plan shall be certified by a Massachusetts Registered Land Surveyor.

b. That there shall be filed with the Building Inspector and Board a statement by the Department of Public Works certifying that the approved changes to the building, approved changes to the finished grades, final construction details of the altered parking areas, sidewalk and curbing improvements on-site, have been constructed to the standards of the Town of Needham Department of Public Works and in accordance with the approved Plan.

c. That there shall be filed with the Board and Building Inspector a Certificate of Compliance or Final Affidavit signed by a registered architect upon completion of construction.

This approval shall be recorded in the Norfolk District Registry of Deeds. This Special Permit shall not take effect until a copy of this decision bearing the certification of the Town Clerk that twenty (20) days have elapsed after the decision has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied is recorded with Norfolk District Registry Deeds and until the Petitioner has delivered a certified copy of the recorded document to the Board.

The provisions of this Special Permit shall be binding upon every owner or owner of the lots and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land, as shown on the plan, in full force and effect for the benefit of and enforceable by the Town of Needham.

Any person aggrieved by this Decision may appeal pursuant to General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this Decision with the Needham Town Clerk.

Witness our hands this 16th day of June, 2020.

NEEDHAM PLANNING BOARD

Jeanne S. McKnight, Chair

Paul S. Alpert

Adam Block

Martin Jacobs

Ted Owens

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss _____, 2020

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

Notary Public

My Commission Expires _____

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the Amendment to Decision of the project proposed by Spiga LLC, 18 Highland Circle, Needham, MA, for property located at Spiga LLC, 18 Highland Circle, Needham, MA, has passed,

____and there have been no appeals filed in the Office of the Town Clerk or
____there has been an appeal filed.

Date

Theodora K. Eaton, Town Clerk

Copy sent to:

Petitioner
Design Review Board
Building Inspector
Conservation Commission
George Giunta, Jr., Attorney

Select Board
Engineering
Fire Department
Police Department

Board of Health
Town Clerk
Director, PWD
Parties in Interest

DECISION
June 16, 2020

Spiga, LLC 18 Highland Circle, Needham, MA
Application No. 2020-01

(Filed during the Municipal Relief Legislation, Chapter 53 of the Acts of 2020)

Decision of the Planning Board (hereinafter referred to as the “Board”) on the petition of Spiga, LLC, 18 Highland Circle, Needham, MA, (hereinafter referred to as the Petitioner) for property located at 18 Highland Circle, Needham, Massachusetts. Said property is shown on Needham Town Assessors Plan, No. 74 as Parcels 7 and 8 containing a combined total of 12,469 square feet and is found in the Mixed Use-128 Zoning District and Highland Commercial-128 Zoning District.

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Submitted for the Board’s deliberation prior to the close of the public hearing were the following exhibits:

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FINDINGS AND CONCLUSIONS

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- 1.2 Parcel 8, which is currently occupied by the existing parking area, consists of 6,505 square feet of area, with 103.99 feet of frontage on Highland Circle. Parcel 7, which is currently occupied by the restaurant and associated parking, walkways and patio areas, consists of 5,964 square feet of area with 94.45 feet of frontage on Highland Circle. Slightly more than half of Lot A is located in the MU-128, with the remainder located in the HC-128. Lot B, which is currently occupied by the restaurant and associated parking, walkways and patio areas, consists of 5,964 square feet of area with 94.45 feet of frontage on Highland Circle. Lot B is entirely within the MU-128. The Premises is fully developed, with virtually no existing landscaping or green space, excepting only two rows of existing arborvitae trees on the east and west sides of Lot A.
- 1.3 Based on the records of the Assessor's Department and the Building Department, the front portion of the existing building, which consists of two stories and has a footprint of approximately 441 square feet, appears to have been built in approximately 1900. The rear portion of the existing building, which consists of one story and has a footprint of approximately 1,671 square feet, appears to have been built in 1981. By Decision of the Zoning Board of Appeals, dated May 19, 2005, filed with the Town Clerk on May 26, 2005, the building was converted from its prior use to a 54-seat restaurant. On April 17, 2008, the Board of Appeals

voted to authorize an additional 48 outdoor, seasonal seats. However, because no written decision was issued relative to such vote, the relief granted was never perfected, and in 2018, Spiga sought and received approval for 16 outdoor seats pursuant to Section 6.9 of the Zoning By-Law to address the lapse in permitting relative to the outdoor seats.

- 1.4 The site is currently occupied by Spiga Restaurant. The Petitioner now seeks to construct a vestibule addition in front of the existing entrance, and install a tent in the location of the existing outdoor seating. While the tent can be “rolled back” to be open in nice weather, the framework is permanently affixed and therefore constitutes a structure for zoning purposes. In connection therewith, Spiga is also seeking to increase the patio seating from 16 to 32 total seats. As a result, upon completion, the restaurant will contain a total of 86 seats, serving the same food and operating in substantially the same manner it has for the past 15 years.
- 1.5 The Petitioner has made application to the Zoning Board of Appeals for special permits relating to the use, the change to the building and parking. However the Petitioner also requires a special permit waiver pursuant to Section 4.9.3 of the By-Law to reduce the applicable side-yard setback. While the Board of Appeals has jurisdiction over the substantial majority of the project, Section 4.9.3 provides that only the Planning Board has jurisdiction to grant the required special permit waiver to reduce the setback by 25% from 10 feet to 7.5 feet.
- 1.6 Pursuant to Section 4.9 of the By-Law, buildings in the MU-128 are required to have a minimum front setback of 5 feet, a side setback of 10 feet, a rear setback of 10 feet, and a maximum height of 70 feet. The setbacks for the existing building on Parcel 7 are: 25.4, front; 0.9 right side, 3.0 left side, and 1.4 rear. While the side and rear setbacks do not comply with the current requirements of the MU-128 District, as indicated above, the building was constructed well prior to the creation of the MU-128 District and is lawful, pre-existing, non-conforming. Moreover, no change is proposed for the portions of the building encroaching into the current applicable setback.
- 1.7 With respect to the proposed additions, both additions are well under 70 feet in height. A portion of the vestibule encroaches into the side-yard setback, and therefore will require a variance from the Board of Appeals, but the remainder of the vestibule as well as the tent are proposed to be setback 7.5 feet from the left side-line and 18.6 feet from Highland Circle. As a result, such portions of the project will only comply if the Planning Board issues a special permit waiver, pursuant to Section 4.9.3 reducing the setback requirement to 7.5 feet.
- 1.8 Accordingly, in connection with the Application, the Petitioner seeks approval from the Planning Board for the reduction of the side yard setback by 25% from 10 feet to 7.5 feet. The specific side yard in question is at the boundary between Parcels 7 and 8.
- 1.9 Under Section 4.9.3 of the By-Law, a Special Permit to waive dimensional requirements by relaxing them by a maximum of 25% may be granted in the Mixed-Use 128 Zoning District if the Board finds that, given the particular location and/or configuration of a project in relation to the surrounding neighborhood, the proposed waivers are consistent with the public good and that the proposed Project complies with the standards and criteria set forth in the provisions of the By-Law. The Board notes that Parcel 7 is owned by a limited liability company, owned and managed by Maria Serpentino Iriti and Carmelo Iriti, Trustees and that Parcel 8 is held by Mrs. Iriti, as Trustee of Riti Realty Trust –under a 99-year lease ending on November 23, 2081 thereby effectively making the required setback from an interior lot line. On the basis of the above findings and criteria, the Board finds that the proposed Project plan, as conditioned and limited herein, to meet these requirements, to be in harmony with the general purposes and intent of the By-Law, to comply with all applicable By-Law requirements, and will not be a detriment to the town’s and neighborhood’s inherent use of the surrounding area.

THEREFORE, the Board voted 5-0 to GRANT: (1) the requested Special Permit under Section 4.9.3 of the Needham Zoning By-Law to allow the reduction of the side yard setback by 25% from 10 feet to 7.5 feet; subject to and with the benefit of the following Plan modifications, conditions and limitations.

PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the Site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected, or modified information. The Building Inspector shall not issue any building permit nor shall he permit any construction activity on the Site to begin on the Site until and unless he finds that the Plan is revised to include the following additional corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Inspector. Where approvals are required from persons other than the Building Inspector, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Inspector before the Inspector shall issue any building permit or permit for any construction on the Site. The Petitioner shall submit nine copies of the final Plans as approved for construction by the Building Inspector to the Board prior to the issuance of a Building Permit.

- 2.0 The Plan shall be modified to include the requirements and recommendations of the Board as set forth below. The modified plans shall be submitted to the Board for approval and endorsement. All requirements and recommendations of the Board, set forth below, shall be met by the Petitioner.
- a) No Plan Modifications.

CONDITIONS AND LIMITATIONS

- 3.0 The proposed addition subject to the reduction of the side yard setback by 25% from 10 feet to 7.5 feet shall be constructed in accordance with the Plan, as modified by this Decision. Any changes, revisions or modifications to the Plan, as modified by this Decision, shall require approval by the Board, except that Petitioner may forgo construction of the vestibule addition, and install the tent on its own, without the need for further review.
- 3.1 Said approval is conditioned upon the receipt of the Special Permit Approval from the Board of Appeals to permit the replacement of the existing outdoor patio and seats with a permanent tent structure containing 32 total seats, for a total of 86 seats, and construct a vestibule addition near the existing building entry.
- 3.2 No building permit shall be issued in pursuance of the Special Permit approval until:
- a. The final plans shall be in conformity with those approved by the Board, and a statement certifying such approval shall have been filed by this Board with the Building Inspector.
- b. The Petitioner shall have received a Special Permit from the Board of Appeals for the replacement of the existing outdoor patio and seats with a permanent tent structure containing 32 total seats, for a total of 86 seats, and construction a vestibule addition near the existing building entry, as further described in Section 1.4 of this Decision.
- c. The Petitioner shall have recorded with the Norfolk County Registry of Deeds a certified copy of this Decision granting this Special Permit with the appropriate reference to the book and page number of the recording of the Petitioner's title deed or notice endorsed thereon.
- 3.3 No building or structure, or portion thereof, subject to this Special Permit Approval shall be occupied until:

a. An as-built plan, supplied by the engineer of record certifying that the on-site project improvements were built according to the approved documents, has been submitted to the Board and Department of Public Works. The as-built plan shall show the building, approved changes to the finished grades, final construction details of the altered parking areas, and sidewalk and curbing improvements on-site, in their true relationship to the lot lines. In addition to the engineer of record, said plan shall be certified by a Massachusetts Registered Land Surveyor.

b. That there shall be filed with the Building Inspector and Board a statement by the Department of Public Works certifying that the approved changes to the building, approved changes to the finished grades, final construction details of the altered parking areas, sidewalk and curbing improvements on-site, have been constructed to the standards of the Town of Needham Department of Public Works and in accordance with the approved Plan.

c. That there shall be filed with the Board and Building Inspector a Certificate of Compliance or Final Affidavit signed by a registered architect upon completion of construction.

This approval shall be recorded in the Norfolk District Registry of Deeds. This Special Permit shall not take effect until a copy of this decision bearing the certification of the Town Clerk that twenty (20) days have elapsed after the decision has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied is recorded with Norfolk District Registry Deeds and until the Petitioner has delivered a certified copy of the recorded document to the Board.

The provisions of this Special Permit shall be binding upon every owner or owner of the lots and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land, as shown on the plan, in full force and effect for the benefit of and enforceable by the Town of Needham.

Any person aggrieved by this Decision may appeal pursuant to General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this Decision with the Needham Town Clerk.

Witness our hands this 16th day of June, 2020.

NEEDHAM PLANNING BOARD

Jeanne S. McKnight, Chair

Paul S. Alpert

Adam Block

Martin Jacobs

Ted Owens

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss _____, 2020

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

Notary Public

My Commission Expires _____

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the Amendment to Decision of the project proposed by Spiga LLC, 18 Highland Circle, Needham, MA, for property located at Spiga LLC, 18 Highland Circle, Needham, MA, has passed,

____and there have been no appeals filed in the Office of the Town Clerk or
____there has been an appeal filed.

Date

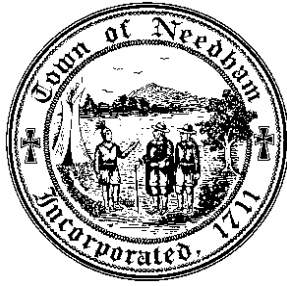
Theodora K. Eaton, Town Clerk

Copy sent to:

Petitioner
Design Review Board
Building Inspector
Conservation Commission
George Giunta, Jr., Attorney

Select Board
Engineering
Fire Department
Police Department

Board of Health
Town Clerk
Director, PWD
Parties in Interest



LEGAL NOTICE
Planning Board
TOWN OF NEEDHAM
NOTICE OF HEARING

Under the provisions of M.G.L., Ch. 41, S. 81-T, the Needham Planning Board will hold a public hearing on Tuesday, June 16, 2020 at 7:30 p.m. by Zoom Web ID Number 826-5899-3198 (further instructions for accessing are below), regarding the application of William John Piersiak, William John Piersiak, Trustee of the 768B Chestnut Street Realty Trust, Evelyn Soule Maloomian, and Koby Kemple, Manager of the 766 Chestnut LLC, for approval of a Definitive Subdivision Plan. Said Plan consists of thirteen (13) sheets and was submitted along with accompanying material on April 29, 2020. If approved, the Plan would create six (6) individual house lots that conform to current zoning, all lots would have frontage and be accessed from the new proposed roadway. Currently, the land to be subdivided is in multiple ownerships, and there are several buildings on the land. All were constructed pursuant to permit and are lawful. Some of the buildings will remain, and some will be demolished, as shown on the Subdivision Plan. Lot 4 of the Heather Lane subdivision is intended to itself be subdivided into five Residential Compound lots, which will have access and frontage via a private way called Heather Lane Extension.

The land proposed to be subdivided is located at 764, 766, 768-768A, and 768B Chestnut Street, which properties have, in total, 26.904 acres of land, Needham, Norfolk County, Massachusetts, and described as follows:

Beginning at a point on the easterly side of Chestnut Street, at the northwesterly corner of the herein described premises, thence;

Running S36° 23' 52"E a distance of 38.05' to a point;

Thence turning and running S 87° 02' 45"E a distance of 703.32' to a point;

Thence turning and running N82° 55' 00"E a distance of 428.45' to a point;

Thence turning and running S19° 23' 30"E a distance of 230.30' to a point;

Thence turning and running S18° 57' 00"E a distance of 625', more or less to the Charles River;

Thence turning and running southerly and westerly by the Charles River a distance of 1,564', more or less, to a point;

Thence turning and running N14° 09' 11"E a distance of 679.53' to a point;

Thence running along a curve to the right having a radius of 1,917.51' and an arc length of 144.78' to a point;

Thence running along a curve to the left having a radius of 115.80' and an arc length of 49.25' to a point;

Thence turning and running N73° 13' 00"W a distance of 42.86' to a point;

Thence running along a curve to the right having a radius of 192.40' and an arc length of 59.52' to a point;

Thence turning and running N55° 29' 32"W a distance of 100.92' to a point;

Thence running along a curve to the left having a radius of 276.96' and an arc length of 62.36' to a point;

Thence running along a curve to the left having a radius of 720.00' and an arc length of 92.46' to a point;

Thence turning and running N75° 45' 00"W a distance of 85.00' to a point on the easterly side of Chestnut Street;

Thence turning and running by the easterly side of Chestnut Street N14° 15' 00"E a distance of 150.00' to the point and place of beginning.

The described area contains 26.904 acres, more or less.

To view and participate in this virtual hearing on your phone, download the “Zoom Cloud Meetings” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the following Meeting ID: 826-5899-3198

To view and participate in this virtual hearing on your computer, at the above date and time, go to www.zoom.us click “Join a Meeting” and enter the following ID: 826-5899-3198

Copies of the Definitive Plan and other application materials may be viewed at this link: <https://www.needhamma.gov/Archive.aspx?AMID=146&Type=&ADID=>. Interested persons are encouraged to attend the public hearing and make their views known to the Planning Board. This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at (<http://masspublicnotices.org/>).

NEEDHAM PLANNING BOARD

Needham Times: May 28, 2020 and June 4, 2020.

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By E-Mail and Mail
April 27, 2020

Lee Newman
Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Subdivision

Dear Lee:

In connection with the Heather Lane Subdivision, please find enclosed:

1. Application for Approval of a Definitive Subdivision Plan.
2. Letter from Evelyn Soule Maloomian, dated March 11, 2020.
3. Letter from Koby Kempel, dated March 18, 2020).
4. Plan entitled "Definitive Subdivision Plans for Heather Lane, 764, 766, 768-768A, & 768B Chestnut Street, Needham, MA", prepared by Kelly Engineering Group, Inc., dated March 3, 2020, including Sheets 1, 2, 3A, 3B, 3C, 4A, 4B, 4C, 5, 6, 7, 8 and 9 (1 full size, 1 reduced size).
5. Stormwater Management Report 03/03/20, Heather Lane 764, 766, 768-768A, & 768B Chestnut St. Needham, MA, by Kelly Engineering Group.
6. Legal Description of the Boundaries of the Land to Be Subdivided.
7. Lists of Dedham, Westwood, and Dover abutters.
8. Copies of April 27, 2020 letters from Robert T. Smart, Jr., Esq. to the Needham Town Clerk, and to the Needham Board of Health.
9. List of requested waivers.
10. Letter from Robert T. Smart, Jr., Esq., dated April 27, 2020, with legal analysis.

11. Draft Declaration of Trust, Heather Lane Homeowners Association.
12. Draft Declaration of Restrictive Covenants.
13. Draft Subdivision Covenant.
14. Draft Grant of Utility Easement.
15. Draft Grant of Drainage Easement.

A check for the filing fee, in the amount of \$2,000.00, is being delivered, with a cover letter, to the drop box of the Public Services Administration Building.

Legal notice bills can come to me, at 399 Chestnut Street, Needham, MA 02492 (781-444-9344).

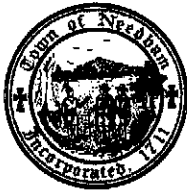
Please let me know whether any additional materials are needed for the filing. Please also confirm the hearing will be scheduled for June 16, 2020.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R.T.S.' or similar, written in a cursive style.

Robert T. Smart, Jr.

Cc: William Piersiak
Koby Kempel
Alexandra Clee
Tedi Eaton



PLANNING

TOWN OF NEEDHAM, MA
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

500 Dedham Avenue
Needham, MA 02492
781-455-7550

APPLICATION FOR APPROVAL
OF A DEFINITIVE SUBDIVISION PLAN

Date: April 27 20 20

The undersigned, on behalf of William John Piersiak et als (see Attached Sheet) (owner's name or self) of
764, 766, 768, 768A, 768B Chestnut Street (address), owner of land in Needham, the description of
said land being submitted herewith, desiring to make a subdivision of said land hereby submits the following required plans
and documents:

- a) the original tracings and eight full sized copies and six reduced sized copies of each of the
following plans –
- i. a key location map
 - ii. a lot plan
 - iii. a profile plan
 - iv. a municipal services and utility plan
 - v. a topographic plan
 - vi. any detail plans required

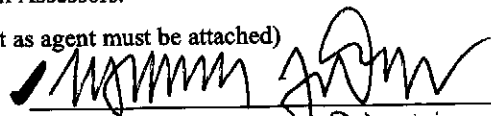
Each plan bearing titles, endorsements and imprints required.

- b) a filing fee of \$500 plus \$250 per lot for each lot in the subdivision.
- c) a description of the boundaries of the entire area to be subdivided; and
- d) a list of names and addresses of all abutters as they appear on the most recent Needham Assessors' records
- e) _____
(specify any additional material or information submitted)

and petitions the Planning Board to consider and approve such subdivision plans under the provisions of the Subdivision Control Law (M.G.L. Chapter 41, Sections 81-A through 81-G inclusive, as amended) and in accordance with the Rules and Regulations of the Needham Planning Board and the applicable By-Laws of the Town of Needham.

The undersigned certifies that the applicant(s) is/are the sole owner(s) of the entire land proposed to be subdivided and that the subdivision plans and the description submitted indicate the true boundaries of said land and the correct names of all abutters as shown on the most recent records of the Needham Assessors.

(If the applicant is not the owner, written authorization to act as agent must be attached)

 (owners)
William John Piersiak

By _____ (agent)

This application is accepted by the Needham Planning Board in accordance with Sections 81-Q and 81-T of the Subdivision Control Law.

_____ 20____

By _____

ATTACHMENT TO APPLICATION FOR APPROVAL
OF A DEFINITIVE SUBDIVISION PLAN

Owners	Property Addresses	Book and Page
William John Piersiak	768-768A Chestnut St (Lot 4A 8/22/00 Cheney Eng Plan, Plan 511 of 2000 Book 478)	36756/532
William J. Piersiak, Trustee Of The 768B Chestnut Street Realty Trust	768B Chestnut Street (Parcel A and Lot 1 8/22/00 Cheney Eng. Plan)	26628/469
Evelyn Soule Maloomian	764 Chestnut Street Matthews Plan No. 589 of 1940, recorded in Book 2997, Page 501	9928/146
Koby Kempel, Manager 766 Chestnut LLC	766 Chestnut Street Lot G1, Giunta plan 4/7/82 Plan No. 712, Plan Bk 298	36038/67

Evelyn Soule Maloomian
32284 Lakeshore Drive
Tavares, FL 32778

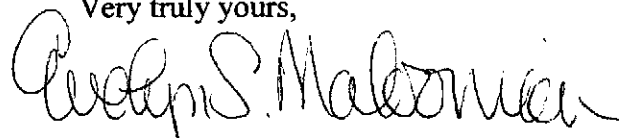
MARCH 16 2020

Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Dear Sir/Madam:

I own property at 764 Chestnut Street, Needham, and have an agreement to sell it to William John Piersiak. I hereby authorize Mr. Piersiak to file a subdivision application which includes my property.

Very truly yours,

A handwritten signature in cursive script that reads "Evelyn S. Maloomian". The signature is written in dark ink and is positioned above the printed name.

Evelyn Soule Maloomian

Koby Kempel
766 Chestnut LLC
766 Chestnut Street
Needham, MA 02492

March 18, 2020

Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Dear Sir/Madam:

As the Owner, Manager and authorized agent of 766 Chestnut LLC, which holds title to the property located at 766 Chestnut Street, Needham, I hereby authorize William John Piersiak to file a subdivision application on my behalf, which includes my property.

Respectfully,

A handwritten signature in black ink, appearing to read 'K. Kempel', written in a cursive style.

Koby Kempel, Manager
766 Chestnut LLC

Legal Description

Proposed Heather Lane Subdivision

That certain parcel of land located on the easterly side of Chestnut Street in Needham, Norfolk County, Massachusetts.

Beginning at a point on the easterly side of Chestnut Street, at the northwesterly corner of the herein described premises, thence;

Running S36° 23' 52"E a distance of 38.05' to a point;

Thence turning and running S 87° 02' 45"E a distance of 703.32' to a point;

Thence turning and running N82° 55' 00"E a distance of 428.45' to a point;

Thence turning and running S19° 23' 30"E a distance of 230.30' to a point;

Thence turning and running S18° 57' 00"E a distance of 625', more or less to the Charles River;

Thence turning and running southerly and westerly by the Charles River a distance of 1,564', more or less, to a point;

Thence turning and running N14° 09' 11"E a distance of 679.53' to a point;

Thence running along a curve to the right having a radius of 1,917.51' and an arc length of 144.78' to a point;

Thence running along a curve to the left having a radius of 115.80' and an arc length of 49.25' to a point;

Thence turning and running N73° 13' 00"W a distance of 42.86' to a point;

Thence running along a curve to the right having a radius of 192.40' and an arc length of 59.52' to a point;

Thence turning and running N55° 29' 32"W a distance of 100.92' to a point;

Thence running along a curve to the left having a radius of 276.96' and an arc length of 62.36' to a point;

Thence running along a curve to the left having a radius of 720.00' and an arc length of 92.46' to a point;

Thence turning and running N75° 45' 00"W a distance of 85.00' to a point on the easterly side of Chestnut Street;

Thence turning and running by the easterly side of Chestnut Street N14° 15' 00"E a distance of 150.00' to the point and place of beginning.

The described area contains 26.904 acres, more or less.



Robert Smart <bob@robertsmart.net>

Re: Piersiak

1 message

Robert Smart <bob@robertsmart.net>
To: Lee Newman <LNewman@needhamma.gov>

Mon, Mar 23, 2020 at 5:03 PM

will do

Robert T. Smart, Jr., Esq.
399 Chestnut Street
Needham, MA 02492
T 781-444-9344
FX 781-449-0242
bob@robertsmart.net

On Mon, Mar 23, 2020 at 4:25 PM Lee Newman <LNewman@needhamma.gov> wrote:

Bob,

This looks fine. Please include these emails as part of your formal filing.

Lee

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Robert Smart <bob@robertsmart.net>
Sent: Monday, March 23, 2020 3:27:23 PM
To: Lee Newman <LNewman@needhamma.gov>
Subject: Piersiak

Lee: attached are the abutter lists from the three adjacent communities.

Dover (2): 770 Chestnut Street LLC, and Burhoe

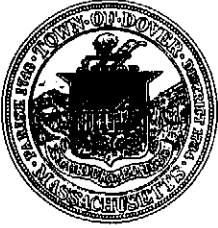
Westwood (1): Gay, Trustees

Dedham (2): Gay, Anderson and Cabot

Is this email sufficient to provide you the abutter lists?

Bob

Robert T. Smart, Jr., Esq.
399 Chestnut Street
Needham, MA 02492
T 781-444-9344
FX 781-449-0242
bob@robertsmart.net



OFFICE OF
BOARD OF ASSESSORS
P.O. BOX 250
DOVER, MASSACHUSETTS 02030-0250
508-785-0032 EXT. 241

March 18, 2020

Robert T Smart, Jr., Esq.
Attorney at Law
399 Chestnut Street
Needham, MA 02492

Re: Certified List of Dover Direct Abutters to 768-768A-768B Chestnut Street,
Needham, MA Property Line.

Dear Mr. Smart:

Listed below are the Dover abutters to the property located at 768-768A-768B Chestnut Street, Needham, MA. This certification represents direct abutters to the property line, including those across a traveled way or across a body of water, according to our most recent tax list.

*08-004 (Lot D, Dedham Street)
Harley Lank & Audra Lank, Trustees
Chestnut Nominee Trust
5 Willow Road
Weston, MA 02493

08-005
William S. Burhoe
344 Dedham Street
Dover, MA 02030

**Conveyed July 12, 2019 to 770 Chestnut Street LLC, c/o The Shoreline Corp., 130 Prospect Street, Cambridge, MA 02139.*

Respectfully,

A handwritten signature in black ink, appearing to read "Kristin Abraham", is written over a horizontal line.

Kristin Abraham
Assessor Clerk



Robert Smart <bob@robertsmart.net>

RE: certified abutters list

1 message

Janice Barba <jbarba@townhall.westwood.ma.us>
To: Robert Smart <bob@robertsmart.net>

Tue, Mar 10, 2020 at 10:25 AM

Sir – the direct abutter is:

THE 235 WESTFIELD STREET REALTY TRUST
PAUL G & CAROLINE W GAY TRUSTEES
235 WESTFIELD ST
WESTWOOD, MA 02090

Best,

Janice Barba, Administrative Assistant*Assessor's Office*

580 High Street, Westwood, MA 02090

781 326-1904

From: Robert Smart [mailto:bob@robertsmart.net]
Sent: Tuesday, March 10, 2020 10:01 AM
To: Janice Barba
Subject: Re: certified abutters list

Ms. Barba: we need only the direct abutter(s) to the Needham parcel, not abutters to the abutter(s) on the Westfield side.
Could you send a revised list? Bob

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

On Mon, Mar 9, 2020 at 4:13 PM Janice Barba <jbarba@townhall.westwood.ma.us> wrote:

Mr. Smart – please see attached.

Best,

Janice Barba, Administrative Assistant

Assessor's Office

580 High Street, Westwood, MA 02090

781 326-1904

From: Robert Smart [mailto:bob@robertsmart.net]

Sent: Monday, March 09, 2020 2:57 PM

To: assessors@townhall.westwood.ma.us

Subject: certified abutters list

Please see my letter and request for certified abutters list, attached. If there are questions, please call.

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

The Attorney General has determined that email correspondences are public records unless the content of the email falls with one of the stated exemptions under the Public Records Laws

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The Attorney General has determined that email correspondences are public records unless the content of the email falls with one of the stated exemptions under the Public Records Laws



1 message

Tue, Mar 10, 2020 at 9:25 AM

[illegible]

3/10/2020

Robert T. Smart Jr., Esq Mail - FW: Abutters List Dedham - 768-768A - B CHESTNUT ST NEEDHAM

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

 map43-1.pdf
265K

43-1
999 Country Club
RD.

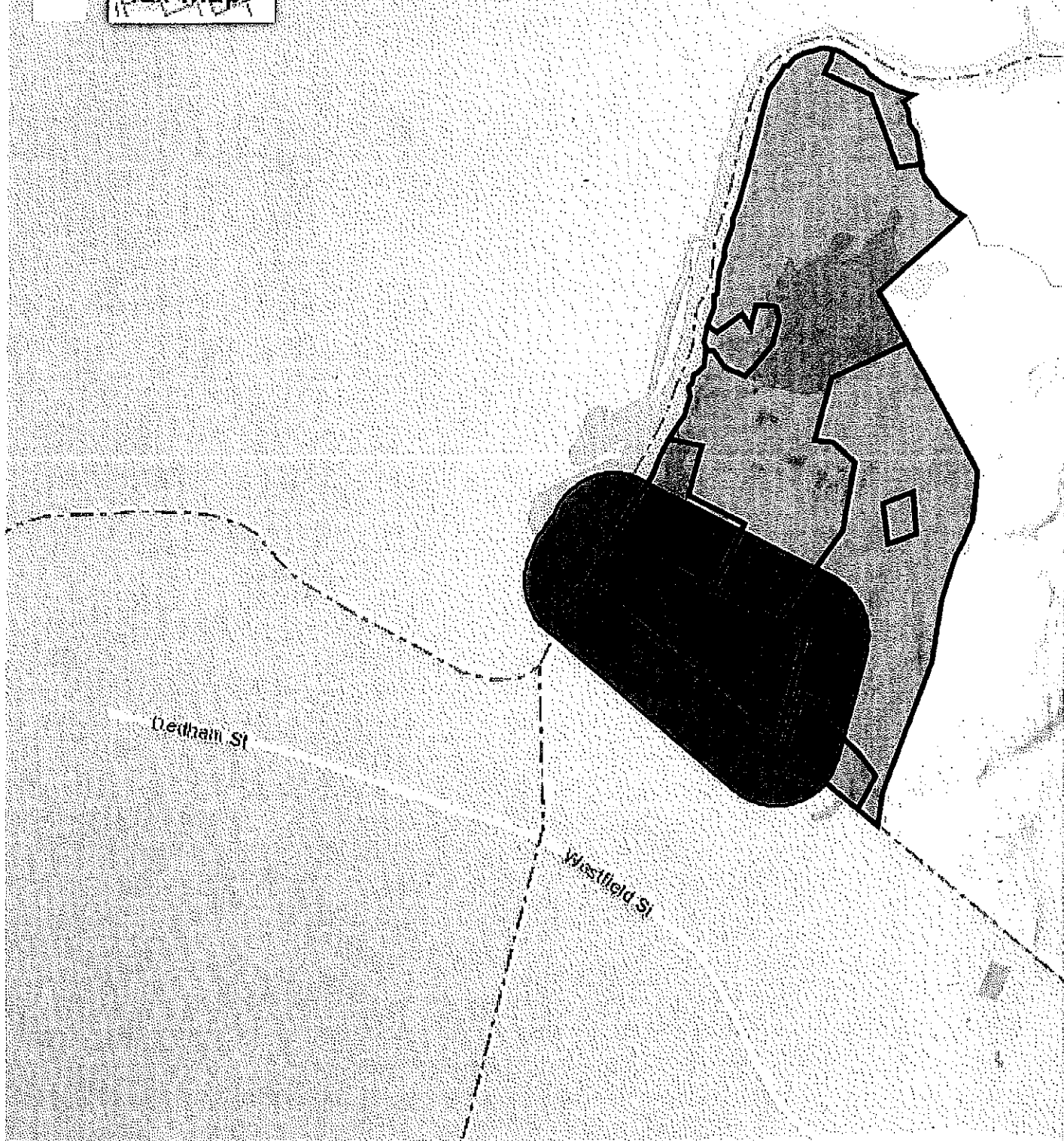
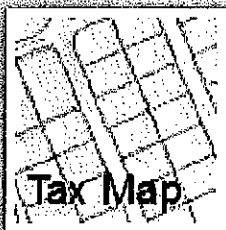
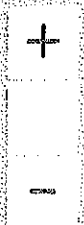
43-1
235 WESTFIELD ST RLTY TR THE
GAY PAUL G & CAROLINE W TRS
235 WESTFIELD ST
NEEDHAM MA 02492-2733

43-2B
ANDERSON EDWARD T ETUX
CABOT LINDA N TE
185 WESTFIELD ST
WESTWOOD MA 02090

43-2
ANDERSON EDWARD T ETUX
CABOT LINDA N TE
185 WESTFIELD ST
WESTWOOD MA 02090



Public Notification...



ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

E-Mail

April 27, 2020

Tedi Eaton, Town Clerk
Town Hall
1471 Highland Avenue
Needham, MA 02492

Re: Heather Lane Subdivision

Dear Tedi:

This letter is a Notice of Submission of a Definitive Subdivision Plan, pursuant to Massachusetts General Laws Chapter 41, Section 81T.

The Plan was submitted on April 27, 2020 to the Planning Board. The owners of the land to be subdivided are William John Piersiak, William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust, Evelyn Soule Maloomian, and Koby Kempel, Manager of 766 Chestnut LLC.

A copy of the Application for Approval of a Definitive Subdivision Plan, which has attached to it a sheet detailing the owners and addresses of the properties within the proposed subdivision, and a description of the land which proposed to be subdivided, are enclosed.

Very truly yours,



Robert T. Smart, Jr.

Cc: William Piersiak
Needham Planning Board

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By Hand Delivery and Email
April 27, 2020

Needham Board of Health
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

Re: Heather Lane Subdivision

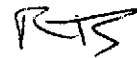
Dear Members of the Board:

Enclosed, pursuant to Massachusetts General Laws Chapter 41, Section 81U, please find one copy of each of the following:

1. Application for Approval of a Definitive Subdivision Plan.
2. Plans titled "Definitive Subdivision Plans for Heather Lane, 764, 766, 768-768A, & 768B Chestnut Street, Needham, MA".

By statute, your report to the Planning Board is due within 45 days hereof. It is requested that you submit your report earlier, so that the Planning Board can consider it at said Board's public hearing, scheduled for June 16, 2020.

Very truly yours,



Robert T. Smart, Jr.

Cc: William Piersiak
Needham Planning Board

Definitive Subdivision

The following is a list of waivers from the Town of Needham Subdivision Regulations.

1. Section 3.3.1 – Right of Way Width

40' wide right of way instead of 50'

2. Section 3.3.1 – Pavement Width

20' wide pavement instead of 24'

3. Section 3.3.1 - Max slope of 1% at 25' intersection

2.6% instead of 1%

4. Section 3.3.3 - 20' radii at intersection

Southerly radii is existing non-conforming and restricted within abutting property.

5. Section 3.3.6 – Curbing

Cape cod berm at catch basin inlets instead of granite or reinforced concrete. This waiver is requested because the curbing of the streets cannot transition from cape cod berm to concrete curb

6. Section 3.3.16 – Sidewalks

No sidewalk rather than one sidewalk

7. Section 3.3.16 – Standard Cross Section

Street cross-section as shown on the plans. No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

And waivers of such other sections of the Needham Subdivision Regulations as may be required.

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By E-Mail and Mail

April 27, 2020

Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Subdivision

Dear Members of the Board:

This letter is filed in support of an Application for Approval of a Definitive Subdivision Plan, for the properties at 764, 766, 768-768A, and 768B Chestnut Street, which properties have, in total, 26.904 acres of land. The subdivision property is located within the Rural Residence-Conservation (RRC) District. The owners of these several properties, listed on the sheet attached hereto, have joined in the application. The proposed subdivision will have 6 lots.

Currently, the land to be subdivided is in multiple ownerships, and there are several buildings on the land. All were constructed pursuant to permit and are lawful. Some of the buildings will remain, and some will be demolished, as shown on the Subdivision Plan.

A set of plans has been submitted with the Application. They are titled "Definitive Subdivision Plans for Heather Lane, 764, 766, 768-768A, & 768B Chestnut Street, Needham, MA", prepared by Kelly Engineering Group, Inc., dated March 3, 2020, including Sheets 1, 2, 3A, 3B, 3C, 4A, 4B, 4C, 5, 6, 7, 8 and 9.

Lot 4 of the Heather Lane subdivision is intended to itself be subdivided into five Residential Compound lots, which will have access and frontage via a private way called Heather Lane Extension. Lot 4 is the subject property for two related applications, also filed today: (1) an Application for Special Permit for Residential Compound, and (2) an Application for Approval of a Definitive Subdivision Plan.

It is requested that the Board consider and hear all these applications together, and then vote them separately.

Each of the six lots in the proposed subdivision will have more than the required 150 feet of frontage on Heather Lane, a 40-foot wide private way. Each lot will have more than the

required one acre of land. Most of the requirements in Needham's Subdivision Rules and Regulations will be met.

Seven waivers are requested:

1. Section 3.3.1 – Right of Way Width (40' rather than 50' is requested)
2. Section 3.3.1 – Pavement Width (20' rather than 24')
3. Section 3.3.1 – Slope (2.6% rather than 1.0%)
4. Section 3.3.3 – 28' Radii at Intersection (Existing non-conforming, and located on abutting property not controlled by the Applicants)
5. Section 3.3.6 – Curbing (Cape cod berm rather than granite or reinforced concrete at catch basin inlets, due to transition issues)
6. Section 3.3.16 – Sidewalk (No sidewalk rather than sidewalk on one side).
7. Section 3.3.16 – Standard Cross Section (Street cross-section as shown on the plans. No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

The requested waivers are justified. Waivers 1, 2, 6 and 7 were granted in connection with both the Riverbend Lane Subdivision (11/13/07 Decision) and the Riverview Estates/Burr Drive Subdivision (6/16/98 Decision). The other three waivers are sensible for engineering reasons and, as to #5, as a pre-existing condition over which the Applicants have no control.

The owners of the proposed subdivision lots will be required to join the Heather Lane Association, which will become the owner of Heather Lane, and will be obligated to maintain and repair as necessary the road, utilities, and drainage system shown on the subdivision plan.

Although Heather Lane will be and remain a private way, the Town of Needham will have the right to enter upon Heather Lane for all appropriate purposes for which public ways are used in the Town of Needham. The restrictions and covenants set forth in the Declaration of Restrictive Covenants, filed herewith, will run with the land and be enforceable by the Town of Needham.

It is requested that the proposed subdivision plan be approved.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. T. Smart".

Robert T. Smart, Jr.

Cc: William Piersiak
Koby Kempel

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By delivery
April 27, 2020

Lee Newman
Drop Box
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Subdivision

Dear Lee:

In connection with the Heather Lane Subdivision, please find enclosed a check in the amount of \$2,000.00, for the filing fee.

Very truly yours,



Robert T. Smart, Jr.

Cc: Alexandra Clee
Tedi Eaton
William Piersiak
Koby Kempel

DEFINITIVE SUBDIVISION PLANS

FOR
HEATHER LANE
764, 766, 768-768A, & 768B CHESTNUT STREET
NEEDHAM, MA

MARCH 03, 2020

SHEET INDEX						
SHEET No.	DESCRIPTION	LATEST REVISED DATE	CONSTRUCTION	REVISIONS		
1	COVER SHEET					
2	KEY SHEET					
3A	EXISTING CONDITIONS PLAN					
3B	EXISTING CONDITIONS PLAN					
3C	EXISTING CONDITIONS PLAN					
4A	LOTTING & ZONING PLAN					
4B	LOTTING & ZONING PLAN					
4C	LOTTING & ZONING PLAN					
5	PLAN & PROFILE PLAN					
6	GRADING PLAN					
7	UTILITY PLAN					
8	DETAIL SHEET					
9	DETAIL SHEET					

OWNER/APPLICANT:

WILLIAM JOHN PIERSIK
768-768A CHESTNUT ST.
NEEDHAM, MA

WILLIAM J. PIERSIK, TR
768B CHESTNUT STREET REALTY TRUST
768B CHESTNUT ST.
NEEDHAM, MA

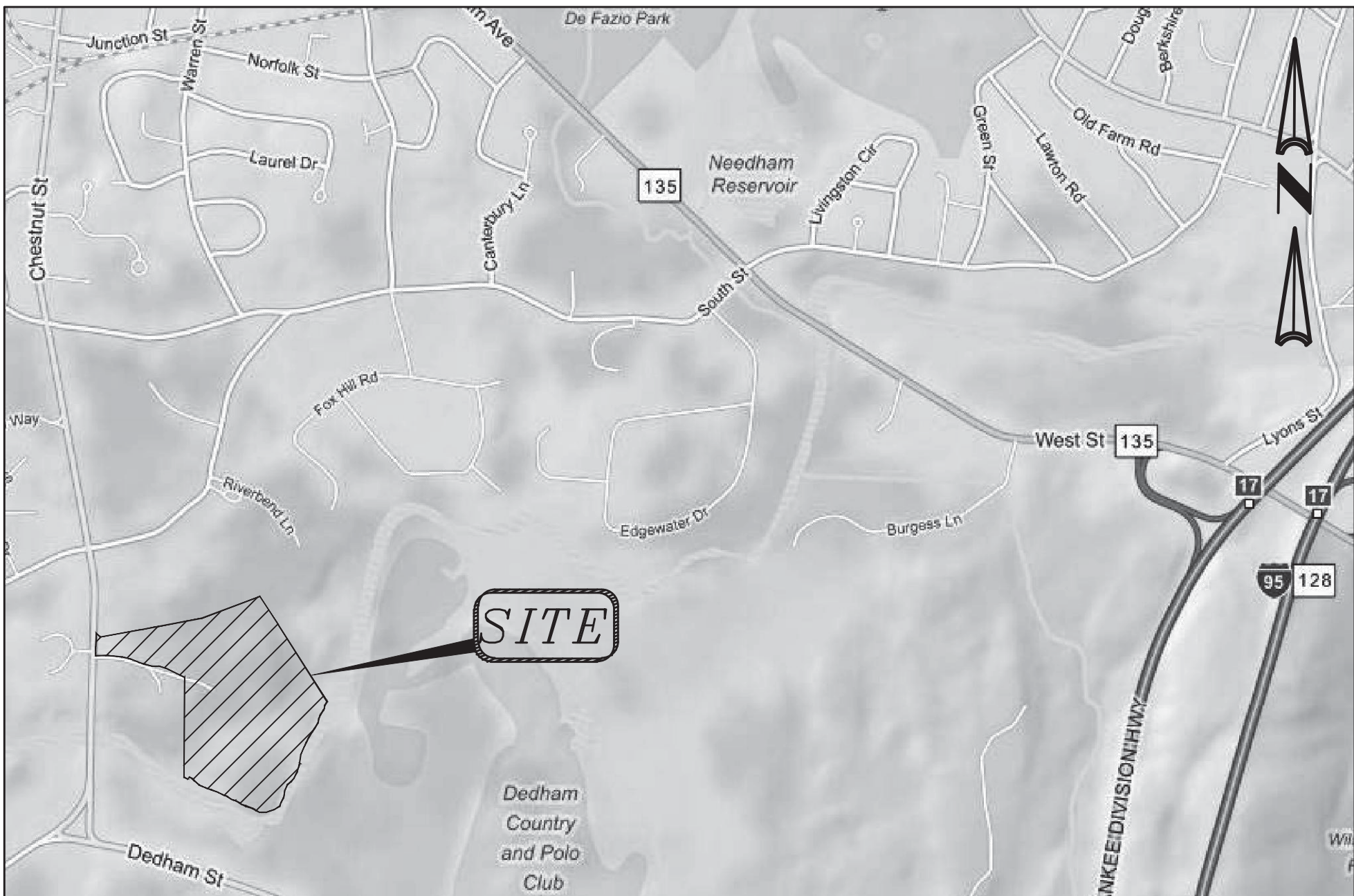
EVELYN SOLE MALOUMIAN
764 CHESTNUT ST.
NEEDHAM, MA

766 CHESTNUT LLC, KOBAYASHI, MANAGER
766 CHESTNUT ST.
NEEDHAM, MA

CIVIL ENGINEERS:

KELLY ENGINEERING GROUP, INC.
0 CAMPANELLI DRIVE
BRAINTREE, MA 02184

DEFINITIVE PLAN OF THE SUBDIVISION OF LAND
IN THE TOWN OF NEEDHAM, SITUATED OFF
CHESTNUT STREET



LOCATION MAP

"I CERTIFY THAT, TO THE BEST OF MY
KNOWLEDGE AND BELIEF, THIS PLAN IS
TRUE AND CORRECT TO THE ACCURACY
REQUIRED BY THE SUBDIVISION
REGULATIONS AND PROCEDURAL RULES
OF THE PLANNING BOARD OF THE TOWN
OF NEEDHAM."

DAVID N. KELLY, P.E.

"I, TOWN CLERK OF THE TOWN OF
NEEDHAM, CERTIFY THAT THE NOTICE OF
APPROVAL OF THIS PLAN BY THE
NEEDHAM PLANNING BOARD HAS BEEN
RECEIVED AND RECORDED AT THIS OFFICE
AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SAID
NOTICE."

DATE TOWN CLERK

"APPROVED IN ACCORDANCE WITH
SECTION 81-U OF CHAPTER 41 OF THE
GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND
CONDITIONS OF A COVENANT GIVEN IN
ACCORDANCE WITH SECTION 81-U,
CHAPTER 41 OF THE GENERAL LAWS AS
AMENDED.

APPROVED DATE

ENDORSED DATE

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

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WORKING ACCORDANCE WITH THE CONTRACT DOCUMENTS.
THE EXTENT OF KELLY ENGINEERING GROUP'S LIABILITY FOR THIS PLAN IS LIMITED TO THE EXTENT OF ITS FEE LESS THIRD PARTY COST

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Digitally signed by David
Noel Kelly P.E.
DN: cn=David Noel Kelly
P.E., o=Kelly Engineering
Group, Inc., ou,
email=dnoel@kellyengr.com,
c=US
Date: 2020.04.22 14:23:51
+0400



SCALE NA	DISK REF NO. F:\P\2019-088
DATE 03/03/20	DRAWN BY C.L.
SHEET 1 OF 9	CHKD BY DAM
PLAN NO. 2019-088-TS00	APPD BY DNK

764, 766, 768-768A, & 768B CHESTNUT STREET
NEEDHAM, MA



KELLY ENGINEERING GROUP
civil engineering consultants
0 Campanelli Drive, Braintree, MA 02184
Phone: 781-843-4333 www.kellyengineeringgroup.com

SHEET NO.

1

EXISTING LEGEND	
	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	TOWN LINE
	EASEMENT
	WETLANDS

PROPOSED LEGEND	
	PROPERTY LINE

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

APPROVED DATE _____
ENDORSED DATE _____

DIRECTOR OF PUBLIC WORKS _____

TOWN ENGINEER _____

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS"

STEVEN M. HORSFALL, P.L.S. DATE _____

Compliance with Subdivision Rules and Regulations Sub-Section 3.3

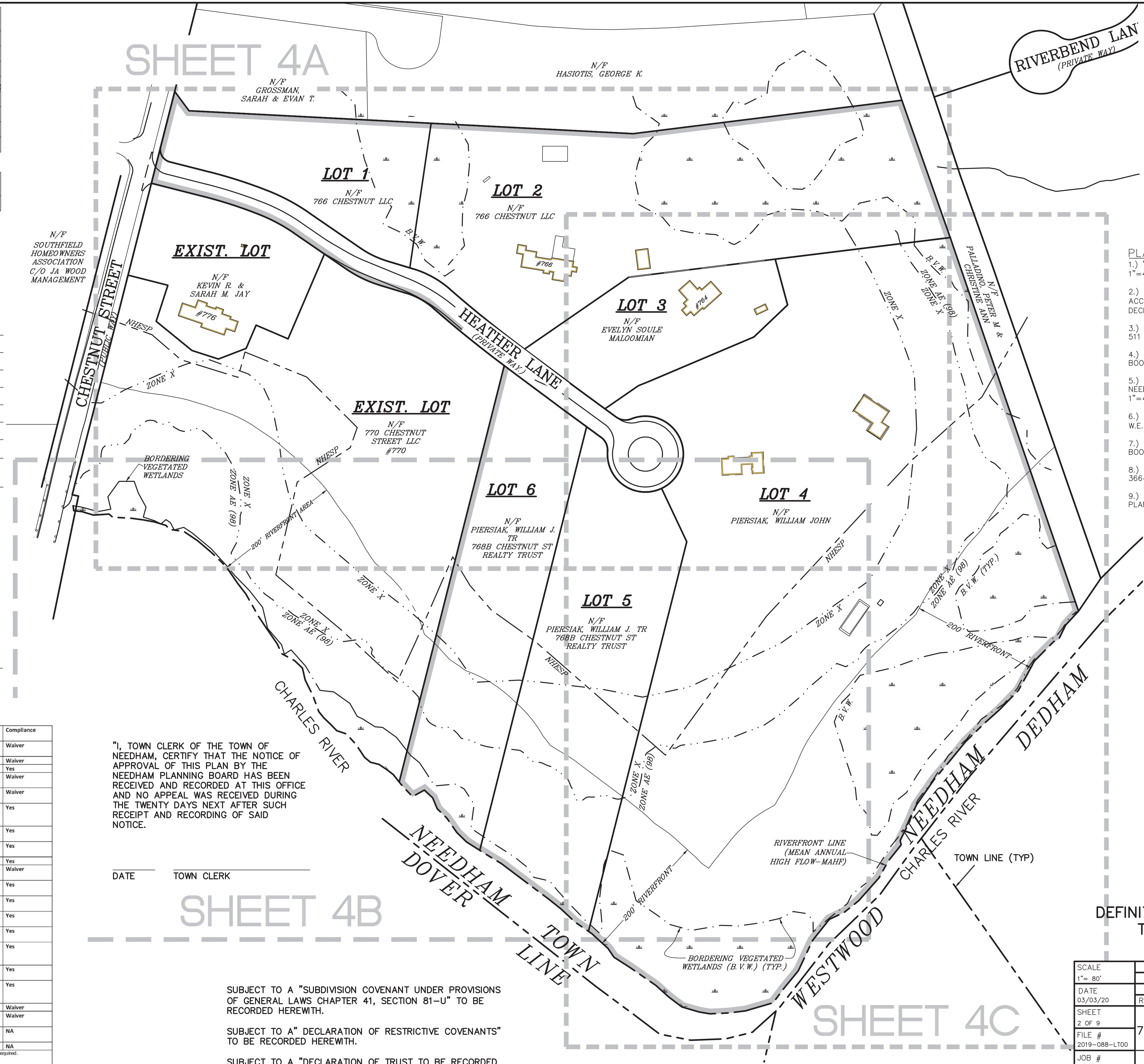
Applicable Section	Parameter	Required	Provided	Compliance
3.3.1	Right of Way Width	50'	40'	Waiver
3.3.1	Pavement Width	24'	20'	Waiver
3.3.1	Street Slope	>0.7% and <8%	>0.7% and <8%	Yes
3.3.1	Street slope at Intersection	1% for 50'	2.6%	Waiver
3.3.3	Radii at Intersection	20'	Existing	Waiver
3.3.3	Minimum Centerline Radius	100'	>100'	Yes
3.3.4	Intersection angle	90 degrees	90 Degrees	Yes
3.3.5	Dead End Street	Max. Length = 1200'	981'	Yes
3.3.5	Cul-De-Sac	60' Radius	60'	Yes
3.3.6	Curbing	Granite or Bituminous	Bituminous	Waiver
3.3.8	Granite bounds	As required in 3.3.8	As required	Yes
3.3.9	Street Signs	At street entrance	Yes	Yes
3.3.11	Sewer	Connect to sewer	Yes	Yes
3.3.12	Water	Connect to water	Yes	Yes
3.3.13	Storm Drainage	Provide Storm drainage	To be provided on individual building lots	Yes
3.3.14	Power cable etc	Place underground	Placed underground	Yes
3.3.15	Trees	Endeavor to save existing trees	Where possible	Yes
3.3.16	Sidewalks	One Side	None	Waiver
3.3.16	Standard Cross-Section	One side, 24' wide	None, 20' wide	Waiver
3.3.17	Fire Alarm	Connect to town fire circuit	None	NA
3.3.19	Sidewalk Ramps	ADA curb ramps	No Sidewalk	NA

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THE EXTENT OF KELLY ENGINEERING GROUP'S LIABILITY FOR THIS PLAN IS LIMITED TO THE EXTENT OF ITS FEE LESS THIRD PARTY COST

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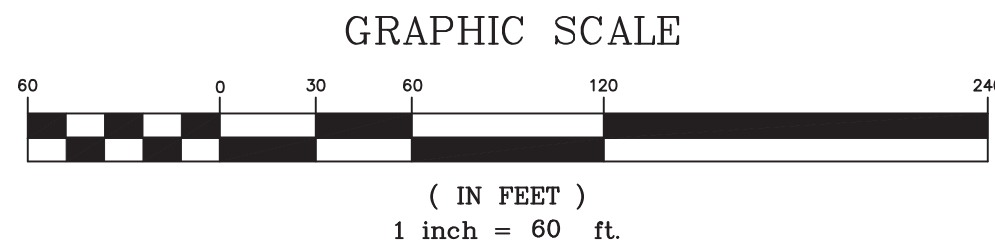
DATE _____ TOWN CLERK _____

SUBJECT TO A "SUBDIVISION COVENANT UNDER PROVISIONS OF GENERAL LAWS CHAPTER 41, SECTION 81-U" TO BE RECORDED HEREWITH.

SUBJECT TO A" DECLARATION OF RESTRICTIVE COVENANTS" TO BE RECORDED HEREWITH.

SUBJECT TO A "DECLARATION OF TRUST TO BE RECORDED HEREWITH.

SUBJECT TO A "DEFINITIVE SUBDIVISION DECISION TO BE RECORDED HEREWITH.



- PLAN REFERENCES
- 1.) "PLAN OF LAND IN NEEDHAM, MASS., PROPERTY OF GERTRUDE A. HUTCHINS, SCALE: 1"=40', OCTOBER 1, 1940", FILED AS PLAN 589 IN BOOK 2297, PAGE 501.
 - 2.) "PLAN OF LAND BELONGING TO MARY H. RUDDY AND CONSTANTINE HUTCHINS, JR. ACCORDING TO THE WILL OF GERTRUDE AMORY HUTCHINS, NEEDHAM, MASS., 1"=80', DECEMBER 3, 1979", FILED AS PLAN 1182 IN BOOK 5686, PAGE 363.
 - 3.) "PLAN OF LAND IN NEEDHAM, MASS. SCALE 1"=80', AUGUST 22, 2000", FILED AS PLAN 511 IN PLAN BOOK 478.
 - 4.) "PLAN OF LAND IN NEEDHAM, MASS., APRIL 7, 1982, 1"=60", FILED AS 712 IN PLAN BOOK 298.
 - 5.) "PLAN OF WELLESLEY EXTENSION SEWER REPLACEMENT LAND TAKING PLAN IN NEEDHAM, TO BE TAKEN BY MASSACHUSETTS WATER RESOURCES WATER AUTHORITY, 1"=40', OCTOBER, 1993", FILED AS PLAN 149 OF 1994.
 - 6.) "PLAN OF WELLESLEY EXTENSION SEWER REPLACEMENT LAND TAKING PLAN NO. W.E.S.R.-2-7, 1"=40', SEPTEMBER 1987", FILED AS PLAN 214 OF 1989.
 - 7.) "PLAN OF LAND IN NEEDHAM, MA, 1"=40', JULY 22, 2002", FILED AS PLAN 5 IN PLAN BOOK 527.
 - 8.) "PLAN OF LAND OF HANNAH E. POND, 1"=100', OCTOBER 21, 1914", FILED AS PLAN 3664 IN PLAN BOOK 76.
 - 9.) "COMPILED PLAN OF LAND IN NEEDHAM, MASS., 1"=50', AUGUST 19, 1981", FILED AS PLAN 774 IN PLAN BOOK: 291.

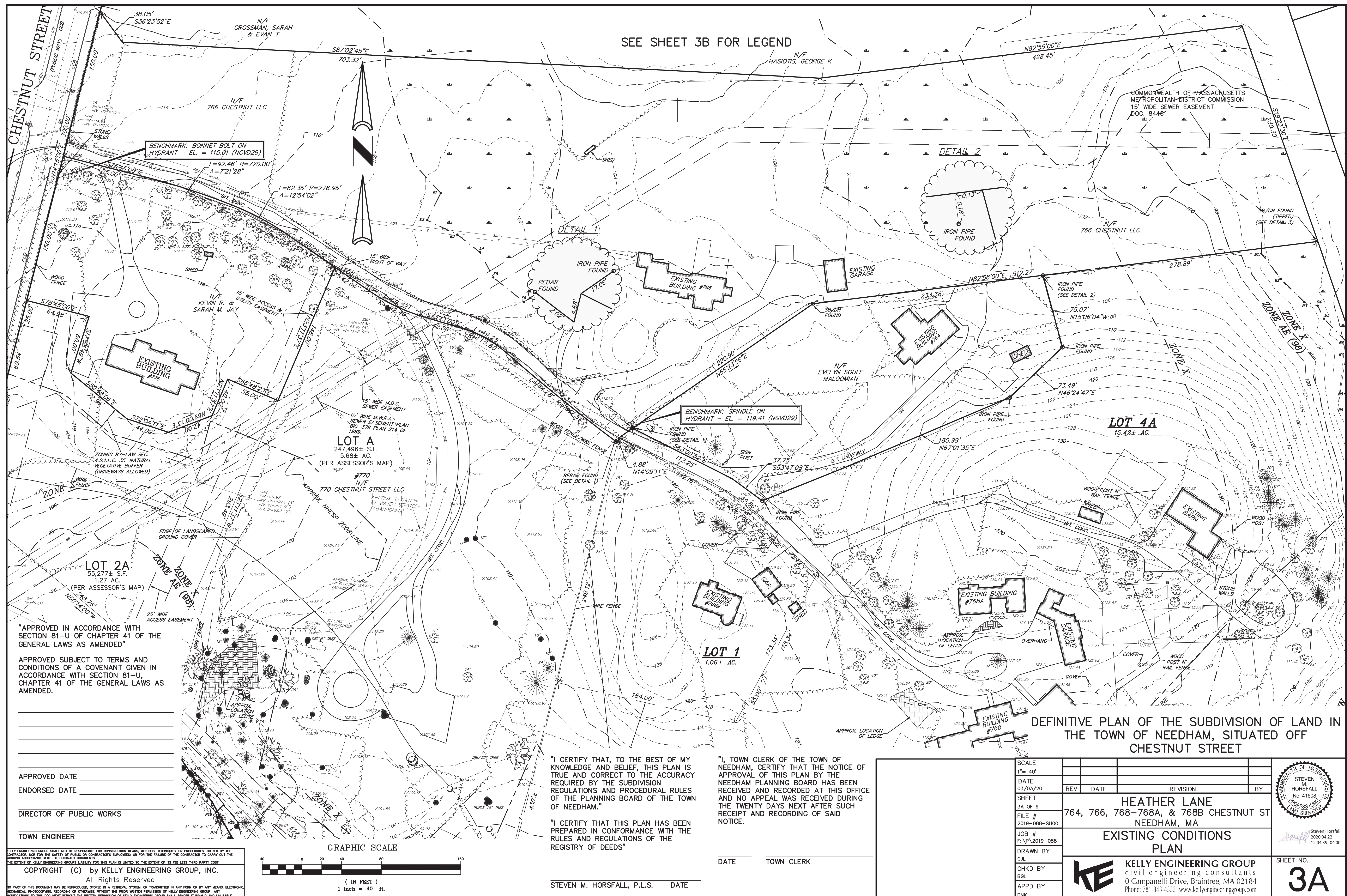
ZONING LEGEND			
ZONING DISTRICT: RURAL RESIDENCE CONSERVATION			
	REQUIRED	PROVIDED	COMPLIANCE
MIN. AREA	43,560 S.F. (1 ACRE)	1 ACRE	YES
MIN. FRONTAGE	150'	>150'	YES
MIN. LOT WIDTH	150'	>150'	YES
MIN. YARD -FRONT	50'	>50'	YES
-SIDE	25'	>25'	YES
-REAR	25'	>25'	YES
LOT COVERAGE	15%	<15%	YES
BUILD FACTOR	30 MAX.	<30	YES

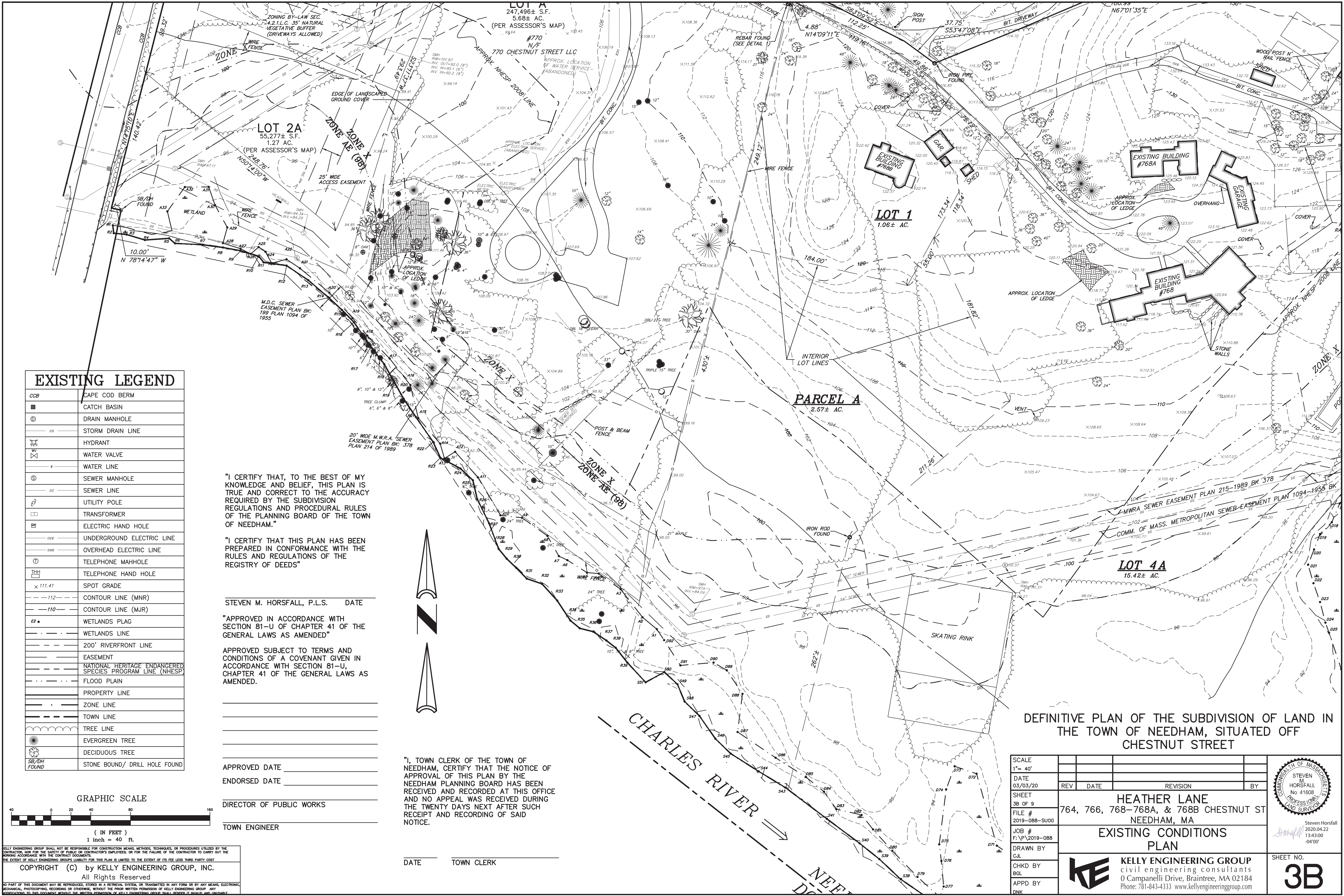
DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

SCALE 1"= 80'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 2 OF 9	HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA			
FILE # 2019-088-LT00	KEY SHEET			
JOB # F:\P\2019-088	DRAWN BY CUL			
CHKD BY BGL	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
APPD BY DNK	SHEET NO. 2			



Steven
Horsfall
2020.04.22
12:04:08
-04'00'





EXISTING LEGEND

CCB	CAPE COD BERM
■	CATCH BASIN
⊙	DRAIN MANHOLE
SD	STORM DRAIN LINE
HY	HYDRANT
WV	WATER VALVE
W	WATER LINE
SM	SEWER MANHOLE
SS	SEWER LINE
UP	UTILITY POLE
TR	TRANSFORMER
EH	ELECTRIC HAND HOLE
UE	UNDERGROUND ELECTRIC LINE
OHE	OVERHEAD ELECTRIC LINE
TM	TELEPHONE MAHOLE
THH	TELEPHONE HAND HOLE
X 111.41	SPOT GRADE
112	CONTOUR LINE (MNR)
110	CONTOUR LINE (MJR)
EZ	WETLANDS FLAG
W	WETLANDS LINE
200'	200' RIVERFRONT LINE
E	EASEMENT
NHESP	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
F	FLOOD PLAIN
P	PROPERTY LINE
Z	ZONE LINE
T	TOWN LINE
TL	TREE LINE
ET	EVERGREEN TREE
DT	DECIDUOUS TREE
SB/DH FOUND	STONE BOUND/ DRILL HOLE FOUND

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS"

STEVEN M. HORSFALL, P.L.S. DATE

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

APPROVED DATE

ENDORSED DATE

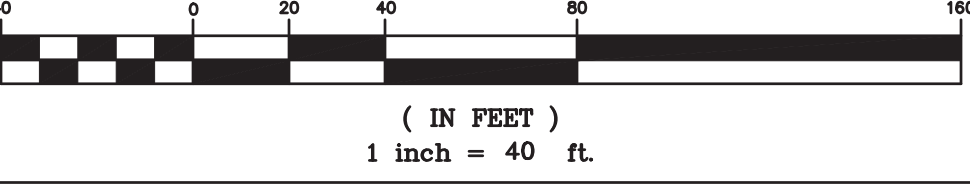
DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

"I, TOWN CLERK OF THE TOWN OF NEEDHAM, CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE NEEDHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

DATE TOWN CLERK

GRAPHIC SCALE



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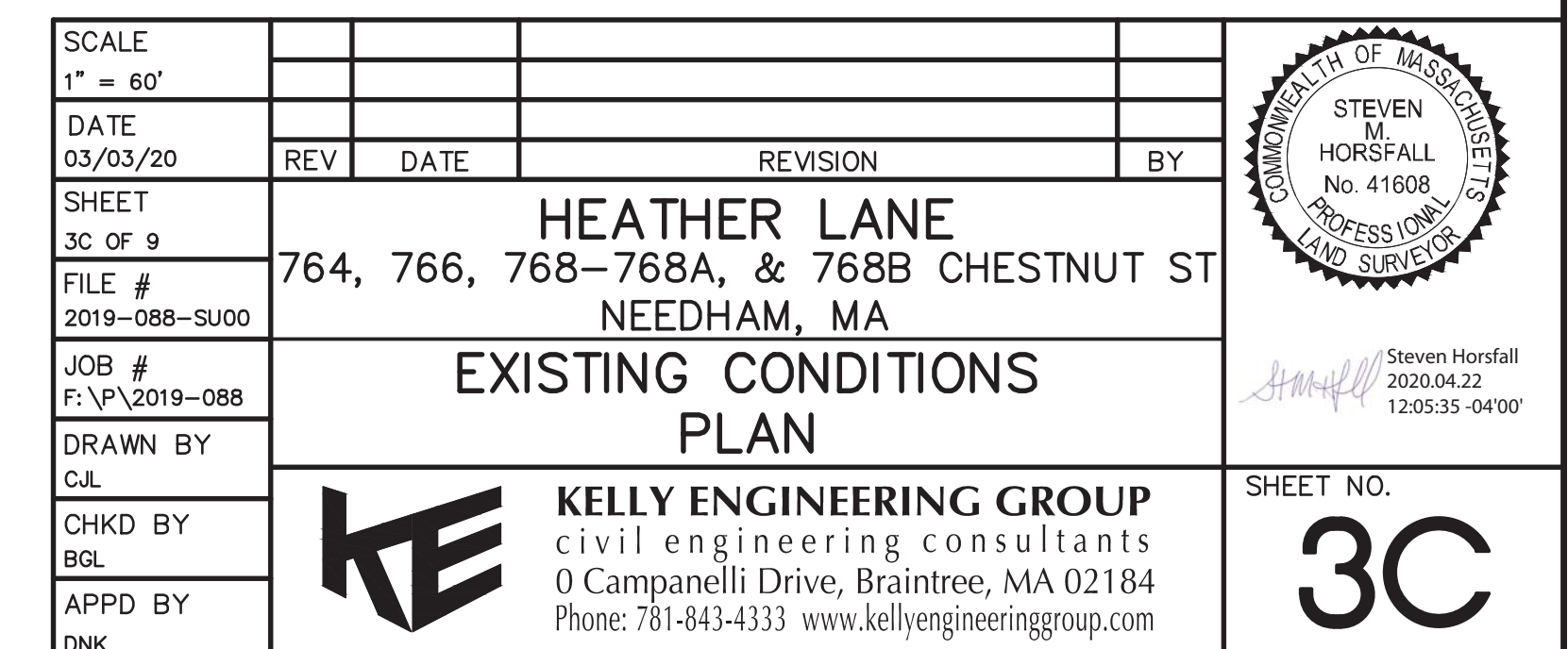
DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

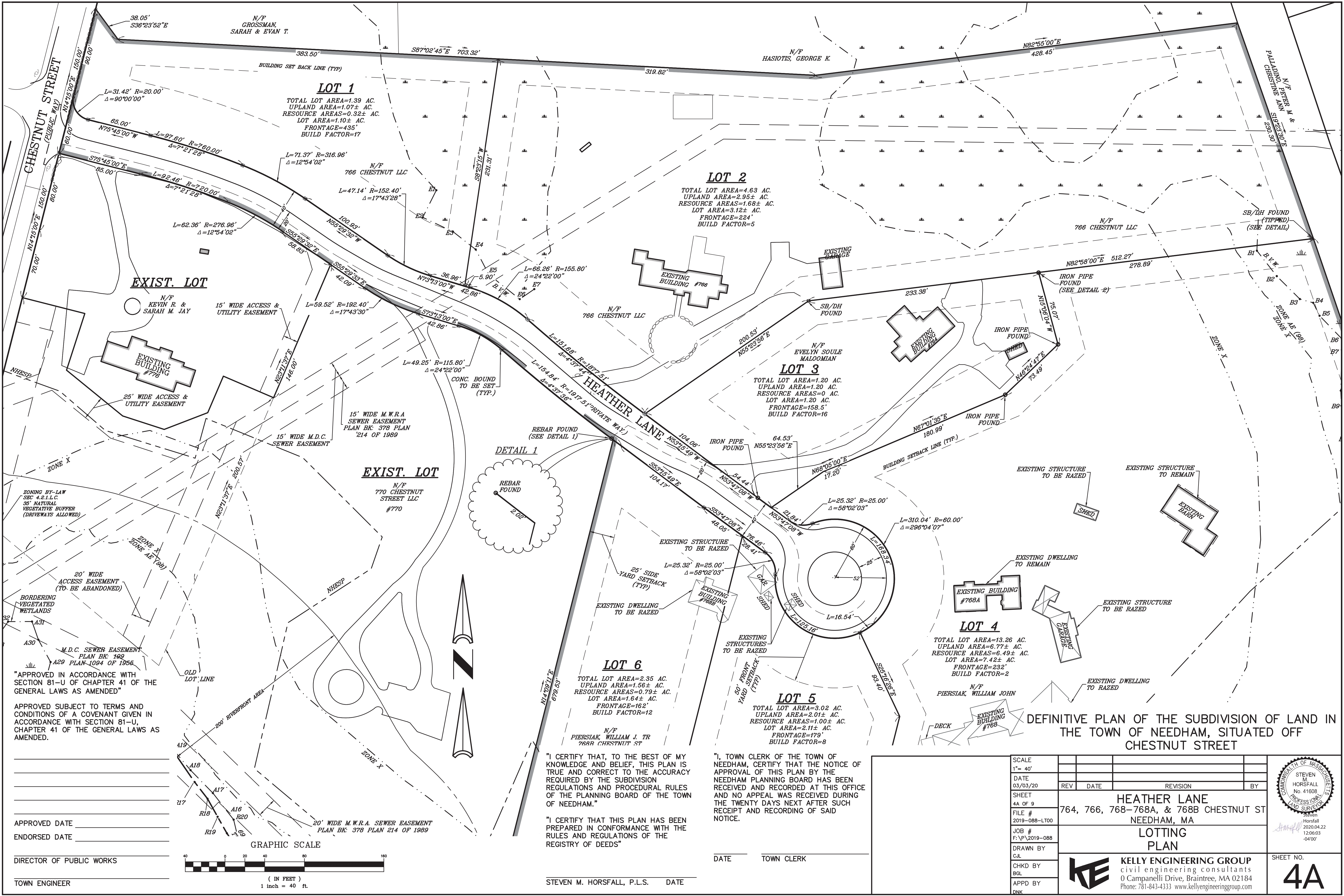
SCALE 1"= 40'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 3B OF 9	HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA			
FILE # 2019-088-SU00	EXISTING CONDITIONS PLAN			
JOB # F:\P\2019-088	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
DRAWN BY C/L				
CHKD BY BGL				
APPD BY DNK				

STEVEN M. HORSFALL
No. 41608
PROFESSIONAL
LAND SURVEYOR

Steven Horsfall
2020.04.22
13:45:00
-04'00"

SHEET NO.
3B





DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN
THE TOWN OF NEEDHAM, SITUATED OFF
CHESTNUT STREET

"I CERTIFY THAT, TO THE BEST OF MY
KNOWLEDGE AND BELIEF, THIS PLAN IS
TRUE AND CORRECT TO THE ACCURACY
REQUIRED BY THE SUBDIVISION
REGULATIONS AND PROCEDURAL RULES OF
THE PLANNING BOARD OF THE TOWN
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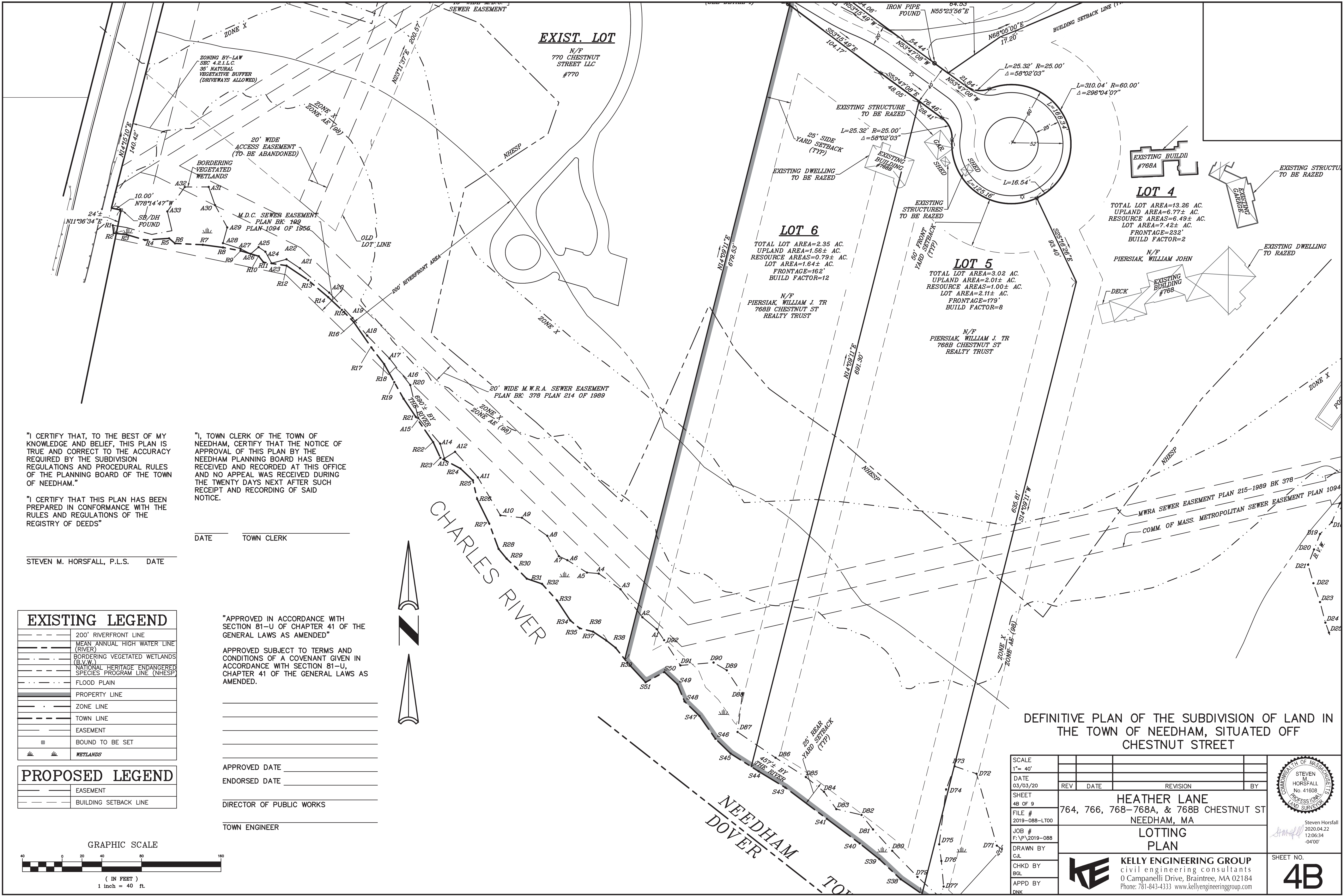
DATE TOWN CLERK

SCALE 1" = 40'	REV	DATE	REVISION	BY
DATE 03/03/20				
SHEET 4A OF 9				
FILE # 2019-088-LT00				
JOB # F:\P\2019-088				
DRAWN BY C.L.				
CHKD BY BGL				
APPD BY DNK				
HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA				
LOTING PLAN				
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com				

COMMONWEALTH OF MASSACHUSETTS
STEVEN M. HORSFALL
No. 41608
PROFESSIONAL
LAND SURVEYOR

Steven
Horsfall
2020.04.22
12:06:03
-04'00"

SHEET NO.
4A



"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

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STEVEN M. HORSFALL, P.L.S. DATE

DATE TOWN CLERK

EXISTING LEGEND	
	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	PROPERTY LINE
	ZONE LINE
	TOWN LINE
	EASEMENT
	BOUND TO BE SET
	WETLANDS

PROPOSED LEGEND	
	EASEMENT
	BUILDING SETBACK LINE

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

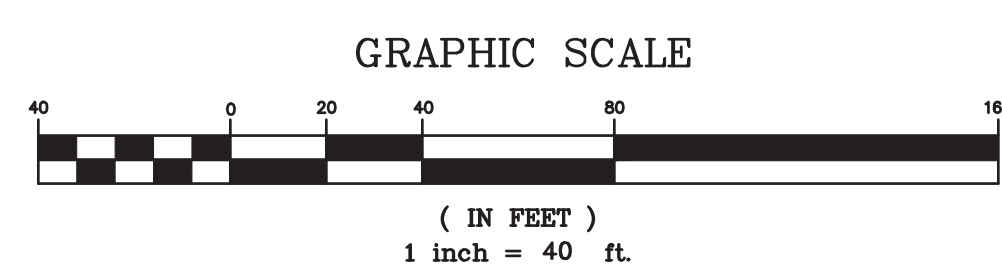
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APPROVED DATE

ENDORSED DATE

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER



DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

SCALE 1"= 40'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 4B OF 9	HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA			
FILE # 2019-088-LT00	LOTING PLAN			
JOB # F:\P\2019-088	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
DRAWN BY C.L.	SHEET NO. 4B			
CHKD BY BGL				
APPD BY DNK				



	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	PROPERTY LINE
	ZONE LINE
	TOWN LINE
	EASEMENT
	BOUND TO BE SET
	WETLANDS

— — — —	EASEMENT
— — — —	BUILDING SETBACK LINE

APPROVED SUBJECT TO TERMS AND
CONDITIONS OF A COVENANT GIVEN IN
ACCORDANCE WITH SECTION 81-U,
CHAPTER 41 OF THE GENERAL LAWS AS
AMENDED.

ENDORSED DATE _____

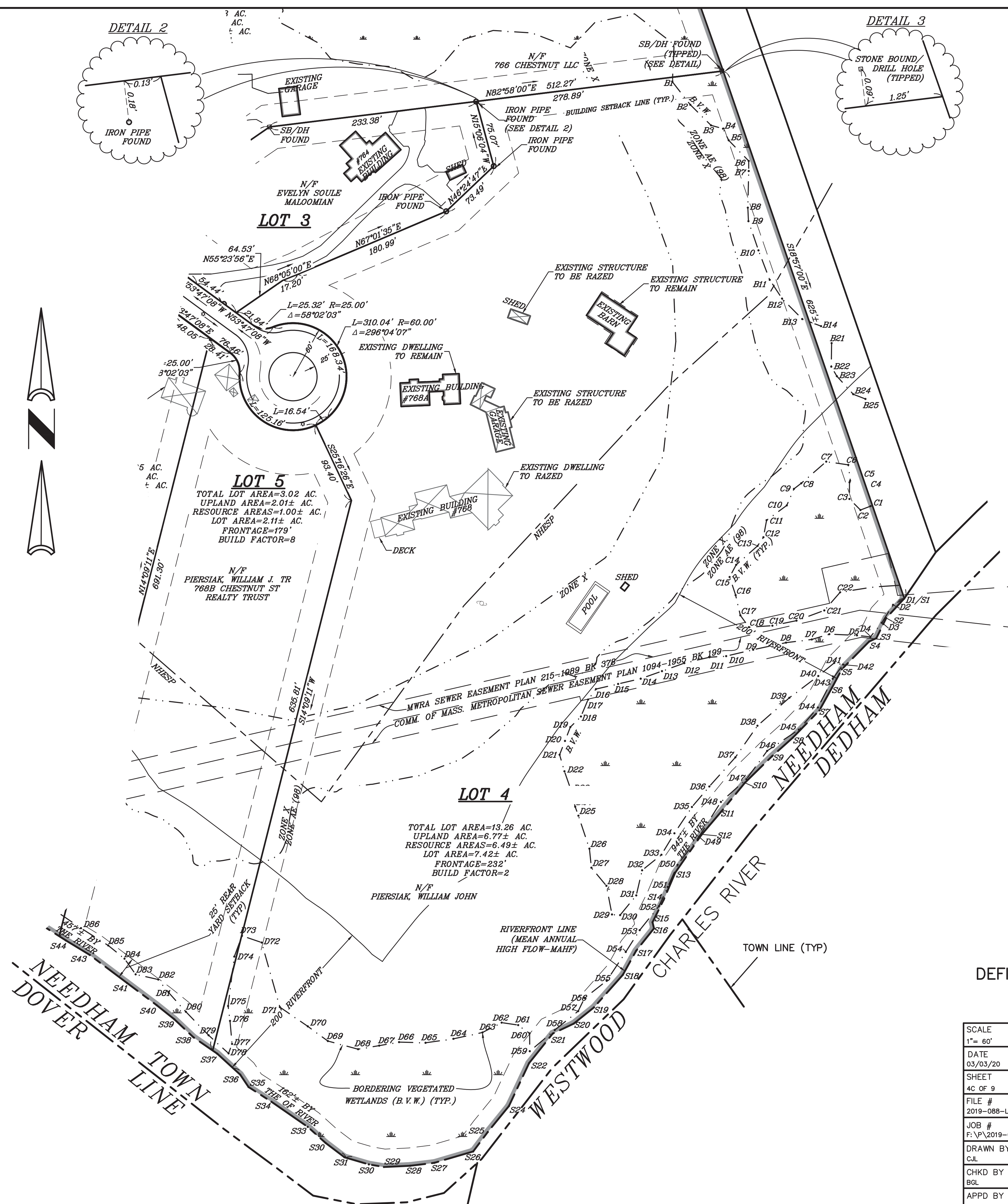
TOWN ENGINEER

"I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS"

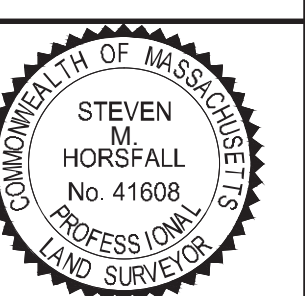
"I, TOWN CLERK OF THE TOWN OF NEEDHAM, CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE NEEDHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



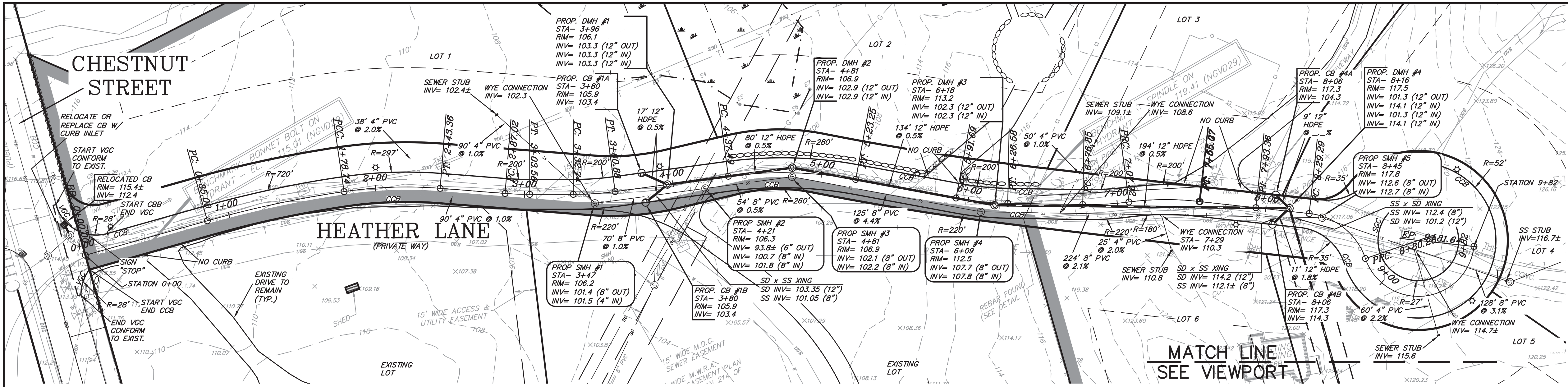
SCALE 1"= 60'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 4C OF 9	HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA LOTING PLAN			
FILE # 2019-088-LT00				
JOB # F:\P\2019-088				
DRAWN BY CUL	 KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
CHKD BY BGL				
APPD BY				



Steven
Horsfall
2020.04.22
12:07:10
-04'00'

SHEET NO.

4C



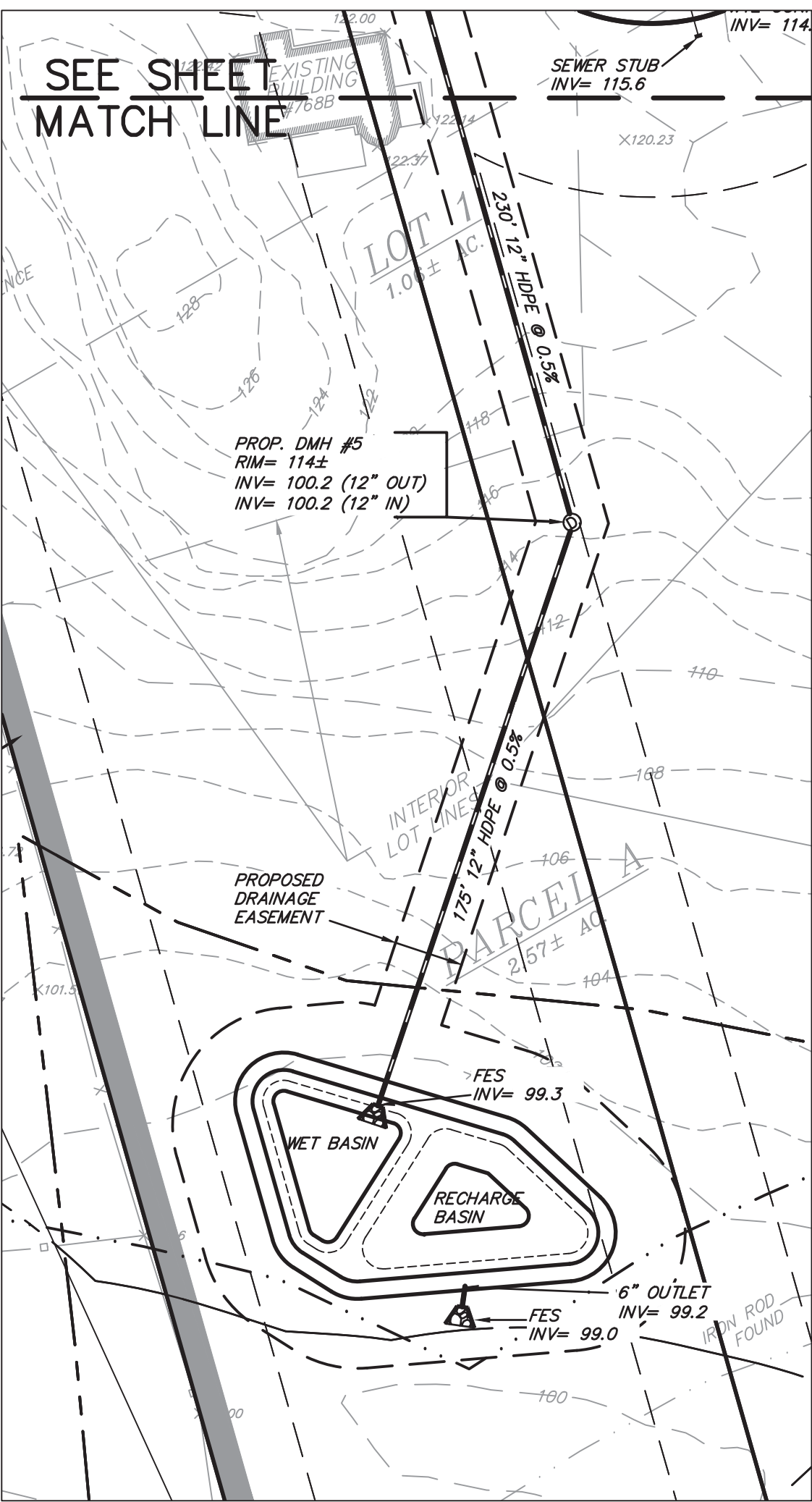
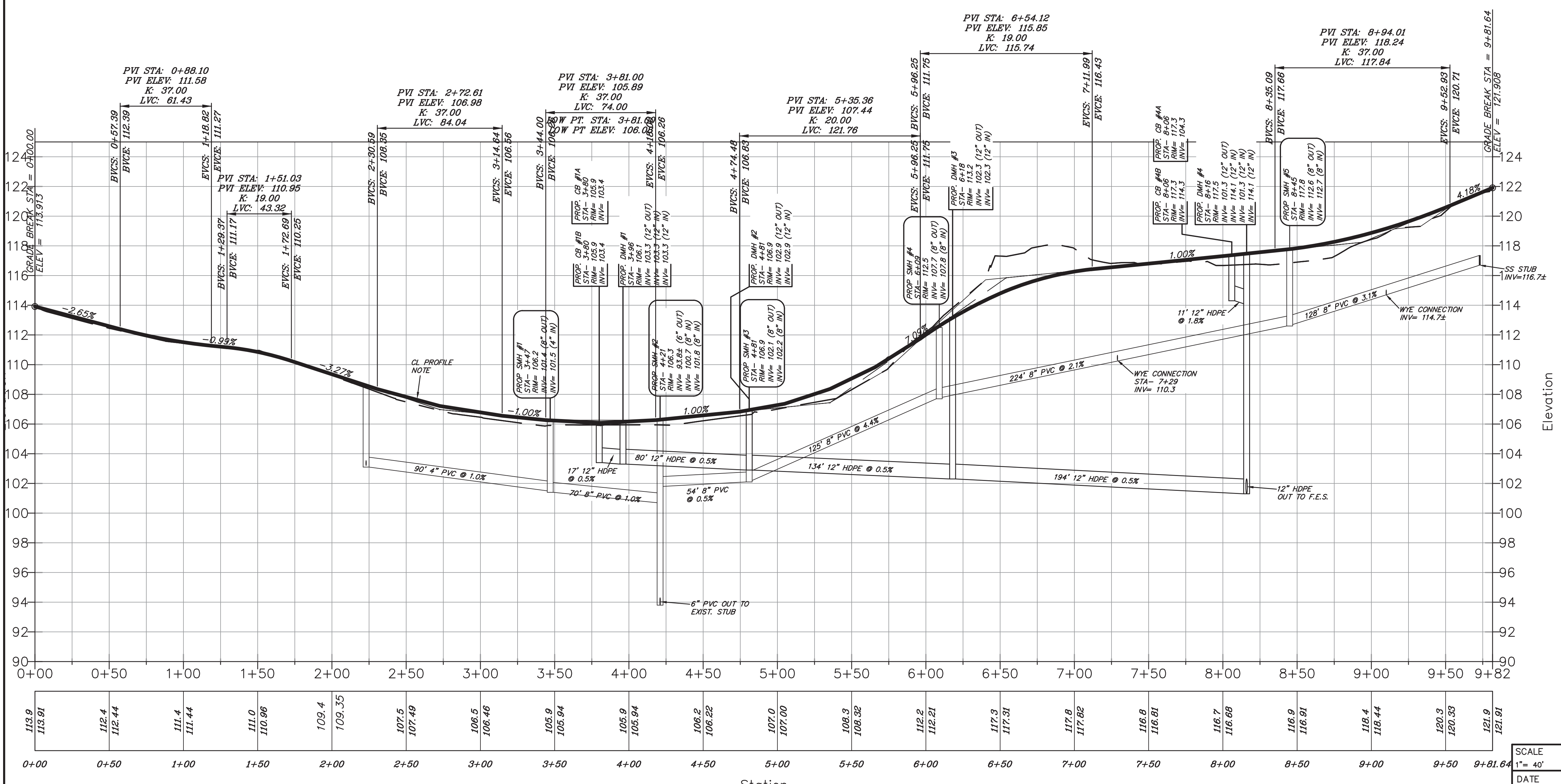
"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

APPROVED DATE _____
ENDORSED DATE _____

DIRECTOR OF PUBLIC WORKS

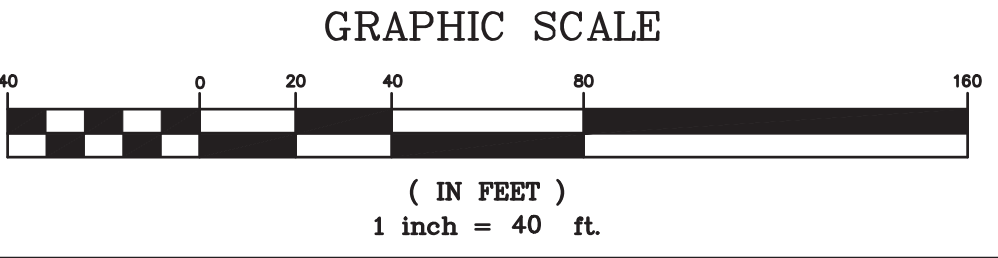
TOWN ENGINEER



DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

NOTE: THE INTENT OF THIS PLAN IS TO MATCH EXISTING GRADES WHERE POSSIBLE TO LIMIT TREE REMOVAL AND GRADING THE PRIMARY CHANGES TO GRADE OCCUR BETWEEN STA. 2+00 AND 5+00 TO ELIMINATE A FLAT AREA. STA. 5+75 AND 7+25 TO ELIMINATE A CREST AND STA. 7+25 AND 9+25 TO ELIMINATE A LOW POND.

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Heather Lane PROFILE

1" = 40' H
1" = 4' V

SEE SHEET 6 FOR PROPOSED LEGEND & 3B FOR EXISTING LEGEND

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DATE _____ TOWN CLERK _____

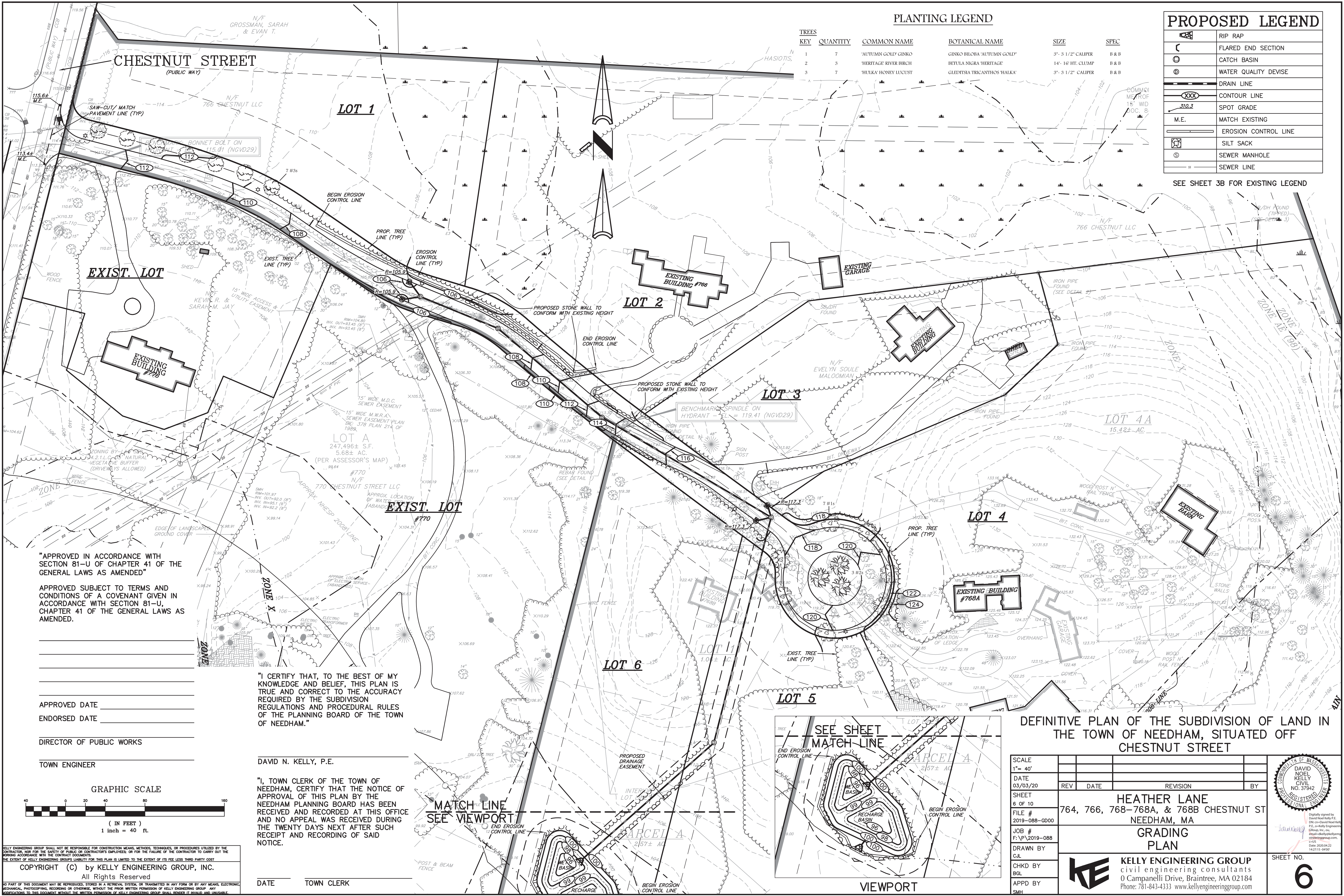
DAVID N. KELLY, P.E.

SCALE	1" = 40'
DATE	03/03/20
REV	
DATE	
REVISION	
BY	
SHEET	5 OF 10
FILE #	2019-088-PP00
JOB #	F:\P\2019-088
DRAWN BY	C.L.
CHKD BY	BGL
APPD BY	DNK
HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA	
PLAN & PROFILE HEATHER LANE	
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com	

DAVID NOEL KELLY
CIVIL
NO. 37942
REGISTERED (STEREOTYPED)
PROFESSIONAL ENGINEER

DAVID NOEL KELLY, P.E.
DN - civil David Noel Kelly
P.E., c- Kelly Engineering
Group, Inc. no.
email: dnkelly@kellyeng.com
dnkelly@kellyeng.com
Date: 2020/08/22 14:26:09
04107

SHEET NO.
5



PLANTING LEGEND

TREES KEY	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	SPEC
1	7	'AUTUMN GOLD' GINKGO	GINKGO BILOBA 'AUTUMN GOLD'	3" - 3 1/2" CALIPER	B & B
2	3	HERITAGE RIVER BIRCH	BETULA NIGRA 'HERITAGE'	14" - 16" HT. CLUMP	B & B
3	7	HULKA HONEY LUCIST	GLEDITSIA TRICANTHOS 'HULKA'	3" - 3 1/2" CALIPER	B & B

PROPOSED LEGEND

	RIP RAP
	FLARED END SECTION
	CATCH BASIN
	WATER QUALITY DEVISE
	DRAIN LINE
	CONTOUR LINE
	SPOT GRADE
	MATCH EXISTING
	EROSION CONTROL LINE
	SILT SACK
	SEWER MANHOLE
	SEWER LINE

SEE SHEET 3B FOR EXISTING LEGEND

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

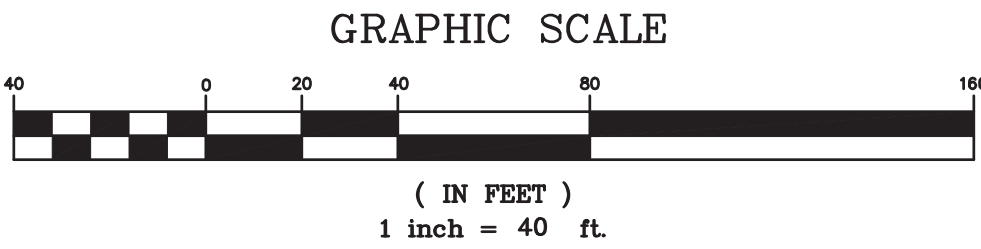
APPROVED DATE
ENDORSED DATE
DIRECTOR OF PUBLIC WORKS
TOWN ENGINEER

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

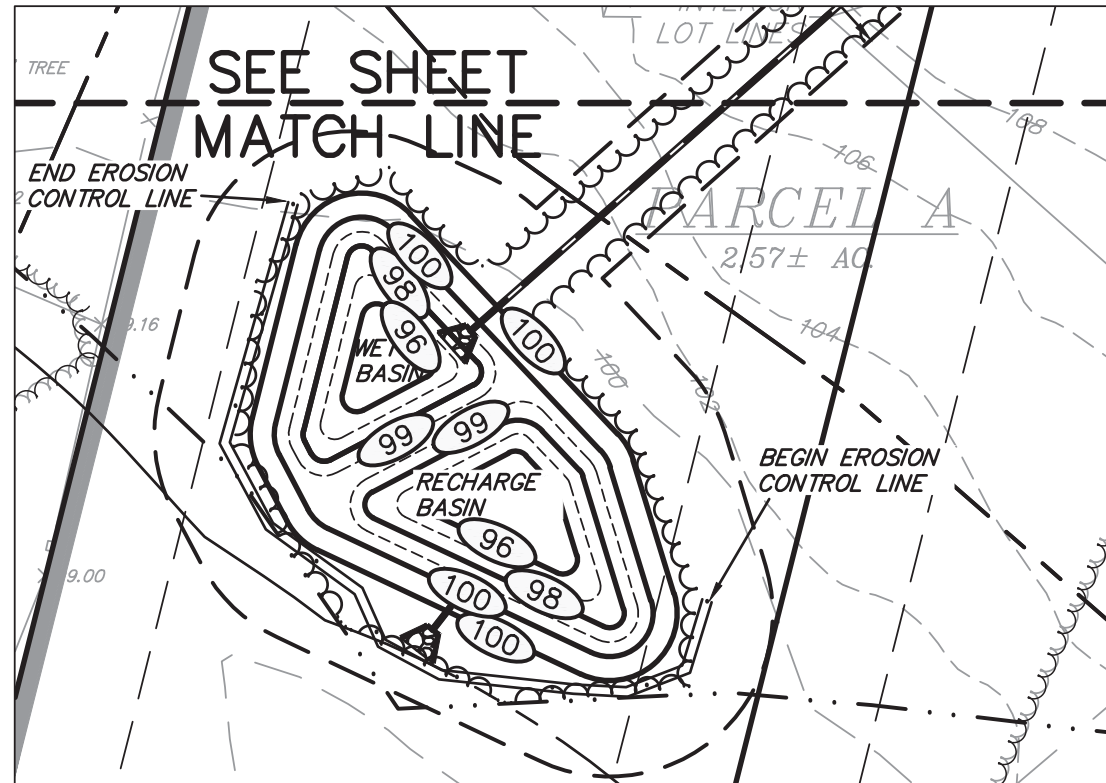
DAVID N. KELLY, P.E.

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DATE TOWN CLERK



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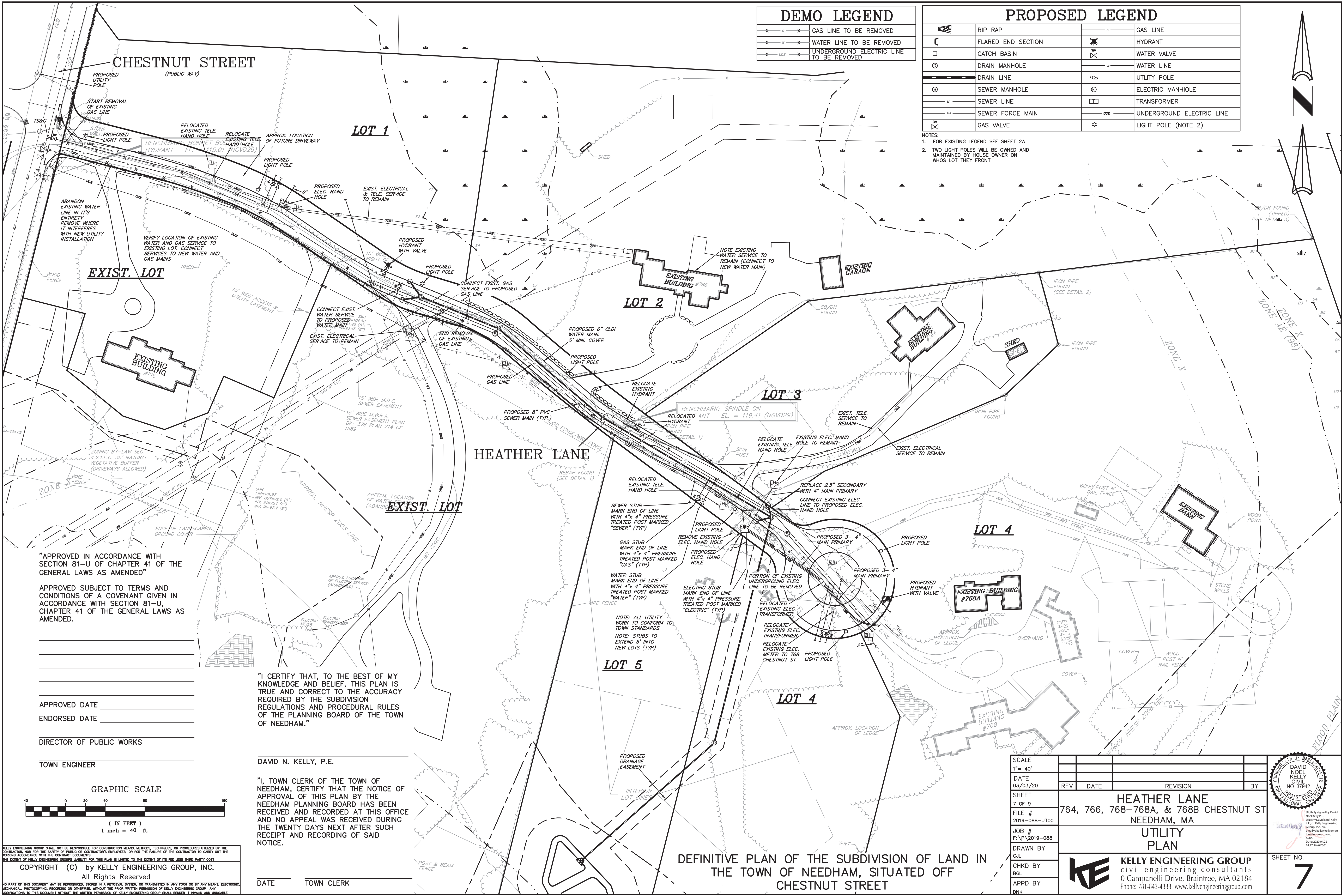
DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

SCALE 1"= 40'	DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 6 OF 10	FILE # 2019-088-GD00	HEATHER LANE NEEDHAM, MA			
JOB # F:\P\2019-088	DRAWN BY C.J.L.	GRADING PLAN			
CHKD BY BGL	APPD BY SMH	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			

DAVID NOEL KELLY
CIVIL
NO. 37942
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by David Noel Kelly P.E.
DN: cn=David Noel Kelly, o=Kelly Engineering Group, Inc., ou=, email=dnoel@kellyengr.com, c=US
Date: 2020.04.22 14:27:15 -0400

SHEET NO.
6



DEMO LEGEND	
X - - - X	GAS LINE TO BE REMOVED
X - - - X	WATER LINE TO BE REMOVED
X - - - X	UNDERGROUND ELECTRIC LINE TO BE REMOVED

PROPOSED LEGEND			
	RIP RAP		GAS LINE
	FLARED END SECTION		HYDRANT
	CATCH BASIN		WATER VALVE
	DRAIN MANHOLE		WATER LINE
	DRAIN LINE		UTILITY POLE
	SEWER MANHOLE		ELECTRIC MANHOLE
	SEWER LINE		TRANSFORMER
	SEWER FORCE MAIN		UNDERGROUND ELECTRIC LINE
	GAS VALVE		LIGHT POLE (NOTE 2)

NOTES:
1. FOR EXISTING LEGEND SEE SHEET 2A
2. TWO LIGHT POLES WILL BE OWNED AND MAINTAINED BY HOUSE OWNER ON WHOS LOT THEY FRONT

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

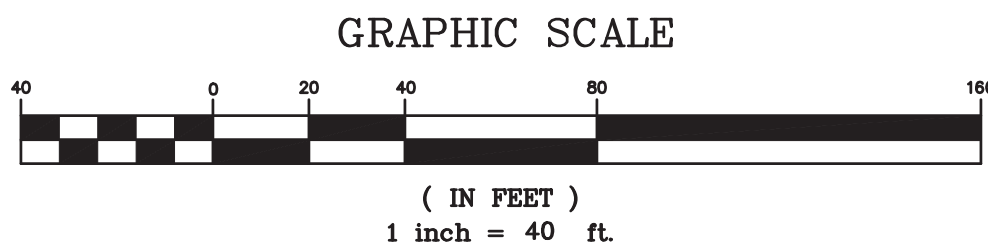
APPROVED DATE _____
ENDORSED DATE _____
DIRECTOR OF PUBLIC WORKS _____
TOWN ENGINEER _____

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

DAVID N. KELLY, P.E.

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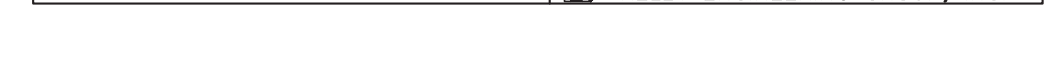
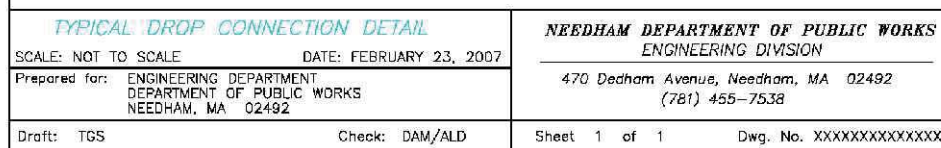
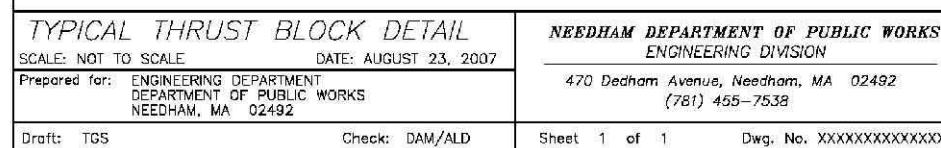
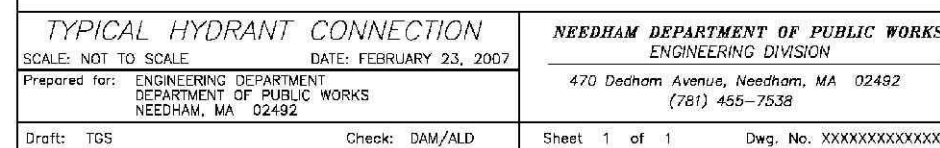
DEFINITIVE PLAN OF THE SUBDIVISION OF LAND IN THE TOWN OF NEEDHAM, SITUATED OFF CHESTNUT STREET

SCALE 1" = 40'	DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 7 OF 9	FILE # 2019-088-UT00	JOB # F:\P\2019-088	DRAWN BY C/L	CHKD BY BGL	APPD BY DNK
HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA					
UTILITY PLAN					
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com					

DAVID NOEL KELLY
CIVIL
NO. 37942
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by David Noel Kelly P.E.
DN: cn=David Noel Kelly P.E., o=Kelly Engineering Group, Inc., email=dnoel@kellyeng.com, c=US
Date: 2020.04.22 14:27:36 -0400

SHEET NO.
7



APPROVED SUBJECT TO TERMS AND
CONDITIONS OF A COVENANT GIVEN IN
ACCORDANCE WITH SECTION 81-U,
CHAPTER 41 OF THE GENERAL LAWS AS
AMENDED.

DATE _____ TOWN CLERK _____

DAVID N. KELLY, P.E.

SCALE				
NA				
DATE				
03/03/20	REV	DATE	REVISION	BY
SHEET	HEATHER LANE 764, 766, 768-768A, & 768B CHESTNUT ST NEEDHAM, MA			
9 OF 9				
FILE #				
2019-088-DT00				

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SUBDIVISION COVENANT
UNDER PROVISIONS OF GENERAL LAWS CHAPTER 41, SECTION 81-U

WHEREAS, **Evelyn Soule Maloomian**, owner of 764 Chestnut Street, Needham, MA 02492, **Koby Kempel, Manager of 766 Chestnut LLC**, owner of 766 Chestnut Street, Needham, MA 02492, **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, and **William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust**, owner of 768B Chestnut Street, Needham, MA 02492 (hereinafter, collectively “**Owners**”), have filed with the Planning Board of the Town of Needham, hereinafter referred to as the “**Town**”, a certain subdivision plan of land in said Needham, the plan being entitled “Site Development Plans for 768 Chestnut Street, Needham, MA prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “**Definitive Plans**”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “**Plan**”.

AND WHEREAS, the said Owners have agreed to subdivide the land, to construct ways and to install municipal services therein in accordance with the Plan in accordance with all approvals imposed by the Town and have elected to give a Covenant to the said Town to insure the construction of ways and installation of municipal services as shown on said Plan as authorized by Subsection (2) of Section 81-U of General Laws, including all conditions as set forth in:

- (1) Board of Health letter -----
- (2) Conservation Commission – Order of Conditions as may be issued pursuant to Chapter 131, Section 40, Massachusetts General Laws.
- (3) Select Board – Sanitary Sewer Conditions

are herewith made part of this Covenant as set forth in the Planning Board’s Definitive Subdivision Decision dated _____, 2020.

NOW THEREFORE, said Owners hereby covenant and agree with the said Town as follows:

- I. The said Owners are the owners of record of the premises shown on said Plan.
- II. This Covenant shall run with the land and shall be binding upon the executors, administrators, heirs, assigns to the respective Owners and their successors in title to the Premises, as shown on said Plan.

III. By signing this Covenant the Owners agree to the Covenant's requirements and to waive all rights of appeal. And further the Board of Health drainage surety referred to in the Definitive Subdivision Decision shall be in a form of surety acceptable to the Planning Board and Board of Health. The Board of Health shall have the right to increase the amount above the (ENTER DOLLAR AMOUNT) dollar total based upon the term of completion of the lots affected by such drainage surety and the number of lots that will be involved in the surety. This drainage surety will be determined upon request by the Owners for release of the lot for building and sale and upon execution of the Agreement required.

IV. In addition to the regular requirements relative to the grading and construction of streets and the installation of municipal services, said Heather Lane and Lots 1 through 6, inclusive, shall be subject to all of the conditions and any subsequent amendments to the Definitive Subdivision Decision, Heather Lane, dated _____, 2020, a copy of which is on file with the Town Clerk's office, Needham Town Hall.

V. Except as hereinafter provided, until the following improvements and conditions have been completed or fulfilled in accordance with the specifications and requirements referred to or enumerated below, with respect to any of the lots in the subdivision, which in the opinion of the Town are affected by such conditions and improvements, no such lot or lots shall be built upon or conveyed, except by a mortgage deed, nor shall building permits for such lot or lots be applied for or issued:

(A) Except as to those standards that were waived by the Planning Board in its "Definitive Subdivision Decision, Heather Lane, _____, 2020." paragraphs 1(a) through (e), or as may be further revised through any amendment of that Decision, all streets, including walks, berms, curbing, street name signs, bounds, retaining walls, slopes, and all utilities, including but not limited to storm drains, sanitary sewers, water mains and their appurtenances such as manholes, catch basins, curb inlets, gate valves, hydrants, and headwalls, shall be constructed or installed at the expense of the Owners to the entire limits of the subdivision in strict compliance with the "Subdivision Regulations and Procedural Rules of the Planning Board of the Town of Needham, Massachusetts, as most recently amended, including the "Standard Specifications for Highways" and the "Standard Cross-Section for Street Construction" referred to therein, as most recently revised, which Subdivision Regulations and Procedural Rules and Standard Specifications are specifically incorporated herein by reference, and to the satisfaction of the Director of Public Works of the Town of Needham, including all maintenance and repairs necessary to maintain said streets and utilities in a condition satisfactory to the Town until all lots and all sureties, as provided in Section IV herein have been released by the Town upon the completion of all terms and conditions of this Covenant except as otherwise presented in said definitive plan.

(B) Street construction work shall consist of (as noted on approved plans): Excavation and fill to the surface of the sub-grade fifteen (15) inches below the finished surface grade for the roadway and the necessary excavation and fill for berms within the total width of

the street; application of ten (10) inch depth of gravel sub-base and a two (2) inch depth of crushed bank gravel base, the surface of which shall be treated with one (1) application of bitumen; application of bituminous concrete pavement Type 1-1 to be constructed in two (2) courses top course of 1" bituminous concrete and bottom course of 2" bituminous concrete, including all driveway entrances; application of six (6) inch depth of loam and seeding for grass plots between the edge of the roadway and the sidelines of the street; granite or reinforced concrete curbing to be installed on all curves having a radius of sixty (60) feet or less, except for temporary turnarounds.

(C) A contractor approved by the Superintendent of the Water Division shall be engaged by the Owners at their expense for the installation of the water mains in accordance with the requirements of and to the satisfaction of the Superintendent of said Water Division.

(D) Sanitary sewers shall be constructed by an approved contractor at the expense of the Owners as shown on approved plans and profiles, in accordance with the standard specifications of the Town of Needham, and to the satisfaction of the Director of Public Works.

(i) The Town shall have the right to extend said sewer without cost to the Owners, beyond the limits of the sewer as shown on the development plans and profiles.

(E) Storm water drains shall be installed in accordance with the approved plan and profile to the satisfaction of the Director of Public Works, and all lots shall be graded in accordance with the proposed contours of land as shown on said definitive plan.

(F) Granite or concrete bounds, at least four feet long, shall be set at all points in every street or other permanent marks acceptable to and approved by the Town Engineer shall be set within the subdivision. After installation of such bounds, the Owners shall submit to the Engineer a written certification by a registered land surveyor stating that the said bounds are located as shown on the subdivision plans recorded in the Norfolk Registry of Deeds or in the Land Court.

(G) If requested in writing by the Town, the Owners shall grant to the Town of Needham a perpetual right and easement to construct, repair, replace, extend, operate, use and forever maintain all streets, water mains, sewer mains and all surface and subsurface storm water drains, in, through or under the streets and easements as indicated on definitive plans. The above shall not be construed to relieve the Owners and their successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all construction, as required by the Owners' Agreements with the Town of Needham and to thereafter maintain all streets and municipal services and utilities in satisfactory condition until they are accepted by the Town. Such grant, if requested, shall be executed and delivered to the Planning Board within a reasonable time after notice is given, but in any event, prior to the transfer or conveyance of any lot or interest therein. Notwithstanding the aforesaid grants to the Town, the Owners agree for themselves that as long as they remain the Owners of said premises they will keep all catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere

with the proper operation of said drains, and thereafter the owners of said premises will keep catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere with the proper operation of said drains. The Owners and the Town of Needham acknowledge and agree that the Owners intend to convey a fee interest in Heather Lane to the Heather Lane Association Trust.

(H) Permanent street name signs will be furnished and erected at all entrances, the name to be in conformity as to size and quality with signs now generally in use in the Town of Needham.

(i) Co-incident with the start of any street within a subdivision, temporary street signs shall be installed at all points where permanent signs will be required. These signs may be painted using black block lettering not less than four inches high on a light background.

(ii) Complete visibility of these signs must be maintained at all times until they are replaced with the permanent signs specified in this Section H.

(iii) Permanent street signs and the size and other details shall be furnished and installed at no expense to the Town as directed by the Town Director of Public Works.

(I) Install bounds to define the street line at the direction of the Town Engineer and submit to said Town Engineer a certificate by a Registered Land Surveyor that said bounds have been so installed.

(J) Prior to the commencement of construction on all major phases of the subdivision including installation of the sewer, water, drains, and street construction, the Owners will notify the Director of Public Works and obtain necessary signatures on the Subdivision Inspection Form.

VI. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Subdivision Rules and Regulations and Procedural Rules of the Planning Board, as well as the requirements contained in Sections III and IV above, (except to the extent that applicable standards were waived by the Planning Board as described in paragraph IV (A) above within a period of two (2) years from the date of the endorsement by the Board of the approved Definitive Plan. Failure to so complete shall automatically rescind approval of the subdivision plan, unless such approval is further extended by the Planning Board on request of the Owners, their successors and/or assigns.

VII. Prior to the completion of all the work required herein, the Planning Board may, at its discretion, in accordance with the provisions of Subsection (1) of Section 81-U, Chapter 41, release any or all of said lots and Riverbend Lane, for purposes of sale or for the issuance of permits for building therein, upon the furnishing to the Town by the Owners an agreement and a

surety acceptable to the Town, to secure the completion of such part or all of the work specified above, as, at the discretion of the Planning Board should be completed for the proper use of said lots in accordance with the purposes of this Covenant, said surety to be in a penal sum or amount equal to the cost, as estimated by said Director of Public Works, of completing said works. Said release by the Planning Board shall be evidenced by a certificate enumerating the lot or lots released and signed by a majority of said Planning Board, in proper form for recording in the Registry of Deeds or registration in the Registry District of the Land Court.

VIII. The enforcement of the terms herein shall be made as provided for by General Laws, Chapter 41, Section 81-X and 81-Y, in the name of the Town, and upon any breach thereof the Town shall be entitled to an injunction restraining any further sale of any of the lots included in said plans, until the said breach has been cured or security given therefore satisfactory to the then Planning Board of the said Town.

IX. Nothing herein shall be deemed to prohibit a conveyance subject to this Covenant by a single deed of the entire parcel of land shown on said subdivision plan or If all lots, subject to this Covenant, by any of the parties named herein to any other person.

X. The Owners accept all conditions as set forth in the Definitive Subdivision Decision dated _____, 2020.

X. This Covenant shall take effect upon approval of said plans by a majority of signatures affixed thereto by the Planning Board.

For the Owners' titles to the property see: for Evelyn Soule Maloomian, Book 9928, Page 146, for 766 Chestnut LLC, Book 36038, Page 67, for William John Piersiak, Book 26628, Page 469, and for 768B Chestnut Realty Trust, Book 26628, Page 469, all at the Norfolk County Registry of Deeds.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

Evelyn Soule Maloomian

Koby Kempel, Manager of
766 Chestnut LLC

William John Piersiak, individually
and as Trustee of Heather Lane
Homeowners Association Trust

William J. Piersiak, Trustee of
the 768B Chestnut Street Realty Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin

ACKNOWLEDGEMENT AND ASSENT OF MORTGAGE

The present holder of a mortgage (the "Mortgage") upon the property is the Needham Cooperative Bank (the "Mortgagee") of 1063 Great Plain Avenue, Needham, Massachusetts 02192. The mortgage is dated _____, and is recorded at the Norfolk Registry of Deeds in Book _____, Page _____. The Mortgagee agrees that the covenants shall have the same status, force and effect as though executed and recorded before Mortgagee's acceptance of the Mortgage and further agrees that the mortgage shall be subordinate to the above Subdivision Covenant.

IN WITNESS WHEREOF, the said Needham Cooperative Bank has caused its corporate seal to be affixed and these presents to be signed and acknowledged and delivered in its name and on its behalf by _____ hereby duly authorized this _____ day of _____, 2020.

NEEDHAM COOPERATIVE BANK

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, _____ of Needham Cooperative Bank, proved to me through satisfactory evidence of identification, which was _____, 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:

HEATHER LANE HOMEOWNERS ASSOCIATION DECLARATION OF TRUST

This Declaration of Trust is made this _____ day of _____, 2020, by **Evelyn Soule Maloomian**, owner of 764 Chestnut Street, Needham, MA 02492, **Koby Kempel, Manager of 766 Chestnut LLC**, owner of 766 Chestnut Street, Needham, MA 02492, **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, and **William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust**, owner of 768B Chestnut Street, Needham, MA 02492 (hereinafter, collectively “**Declarants**”), and **William John Piersiak**, of 768 Chestnut Street, Needham, MA 02492 (hereinafter “**Initial Trustee**”). The Declarants are owners of 764, 766, 768-768A & 768B, Chestnut Street, Needham, MA 02492, which Property comprises the Heather Lane Subdivision (“Subdivision”), as more particularly described in Exhibit A attached hereto.

1. Name of Trust. The name of this Trust shall be the **Heather Lane Homeowners Association Trust** (“Trust”).
2. Initial Trustees. The Initial Trustee of this Trust shall be the William John Piersiak, who shall so serve until the later to occur of:
 - a. That date which is three (3) years following the recording hereof; or
 - b. The sale and conveyance of Lots 1, 2, 3, 4, 5 and 6 of the Subdivision to bona fide third parties.

Following such event, or in the event the William John Piersiak is no longer willing or able to serve as Trustee, there shall be a total of up to six (6) Trustees. Each of the Owners (as hereinafter defined) shall be entitled to appoint a Trustee to so serve, in accordance with the provisions of this Trust.

3. Purpose of Trust. The purpose of this Trust is to provide for the preservation, administration and maintenance, for the common enjoyment and benefit of the Owners, of Heather Lane, such utilities and facilities as are or may be conveyed to the Trustees, and of any other property, real or personal, which may hereafter be conveyed to or acquired by the Trustees or otherwise made subject to their administration for the benefit of the Owners (collectively, the “Trust Property”). The purpose of the Trust shall also include (a) the exercise of the powers of the Trustees set forth herein with the respect to all the land described in Exhibit A hereto (the “Property”) and the building (s) and other improvements which now exist or may hereinafter be constructed thereon, (b) the administration and enforcement of the documents set forth in section 6(f) below, and (c) all other purposes set forth herein. All the Owners shall have the right to use the Property subject to:
 - a. the restrictions and obligations contained herein; and
 - b. such reasonable rules and regulations as may be adopted and amended, from time

to time, by the Trustees.

4. Beneficiaries. The beneficiaries of this Trust shall be the Owners. The word “Owners” shall mean and refer to the record holders from time to time of the legal title of any lot within the Heather Lane Subdivision and the building or other improvements, if any, constructed thereon, which constitutes all or a portion of the Property, and, at the discretion of the Trustees, any other lot that has actual private way or driveway access to Heather Lane even though not currently included in the description of the Property. The holder of legal title shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession and also excluding the Trustees as owners of the Trust property. Two or more persons or entities holding legal title to the same parcel or parcels shall be treated as a single Owner; exercise of their rights as such owners shall be by their unanimous action and their obligations to pay any assessment shall be joint and several. If the same Owner shall hold record title to more than one lot, such Owner shall be treated as a separate Owner for each lot. Each Owner of a Lot, through this Trust, shall perform all maintenance, repairs and reconstruction required for or in Heather Lane in compliance with and in conformity with the requirements of the Town of Needham and other requirements imposed by law or governmental authority.

Notwithstanding anything in this Trust to the contrary, each of the Owners shall have the right to maintain, repair, reconstruct or replace the sewer line serving said Owner’s Lot, including, but not limited, to access Heather Lane and excavate within said Heather Lane to conduct said maintenance, repair or replacement. Said Owner shall be responsible for restoring all disturbed areas to the condition that existed prior to such access.

5. Powers and Duties of Trustees. For the purpose of carrying out the terms of this Trust, the Trustees shall have the powers and duties necessary for the administration of the Trust Property, including, without limitation, the following powers which may be exercised by them without any action or consent of the Owners and which shall continue after the termination of the Trust for the purpose of disposing of the Trust Property and until final disposition thereof:

- a. the maintenance, repair and reconstruction of the private way known as Heather Lane as shown on the Heather Lane Subdivision Plan and designated thereon and all services the installation of which is required in connection with the documents described in section 6 of this Agreement, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water (except as provided in the Definitive Subdivision Decision described in section 6 below), sewer and drainage facilities and other utilities and related equipment, curbs, monuments, sidewalks, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain Heather Lane in a good, safe and passable

condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan, and to provide adequate services to each Lot, all in accordance with the documents set forth in section 6(f) below. The Trust shall have no responsibility for sewage and drainage facilities and other utilities and related equipment located on individual lots, which shall be the sole responsibility of the Owner of the lot where such facilities and equipment are located;

- b. to acquire by purchase, hire or otherwise, property which is convenient to the performance of their functions as Trustees;
- c. to adopt reasonable rules and regulations governing the use and enjoyment by the Owners of the Trust Property. Initial rules and regulations, if any, are attached hereto as Exhibit B and the Trustees shall have the power, right and authority to enforce such rules and regulations, but no obligation to any Owner to do so;
- d. to convey permanent easements and lesser interests in, upon and over any ways for the installation, maintenance, repair and replacement of utilities and other services and rights incidental thereto for the benefit of one or more Owners; or to convey a fee or lesser interest in any ways, utilities, or drainage system owned by the Trustees from time to time, for the benefit of one or more Owners;
- e. to convey to the Town of Needham or other public body the fee or any lesser interest in any way and utilities therein or in all or any portions of the drainage system serving the Property;
- f. to make such contracts as the Trustees deem convenient to the performance of their duties;
- g. to borrow money and to pledge or encumber Trust Property to secure repayment of such borrowings;
- h. to open bank accounts in the name of the Trust or the Trustees with power in any one of the Trustees to draw on such amounts;
- i. to procure insurance against damage to the Trust Property or against any liability of the Trustees or the Owners from any actions occurring on or about or on account of the Trust Property, or worker's compensation insurance or any insurance of any type, nature or description which the Trustees may deem appropriate with respect to the Trust or the Trust Property;
- j. to pay, resist, compromise or submit to arbitration any claim or matter in dispute with respect to the Trust or any Trust Property;

- k. to determine and collect common and special charges from the Owners as provided in this Declaration of Trust and to undertake all expenses and pay all costs on account of such common and special charges;
- l. to maintain, repair and replace any or all of the Trust Property;
- m. to exercise any other powers which may be necessary or desirable for carrying out the terms of this Trust or which the Trustees may have under any present or future statute or rule of law, and to execute and deliver all appropriate instruments in connection therewith;
- n. to undertake such maintenance and other obligations as may be required under applicable permits and approvals issued for the Trust Property pursuant to G.L. c.40A and c.41, Section 81(k) et. seq., including but not limited to the obligations set forth in sections ____, ____, ____ and ____ of the Definitive Subdivision Decision described in section 6 below.;
- o. to retain such counsel or accountants as the Trustees shall deem advisable and to pay the costs thereof as a common charge from funds of the Trust; and
- p. to maintain the landscaping within the island in the center of Heather Lane cul-de-sac and the street landscaping located at the subdivision entrance along Chestnut Street, as described in sections ---- and ---7 of the Definitive Subdivision Decision described in section 6 below.
- q. to take such steps as are necessary to enforce the Declaration of Restrictive Covenants of even date and recorded herewith.

6. Common and Special Charges. The Trustees shall from time to time, and at least annually, prepare a budget for the Trust to determine the amount of the common charges payable by the Owners to meet the common expenses of the Trust. The Trustees shall have the power to raise such amounts of money to meet any needs of the Trust by assessing on each occasion upon all of the land (which term shall include land and improvements) of each Owner such Owner's proportionate share of the total amount to be raised. The date of each such assessment shall be the date it is voted by the Trustees. The Trustees' determination regarding the amount of the assessment shall be conclusive. Common expenses may include, without limitation, the following:

- a. all costs relating to the maintenance, repair and reconstruction of the private way known as Heather Lane as shown on the Plan and designated thereon and all services the installation of which is required in connection with the subdivision documents described below, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water

(except as provided in the Definitive Subdivision Decision described in section 6 below, sewer and drainage facilities and other utilities and related equipment, curbs, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain Heather Lane in a good, safe and passable condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan, and to provide adequate services to each Lot, all in accordance with the documents set forth in section 6(f) below. The Trust shall also have no responsibility for sewage and drainage facilities, and other utilities and related equipment located on individual lots, which shall be the sole responsibility of the Owner of the lot where such facilities and equipment are located. The Trustees shall have the specific authority to assess special charges necessary to fulfill their responsibilities as set forth in this Declaration of Trust;

- b. all insurance premiums for the master policy for the Trust Property, fidelity bonds for the Trustee and agents and employees, any insurance purchased to protect the Trustees and such other insurance as the Trustees may deem necessary and appropriate;
- c. all expenses relating to the financing, operation, improvement, maintenance and replacement of any Trust Property;
- d. all costs of attorneys, accountants and other usual, customary or necessary professional advisors to the Trustees;
- e. the amount that the Trustees shall deem necessary and appropriate for the working capital of the Trust, for an operating reserve for expenses, a reserve fund for the replacements, and any charges for deficits from previous operating years; and
- f. all expenses relating to the Trustees' enforcement and administration of the subdivision documents, including the following:
 - i. Definitive Subdivision Decision, Heather Lane, dated _____, 2020, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
 - ii. Declaration of Restrictive Covenants, dated _____, 2020, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
 - iii. Subdivision Covenant Under the Provisions of General laws, Chapter 41, Section 81-U, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;

- iv. Drainage Easement recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
- v. Utility Easement recorded with the Norfolk County Registry of Deeds, Book _____, Page _____.

In addition, the Trustees shall have the power to assess individual Owners for special charges in connection with repairs, improvements or replacements caused or necessitated solely by the actions or omissions of such Owner.

The Trustees shall upon reasonable request render certificates suitable for recording indicating that no payments are due to the Trust with respect to any common or special charges, which certificates shall be conclusive as to the facts stated therein.

Notwithstanding anything in this Agreement to the contrary, the sole cost and responsibility for maintenance, repair, improvement, operation and replacement of streetlights and associated equipment in the Subdivision shall be with the Owner from whose property power or electricity is supplied.

7. Payment of Common and Special Charges. All Owners shall pay the common charges assessed by the Trustees in one annual installment of the first day of each month and every month, or at such other time or times as the Trustees may reasonably determine. Special charges shall be paid within thirty days after notice from the Trustees, or as the Trustees in their sole discretion may otherwise require.

8. Lien for Common Charges. Each assessment so made upon an Owner shall constitute and remain a charge and lien upon such Owner's land and every portion thereof from the date of the assessment until paid in full, and shall also constitute a personal debt of the Owner who is the Owner of such land on the date of assessment by the Trustees. Such charge, lien or personal debt may be enforced or collected by the Trustees by any available process including, without limitation, collection proceedings in a court and foreclosure of the charge or lien against the land under processes comparable to processes provided in Massachusetts G.L. c. 254 to the extent lawful. All costs and expenses incurred by the Trustees in enforcing or collecting any assessment, including reasonable attorney's fees shall be paid by the Owner responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said Owner. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide mortgage to an institutional mortgage lender outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this Trust takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the Trustees thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. If any assessment is not paid when due, such assessment shall bear interest at the rate of eighteen percent (18%) per year from the due date. The Trustees may, in addition to the other rights herein reserved, accelerate the payment of the reasonable estimate of common charges for the twelve-month period following any default and such sum shall serve as security for the payment of future common and special charge obligations.

9. Liability of Trustee. All persons extending credit to or contracting with or having any claim against the Trustees hereunder shall look only to the Trust Property for any such contract of claim, so that neither the Trustees nor the Owners shall be personally liable therefor. No Trustee hereunder shall be liable to this Trust or to the Owners for the default of any other Trustee or for leaving property in the hands of another Trustee, or for any error in judgment of law on his or her own part, but shall be liable only for his or her own willful default. Any Trustee hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or her, or his or her estate, as a result of acting as Trustee hereunder, excluding only such loss or expense resulting from his own willful default.

10. Reliance by Third Parties. No person dealing with any Trustee shall be bound to inquire concerning the validity of any act purporting to be done by him or her or be bound to see to the application of any money paid or property transferred to him or her upon his or her order. Any Trustee may at any time or times by written power of attorney delegate all or any of his or her powers and authorities, except the power to make assessments as provided in section above, whether discretionary or otherwise, to any other Trustee in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

11. Financial Records. The Trustees shall at all times keep proper records and accounts of the affairs of the Trust which shall be open to inspection by any Owner at all reasonable times.

At least once a year the Trustees shall render a written report and financial statement to the Owners. The approval by a majority of the Owners of any report or financial statement by the Trustees shall be, as to all matters and transaction stated in said report or statement or shown thereby, a complete discharge of the Trustees and final and binding upon all Owners.

12. Trustees in Number and Terms. There shall always be at least one Trustee hereunder, and never more than six (6) Trustees. No Trustee need be an Owner. Trustees may be persons, firms, or other legal entities. Except for the Initial Trustee, Trustees shall serve for a period of three (3) years and until their successors and appointed and duly qualified.

13. Appointment of Trustee. At each annual meeting of the Owners commencing with the annual meeting to be held after the third anniversary of the recording of this Declaration of Trust, or the sale and conveyance of Lots 1, 2, 3, 4, 5 and 6 to bonafide third parties as provided in section 2 above, whichever occurs later, each Owner of Lots 1, 2, 3, 4, 5 and 6, may appoint a Trustee.

14. Vacancies and Removals. Any Trustee may at any time resign as Trustee by a written instrument signed by him or her, acknowledged and delivered to the remaining Trustee or Trustees. Upon the death or resignation of any Trustee, a vacancy in the office of Trustee shall be deemed to exist, and a new Trustee shall be elected for the unexpired term by the remaining Trustee or Trustees. Any successor Trustee shall qualify as a Trustee by written acceptance, signed and acknowledged by him. Pending any appointment of a successor Trustee, the remaining Trustee or Trustees shall have and may exercise all powers, authority and discretion conferred by this Trust. Upon election of a successor Trustee, the Trust Property shall vest in successor Trustee and the continuing Trustees, as applicable, without further action.

15. Fidelity Bonds and Surety. The Trustees may obtain fidelity bonds in amount which they deem reasonably sufficient to cover Trustees and employees of the Trust handling or responsible for the funds. The cost of any such bond shall be a common charge as provided in Section 6 above.

16. Owner's Annual and Special Meetings. Any action or consent by the Owners shall be taken or given at the annual meeting or at any special meeting of the Owners. The annual meeting of the Owners shall be held on the first Wednesday in October of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the Trustees. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held. Special meetings of Owners may be called by the Trustees on their own motion and, after the annual meeting following the third anniversary after recording the Declaration of Trust or the sale of lots 1, 2, 3, 4, 5 and 6 to bonafide third parties, as provided in section 2 above, whichever occurs later, shall be called by the Trustees upon written application to the Trustees of at least 50% of the Owners. A written notice of the place, date and hour of all meetings of Owners shall be given by the Trustees at least seven days before the meeting to each Owner. Notice need not be given to an Owner if a written waiver of notice,

executed before or after the meeting by such owner or this attorney thereunto authorized, is filed with the records of the meeting. Notwithstanding the above, no annual meeting of the Owners shall be held so long as the Initial Trustee remains in office, except with the assent of said Initial Trustee.

17. Quorum. A majority of the Owners shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice.

18. Voting. Each Owner shall be entitled to one vote for each lot within the Property owned. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the Owner and acknowledged before a notary public, shall be deemed a proxy. A proxy shall be revocable at any time by written notice to the Trustees. When a quorum is present, any matter before the meeting shall be decided by the unanimous vote of the Owners if two, and otherwise by a majority vote, except where a larger vote is required by this Trust. Provided further, however, that so long as the Initial Trustee continues to serve, no Owner shall have any voting authority.

19. Termination or Amendment by Consent. This Trust may be terminated or amended at any time by an instrument in writing signed by the Trustees and assented to by the unanimous action of the Owners. Provided further, however, that so long as the Initial Trustee continues to serve, this Trust may be terminated or amended at any time by an instrument in writing signed by the Initial Trustee. No assent to such action from Owners shall be required.

20. Disposition of Trust Property. Upon termination of the Trust, the Trust Property shall be conveyed as directed by a unanimity of the Owners either (i) to a Trust for the benefit of the Owners for the same or similar purposes as the trust herein created, or (ii) to the Owners as tenant in common, subject to all matters of record which henceforth shall be enforceable by and against the Owners, joint and severally.

21. Notices. All notices to the Owners shall be in writing and shall be sent to the Owners or to such one of them as they may designate in writing from time to time, at the last address of such Owner as it appears in the records of the Trust. Changes in the Owners or their addresses shall be noted in the records of the Trust only upon written notice filed with the Trustees. Notice shall be deemed given as of the date of mailing

22. Termination by Law. This Trust unless sooner terminated as herein provided, shall terminate on the last day permitted by law.

23. Incumbency of Trustees. A certificate signed by three Trustees and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation, trust or association acting in good faith in reliance thereon as to the truth of any matter or facts

stated therein relating to:

- a. the death, resignation, removal or appointment of a Trustee or to the delegation by a Trustee to another Trustee of his or her powers, authorities and discretions;
- b. compliance by the Trustees and Owners with any requirement of this Trust;
- c. the terms of this instrument and any amendment or termination of this Trust;
- d. the fact of the validity of any action taken by the Trustees or Owners and to the authority of the Trustees or Owners to take such action; the numbers of Owners acting in favor of any matters; or
- e. any other matter pertaining to the Trustees, Owners or the Trust Property.

Provided further, however, that so long as William John Piersiak continues to act as Initial Trustee, the signature of the one Initial Trustee on a certificate and acknowledged before a Notary Public shall be deemed to satisfy the provisions of this section and all other provisions requiring or authorizing Trustee action.

When recorded with the Norfolk County Registry of the land Court, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

24. Recording. The termination and all amendments of this Trust and resignations and appointments of Trustees shall be filed with said Registry of Deeds, and any person shall be entitled to rely on the records of said Registry with respect to the termination of the Trust, any amendment thereto and the identity of the Trustees, the identity of the Owners and to any other matter pertaining to the Trust, the Trustees, the Owners of the Trust Property.

25. Disputes. Any Owner aggrieved by any failure or refusal to act by a quorum of the Trustees or by a deadlock among the Trustees, may, within thirty (30) days of such failure, refusal to act, or deadlock, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years' experience as an arbitrator. Within ten (10) days after written notice of such appointment, the Trustees shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. The cost of such arbitration shall be a common charge as provided in Section 6 above. In the event that any party elects to be represented by counsel, all counsel fees shall be the sole responsibility of the party retaining such counsel.

26. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

27. Waiver. No restriction, condition, obligation or provision contained in the Declaration of Trust or any of the documents set forth in Section 6(f) above, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

28. Conflict. In case any of the provisions of this Declaration of Trust or of any Rules and Regulations adopted by the Trustees shall be in conflict with any of the provision of the documents set forth in Section 6(f) above, or the provisions of any statute, then the provisions of said documents or statute, as the case may be, shall control.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

Evelyn Soule Maloomian

Koby Kempel, Manager of
766 Chestnut LLC

William John Piersiak, individually
and as Trustee of Heather Lane
Homeowners Association Trust

William J. Piersiak, Trustee of
the 768B Chestnut Street Realty Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form

By Town Counsel

David Tobin

ACKNOWLEDGEMENT AND ASSENT OF MORTGAGE

The present holder of a mortgage (the "Mortgage") upon the property is the Needham Cooperative Bank (the "Mortgagee") of 1063 Great Plain Avenue, Needham, Massachusetts 02192. The mortgage is dated _____, and is recorded at the Norfolk Registry of Deeds in Book _____, Page _____. The Mortgagee agrees that the covenants shall have the same status, force and effect as though executed and recorded before Mortgagee's acceptance of the Mortgage and further agrees that the mortgage shall be subordinate to the above Easement.

IN WITNESS WHEREOF, the said Needham Cooperative Bank has caused its corporate seal to be affixed and these presents to be signed and acknowledged and delivered in its name and on its behalf by _____ hereby duly authorized this _____ day of _____, 200__.

NEEDHAM COOPERATIVE BANK

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, _____ of Needham Cooperative Bank, proved to me through satisfactory evidence of identification, which was _____, 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: HEATHER LANE SUBDIVISION PROPERTY

EXHIBIT B: RULES AND REGULATIONS

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that **Evelyn Soule Maloomian**, owner of 764 Chestnut Street, Needham, MA 02492, **Koby Kempel, Manager of 766 Chestnut LLC**, owner of 766 Chestnut Street, Needham, MA 02492, **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, and **William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust**, owner of 768B Chestnut Street, Needham, MA 02492 (hereinafter, collectively “**Declarants**”), being the owners of record of certain real estate situated in Needham, Norfolk County, Massachusetts, described on Exhibit A.

The Declarant’s titles, see: for Evelyn Soule Maloomian, Book 9928, Page 146, for 766 Chestnut LLC, Book 36038, Page 67, for William John Piersiak, Book 26628, Page 469, and for 768B Chestnut Realty Trust, Book 26628, Page 469, all at the Norfolk County Registry of Deeds.

The Declarants hereby impose upon said premises the restrictions listed below in accordance with the Decision of the Planning Board of the Town of Needham dated [ENTER DATE OF DECISION], 2020 entitled Definitive Subdivision Decision, Heather Lane (the “Decision”), in which the Planning Board approved the subdivision as shown on the plan to be recorded herewith subject to the conditions and waivers therein set forth for construction of the private way known as Heather Lane.

The subdivision approval is based on the plans entitled “Definitive Subdivision Plans for Heather Lane, 764, 766, 768-768A, & 768B Chestnut Street, Needham, MA”, prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “Definitive Plans”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “Plan”.

Said premises are shown on said Plan as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 **Heather Lane**, a private way. The Owners hereby impose the restrictions on said Lots 1 through 6 and the private way (Private Way” or “Heather Lane”), for the benefit of the Town of Needham and each other record owner or owners of Lots 1 through 6 on said Plan, their successors and assigns, said restrictions and covenants to be covenants running with said Lots 1 through 6 and the Private Way, and to be binding on the record owners, their successors and assigns, in perpetuity.

1. The waiver of street construction requirements, as fully set forth in Paragraphs 1.a, 1.b, 1.c, 1.d, 1.e and 1.f of the Decision is expressly conditioned upon and subject to the restriction that neither the owner nor any successor owner or owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 and the Private Way as shown on the Plan (hereinafter in paragraphs 3 through 12 inclusive referred to individually as a Lot or collectively as the Lots) shall use the Lots for any purpose other than single-family residential use, as shown on the Plan, as approved by the Board and recorded herewith.

2. Each and every owner or owners of any Lot served by the Private Way shall be jointly responsible and liable through the **Heather Lane Homeowners Association Trust** ("Trust") for the costs of the maintenance, repair and reconstruction of the Private Way shown on the Plan and designated thereon and all services the installation of which is required in connection with the documents described in Section 6(f) of said Trust, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water, sewer and drainage facilities and other utilities and related equipment, curbs, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain the Private Way in a good, safe, and passable condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan, and to provide adequate services to each Lot, all in accordance with these conditions. For purposes hereof, Owner shall mean the record owner of the Lot or Lots, as of the date that the maintenance, repair or reconstruction work, as the case may be, is begun. The Trust shall have no responsibility for sewage and drainage facilities and other utilities and related equipment located on individual lots.

3. Each owner of a Lot through the Heather Lane Association Trust shall perform all maintenance, repairs and reconstruction required for or on the Private Way in compliance with and in conformity with requirements of the Town of Needham and other requirements imposed by law or governmental authority. The within requirement shall be included in all deeds of the Lots.

4. The respective owner or owners of any Lot, and/or the Trustees under the Heather Lane Association Trust, shall not use or permit use of the Private Way for any purpose other than ingress and egress from the lots by the residents of the Lots and their guests and invitees, such use to be limited to pedestrian and private passenger vehicular traffic, and such other vehicular traffic as are necessary from time to time in cases of emergency, delivery of customary and usual household services and equipment or in connection with the maintenance, repair or reconstruction of the Private Way and services installed thereon, or thereunder. No owner or owners of any Lot shall park or cause to be parked any motor vehicle on the Private Way in such a way as to impede or obstruct the passage of pedestrian or vehicular traffic on the Private Way.

5. Any and all maintenance, repair or reconstruction work performed on or to the Private Way or in connection with services installed thereon or thereunder by or at the direction of any owner or owners of any Lot as provided herein shall be carried out so as to ensure that no fill material nor any products or excavation or erosion resulting from or arising in connection

with such work shall be discharged into any storm drainage system, and soil and other material or debris shall be removed from the site only to the extent necessary in connection with such work.

6. Neither the Declarants nor any successor owner or owners of any Lot shall at any time request that the Private Way be laid out or accepted as a public way in the Town of Needham unless such owner or owners at its or their sole expense, perform and complete such work as is necessary to cause the Private Way to comply with all standards and regulations of the Town of Needham, and obtain all permits and approvals required by law in connection therewith. If the Private Way is accepted by the Town of Needham as a public way at any time, then the provisions hereof applicable to ownership and maintenance of the Private Way shall thereupon terminate.

7. Neither the Declarants nor any successor owner or owners of any Lot shall at any time request or petition that any drainage system, water or sewer pipes or related equipment of any other improvement within the subdivision, for which design or improvement requirements have been waived by the Board as provided in the Board's subdivision approval, be accepted or maintained by the Town of Needham.

8. The Town of Needham and its designees shall have the right to enter upon the Private Way for all appropriate purposes for which public ways are used in the Town of Needham.

9. In any sale or transfer by the owners or any successor owner or owners of any of the Lots, the deed or other instrument shall refer to and incorporate conditions 1 through 12 inclusive, and any conveyance shall include transfer of a fee interest or the perpetual right and easement to use the Private Way in common with others lawfully entitled thereto for all purposes for which public ways in the Town of Needham may now or hereafter be used consistent with the provisions hereof, and the subsurface areas, equipment, and facilities, used and maintained in connection with the provision of water, sewer, drainage and other utility services provided to the conveyed premises. Any deed or other instrument purporting to transfer or convey any interest in any Lot or Lots which does not expressly refer to and incorporate these conditions shall, nevertheless, be deemed to contain the same and all events shall be subject thereto.

10. Lots 1 through 6 inclusive as shown on the Plan shall be accessed solely from Heather Lane.

11. Street lighting shall be provided in the subdivision. The light sources shall be on posts at least 12 feet high and shall be controlled by photovoltaic switches. Maintenance and electricity shall be supplied by the abutting lots. Post lighting shall be supplied for each building lot, which has frontage along the proposed roadway.

12. This Restrictive Covenant incorporating conditions [___] through [___] of the Decision will be recorded in the Registry of Deeds and shall run with the land and shall be

enforceable by the Town of Needham. This Restrictive Covenant shall be referenced on the Plan and shall be recorded therewith. This Restrictive Covenant shall be enforceable in perpetuity or for the longest period permitted by law and in any event for 100 years.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

Evelyn Soule Maloomian

Koby Kempel, Manager of
766 Chestnut LLC

William John Piersiak, individually
and as Trustee of Heather Lane
Homeowners Association Trust

William J. Piersiak, Trustee of
the 768B Chestnut Street Realty Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as authorized signatory of the [DEVELOPMENT ENTITY].

Notary Public: [_____]
My Commission Expires: __/__/__

Approved as to Form
By Town Counsel

David Tobin

EXHIBIT A: HEATHER LANE SUBDIVISION PROPERTY

ACCEPTANCE BY THE TOWN OF NEEDHAM

The foregoing Declaration of Restrictive Covenants hereby is accepted by the Town of Needham, subject to the terms and conditions set forth therein.

TOWN OF NEEDHAM
By Its' Board of Selectmen

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, Selectman of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, 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:

**GRANT OF DRAINAGE EASEMENT
FROM
768B CHESTNUT STREET REALTY TRUST
TO
THE TOWN OF NEEDHAM, MASSACHUSETTS, HEATHER LANE
HOMEOWNERS ASSOCIATION TRUST, AND HEATHER LANE EXTENSION
HOMEOWNERS ASSOCIATION TRUST**

WHEREAS, **768B Chestnut Street Realty Trust, William J. Piersiak, Trustee**, having an address of 768 Chestnut Street, Needham, MA 02492, hereinafter referred to as the “Owner”, has, along with other Owners, filed with the Planning Board of the Town of Needham, hereinafter referred to as the “Town”, a certain subdivision plan of land in said Needham, the plan entitled “Definitive Subdivision Plans for Heather Lane 764, 766, 768 – 768A, 768B Chestnut Street, Needham, MA prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “Definitive Plans”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “Plan”.

WHEREAS there is shown on the Plan a certain drain easement, to wit: that certain area marked “Drain Easement”, which is located on Lots 5 and 6 as shown on the Plan;

WHEREAS the Planning Board for the Town of Needham, Massachusetts has required that the Owner shall deliver to the Planning Board for its approval a duly executed Grant of Drain Easement for the Drain Easement shown on the Plan in favor of the Town of Needham, the Heather Lane Homeowners Association Trust and the Heather Lane Extension Homeowners Association Trust (hereinafter, collectively, the Grantees”); and

WHEREAS the Declarations of Trust for the two Trusts mentioned above are recorded herewith; and

WHEREAS, the grant of easement herein by the Owner is intended to comply with the aforesaid requirement of the Planning Board for the Town of Needham, Massachusetts;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by

the parties hereto;

The Owner does hereby grant to the Grantees the right and perpetual easement and right of way over, across, under and through said Easement on said Plan for the direction or re-direction of storm water drainage, for the purpose of grading and re-grading for the said purpose, and for the purpose of laying, relaying, constructing, reconstructing, altering, maintaining and operating within, under and through the same, drain lines and conduits for the direction or re-direction of storm water, together with the right of ingress to and egress from the same for the said purposes.

Prior to exercising such easement, each of the Grantees agrees to give notice to the Owner, or its successors to Lots 5 and 6, of the fact that it desires to commence such exercise. The Grantees shall each, acting singly or collectively, have the right to perform such activities in exercise of such easement, provided that they shall use reasonable care not to intrude upon any portion of the lots in the subdivision lying outside the Grant of Drainage Easement and not to damage any structures, landscaping or other improvements which may exist on the remainder of the lots in the subdivision outside the Easement. The above shall not be construed to relieve the Owner and its successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all activities within the subdivision as are required by the Owner's agreements with the Town of Needham.

Grantees shall use their best efforts to cause the minimal amount of interference with the use of the property of the Owner, its successors and assigns (including, without limitation, the Owners from time to time of the individual lots) during the exercise of rights hereunder. Upon completion of any work which disturbs the surface of the above referenced Easement area indicated on the Plan, such Grantee or Grantees shall promptly re-grade, recover, repair, and in connection therewith repave, re-loam or reseed the area as needed. Grantees shall not have any obligation to take any further action to re-vegetate beyond initial reseeding and re-loaming nor shall Grantees have any obligation to replant any flowers, bushes, shrubs or trees. The Owner, its successors, or assigns shall not construct any structures or plant any trees which will interfere with the use or maintenance of the aforesaid easement, without the prior approval of the Heather Lane Association Trust.

All work performed by the Owner or any of the Grantees in the Drain Easement shall be in good and workmanlike manner. In performing the permitted work hereunder, the Grantees shall not do any work which is inconsistent with the intent and purpose of this easement or which will create any nuisance, nor shall Grantees commit any act or waste which will be harmful or which will interfere with the Owner's adjoining land and premises.

The Owner agrees to hold the Grantees harmless from and to indemnify the Grantees against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Owner in the Drain Easement.

The Grantees each agree to hold the Owner harmless from and to indemnify the Owner against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Grantee in the Drain Easement, up to a maximum limit of \$100,000 per occurrence.

The Owner hereby reserves the right for itself, its heirs, successors and assigns, to use and enjoy the Drain Easement area for all legal purposes not inconsistent with the rights and easements granted hereby and specifically reserves the right to landscape or to pave the Drain Easement area, subject to local building and zoning regulations and subject to the terms of this Grant of Drainage Easement.

The within grant of easement shall be binding upon the Owner and all respective successors and assigns and shall inure to the benefit of the Grantees, and the benefits and burdens hereof shall run with the land described in and subject to the Plan.

For the Owner's title to the property see the Deed recorded in the Norfolk County Registry of Deeds in Book 26628, Page 469

Witness our hands and seals as of this _____ day of _____, 2020.

768B Chestnut Street Realty Trust, by:

Heather Lane Homeowners
Association Trust, by:

William J. Piersiak, Trustee

William John Piersiak, Trustee

Heather Lane Extension
Homeowners Association
Trust, by:

William John Piersiak, Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

Then personally appeared the above-named William J. Piersiak, Trustee as aforesaid and acknowledged the foregoing instrument to be the duly authorized act of the 768B Chestnut Street Realty Trust.

My commission expires: Notary Public

GRANT OF UTILITY EASEMENT

This is a grant of a utility easement from Evelyn Soule Maloomian, 766 Chestnut LLC, William John Piersiak, and the 768B Chestnut Street Realty Trust to the Town of Needham, Heather Lane Homeowners Association Trust, and Heather Lane Extension Homeowners Association Trust.

WHEREAS, **Evelyn Soule Maloomian**, owner of 764 Chestnut Street, Needham, MA 02492, **Koby Kempel, Manager of 766 Chestnut LLC**, owner of 766 Chestnut Street, Needham, MA 02492, **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, and **William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust**, owner of 768B Chestnut Street, Needham, MA 02492 (hereinafter, collectively “**Owners**”) have filed with the Planning Board of the Town of Needham, hereinafter referred to as the “Town”, a certain subdivision plan of land in said Needham, the plan entitled “Definitive Subdivision Plans for Heather Lane 764, 766, 768 – 768A, and 768B Chestnut Street, Needham, MA prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “Definitive Plans”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “Plan”.

WHEREAS there is shown on the Plan a certain utility easement, to wit: that certain area marked

(ENTER UTILITY EASEMENT DESCRIPTION)

, as shown on the Plan; and

WHEREAS the Planning Board for the Town of Needham, Massachusetts has required that the Owner shall deliver to the Planning Board for its approval a duly executed Grant of Utility Easement as shown on the Plan in favor of the Heather Lane Homeowners Association Trust and the Heather Lane Extension Homeowners Association Trust, recorded herewith; and

WHEREAS, the grant of easement herein by the Owners is intended to comply with the aforesaid requirement of the Planning Board for the Town of Needham, Massachusetts;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto;

The Owners do hereby grant to the **Heather Lane Homeowners Association Trust** and to the **Heather Lane Extension Homeowners Association Trust** (hereinafter "**Grantees**") the right and perpetual easement and right of way over, across, under and through all are designated as "Utility Easement" as the easement appears on Lots _____ on said Plan and, upon completion of construction by the Owners of the proposed water and sewer lines situated therein, for the purpose of laying, relaying, constructing, reconstructing, altering, maintaining and operating within, under and through the same, a sewer line and water line for the direction or re-direction of water supply and sewerage, together with the right of ingress to and egress from the same for the said purposes.

Prior to exercising such easement, the Grantees each agree to give notice to the Owners or their successors to any portion of the land or a street in the subdivision of the fact that they desire to commence such exercise. Each Grantee shall have the right to perform such activities in exercise of such easement, provided that such Association shall use reasonable care not to intrude upon any portion of the lots in the subdivision lying outside the Grant of Utility Easement and not to damage any structures, landscaping or other improvements which may exist on the remainder of the lots in the subdivision outside the Easement. The above shall not be construed to relieve the Owners and their successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all activities within the subdivision as are required by the Owners' agreements with the Town of Needham.

The Grantees shall use their best efforts to cause the minimal amount of interference with the Owners' use of their property during the exercise of their rights hereunder. Upon completion of any work which disturbs the surface of the Utility Easement area indicated on the Definitive Plans, Grantees shall promptly re-grade, recover, repair, and in connection therewith repave, re-loam or re-seed the area as needed. Grantees shall not have any obligation to take any further action to re-vegetate beyond initial reseeding and re-loaming nor shall Grantees have any obligation to replant any flowers, bushes, shrubs or trees. The Owners, and their heirs, successors, or assigns, shall not construct any structures or plant any trees which will interfere with the use or maintenance of the aforesaid easement, without the prior approval of the Heather Lane Association Trust.

All work performed by the Owners or the Grantees in the Utility Easement or Sewer Easement areas shall be in good and workmanlike manner. In performing the permitted work hereunder, the Grantees shall not do any work which is inconsistent with the intent and purpose of this easement or which will create any nuisance, nor shall Grantees commit any act or waste which will be harmful or which will interfere with the Owners' adjoining land and premises.

The Owners agree to hold the Grantees harmless from and to indemnify the Grantees against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Owners in the Utility Easement.

The Grantees agree to hold the Owners harmless from and to indemnify the Owners against all claims, losses or damage for property damage or bodily injury, or either, resulting in

any way by reason of the activities of the Grantees in the Utility Easement, up to a maximum limit of \$100,000.00 per occurrence.

The Owners hereby reserves the right for themselves, their heirs, successors and assigns, to use and enjoy the Utility Easement area for all legal purposes not inconsistent with the rights and easements granted hereby and specifically reserves the right to landscape or to pave the Utility Easement area, subject to local building and zoning regulations and subject to the terms of this Grant of Utility Easement.

The grant of Easement shall be binding upon the Owners and all respective successors and assigns and shall inure to the benefit of the Grantees, and the benefits and burdens hereof shall run with the land described in and subject to the Definitive Plans.

For the Owners' titles to the property see: for Evelyn Soule Maloomian, Book 9928, Page 146, for 766 Chestnut LLC, Book 36038, Page 67, for William John Piersiak, Book 26628, Page 469, and for 768B Chestnut Realty Trust, Book 26628, Page 469, all at the Norfolk County Registry of Deeds.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

Evelyn Soule Maloomian

Koby Kempel, Manager of
766 Chestnut LLC

William John Piersiak, individually
and as Trustee of Heather Lane
Homeowners Association Trust,
and as Trustee of Heather Lane
Extension Homeowners Association
Trust

William J. Piersiak, Trustee of
the 768B Chestnut Street Realty Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin



Needham Public Health Division

178 Rosemary St., Needham, MA 02494
www.needhamma.gov/health

781-455-7940 ext. 504
781-455-7922 (fax)



MEMO

To: Lee Newman, Planning Department

From: Tara Gurge, Public Health Division

Date: 6/16/2020

Re: Definitive Subdivision Plan Comments for Heather Lane - #764, 766 and 768B Chestnut St.

This memo is in reference to the Public Health Division comments on the Definitive Subdivision for Heather Lane- #764, 766 and 768B Chestnut St., in Needham. This subdivision creates 3 new buildable lots namely Lots 1, 5 and 6.

This proposed subdivision would create three (3) individual house lots that conform to current zoning, with lots located on new road off of Chestnut St., known as Heather Lane. These lots would be serviced by municipal water and sewer.

The following is a list of Public Health Division comments regarding this proposal:

- Need to ensure that owners/builders of all structures to be razed each fill out our Notification of Demolition form, which must be submitted to the Public Health Division, along with supplemental documents, for our review and approval prior to the issuance of the Building demolition permit.

The following additional off-street drainage requirements are indicated:

- 1) All lots should be graded to the limits of construction as to have no standing water or otherwise create a public health nuisance.
- 2) Grading shall not improperly shed or illegally increase drainage onto adjacent properties.
- 3) All subsequent developers or builders should be notified of the off-street drainage requirements.
- 4) If there are difficult or unusual conditions as determined in the field from the approved grading plan, or other circumstances or objections received from abutters, the Board of Health may require an as-built grading plan for further evaluation.
- 5) Following the Board of Health off-street drainage guidelines for a subdivision, a drainage surety of \$3,500.00 will be required for each buildable lot, or \$10,500.00 for the three-lot subdivision.

PLEASE NOTE: This recommendation is based on the current information provided that a number of the lots are proposed to remain untouched (i.e. existing house to remain with no additions proposed).

Please feel free to contact the Public Health Division office if you have any additional questions on those requirements.

cc: Timothy McDonald, HHS Director

ChestnutStHeatherLnDefSubdivMemo-20



TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC WORKS DEPARTMENT
500 Dedham Avenue, Needham, MA 02492
Telephone (781) 455-7550 FAX (781) 449-9023

June 12, 2020

Needham Planning Board
Public Service Administration Building
Needham, MA 02492

RE: Application for Approval of Definitive Subdivision
Application for Approval of a Residential Compound and Definitive Subdivision
Heather Lane Subdivision-Chestnut Street

Dear Members of the Board:

The Department of Public Works has completed its review of the above referenced subdivision plans and Residential Compound applications for an existing private way off of Chestnut Street. The applicant has requested the Board hear both applications simultaneously. The first portion of the subdivision application considers multiple ownerships on the existing private way, while the second application subdivides Lot 4 into a 5-lot residential compound that utilizes access from the private way.

The review was conducted in accordance with the Planning Board's regulations and standard engineering practice. The documents submitted for review are as follows:

- Two letters to the Planning Board Members, from Robert Smart, Jr., Esq., dated April 27, 2020 for Heather Subdivision
- Letter to Lee Newman from Robert Smart, Jr., Esq., dated April 27, 2020 for the Residential Compound and Definitive Subdivision.
- Letter to the Planning Board Members from Robert Smart, Jr., Esq., dated April 27, 2020 for the Residential Compound and Definitive Subdivision.
- Application for Definitive Subdivision Plan Approval dated April 27, 2020
- Application for Special Permit dated April 27, 2020
- List of Definitive Subdivision waivers prepared by Kelly Engineering
- List of Residential Compound and Subdivision waivers prepared by Kelly Engineering
- Plans entitled, "Definitive Subdivision Plans", prepared by Kelly Engineering Group, Inc., dated March 3, 2020 and consisting of 13-sheets.
- Plans entitled, "Definitive Subdivision Plans and Residential Compound Special Permit", prepared by Kelly Engineering Group, Inc., dated March 3, 2020 and consisting of 7-sheets.

Our comments and recommendations are as follows:

- The Engineering Division along with other town departments met with the Applicant and their representatives several times prior to the submission. The proposed plans show the agreed changes as discussed.
- Drainage calculations and evaluation report is absent from the application and need be submitted for review and comment.
- As part of the NPDES requirements, the applicant will need to comply with the Public Outreach & Education and Public Participation & Involvement control measures. The applicant shall submit a letter to the DPW identifying the measures selected and dates by which the measures will be completed in order to incorporate it into the Planning Board's decision.

Once the comments are addressed, we will review the revised application.

If you have any questions regarding the above, please contact our office at 781-455-7550.

Sincerely,

Thomas Ryder
Assistant Town Engineer

tryder

From: [Anthony DelGaizo](#)
To: [Lee Newman](#)
Cc: [Alexandra Clee](#); [Dennis Condon](#)
Subject: RE: comments on Planning Board hearings for June 16
Date: Tuesday, June 16, 2020 2:18:21 PM
Attachments: [PB-200612-heathersubdivision-ltr.doc](#)
[image001.png](#)
[image002.png](#)

Lee,

This email is intended to amend our letter to the Planning Board attached.

I have reviewed the drainage calculations for the Heather Lane Subdivision and Residential Compound. The existing and proposed houses within the subdivision and compound are required to have drywells for each house that have a volumetric capacity to store 1 inch of roof runoff. The roadway runoff will be treated by the infiltration basin.

This approach will resolve any differences in the review of the drainage calculations and will make all the houses within the subdivision and compound comply with the Stormwater Bylaw.

Please let me know if you have any questions or concerns.

Anthony L. Del Gaizo, PE
Town Engineer

Needham Department of Public Works
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

Phone: 781-455-7550
Email: adelgaizo@needhamma.gov

From: Lee Newman <LNewman@needhamma.gov>
Sent: Tuesday, June 16, 2020 10:04 AM
To: Dennis Condon <DCondon@needhamma.gov>
Cc: Anthony DelGaizo <ADelgaizo@needhamma.gov>; Alexandra Clee <aclee@needhamma.gov>
Subject: FW: comments on Planning Board hearings for June 16

Dennis,

I understand from Tony that the engineering department has completed its review of the two Heather Lane subdivisions and that with a requirement of the provision of drywells for each of the houses are satisfied with the plans as submitted. Could you speak with Tony today and update your comments on these subdivisions for the Board. I have a public hearing on these subdivisions tonight

and having your comments in final form would be helpful.

Thank you,

Lee

Sent from [Outlook Mobile](#)

From: Dennis Condon <DCondon@needhamma.gov>

Sent: Wednesday, June 10, 2020 10:13:14 AM

To: Alexandra Clee <aclee@needhamma.gov>; Thomas Ryder <tryder@needhamma.gov>; Anthony DelGaizo <ADelgaizo@needhamma.gov>; John Schlittler <JSchlittler@needhamma.gov>

Cc: Tara Gurge <TGurge@needhamma.gov>; Lee Newman <LNewman@needhamma.gov>; David Roche <droche@needhamma.gov>; Richard P. Merson <RMerson@needhamma.gov>

Subject: RE: comments on Planning Board hearings for June 16

a

Hi Alex,

I think I already weighed in on Spiga. I want there to be concrete barriers to separate parking/traffic flow and the tent. As far as Heather Lane goes, I am working with Tony to ensure that our needs are met.

Thanks,
Dennis

Dennis Condon
Chief of Department
Needham Fire Department
Town of Needham
(W) 781-455-7580
(C) 508-813-5107
Dcondon@needhamma.gov



Follow on Twitter: Chief Condon@NeedhamFire



Watch Needham Fire Related Videos on YouTube @ Chief Condon



From: Alexandra Clee <aclee@needhamma.gov>

Sent: Tuesday, June 09, 2020 9:50 AM

To: Thomas Ryder <tryder@needhamma.gov>; Anthony DelGaizo <ADelgaizo@needhamma.gov>;

Dennis Condon <DCondon@needhamma.gov>; John Schlittler <JSchlittler@needhamma.gov>
Cc: Tara Gurge <TGurge@needhamma.gov>; Lee Newman <LNewman@needhamma.gov>; David Roche <droche@needhamma.gov>; Richard P. Merson <RMerson@needhamma.gov>
Subject: comments on Planning Board hearings for June 16

Dear all,

I honestly don't know if I sent this request already, but I may not have, in which case, my apologies.

The Planning Board will be meeting on June 16 to hear the proposals for the following 3 projects:

1. 18 highland Circle.
2. Heather Lane Subdivision
3. Heather Lane Extension and Residential Compound.

If you are able to get us comments that would be great. The application materials for each are attached.

Thank you, alex.



TOWN OF NEEDHAM
Community Development Department
Conservation Division
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

June 12, 2020

Mr. Martin Jacobs, Chairman
Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

RE: Heather Lane Subdivision and
Heather Lane Extension Residential Compound and Definitive Subdivision
Conservation Commission Review and Comments

Dear Chairman Jacobs and Planning Board,

The Needham Conservation Commission has reviewed the Heather Lane Subdivision and Heather Lane Extension Residential Compound and Definitive Subdivision Applications that the Planning Board is currently considering and discussed them at their June 11, 2020 Conservation Commission Meeting.

The Commission had the following comments:

1. Several wetland resource areas are located on and adjacent to the proposed subdivision parcels including bordering vegetated wetlands, isolated wetlands, floodplain, riverfront area and a potential vernal pool. These wetland resources would be protected under the Massachusetts Wetlands Act Regulations and the Town of Needham Wetlands Protection Bylaw (Article 6) and Regulations.
2. The subdivision plans show several sets of wetland delineation lines. The majority of these wetland delineation lines have not been reviewed or approved by the Conservation Commission or their staff. The Commission suggests the Applicant file an Abbreviated Notice of Resource Area Delineation (ANRAD) application with the Commission for approval of these boundaries prior to final planning of structure locations and vegetation removal.
3. The Conservation Commission has noted that a Conservation Restriction is in place along the Charles River as part of the Riverbend Lane subdivision to the east. This would be an exciting opportunity to continue this protection along the river on the Lot 4 Heather Lane portion of the subdivision. Due to several overlapping resource areas in this location, the Applicant would be unable to propose vegetation clearing or other disturbance. The

Conservation Commission hopes the Applicant would consider this request and would be happy to discuss the proposition if that would be helpful.

Thank you for your consideration, on behalf of the Needham Conservation Commission,

Debbie Anderson

Debbie Anderson
Town of Needham
Director of Conservation

From: [Dennis Condon](#)
To: [Anthony DelGaizo](#); [Lee Newman](#)
Cc: [Alexandra Clee](#)
Subject: RE: comments on Planning Board hearings for June 16
Date: Tuesday, June 16, 2020 2:37:58 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Lee,

The plans as presented appear to meet our needs from a public safety standpoint.

Thanks,
Dennis

Dennis Condon
Chief of Department
Needham Fire Department
Town of Needham
(W) 781-455-7580
(C) 508-813-5107
Dcondon@needhamma.gov



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From: Anthony DelGaizo <ADelgaizo@needhamma.gov>
Sent: Tuesday, June 16, 2020 2:18 PM
To: Lee Newman <LNewman@needhamma.gov>
Cc: Alexandra Clee <aclee@needhamma.gov>; Dennis Condon <DCondon@needhamma.gov>
Subject: RE: comments on Planning Board hearings for June 16

Lee,

This email is intended to amend our letter to the Planning Board attached.

I have reviewed the drainage calculations for the Heather Lane Subdivision and Residential Compound. The existing and proposed houses within the subdivision and compound are required to have drywells for each house that have a volumetric capacity to store 1 inch of roof runoff. The roadway runoff will be treated by the infiltration basin.

This approach will resolve any differences in the review of the drainage calculations and will make all the houses within the subdivision and compound comply with the Stormwater Bylaw.

Please let me know if you have any questions or concerns.

Anthony L. Del Gaizo, PE
Town Engineer

Needham Department of Public Works
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

Phone: 781-455-7550

Email: adelgaizo@needhamma.gov

From: Lee Newman <LNewman@needhamma.gov>
Sent: Tuesday, June 16, 2020 10:04 AM
To: Dennis Condon <DCondon@needhamma.gov>
Cc: Anthony DelGaizo <ADelgaizo@needhamma.gov>; Alexandra Clee <aclee@needhamma.gov>
Subject: FW: comments on Planning Board hearings for June 16

Dennis,

I understand from Tony that the engineering department has completed its review of the two Heather Lane subdivisions and that with a requirement of the provision of drywells for each of the houses are satisfied with the plans as submitted. Could you speak with Tony today and update your comments on these subdivisions for the Board. I have a public hearing on these subdivisions tonight and having your comments in final form would be helpful.

Thank you,

Lee

Sent from [Outlook Mobile](#)

From: Dennis Condon <DCondon@needhamma.gov>
Sent: Wednesday, June 10, 2020 10:13:14 AM
To: Alexandra Clee <aclee@needhamma.gov>; Thomas Ryder <tryder@needhamma.gov>; Anthony DelGaizo <ADelgaizo@needhamma.gov>; John Schlittler <JSchlittler@needhamma.gov>
Cc: Tara Gurge <TGurge@needhamma.gov>; Lee Newman <LNewman@needhamma.gov>; David Roche <droche@needhamma.gov>; Richard P. Merson <RMerson@needhamma.gov>
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Cc: Tara Gurge <TGurge@needhamma.gov>; Lee Newman <LNewman@needhamma.gov>; David Roche <droche@needhamma.gov>; Richard P. Merson <RMerson@needhamma.gov>

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3. Heather Lane Extension and Residential Compound.

If you are able to get us comments that would be great. The application materials for each are

attached.

Thank you, alex.

From: [John Schlittler](#)
To: [Alexandra Clee](#); [Thomas Ryder](#); [Anthony DelGaizo](#); [Dennis Condon](#)
Cc: [Tara Gurge](#); [Lee Newman](#); [David Roche](#); [Richard P. Merson](#)
Subject: RE: comments on Planning Board hearings for June 16
Date: Tuesday, June 16, 2020 3:08:32 PM

I am fine with Heather lane and the only comment on 18 Highland Circle would be if the patio area is adjacent to parking lot/street that barrier protection be present to protect outside seating area.

Sent from [Mail](#) for Windows 10

From: [Alexandra Clee](#)
Sent: Tuesday, June 9, 2020 9:49 AM
To: [Thomas Ryder](#); [Anthony DelGaizo](#); [Dennis Condon](#); [John Schlittler](#)
Cc: [Tara Gurge](#); [Lee Newman](#); [David Roche](#); [Richard P. Merson](#)
Subject: comments on Planning Board hearings for June 16

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2. Heather Lane Subdivision
3. Heather Lane Extension and Residential Compound.

If you are able to get us comments that would be great. The application materials for each are attached.

Thank you, alex.

From: [George Hasiotis](#)
To: [Alexandra Clee](#); [Lee Newman](#)
Cc: ["wpiersiak@comcast.net"](#); ["bob@robertsmart.net"](#); ["annas0603@gmail.com"](#)
Subject: Project on nearby property
Date: Monday, June 15, 2020 6:11:51 PM

Alex and Lee,,

I am writing in support of Mr. Piersiak's project.

Our understanding is that this will NOT result in the reduction of our privacy as all the trees blocking these new lots are on wetland property and the cutting down of these trees would be prohibited by law.

Please let me know if you need anything else.

Best regards,

George Hasiotis
750 Chestnut Street, Needham, MA 02492

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From: [Sarah Grossman](#)
To: [Alexandra Clee](#)
Cc: wpiersiak@comcast.net; bob@robertsmart.net; [Evan Grossman](#)
Subject: Heather Lane Project
Date: Tuesday, June 16, 2020 6:55:46 AM

Hi Alex,

I wanted to send a note in support of the proposed project for Heather Lane. My husband Evan and I live at 754 Chestnut Street, next to the proposed project. We are excited for the prospect of a neighborhood in our area of town and believe the project will also beautify the road. We have young children so we are hoping more families will live nearby. Bill has always been very respectful of the neighborhood and we hope he can see this project to its fruition.

Regards,
Sarah and Evan

Sarah Grossman, Principal
BayState Business Brokers
60 Kendrick Street, Suite 206
Needham, MA 02494
O: 617-562-5700
F: 617-562-5701
C: 617-733-5772

Please visit our website at www.mabusinessbrokers.com

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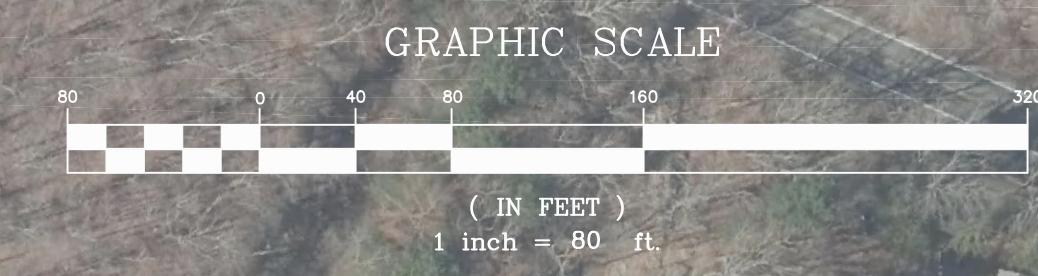
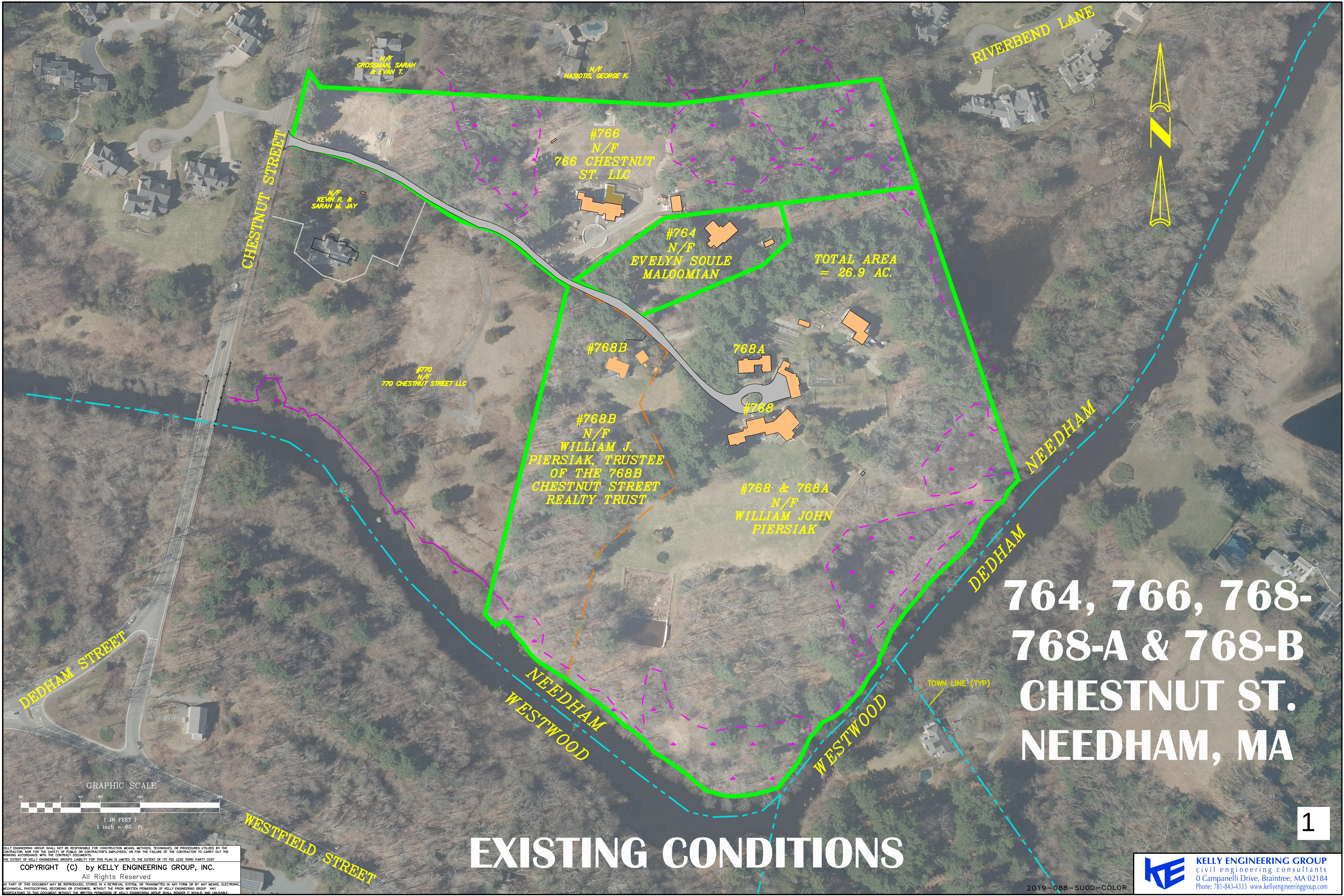
From: [Kevin Jay](#)
To: [Alexandra Clee](#)
Cc: [Sarah Jay](#); wpiersiak@comcast.net; bob@robertsmart.net; george.giuntajr@needhamlaw.net
Subject: Heather Lane and Heather Lane Extension
Date: Tuesday, June 16, 2020 9:53:31 AM

Dear Members of the Board,

My wife and I are neighbors of Bill Piersak and reside at 776 Chestnut St in Needham where we have lived since 2004. We have been residents of Needham since 1997.

Bill has always been a considerate neighbor and has a well-deserved reputation as a builder in town. We're confident that his plans for Heather Lane and the Heather Lane Extension will be good for our little neighborhood and good for the town. We look forward to meeting some new, younger families in our neck of the woods.

Kevin and Sara Jay



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EXISTING CONDITIONS

764, 766, 768-
768-A & 768-B
CHESTNUT ST.
NEEDHAM, MA

1

KE KELLY ENGINEERING GROUP
civil engineering consultants
0 Campanelli Drive, Braintree, MA 02184
Phone: 781-843-4333 www.kellyengineeringgroup.com

2019-088-SU00-COLOR

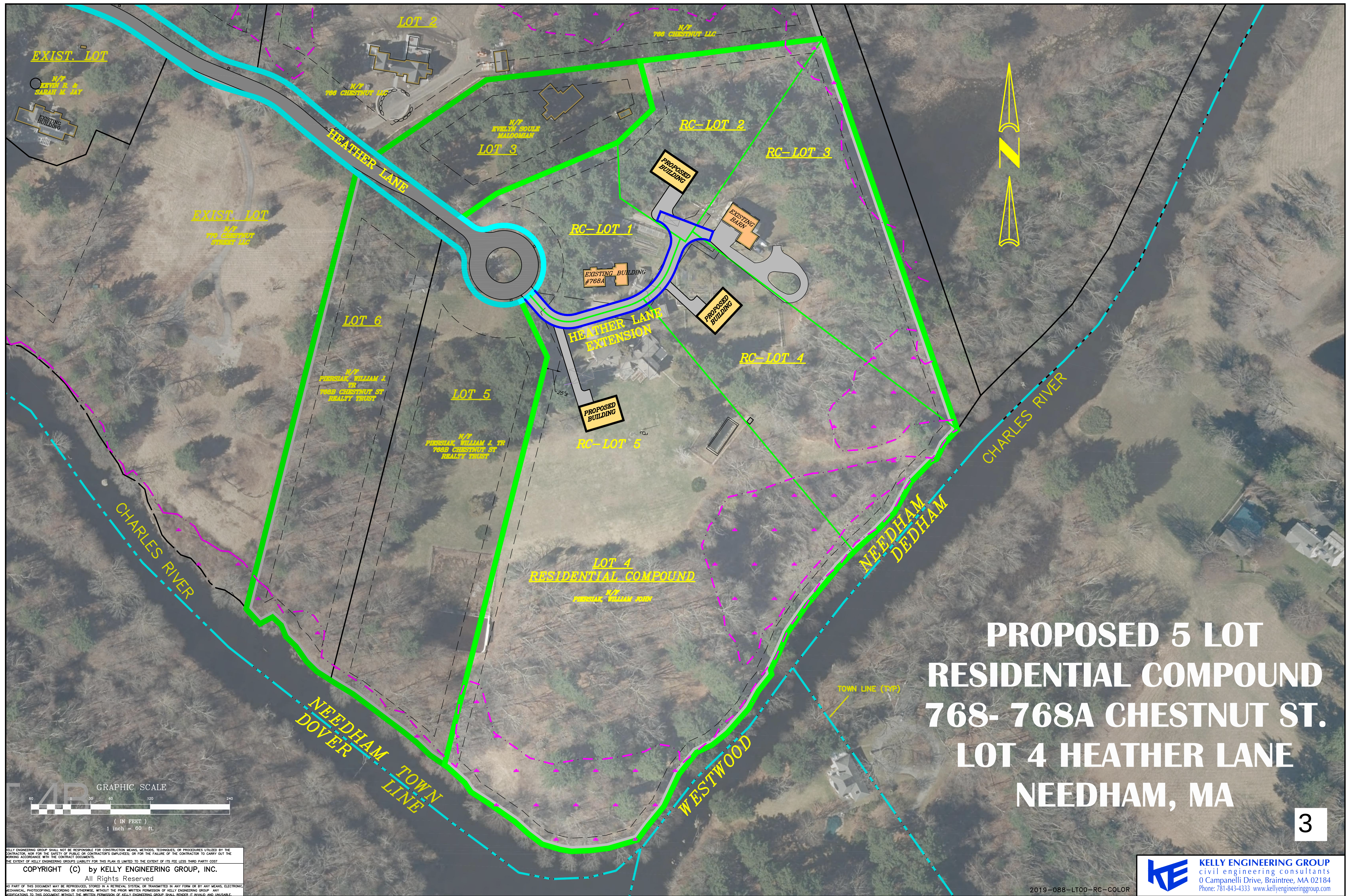


764, 766, 768-
768-A & 768-B
CHESTNUT ST.
NEEDHAM, MA

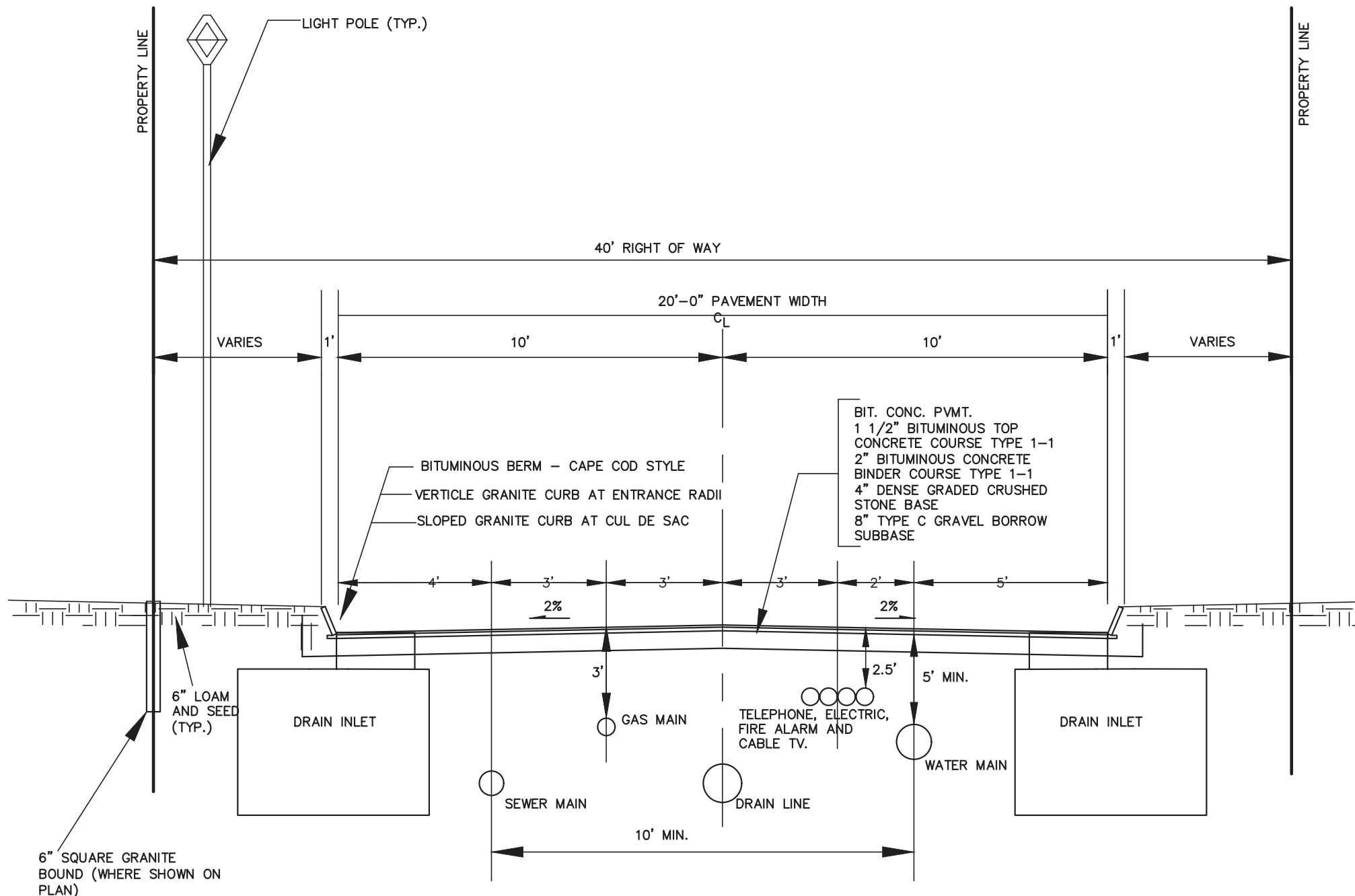
HEATHER LANE 6 LOT SUBDIVISION

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KELLY ENGINEERING GROUP
civil engineering consultants
0 Campanelli Drive, Braintree, MA 02184
Phone: 781-843-4333 www.kellyengineeringgroup.com



**PROPOSED 5 LOT
RESIDENTIAL COMPOUND
768- 768A CHESTNUT ST.
LOT 4 HEATHER LANE
NEEDHAM, MA**



NOTE: FOR ACTUAL LOCATION OF UTILITIES SEE PLAN.

STREET CROSS SECTION

(STREET- CROSS-SECTION)

NOT TO SCALE



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ZONING LEGEND

RESIDENTIAL COMPOUND

ZONING DISTRICT: RURAL RESIDENCE CONSERVATION

	REQUIRED	PROVIDED	COMPLIANCE
MAX. # OF DWELLINGS	5	5	YES
MIN. DENSITY	10 ACRES (NOTE 1)	13.26 ACRES	YES
MIN. TRACK FRONTAGE	150'	232'	YES
MIN. DISTANCE BETWEEN STRUCTRES	30'	>30'	YES
MIN. DIST. FROM STRUCTURE TO TRACT BOUNDARY LINE	20'	>20'	YES
MIN. UNIT AREA	1 ACRE	>1 ACRE	YES

NOTES:

1. MINIMUM OF 2 ACRES PER DWELLING UNIT.

Heather Lane Subdivision: Compliance with Subdivision Rules and Regulations

Applicable Section	Parameter	Required	Provided	Compliance
3.3.1	Right of Way Width	50'	40'	Waiver
3.3.1	Pavement Width	24'	20'	Waiver
3.3.1	Street Slope	>0.7% and <8%	>0.7% and <8%	Yes
3.3.1	Street slope at intersection	1% for 50'	2.6%	Waiver
3.3.3	Radii at Intersection	20'	Existing	Waiver
3.3.3	Minimum Centerline Radius	100'	>100'	Yes
3.3.4	Intersection angle	90 degrees	90 Degrees	Yes
3.3.5	Dead End Street	Max. Length = 1200'	981'	Yes
3.3.5	Cul-De-Sac	60' Radius	60'	Yes
3.3.6	Curbing	Granite or Bituminous	Bituminous	Waiver
3.3.8	Granite bounds	As required in 3.3.8	As required	Yes
3.3.9	Street Signs	At street entrance	Yes	Yes
3.3.11	Sewer	Connect to sewer	Yes	Yes
3.3.12	Water	Connect to water	Yes	Yes
3.3.13	Storm Drainage	Provide Storm drainage	To be provided on individual building lots	Yes
3.3.14	Power cable etc	Place underground	Placed underground	Yes
3.3.15	Trees	Endeavor to save existing trees	Where possible	Yes
3.3.16	Sidewalks	One Side	None	Waiver
3.3.16	Standard Cross-Section	One side, 24' wide	None, 20' wide	Waiver
3.3.17	Fire Alarm	Connect to town fire circuit	None	NA
3.3.19	Sidewalk Ramps	ADA curb ramps	No Sidewalk	NA
And waivers of such other sections of the Needham Subdivision Regulations as may be required.				

Per Section 4.2.12 (e) (1) Site Plans shall meet to the extent applicable the requirements set forth for a Definitive Plan in the Subdivision Regulations and Procedural Rules of the Planning Board. The following table lists those requirements.

Applicable Section	Parameter	Required	Provided	Compliance
3.3.1	Right of Way Width	50'	20'	Waiver
3.3.1	Pavement Width	24'	20'	Waiver
3.3.1	Street Slope	>0.7% and <8%	9%	Waiver
3.3.1	Street slope at intersection	1% for 50'	2%	Waiver
3.3.3	Radii at Intersection	20'	0'	Waiver
3.3.3	Minimum Centerline Radius	100'	50'	Waiver
3.3.4	Intersection angle	90 degrees	90 Degrees	Yes
3.3.5	Dead End Street	Max. Length = 1200'	329'	Yes
3.3.5	Cul-De-Sac	60' Radius or hammerhead	Hammerhead	Yes
3.3.6	Curbing	Granite or Bituminous	No Curbing	Waiver
3.3.8	Granite bounds	As required in 3.3.8	None	Waiver
3.3.9	Street Signs	At street entrance	Yes	Yes
3.3.11	Sewer	Connect to sewer	Yes	Yes
3.3.12	Water	Connect to water	Yes	Yes
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3.3.19	Sidewalk Ramps	ADA curb ramps	No Sidewalk	NA
And waivers of such other sections of the Needham Subdivision Regulations as may be required.				

Heather Lane Definitive Subdivision

The following is a list of waivers from the Town of Needham Subdivision Regulations.

1. Section 3.3.1 – Right of Way Width

40' wide right of way instead of 50'

2. Section 3.3.1 – Pavement Width

20' wide pavement instead of 24'

3. Section 3.3.1 - Max slope of 1% at 25' intersection

2.6% instead of 1%

4. Section 3.3.3 - 20' radii at intersection

Southerly radii is existing non-conforming and restricted within abutting property.

5. Section 3.3.6 – Curbing

Cape cod berm at catch basin inlets instead of granite or reinforced concrete. This waiver is requested because the curbing of the streets cannot transition from cape cod berm to concrete curb

6. Section 3.3.16 – Sidewalks

No sidewalk rather than one sidewalk

7. Section 3.3.16 – Standard Cross Section

Street cross-section as shown on the plans. No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

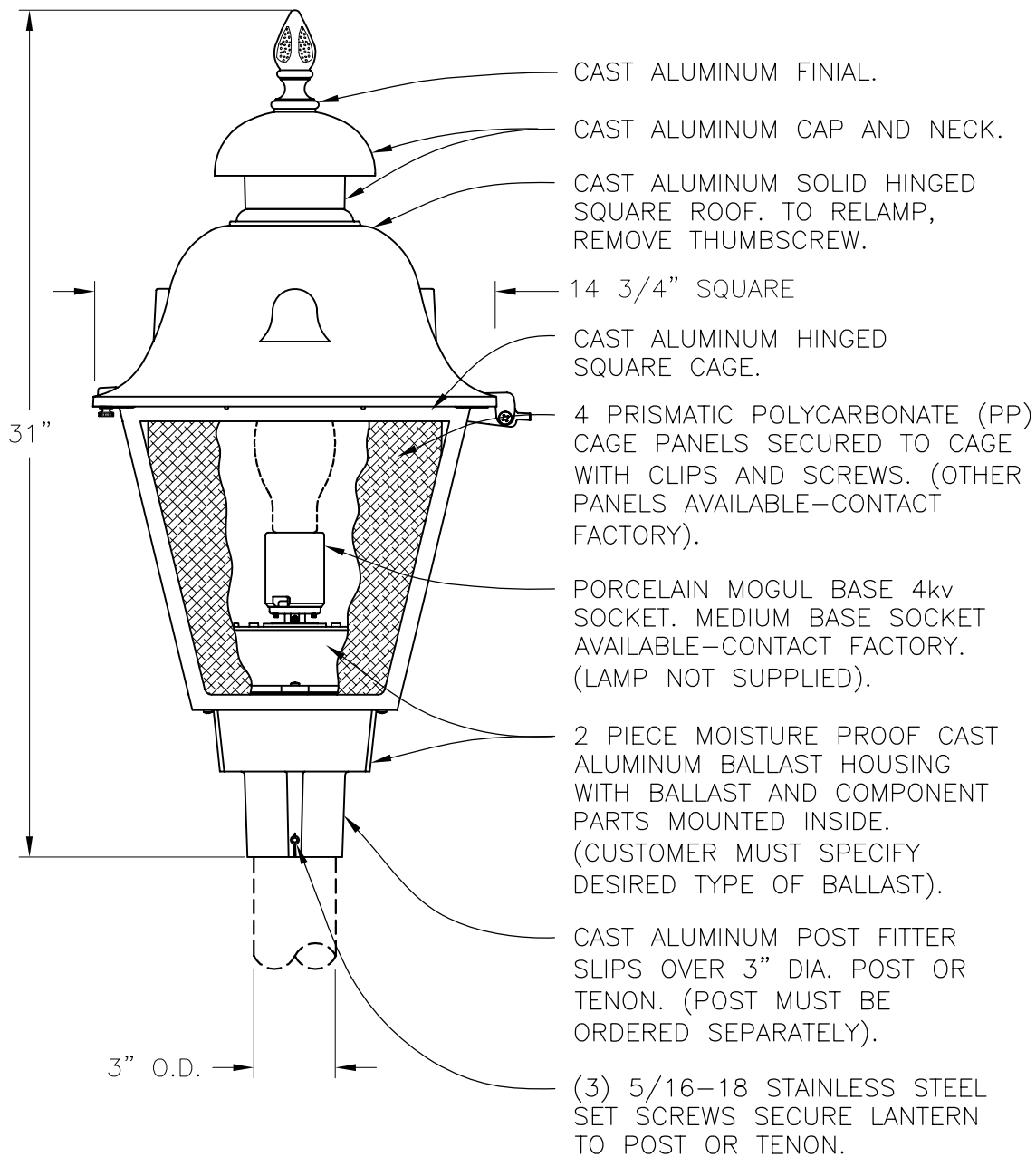
And waivers of such other sections of the Needham Subdivision Regulations as may be required.

Heather Lane Extension Residential Compound

The following is a list of waivers from the Town of Needham Subdivision Regulations.

1. Section 3.3.1 – Right of Way Width
20' wide easement instead of 50'
2. Section 3.3.1 – Pavement Width
20' wide pavement instead of 24'
3. Section 3.3.1- Street Slope
9% instead of 8% max.
4. Section 3.3.1 - Max slope of 1% at 25' intersection
2% instead of 1%
5. Section 3.3.3 - 20' radii at intersection
0' radii at street intersection
6. Section 3.3.3 - Minimum Centerline Radius
50' instead of 100'
7. Section 3.3.6 – Curbing
No curb instead of granite or reinforced concrete.
8. Section 3.3.8 – Granite bounds
None
9. Section 3.3.16 – Sidewalks
No sidewalk rather than one sidewalk
10. Section 3.3.16 – Standard Cross Section
Street cross-section as shown on the plans. No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

And waivers of such other sections of the Needham Subdivision Regulations as may be required.

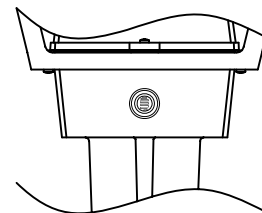


EPA = 1.22 (EFFECTED PROJECTED AREA)

LANTERN WILL BE PREWIRED AND TESTED.
ALL ELECTRICAL COMPONENTS ARE U.L. LISTED.
ALL MOUNTING HARDWARE IS SUPPLIED.

LANTERN WEIGHT (W/20-120-00 BALLAST) = 44 LBS.

OPTIONAL PHOTO CONTROL
120 VOLT



APPROVAL SIGNATURE:		FINISH: _____		Drawing for illustration only - scale approximate	
HEIGHT 31"		PANELS: _____		TITLE: "GRANDE JEFFERSON" 8400 SERIES POST TOP H.I.D. LANTERN	
WIDTH 14 3/4"		SOCKET: ☐ MEDIUM ☐ MOGUL		380 KIMMO LANE HANOVER, PA. 17331 PH: (717) 632-4444 - FAX: (717) 632-5030	
PROJECTION		BALLAST: ☐ Mercury Vapor ☐ Metal Halide ☐ High Pressure Sodium		SCALE: 1=4 DATE: 02/11/02 DWG BY: ATV DWG. NO. 8432BP	
TOP TO OUTLET		WATTAGE: _____ VOLTAGE: _____ POWER FACTOR: ☐ NPF ☐ HPF			

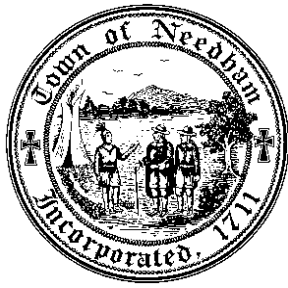


2020. 1. 30



2020. 1. 30





LEGAL NOTICE
Planning Board
TOWN OF NEEDHAM
NOTICE OF HEARING

Under the provisions of M.G.L. Chapter 40A S. 11, M.G.L. Chapter 41 S. 81-T, and the Needham Zoning By-Law Section 4.2.12, the Needham Planning Board will hold a public hearing on Tuesday, June 16, 2020 at 7:30 p.m. by Zoom Web ID Number 826-5899-3198 (further instructions for accessing are below), regarding the application of William John Piersiak, for approval of a Definitive Subdivision Plan and a Residential Compound per Section 4.2.12 of the Needham Zoning By-Law. Said Plan consists of seven (7) sheets and was submitted along with accompanying material on April 29, 2020. If approved, the Plan would create five (5) Residential Compound (RC) house lots that conform to current zoning, all lots would have frontage and be accessed from the new proposed roadway. The land to be subdivided into RC lots has several buildings on it. All were constructed pursuant to permit and are lawful. Some of the buildings will remain, and some will be demolished, as shown on the plans.

The land proposed to be subdivided is located at 768-768A Chestnut Street, and described as follows:

Beginning at a point on the northerly side of Proposed Heather Lane, at the northwesterly corner of the herein described premises, thence;

Running N55° 23' 56"E a distance of 64.53' to a point;

Thence turning and running N 68° 05' 00"E a distance of 17.20' to a point;

Thence turning and running N67° 01' 35"E a distance of 180.99' to a point;

Thence turning and running N46° 24' 47"E a distance of 73.49' to a point;

Thence turning and running N15° 06' 04"W a distance of 75.07' to a point;

Thence turning and running N82° 58' 00"E a distance of 512.27' to a point;

Thence turning and running S18° 57' 00"E a distance of 625', more or less to the Charles River;

Thence turning and running southerly and westerly by the Charles River a distance of 1,107', more or less, to a point;

Thence turning and running N14° 09' 11"E a distance of 636', more or less to a point;

Thence turning and running N25° 16' 26"W a distance of 93.40' to a point on the easterly side of the Proposed Heather Lane;

Thence running along a curve to the left having a radius of 60.00' and an arc length of 184.88' to a point;

Thence running along a curve to the right having a radius of 25.00' and an arc length of 25.32' to a point;

Thence turning and running N53° 47' 08"W a distance of 21.84' to the point and place of beginning.

The described area contains 13.26 acres, more or less.

To view and participate in this virtual hearing on your phone, download the “Zoom Cloud Meetings” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the following Meeting ID: 826-5899-3198

To view and participate in this virtual hearing on your computer, at the above date and time, go to www.zoom.us click “Join a Meeting” and enter the following ID: 826-5899-3198

Copies of the Definitive Plan and other application materials may be viewed at this link: <https://www.needhamma.gov/Archive.aspx?AMID=146&Type=&ADID=>. Interested persons are encouraged to attend the public hearing and make their views known to the Planning Board. This legal notice is also posted on the Massachusetts Newspaper Publishers Association’s (MNPA) website at (<http://masspublicnotices.org/>).

NEEDHAM PLANNING BOARD

Needham Times: May 28, 2020 and June 4, 2020.

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By E-Mail and Mail
April 27, 2020

Lee Newman
Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Extension Residential Compound and Definitive Subdivision

Dear Lee:

In connection with the Heather Lane Extension Residential Compound and Definitive Subdivision, please find enclosed:

1. Application for Special Permit for Residential Compound.
2. Application for Approval of a Definitive Subdivision Plan.
3. Plan entitled "Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4 Heather Lane, Needham, MA", prepared by Kelly Engineering Group, Inc., dated March 3, 2020, including Sheets 1-7 (1 full size, 1 reduced size).
4. Legal Description of the Boundaries of the Land for the proposed Heather Lane Extension Residential Compound and Definitive Subdivision.
5. Lists of Dedham, Westwood, and Dover abutters.
6. Copies of April 27, 2020 letters from Robert T. Smart, Jr., Esq. to the Needham Town Clerk, and to the Needham Board of Health.
7. List of requested waivers.
8. Letter from Robert T. Smart, Jr., Esq. dated April 27, 2020, with legal analysis.
9. Draft Heather Lane Extension Homeowners Association Declaration of Trust.

10. Draft Declaration of Restrictive Covenants.

11. Draft Subdivision Covenant.

12. Draft Grant of Utility Easement.

13. Draft Grant of Drainage Easement.

A check for the filing fee, in the amount of \$1750.00, is being delivered, with a cover letter, to the drop box of the Public Services Administration Building.

Legal notice bills can come to me. 399 Chestnut Street, Needham, MA 02492 (781-444-9344).

Very truly yours,

A handwritten signature in dark ink, appearing to be 'RTS' with a stylized flourish.

Robert T. Smart, Jr.

cc: Alexandra Clee
Tedi Eaton
William Piersiak
Koby Kempel



PLANNING

TOWN OF NEEDHAM, MA
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

500 Dedham Avenue
Needham, MA 02492
781-455-7550

APPLICATION FOR APPROVAL
OF A DEFINITIVE SUBDIVISION PLAN

Date: April 27 2020

The undersigned, ~~on behalf of~~ William John Piersiak (owner's name or self) of
768-768A Chestnut Street (address), owner of land in Needham, the description of
said land being submitted herewith, desiring to make a subdivision of said land hereby submits the following required plans
and documents:

- a) the original tracings and eight full sized copies and six reduced sized copies of each of the
following plans –
- i. a key location map
 - ii. a lot plan
 - iii. a profile plan
 - iv. a municipal services and utility plan
 - v. a topographic plan
 - vi. any detail plans required

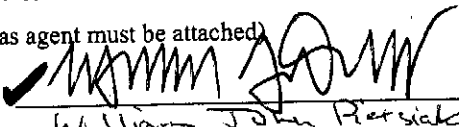
Each plan bearing titles, endorsements and imprints required.

- b) a filing fee of \$500 plus \$250 per lot for each lot in the subdivision.
c) a description of the boundaries of the entire area to be subdivided; and
d) a list of names and addresses of all abutters as they appear on the most recent Needham Assessors'
records
e) _____
(specify any additional material or information submitted)

and petitions the Planning Board to consider and approve such subdivision plans under the provisions of the Subdivision
Control Law (M.G.L. Chapter 41, Sections 81-A through 81-G inclusive, as amended) and in accordance with the Rules and
Regulations of the Needham Planning Board and the applicable By-Laws of the Town of Needham.

The undersigned certifies that the applicant(s) is/are the sole owner(s) of the entire land proposed to be subdivided and that
the subdivision plans and the description submitted indicate the true boundaries of said land and the correct names of all
abutters as shown on the most recent records of the Needham Assessors.

(If the applicant is not the owner, written authorization to act as agent must be attached)

 (owners)
William John Piersiak

By _____ (agent)

This application is accepted by the Needham Planning Board in accordance with Sections 81-Q and 81-T of the Subdivision Control Law.

20 _____

By _____

ATTACHMENT TO APPLICATION FOR APPROVAL
OF A DEFINITIVE SUBDIVISION PLAN

Owner	Property Address	Book and Page
William John Piersiak	768-768A Chestnut St, Lot 4, Definitive Subdivision Plans for Heather Lane, by Kelly Engineering Group, Inc.	36756/532



TOWN OF NEEDHAM

MASSACHUSETTS

Room 20, Town Hall
Needham, MA 02192
617-444-5100

PLANNING BOARD

APPLICATION FOR SPECIAL PERMIT

for

~~PLANNED RESIDENTIAL DEVELOPMENT~~

RESIDENTIAL COMPOUND

~~FLEXIBLE DEVELOPMENT~~

4/27/2020

This application must be completed, signed, and submitted with the filing fee by the Applicant or his representative in accordance with the Planning Board's Rules as adopted under its jurisdiction as a Special Permit Granting Authority.

Location of Property 768-768A Chestnut Street

Name of Applicant William John Piersiak Address 768 Chestnut St. Tel.# 617-759-9820

Applicant is Owner ☒ Tenant ☐ Agent/Attorney ☐ Purchaser ☐

Property Owner's Name _____ Address _____ Tel.# _____
(if not Applicant)

Characteristics of Property: Lot Area 13.26 acres Present Use Residential
Map # 204 Parcel # 004-001 Zoning District RRC

Nature and justification of request for a special permit under the Zoning By-law,
Section 4.2.5. Planned Residential Development; Section 4.2.6. Residential Compound;
or Section 4.2.4. Flexible Development:

To create a total of 5 Lots and construct a private way for access. All lots meet Residential Compound requirements.

I hereby request a hearing before the Planning Board with reference to the above application.

Signature of Applicant (or his representative) William John Piersiak

Address if not Applicant _____

Tel.# 617-759-9820

Owner's permission if other than applicant _____

Legal Description

Proposed Heather Lane Extension Residential Compound and Definitive Subdivision

That certain parcel of land located on the easterly side of Chestnut Street in Needham, Norfolk County, Massachusetts.

Beginning at a point on the northerly side of Proposed Heather Lane, at the northwesterly corner of the herein described premises, thence;

Running N55° 23' 56"E a distance of 64.53' to a point;

Thence turning and running N 68° 05' 00"E a distance of 17.20' to a point;

Thence turning and running N67° 01' 35"E a distance of 180.99' to a point;

Thence turning and running N46° 24' 47"E a distance of 73.49' to a point;

Thence turning and running N15° 06' 04"W a distance of 75.07' to a point;

Thence turning and running N82° 58' 00"E a distance of 512.27' to a point;

Thence turning and running S18° 57' 00"E a distance of 625', more or less to the Charles River;

Thence turning and running southerly and westerly by the Charles River a distance of 1,107', more or less, to a point;

Thence turning and running N14° 09' 11"E a distance of 636', more or less to a point;

Thence turning and running N25° 16' 26"W a distance of 93.40' to a point on the easterly side of the Proposed Heather Lane;

Thence running along a curve to the left having a radius of 60.00" and an arc length of 184.88' to a point;

Thence running along a curve to the right having a radius of 25.00' and an arc length of 25.32' to a point;

Thence turning and running N53° 47' 08"W a distance of 21.84' to the point and place of beginning.

The described area contains 13.26 acres, more or less.



Robert Smart <bob@robertsmart.net>

Re: Piersiak

1 message

Robert Smart <bob@robertsmart.net>

Mon, Mar 23, 2020 at 5:03 PM

To: Lee Newman <LNewman@needhamma.gov>

will do

Robert T. Smart, Jr., Esq.
399 Chestnut Street
Needham, MA 02492
T 781-444-9344
FX 781-449-0242
bob@robertsmart.net

Dover, Westwood and
Dedham Abutter

On Mon, Mar 23, 2020 at 4:25 PM Lee Newman <LNewman@needhamma.gov> wrote:

Bob,

This looks fine. Please include these emails as part of your formal filing.

Lee

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Robert Smart <bob@robertsmart.net>
Sent: Monday, March 23, 2020 3:27:23 PM
To: Lee Newman <LNewman@needhamma.gov>
Subject: Piersiak

Lee: attached are the abutter lists from the three adjacent communities.

Dover (2): 770 Chestnut Street LLC, and Burhoe

Westwood (1): Gay, Trustees

Dedham (2): Gay, Anderson and Cabot

Is this email sufficient to provide you the abutter lists?

Bob

Robert T. Smart, Jr., Esq.
399 Chestnut Street
Needham, MA 02492
T 781-444-9344
FX 781-449-0242
bob@robertsmart.net



OFFICE OF
BOARD OF ASSESSORS

P.O. BOX 250
DOVER, MASSACHUSETTS 02030-0250
508-785-0032 EXT. 241

March 18, 2020

Robert T Smart, Jr., Esq.
Attorney at Law
399 Chestnut Street
Needham, MA 02492

Re: Certified List of Dover Direct Abutters to 768-768A-768B Chestnut Street,
Needham, MA Property Line.

Dear Mr. Smart:

Listed below are the Dover abutters to the property located at 768-768A-768B Chestnut Street, Needham, MA. This certification represents direct abutters to the property line, including those across a traveled way or across a body of water, according to our most recent tax list.

*08-004 (Lot D, Dedham Street)
Harley Lank & Audra Lank, Trustees
Chestnut Nominee Trust
5 Willow Road
Weston, MA 02493

08-005
William S. Burhoe
344 Dedham Street
Dover, MA 02030

**Conveyed July 12, 2019 to 770 Chestnut Street LLC, c/o The Shoreline Corp., 130 Prospect Street, Cambridge, MA 02139.*

Respectfully,

Kristin Abraham
Assessor Clerk



Robert Smart <bob@robertsmart.net>

RE: certified abutters list

1 message

Janice Barba <jbarba@townhall.westwood.ma.us>
To: Robert Smart <bob@robertsmart.net>

Tue, Mar 10, 2020 at 10:25 AM

Sir – the direct abutter is:

THE 235 WESTFIELD STREET REALTY TRUST
PAUL G & CAROLINE W GAY TRUSTEES
235 WESTFIELD ST
WESTWOOD, MA 02090

Best,

Janice Barba, Administrative Assistant*Assessor's Office*

580 High Street, Westwood, MA 02090

781 326-1904

From: Robert Smart [mailto:bob@robertsmart.net]
Sent: Tuesday, March 10, 2020 10:01 AM
To: Janice Barba
Subject: Re: certified abutters list

Ms. Barba: we need only the direct abutter(s) to the Needham parcel, not abutters to the abutter(s) on the Westfield side.
Could you send a revised list? Bob

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

On Mon, Mar 9, 2020 at 4:13 PM Janice Barba <jbarba@townhall.westwood.ma.us> wrote:

Mr. Smart – please see attached.

Best,

Janice Barba, Administrative Assistant

Assessor's Office

580 High Street, Westwood, MA 02090

781 326-1904

From: Robert Smart [mailto:bob@robertsmart.net]

Sent: Monday, March 09, 2020 2:57 PM

To: assessors@townhall.westwood.ma.us

Subject: certified abutters list

Please see my letter and request for certified abutters list, attached. If there are questions, please call.

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

The Attorney General has determined that email correspondences are public records unless the content of the email falls with one of the stated exemptions under the Public Records Laws

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email falls with one of the stated exemptions under the Public Records Laws

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Robert Smart <bob@robertsmart.net>

FW: Abutters List Dedham - 768-768A - B CHESTNUT ST NEEDHAM

1 message

Adrienne Albani <aalbani@dedham-ma.gov>
To: "bob@robertsmart.net" <bob@robertsmart.net>

Tue, Mar 10, 2020 at 9:25 AM

From: Adrienne Albani
Sent: Tuesday, March 10, 2020 9:24 AM
To: mailto:bob@robertsmart.net
Cc: Richard Henderson <rhenderson@dedham-ma.gov>
Subject: Abutters List Dedham - 768-768A - B CHESTNUT ST NEEDHAM

Dear Mr. Smart –

Please find the attached pages (2) pertaining to your request for abutters (on the Dedham side) for the above referenced project.

Please let me know if this office may further assist.

Kind regards,

Adrienne Albani
Assessing Specialist
Town of Dedham
781-751-9130

From: Robert Smart <bob@robertsmart.net>
Date: 3/9/20 3:08 PM (GMT-05:00)
To: Richard Henderson <rhenderson@dedham-ma.gov>
Subject: certified abutters list

Mr. Henderson: see my letter request, attached. Please call me if there are questions. Bob Smart

3/10/2020

Robert T. Smart Jr., Esq Mail - FW: Abutters List Dedham - 768-768A - B CHESTNUT ST NEEDHAM

Robert T. Smart, Jr., Esq.

399 Chestnut Street

Needham, MA 02492

T 781-444-9344

FX 781-449-0242

bob@robertsmart.net

 **map43-1.pdf**
265K

43-1
999 Country Club
RD.

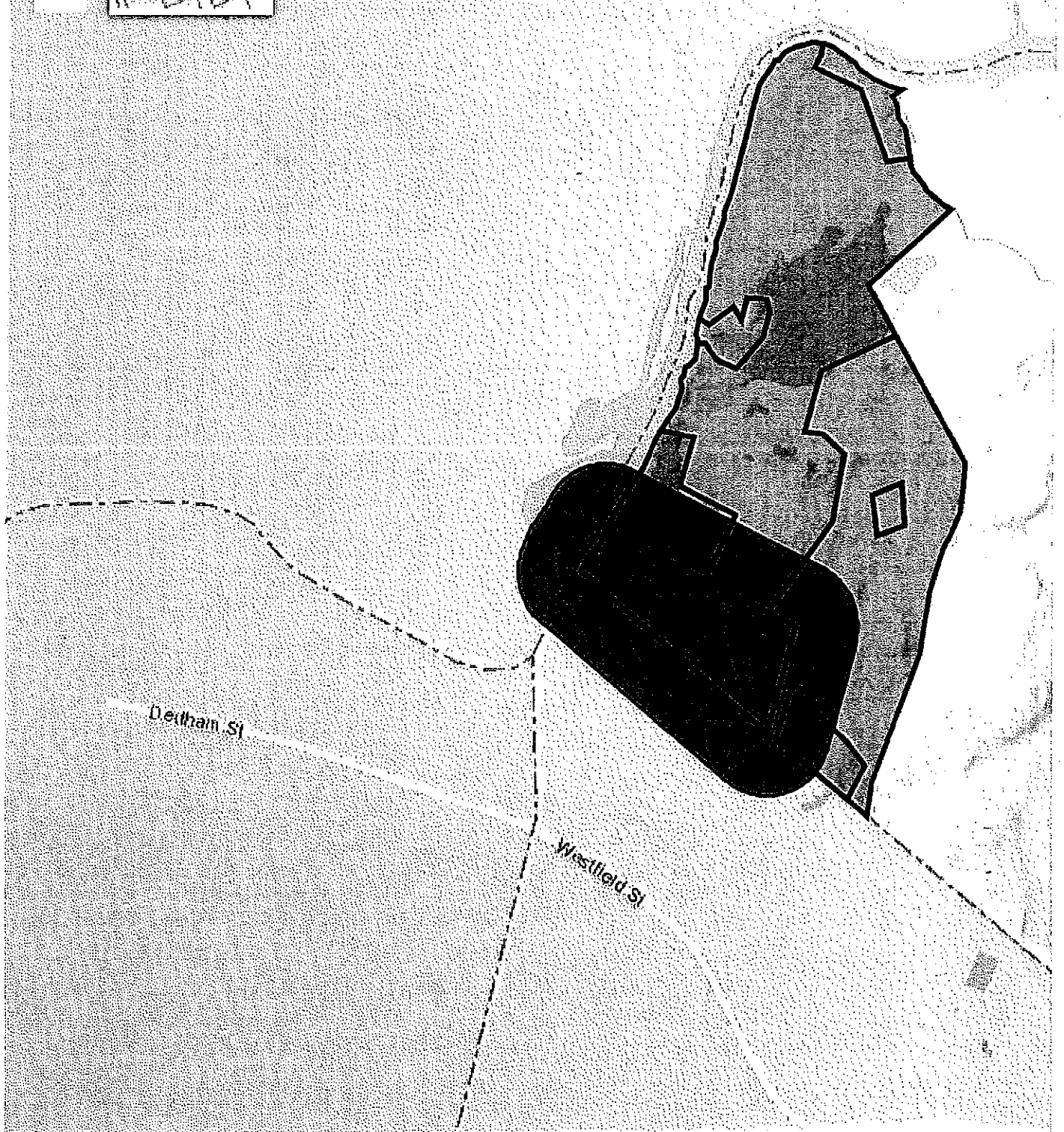
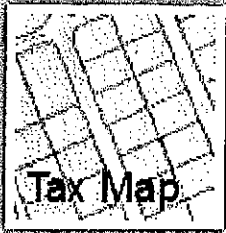
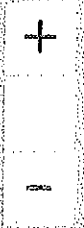
43-1
235 WESTFIELD ST RLTY TR THE
GAY PAUL G & CAROLINE W TRS
235 WESTFIELD ST
NEEDHAM MA 02492-2733

43-2B
ANDERSON EDWARD T ETUX
CABOT LINDA N TE
185 WESTFIELD ST
WESTWOOD MA 02090

43-2
ANDERSON EDWARD T ETUX
CABOT LINDA N TE
185 WESTFIELD ST
WESTWOOD MA 02090



Public Notification...



ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

E-Mail

April 27, 2020

Tedi Eaton, Town Clerk
Town Hall
1471 Highland Avenue
Needham, MA 02492

Re: Heather Lane Extension Residential Compound and Subdivision

Dear Tedi:

This letter is a Notice of Submission of a Definitive Subdivision Plan, pursuant to Massachusetts General Laws Chapter 41, Section 81T. This was filed in conjunction with a Residential Compound special permit for the same property.

The Plan was submitted on April 27, 2020 to the Planning Board. The owner of the land to be subdivided is William John Piersiak.

A copy of the Application for Approval of a Definitive Subdivision Plan, which has attached to it a sheet detailing ownership of the property within the proposed subdivision, and a description of the land which proposed to be subdivided, are enclosed.

Very truly yours,



Robert T. Smart, Jr.

Cc: William Piersiak
Needham Planning Board

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By Hand Delivery and Email
April 27, 2020

Needham Board of Health
Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494

Re: Heather Lane Extension Subdivision

Dear Members of the Board:

Enclosed, pursuant to Massachusetts General Laws Chapter 41, Section 81U, please find one copy of each of the following:

1. Application for Approval of a Definitive Subdivision Plan.
2. Plans titled "Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4, Heather Lane, Needham, MA".

By statute, your report to the Planning Board is due within 45 days hereof. It is requested that you submit your report earlier, so that the Planning Board can consider it at said Board's public hearing, scheduled for June 16, 2020

Very truly yours,



Robert T. Smart, Jr.

Cc: William Piersiak
Needham Planning Board

Residential Compound/Subdivision

The following is a list of waivers from the Town of Needham Subdivision Regulations.

1. Section 3.3.1 – Right of Way Width

20' wide easement instead of 50'

2. Section 3.3.1 – Pavement Width

20' wide pavement instead of 24'

3. Section 3.3.1- Street Slope

9% instead of 8% max.

4. Section 3.3.1 - Max slope of 1% at 25' intersection

2% instead of 1%

5. Section 3.3.3 - 20' radii at intersection

0' radii at street intersection

6. Section 3.3.3 - Minimum Centerline Radius

50' instead of 100'

7. Section 3.3.6 – Curbing

No curb instead of granite or reinforced concrete.

8. Section 3.3.8 – Granite bounds

None

9. Section 3.3.16 – Sidewalks

No sidewalk rather than one sidewalk

10. Section 3.3.16 – Standard Cross Section

Street cross-section as shown on the plans. No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

And waivers of such other sections of the Needham Subdivision Regulations as may be required.

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

April 27, 2020

Needham Planning Board
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Extension Residential Compound and Definitive Subdivision

Dear Members of the Board:

This letter is filed in support two related applications, an Application for Special Permit for Residential Compound, and an Application for Approval of a Definitive Subdivision Plan, for the property at 768-768A Chestnut Street, owned by William John Piersiak. This property consists of 13.26 acres of land, more than the 10 acres required for a Residential Compound (RC) and it is located within the Rural Residence-Conservation (RRC) District. The subject property, which is Lot 4 of the Heather Lane subdivision, will be divided into five RC lots.

The land to be subdivided into RC lots has several buildings on it. All were constructed pursuant to permit and are lawful. Some of the buildings will remain, and some will be demolished, as shown on the plans.

A set of plans has been submitted with the Application. They are titled "Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4 Heather Lane, Needham, MA", prepared by Kelly Engineering Group, Inc., dated March 3, 2020, including Sheets 1-7 (the "Plans").

It is requested that the Board consider and hear all these applications together, along with the Heather Lane Subdivision application, also filed today, and then vote them separately.

All the requirements for a Residential Compound under Needham Zoning By-Law Section 4.2.12 will be met. The RC will have 232 feet of frontage on the private subdivision road named Heather Lane (150 feet is required under By-Law Section 4.2.12(b)(1). Access for each of the five lots in the proposed RC will be provided through legally enforceable rights to use Heather Lane, and the private street or driveway named Heather Lane Extension. Such access is lawful under By-Law Section 4.2.12(b)(4). Each RC lot will have more than the two acres of land required for RC lots in the RRC District under By-Law Section 4.1.12(b)(2).

The application will require significant waivers from Needham's Subdivision Rules and Regulations. This is in keeping with the purpose of the Residential Compound section of the Zoning By-Law, which is to allow up to five single-family dwellings sharing common frontage on a way and access via a private street or driveway, within large tracts of land, so as to retain the rural feeling of the area, consistent with high quality residential development.

Ten waivers from the Subdivision Rules and Regulations are requested:

1. Section 3.3.1 – Right of Way Width (20' rather than 50' is requested)
2. Section 3.3.1 – Pavement Width (20' rather than 24')
3. Section 3.3.1 – Slope (9% rather than 8%)
4. Section 3.3.1 – Maximum slope of 1% at 25' intersection (2% rather than 1%)
5. Section 3.3.3 – 20' Radii at Intersection (0' radii at street intersection rather than 20')
6. Section 3.3.3 – Minimum centerline radius (50' rather than 100')
7. Section 3.3.6 – Curbing (No curb rather than granite or reinforced concrete))
8. Section 3.3.8 – Granite Bounds (None)
9. Section 3.3.16 – Sidewalk (No sidewalk rather than sidewalk on one side).
10. Section 3.3.16 – Standard Cross-Section (Street cross-section as shown on the plans.
No sidewalk and 20' wide pavement rather than one sidewalk and 24' wide pavement.

The requested waivers are justified. Waivers 1, 2, 9 and 10 were granted in connection with both the Riverbend Lane Subdivision (11/13/07 Decision) and the Riverview Estates/Burr Drive Subdivision (6/16/98 Decision). The other six waivers are sensible for engineering reasons.

The owners of the proposed RC lots will be required to participate in the maintenance and repair of Heather Lane, and to join the Heather Lane Extension Association, and will be obligated to maintain and repair as necessary the road, utilities, and drainage system shown on the Plans.

Although Heather Lane Extension will be and remain a private way, the Town of Needham will have the right to enter upon Heather Lane Extension for all appropriate purposes for which public ways are used in the Town of Needham. The restrictions and covenants set forth in the Declaration of Restrictive Covenants, filed herewith, will run with the land and be enforceable by the Town of Needham.

It is requested that the Application for Special Permit for Residential Compound, and the Application for Approval of a Definitive Subdivision Plan, be approved.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Smart'.

Robert T. Smart, Jr.

Cc: William Piersiak

ROBERT T. SMART, JR., ESQ.

ATTORNEY AT LAW

399 CHESTNUT STREET

NEEDHAM, MASSACHUSETTS 02492

TEL (781) 444-9344 FAX (781) 449-0242

E-MAIL bob@robertsmart.net WEBSITE www.robertsmart.net

By delivery
April 27, 2020

Lee Newman
Drop Box
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

Re: Heather Lane Extension Residential Compound and Definitive Subdivision

Dear Lee:

In connection with the Heather Lane Extension Residential Compound and Definitive Subdivision, please find enclosed a check in the amount of \$1,750.00, for the filing fee.

Very truly yours,



Robert T. Smart, Jr.

Cc: Alexandra Clee
Tedi Eaton
William Piersiak

DETAIL 2

DETAIL 3

EXISTING LEGEND

---	200' RIVERFRONT LINE
---	EASEMENT
---	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
---	FLOOD PLAN
---	PROPERTY LINE
---	ZONE LINE
---	TOWN LINE
---	TREE LINE

PLAN REFERENCES

- 1.) "PLAN OF LAND IN NEEDHAM, MASS., PROPERTY OF GERTRUDE A. HUTCHINS, SCALE: 1"=40', OCTOBER 1, 1940", FILED AS PLAN 589 IN BOOK 2297, PAGE 501.
- 2.) "PLAN OF LAND BELONGING TO MARY H. RUDDY AND CONSTANTINE HUTCHINS, JR. ACCORDING TO THE WILL OF GERTRUDE AMORY HUTCHINS, NEEDHAM, MASS., 1"=80', DECEMBER 3, 1979", FILED AS PLAN 1182 IN BOOK 5686, PAGE 363.
- 3.) "PLAN OF LAND IN NEEDHAM, MASS. SCALE 1"=80', AUGUST 22, 2000", FILED AS PLAN 511 IN PLAN BOOK 478.
- 4.) "PLAN OF LAND IN NEEDHAM, MASS., APRIL 7, 1982, 1"=60", FILED AS 712 IN PLAN BOOK 298.
- 5.) "PLAN OF WELLESLEY EXTENSION SEWER REPLACEMENT LAND TAKING PLAN IN NEEDHAM, TO BE TAKEN BY MASSACHUSETTS WATER RESOURCES WATER AUTHORITY, 1"=40', OCTOBER, 1993", FILED AS PLAN 149 OF 1994.
- 6.) "PLAN OF WELLESLEY EXTENSION SEWER REPLACEMENT LAND TAKING PLAN NO. W.E.S.R.-2-7, 1"=40', SEPTEMBER 1987", FILED AS PLAN 214 OF 1989.
- 7.) "PLAN OF LAND IN NEEDHAM, MA, 1"=40', JULY 22, 2002", FILED AS PLAN 5 IN PLAN BOOK 527.
- 8.) "PLAN OF LAND OF HANNAH E. POND, 1"=100', OCTOBER 21, 1914", FILED AS PLAN 3664 IN PLAN BOOK 76.
- 9.) "COMPILED PLAN OF LAND IN NEEDHAM, MASS., 1"=50', AUGUST 19, 1981", FILED AS PLAN 774 IN PLAN BOOK: 291.

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

DAVID N. KELLY, P.E.

"I, TOWN CLERK OF THE TOWN OF NEEDHAM, CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE NEEDHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE."

DATE TOWN CLERK

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

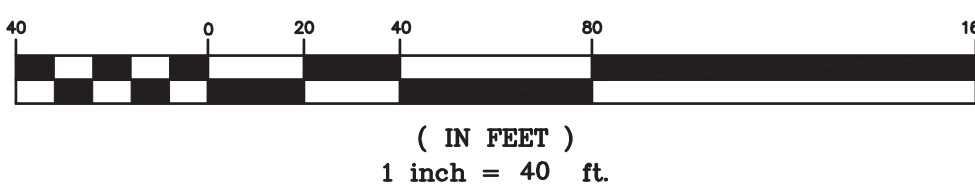
APPROVED DATE

ENDORSED DATE

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

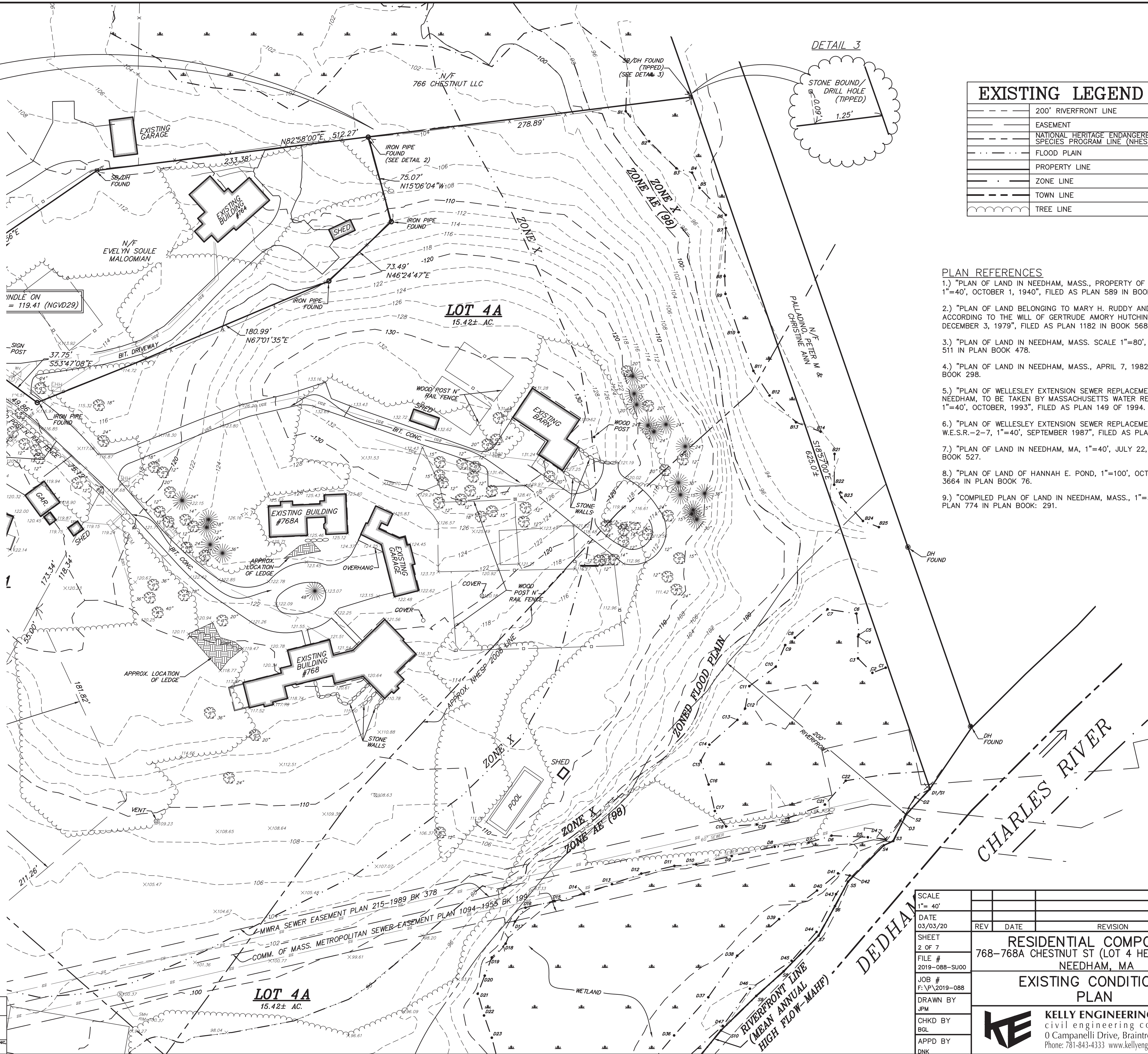
GRAPHIC SCALE



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SCALE 1"= 40'	REV	DATE	REVISION	BY
DATE 03/03/20				
SHEET 2 OF 7				
FILE # 2019-088-SU00				
JOB # F:\P\2019-088				
DRAWN BY JPM				
CHKD BY BGL				
APPD BY DNK				
RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA				
EXISTING CONDITIONS PLAN				
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com				

COMMONWEALTH OF MASSACHUSETTS STEVEN M. HORSFALL No. 41608 PROFESSIONAL LAND SURVEYOR	SHEET NO. 2
--	-----------------------

EXISTING LEGEND	
	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	PROPERTY LINE
	ZONE LINE
	TOWN LINE
	EASEMENT
	BOUND TO BE SET
	WETLANDS

PROPOSED LEGEND	
	EASEMENT
	BUILDING SETBACK LINE

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND CONDITIONS OF A COVENANT GIVEN IN ACCORDANCE WITH SECTION 81-U, CHAPTER 41 OF THE GENERAL LAWS AS AMENDED.

APPROVED DATE _____

ENDORSED DATE _____

DIRECTOR OF PUBLIC WORKS _____

TOWN ENGINEER _____

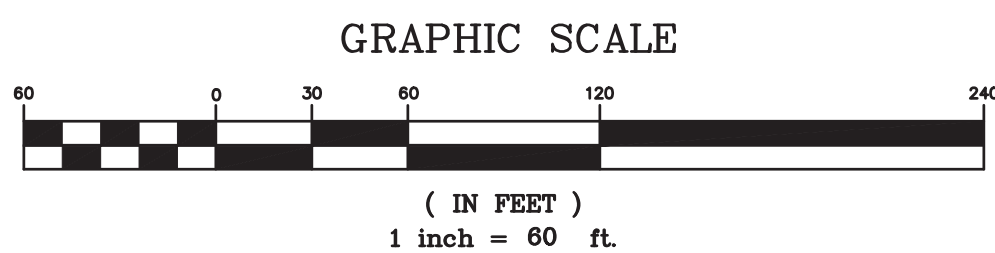
"I, TOWN CLERK OF THE TOWN OF NEEDHAM, CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE NEEDHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

DATE _____ TOWN CLERK _____

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS"

STEVEN M. HORSFALL, P.L.S. DATE _____



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HEATHER LANE
(PUBLIC WAY)

HEATHER LANE
EXTENSION

LOT 4
RESIDENTIAL COMPOUND

TOTAL LOT AREA=13.26 AC.
UPLAND AREA=6.77± AC.
RESOURCE AREAS=6.49± AC.
LOT AREA=7.42± AC.
FRONTAGE=232'
BUILD FACTOR=2

ZONING LEGEND RESIDENTIAL COMPOUND

ZONING DISTRICT: RURAL RESIDENCE CONSERVATION

	REQUIRED	PROVIDED	COMPLIANCE
MAX. # OF DWELLINGS	5	5	YES
MIN. DENSITY	10 ACRES (NOTE 1)	13.26 ACRES	YES
MIN. TRACK FRONTAGE	150'	232'	YES
MIN. DISTANCE BETWEEN STRUCTRES	30'	>30'	YES
MIN. DIST. FROM STRUCTURE TO TRACT BOUNDARY LINE	20'	>20'	YES
MIN. UNIT AREA	1 ACRE	>1 ACRE	YES

NOTES:

1. MINIMUM OF 2 ACRES PER DWELLING UNIT.

RESIDENTIAL COMPOUND

NO RESIDENTIAL COMPOUND FOR WHICH A SPECIAL PERMIT HAS BEEN ISSUED UNDER THIS SECTION MAY BE SUBDIVIDED OR FURTHER DEVELOPED.

THAT THE LAND LIES WITHIN AN APPROVED RESIDENTIAL COMPOUND;

THAT DEVELOPMENT OF THE LAND IS PERMITTED ONLY IN ACCORDANCE WITH THE LAND USES INDICATED THEREON;

THAT THE TOWN WILL NOT BE REQUESTED TO ACCEPT OR MAINTAIN THE PRIVATE ACCESS, DRAINAGE, OPEN SPACE OR ANY OTHER IMPROVEMENTS WITHIN THE COMPOUND.

FURTHER, ALL DEED RESTRICTIONS WITH RESPECT TO OWNERSHIP, USE AND MAINTENANCE OF PERMANENT OPEN SPACE SHALL BE REFERENCED ON, AND RECORDED WITH, THE PLAN.

Per Section 4.2.12 (e) (1) Site Plans shall meet to the extent applicable the requirements set forth for a Definitive Plan in the Subdivision Regulations and Procedural Rules of the Planning Board. The following table lists those requirements.

Applicable Section	Parameter	Required	Provided	Compliance
3.3.1	Right of Way Width	50'	20'	Waiver
3.3.1	Pavement Width	24'	20'	Waiver
3.3.1	Street Slope	>0.7% and <8%	9%	Waiver
3.3.1	Street slope at intersection	1% for 50'	2%	Waiver
3.3.3	Radii at Intersection	20'	0'	Waiver
3.3.3	Minimum Centerline Radius	100'	50'	Waiver
3.3.4	Intersection angle	90 degrees	90 Degrees	Yes
3.3.5	Dead End Street	Max. Length = 1200'	329'	Yes
3.3.5	Cul-De-Sac	60' Radius or hammerhead	Hammerhead	Yes
3.3.6	Curbing	Granite or Bituminous	No Curbing	Waiver
3.3.8	Granite bounds	As required in 3.3.9	None	Waiver
3.3.9	Street Signs	At street entrance	Yes	Yes
3.3.11	Sewer	Connect to sewer	Yes	Yes
3.3.12	Water	Connect to water	Yes	Yes
3.3.13	Storm Drainage	Provide Storm drainage	To be provided on individual building lots	Yes
3.3.14	Power cable etc	Place underground	Placed underground	Yes
3.3.15	Trees	Endeavor to save existing trees	Where possible	Yes
3.3.16	Sidewalks	One Side	None	Waiver
3.3.16	Standard Cross-Section	One side, 24' wide	None, 20' wide	Waiver
3.3.17	Fire Alarm	Connect to town fire circuit	None	NA
3.3.19	Sidewalk Ramps	ADA curb ramps	No Sidewalk	NA

All waivers of such other sections of the Needham Subdivision Regulations as may be required.

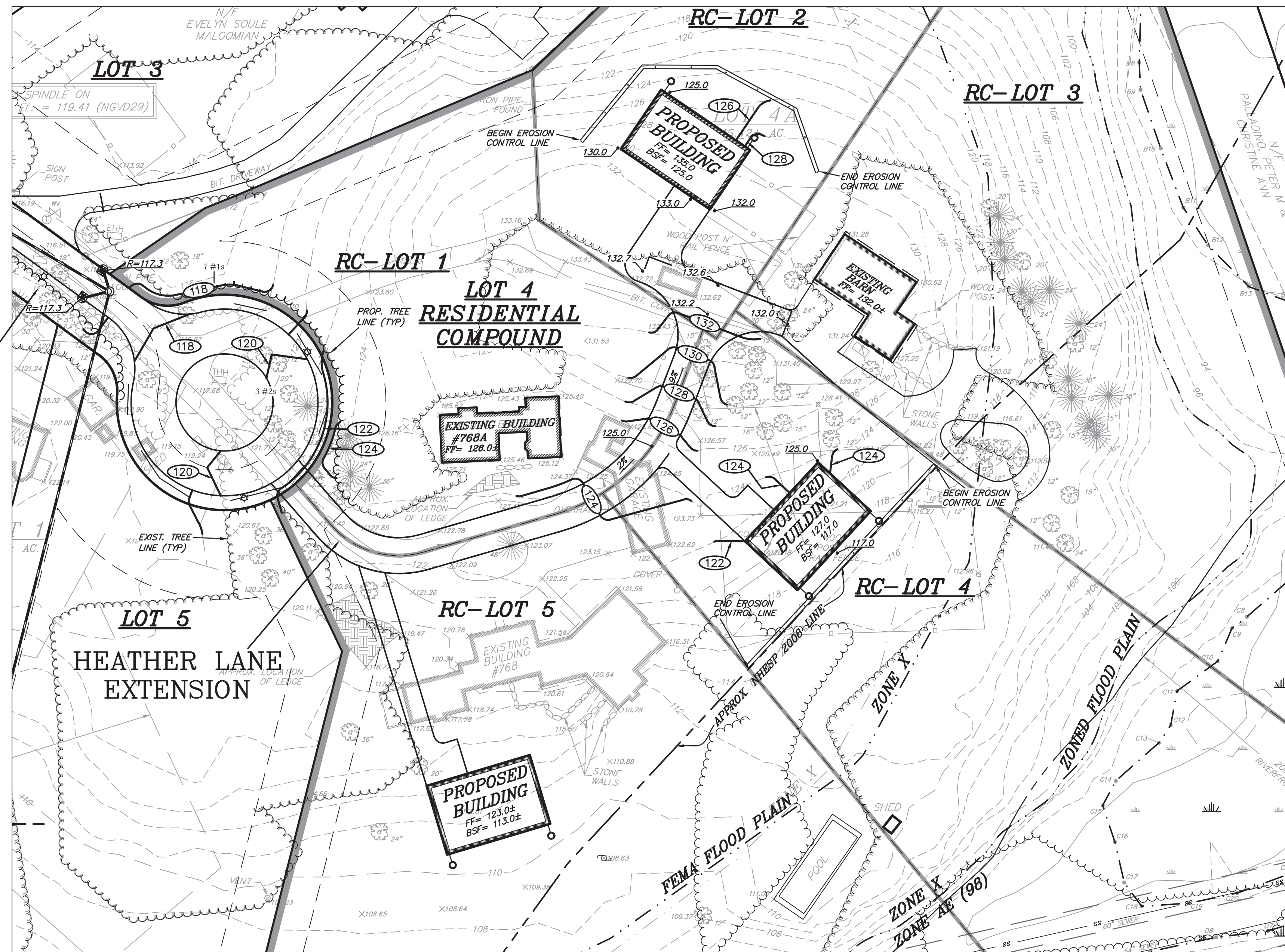
SCALE 1"= 60'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 3 of 7	RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA			
FILE # 2019-088-LT00-RC	LOTING PLAN			
JOB # F:\P\2019-088	DRAWN BY CUL			
CHKD BY BGL	KE KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
APPD BY DNK	SHEET NO. 3			



Steven
Horsfall
2020.04.22
13:44:01
-04'00"

PROPOSED LEGEND	
	RIP RAP
	FLARED END SECTION
	CATCH BASIN
	WATER QUALITY DEVICE
	DRAIN LINE
	CONTOUR LINE
	SPOT GRADE
	EROSION CONTROL LINE
	SILT SACK

SEE SHEET 3B FOR EXISTING LEGEND



HEATHER LANE
(PUBLIC WAY)

"APPROVED IN ACCORDANCE WITH
SECTION 81-U OF CHAPTER 41 OF THE
GENERAL LAWS AS AMENDED"

APPROVED SUBJECT TO TERMS AND
CONDITIONS OF A COVENANT GIVEN IN
ACCORDANCE WITH SECTION 81-U,
CHAPTER 41 OF THE GENERAL LAWS AS
AMENDED.

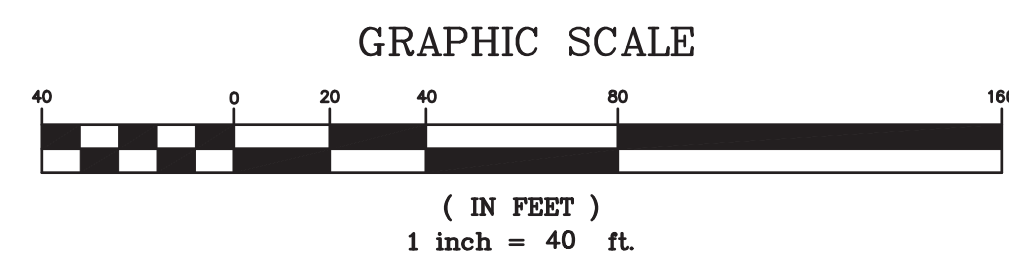
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REQUIRED BY THE SUBDIVISION
REGULATIONS AND PROCEDURAL RULES OF
THE PLANNING BOARD OF THE TOWN
OF NEEDHAM."

DAVID N. KELLY, P.E.

"I, TOWN CLERK OF THE TOWN OF
NEEDHAM, CERTIFY THAT THE NOTICE OF
APPROVAL OF THIS PLAN BY THE
NEEDHAM PLANNING BOARD HAS BEEN
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AND NO APPEAL WAS RECEIVED DURING
THE TWENTY DAYS NEXT AFTER SUCH
RECEIPT AND RECORDING OF SAID
NOTICE.

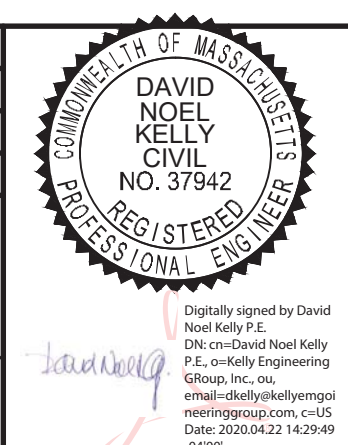
DATE TOWN CLERK

NOTE: PROPOSED BUILDINGS ARE SHOWN IN
APPROXIMATE LOCATIONS AND SIZES. FINAL
BUILDING LAYOUT WILL BE DETERMINED AT
BUILDING PERMIT STAGE.



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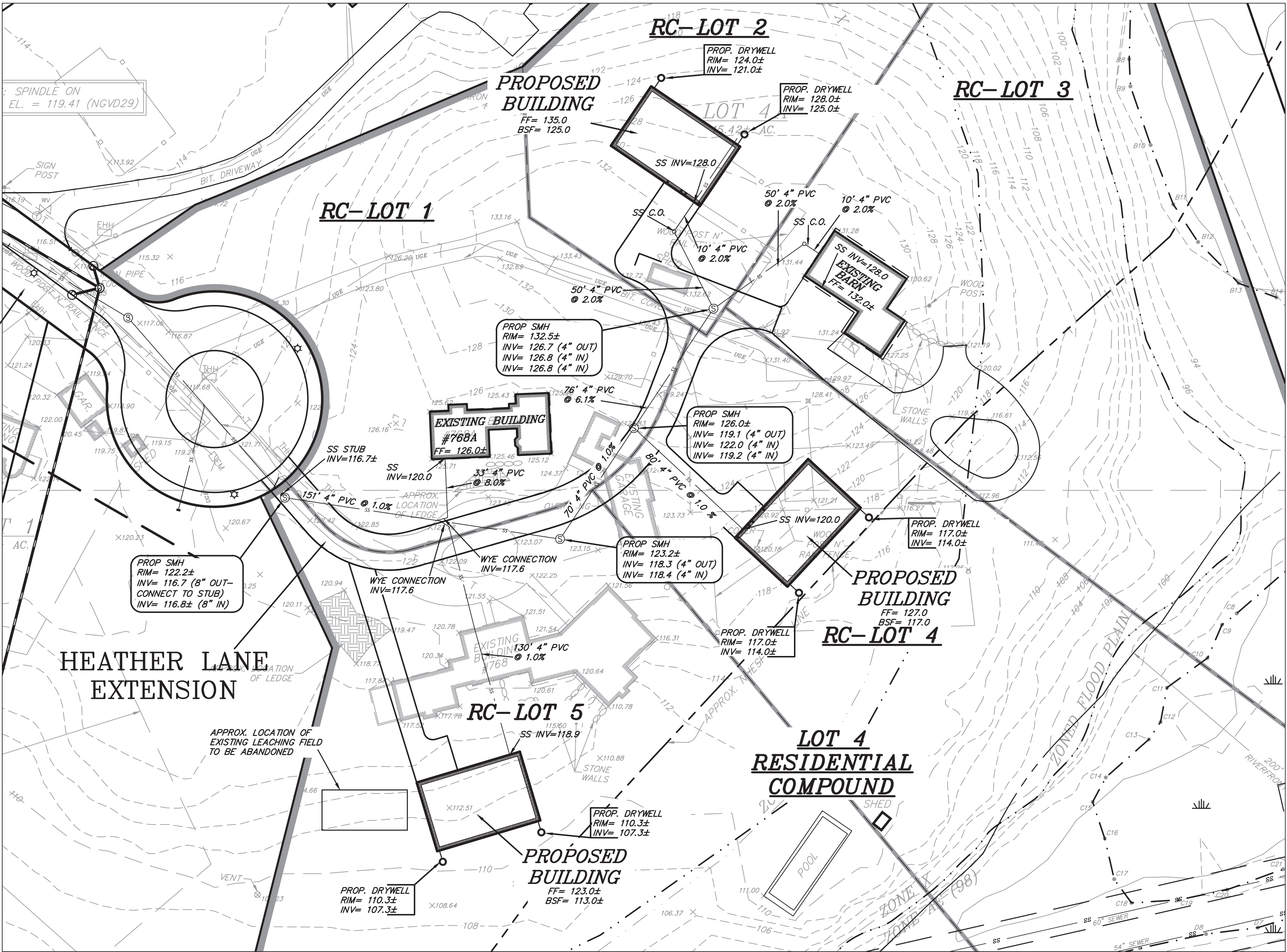
SCALE 1" = 40'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 4 OF 9	RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA			
FILE # 2019-088-GD00	GRADING PLAN			
JOB # F:\P\2019-088	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
DRAWN BY CUL	SHEET NO. 4			
CHKD BY BGL				
APPD BY SMH				



EXISTING LEGEND	
	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	PROPERTY LINE
	ZONE LINE
	TOWN LINE
	EASEMENT
	BOUND TO BE SET
	WETLANDS

PROPOSED LEGEND	
	EASEMENT
	SEWER MANHOLE
	SEWER LINE
	DRY WELL

HEATHER LANE
(PUBLIC WAY)



NOTE: ALL SEPTIC SYSTEMS TO BE ABANDONED PER TITLE V REQUIREMENTS. RESIDENTIAL COMPOUND DRAINAGE SYSTEMS TO BE DESIGNED TO COMPLY WITH THE TOWN OF NEEDHAM STORMWATER REGULATIONS.

"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

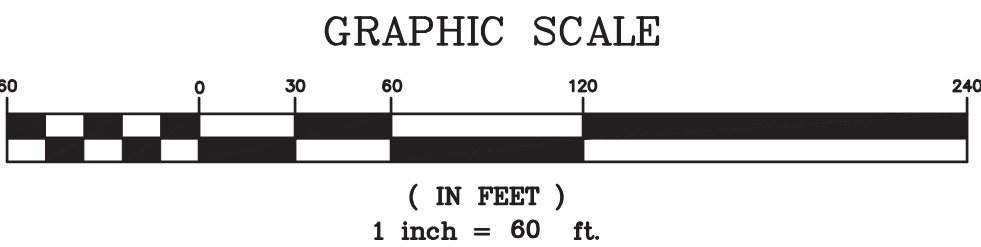
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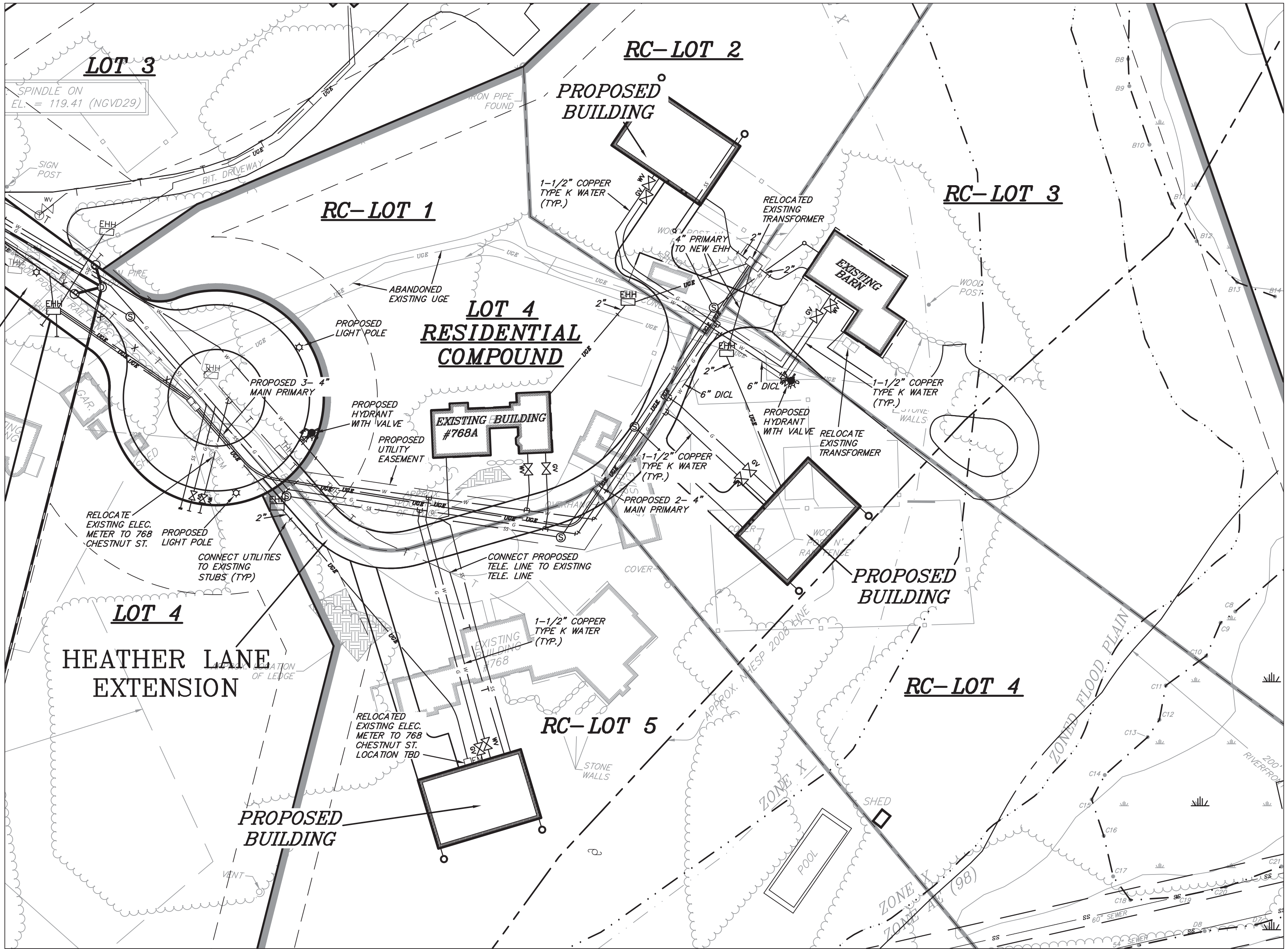
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SCALE 1"= 40'				
DATE 03/03/20	REV	DATE	REVISION	BY
SHEET 5 of 9	RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA			
FILE # 2019-088-PP00	SEWER & DRAIN PLAN			
JOB # F:\P\2019-088	KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com			
DRAWN BY C.J.L.	SHEET NO. 5			
CHKD BY B.G.L.				
APPD BY DNK				

EXISTING LEGEND	
	200' RIVERFRONT LINE
	MEAN ANNUAL HIGH WATER LINE (RIVER)
	BORDERING VEGETATED WETLANDS (B.V.W.)
	NATIONAL HERITAGE ENDANGERED SPECIES PROGRAM LINE (NHESP)
	FLOOD PLAIN
	PROPERTY LINE
	ZONE LINE
	TOWN LINE
	EASEMENT
	BOUND TO BE SET
	WETLANDS

PROPOSED LEGEND	
	EASEMENT
	SEWER MANHOLE
	SEWER LINE
	DRY WELL
	CATCH BASIN
	DRAIN MANHOLE
	DRAIN LINE
	SEWER MANHOLE
	SEWER LINE
	GAS VALVE
	GAS LINE
	HYDRANT
	WATER VALVE
	WATER LINE
	UNDERGROUND ELECTRIC LINE
	ELECTRIC LINE

HEATHER LANE
(PUBLIC WAY)



"APPROVED IN ACCORDANCE WITH SECTION 81-U OF CHAPTER 41 OF THE GENERAL LAWS AS AMENDED"

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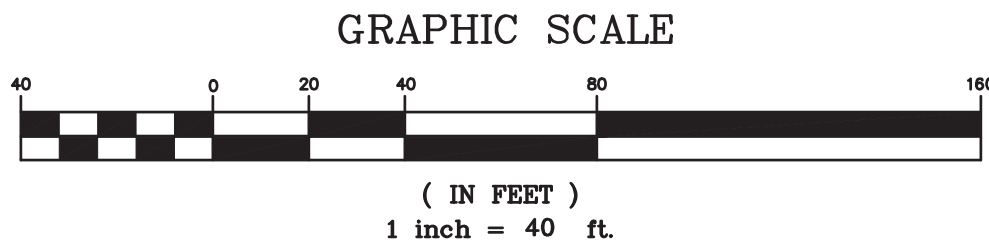
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DATE TOWN CLERK

APPROVED DATE
ENDORSED DATE
DIRECTOR OF PUBLIC WORKS
TOWN ENGINEER

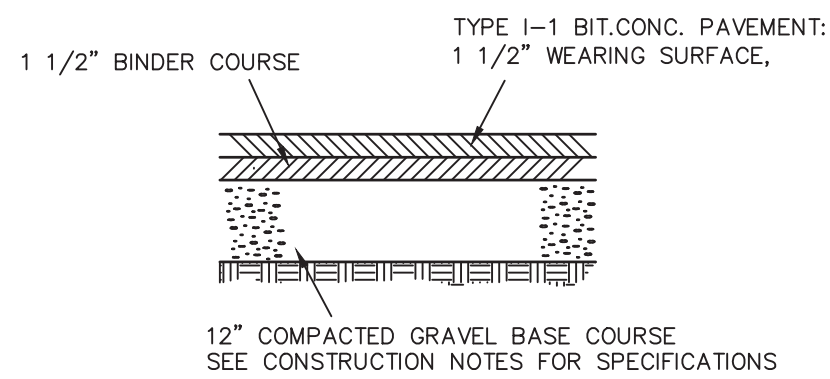


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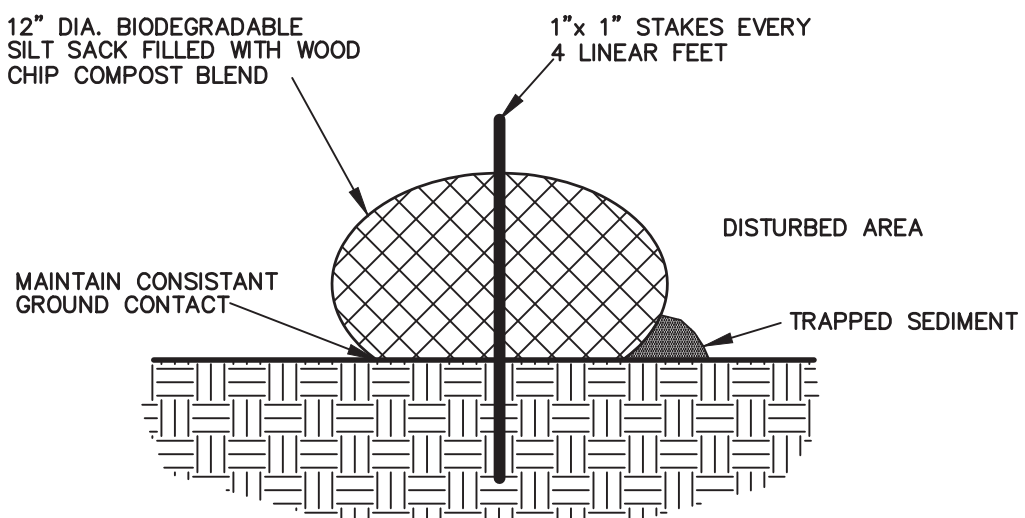
SCALE 1"= 40'	REV	DATE	REVISION	BY
DATE 03/03/20				
SHEET 6 of 7				
FILE # 2019-088-UT00				
JOB # F:\P\2019-088				
DRAWN BY C.B.L.				
CHKD BY B.G.L.				
APPD BY DNK				
RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA				
UTILITY PLAN				
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com				

SEAL OF THE COMMONWEALTH OF MASSACHUSETTS
DAVID NOEL KELLY
CIVIL
NO. 37942
REGISTERED PROFESSIONAL ENGINEER
I hereby certify that the above plan was prepared by David Noel Kelly, P.E., or David Noel Kelly, Inc., or Kelly Engineering Group, Inc., or any of its subsidiaries or affiliates, and that the plan was prepared in accordance with the provisions of the Massachusetts Professional Engineer Act, Chapter 26B, Section 27B, and that the plan was prepared in accordance with the provisions of the Massachusetts Professional Engineer Act, Chapter 26B, Section 27B, and that the plan was prepared in accordance with the provisions of the Massachusetts Professional Engineer Act, Chapter 26B, Section 27B.

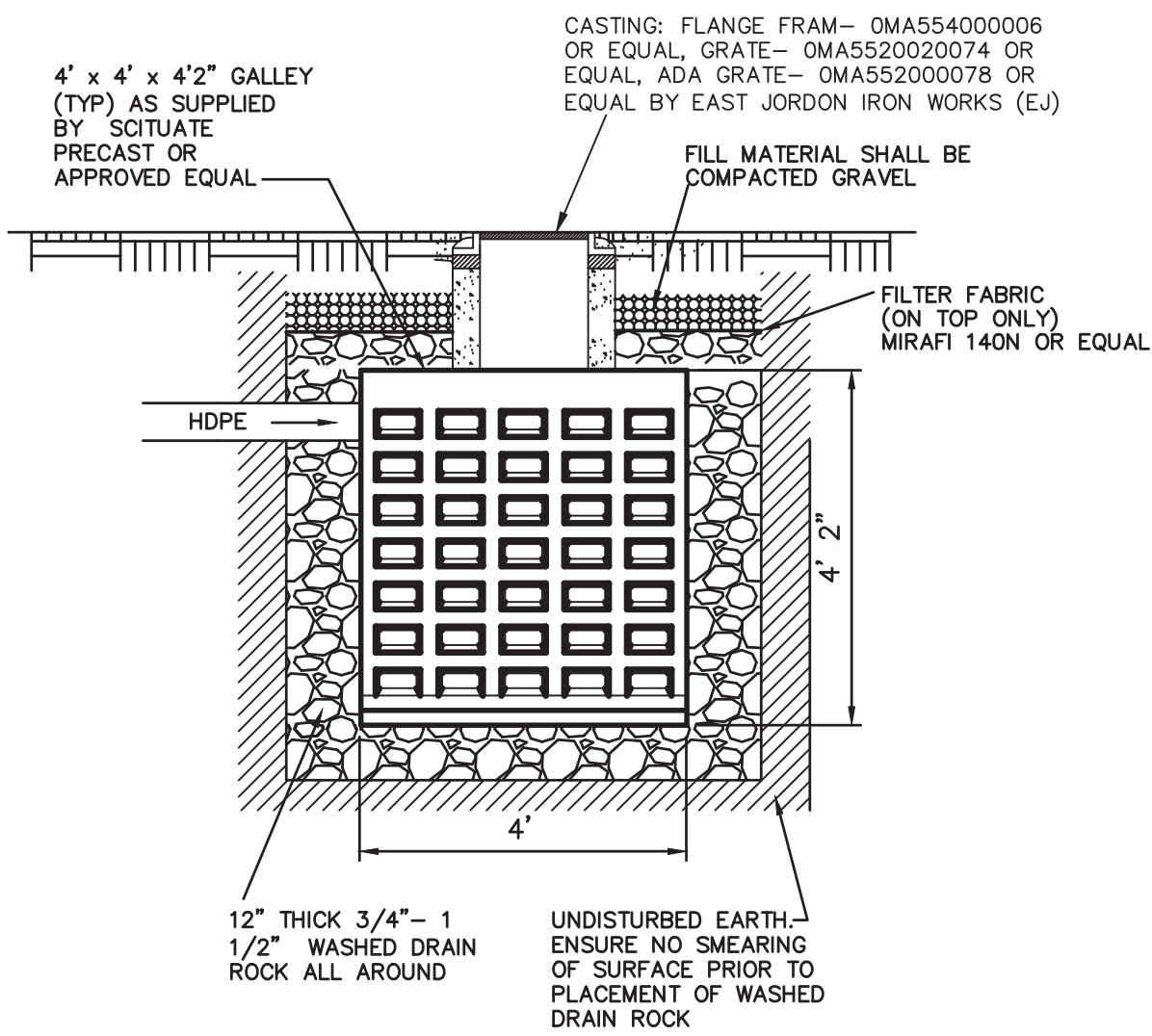
SHEET NO.
6



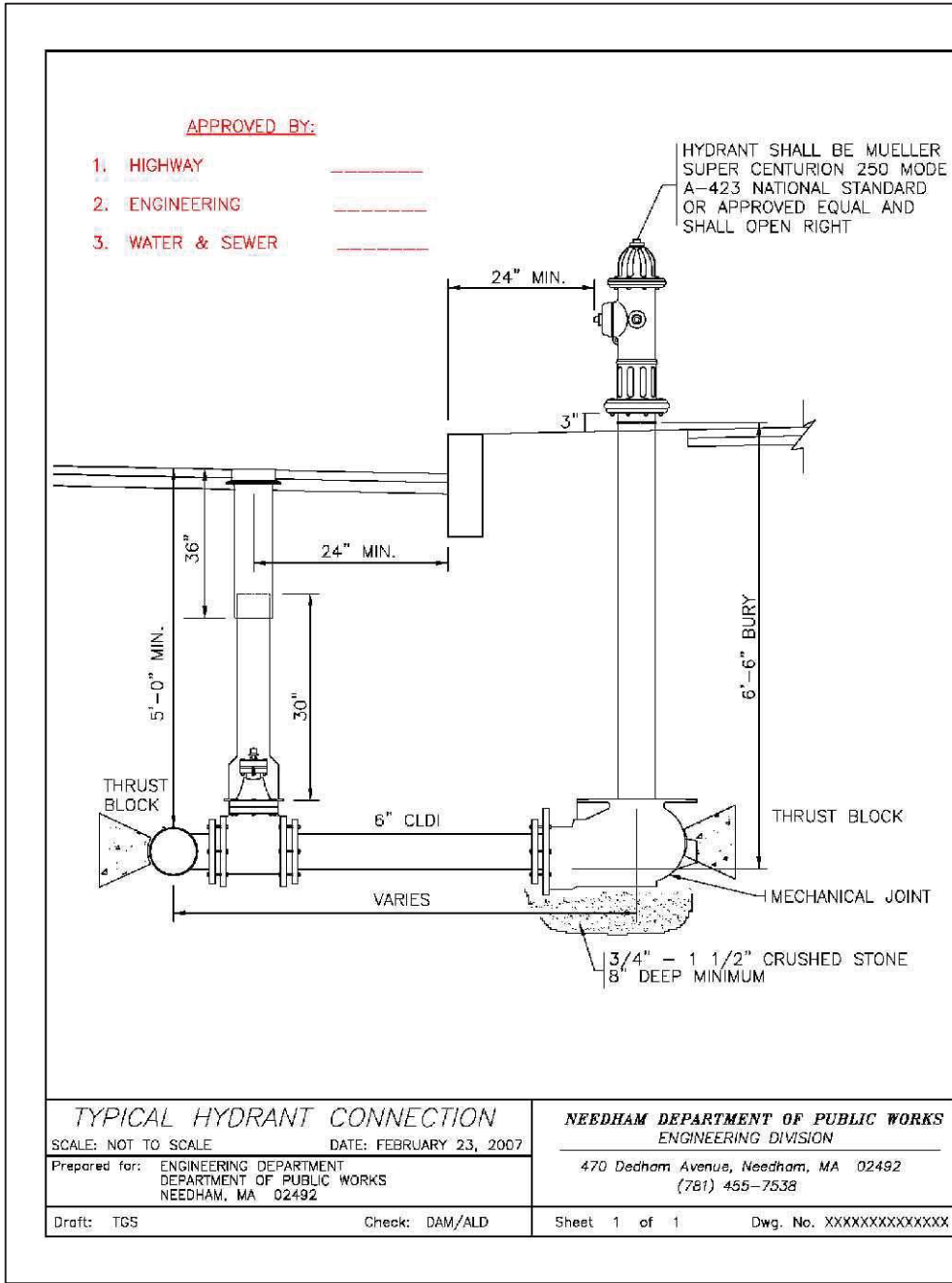
BITUMINOUS CONCRETE PAVEMENT (STANDARD)
NOT TO SCALE
KELLY ENGINEERING GROUP, INC. ©



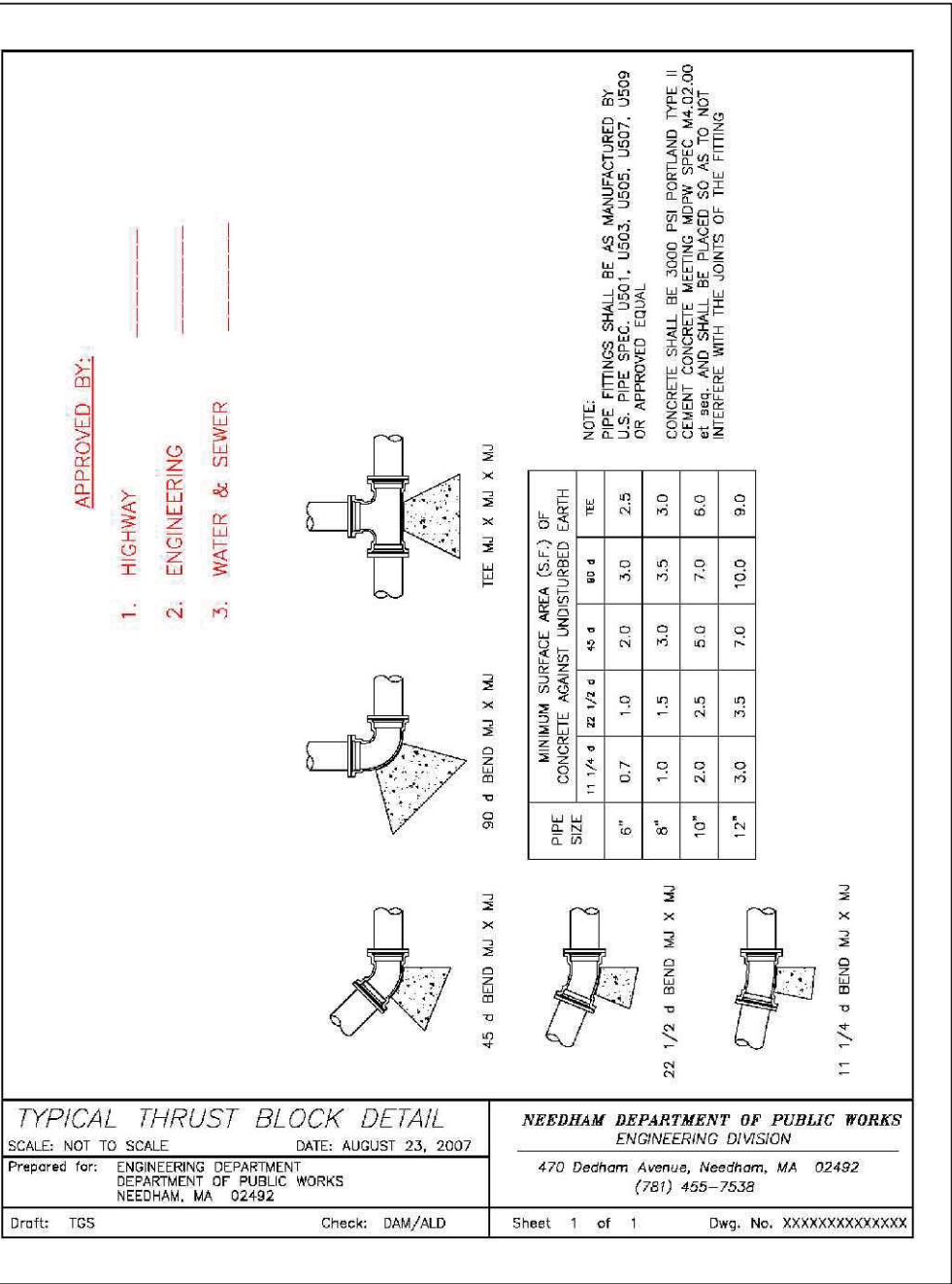
SILT SOCK LINE DETAIL
NOT TO SCALE
KELLY ENGINEERING GROUP, INC. ©



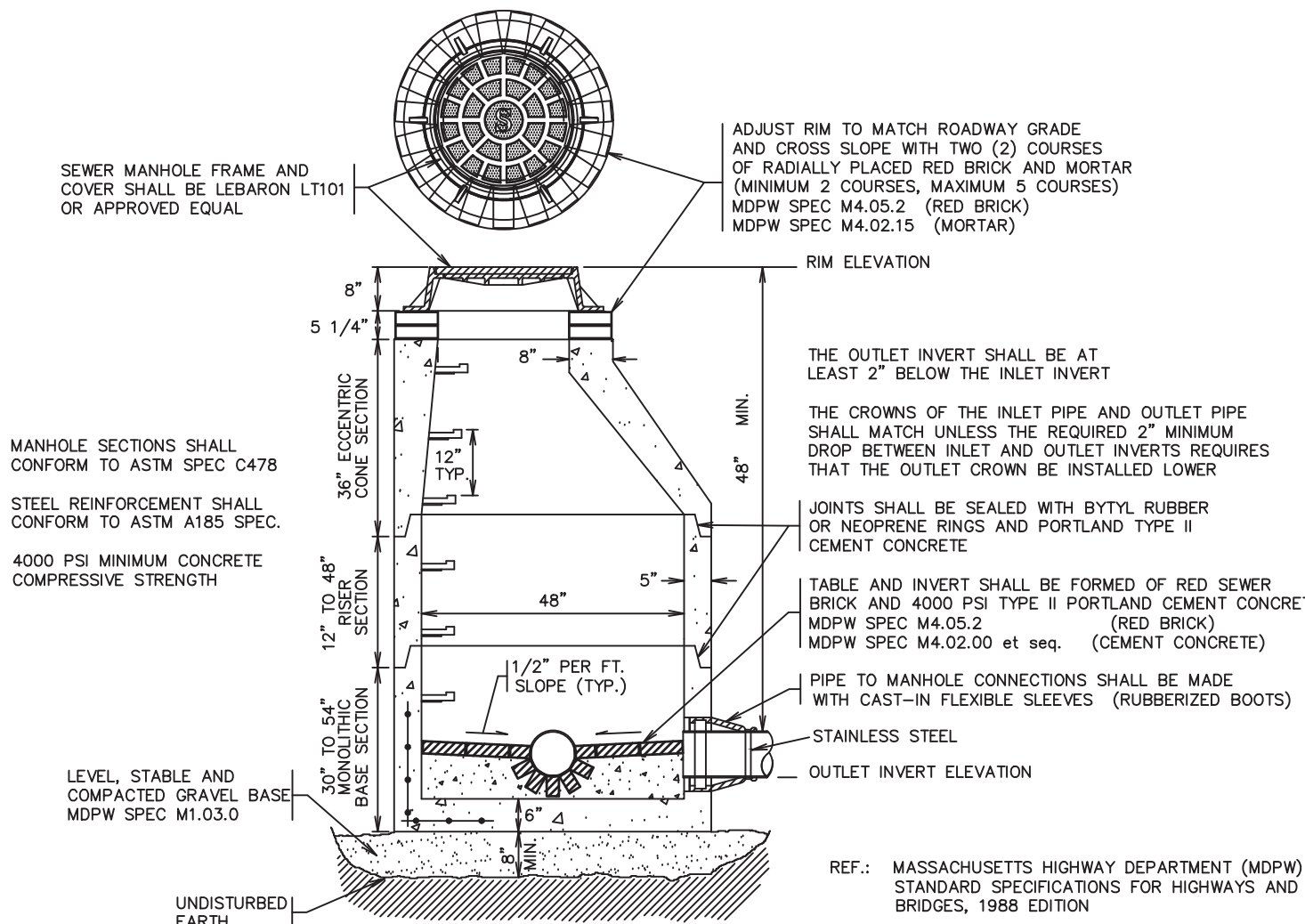
4' DIA. DRYWELL
NOT TO SCALE (SUB-RECHARGE-AREA)
KELLY ENGINEERING GROUP ©



TYPICAL HYDRANT CONNECTION
NOT TO SCALE
KELLY ENGINEERING GROUP ©

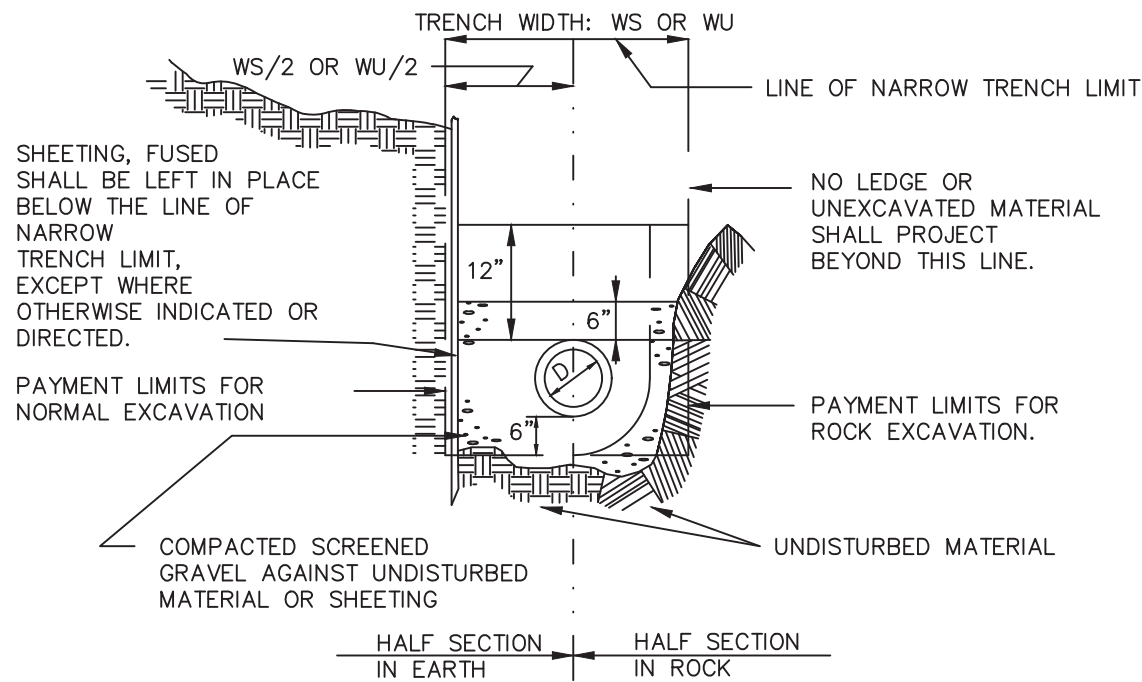


TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE
KELLY ENGINEERING GROUP ©



TYPICAL SEWER MANHOLE DETAIL
NOT TO SCALE (TYP-SEWER-MANHOLE)
TOWN OF NEEDHAM STANDARD DETAIL

TRENCH WIDTH WS OR WU		
DIAM. OF PIPE	WU UNSHEEDED	WS SHEEDED
12" AND SMALLER	3'-0"	4'-2"
15" AND LARGER	O.D.+20"	O.D.+36"



WATER AND SEWER TRENCH SECTION
NOT TO SCALE (WTR&SEWER-TRENCH-SECTION)
KELLY ENGINEERING GROUP ©

WATER DEPARTMENT NOTES

- ALL MAINS, VALVES AND APPURTENANCES INSTALLED MUST BE IN STRICT ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE TOWN OF NEEDHAM AND MEET THE APPROVAL OF THE WATER SUPERINTENDENT.
- SPECIFICATIONS FOR MATERIAL, EQUIPMENT AND INSTALLATION MUST BE APPROVED BY THE WATER SUPERINTENDENT AND THE TOWN CONSULTANT PRIOR TO THE START OF CONSTRUCTION.
- NO WATER MAIN MAY BE COVERED UNTIL THE WATER SUPERINTENDENT OR HIS REPRESENTATIVE HAS INSPECTED THE INSTALLATION AND GIVEN HIS APPROVAL.
- ALL INSTALLED PIPING SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF AWWA C600.
- A REPRESENTATIVE OF THE WATER DEPARTMENT SHALL WITNESS ALL REQUIRED TESTS AND INSPECTIONS.
- ALL NEW MAINS SHALL BE FLUSHED AT A VELOCITY TO BE SPECIFIED BY THE WATER DEPARTMENT BEFORE AND AFTER DISINFECTION.
- ALL WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651.
- ALL WATER MAINS SHALL BE LAID AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SEWER. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.
- CHLORINATION TAPS MUST BE PROVIDED AT LOCATIONS TO BE SPECIFIED BY THE WATER SUPERINTENDENT.

CONSTRUCTION NOTES

- THE CONTRACTOR SHALL REPORT TO THE OWNER AND ENGINEER OF ANY SIGNIFICANT VARIATIONS IN EXISTING SITE CONDITIONS FROM THOSE SHOWN ON THESE PLANS. ANY PROPOSED REVISIONS TO THE WORK, IF REQUIRED BY THESE SITE CONDITIONS, SHALL NOT BE UNDERTAKEN UNTIL REVIEWED AND APPROVED BY THE OWNER AND THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE TOWN OF NEEDHAM DEPARTMENT OF PUBLIC WORKS AT LEAST 48 HOURS IN ADVANCE OF ANY REQUIRED INSPECTIONS.
- IN ORDER TO PROTECT THE PUBLIC SAFETY DURING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING AT ALL TIMES ALL NECESSARY SAFETY DEVICES AND PERSONNEL, WARNING LIGHTS, BARRICADES, AND POLICE OFFERS.
- ALL WORK SHALL CONFORM TO A SPECIAL PERMIT TO BE ISSUED BY THE PLANNING BOARD.
- THE LOCATION OF UNDERGROUND UTILITIES AS REPRESENTED ON THESE PLANS IS BASED UPON PLANS AND INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES OR MUNICIPAL DEPARTMENTS SUPPLEMENTED BY FIELD IDENTIFICATION WHEREVER POSSIBLE. NO WARRANTY IS MADE AS TO THE ACCURACY OF THESE LOCATIONS OR THAT ALL UNDERGROUND UTILITIES ARE SHOWN. THE CONTRACTOR SHALL CONTRACT DIG SAFE AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. DIG SAFE TELEPHONE NUMBER IS 1-888-344-7233.

- THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO TAPPING INTO, CROSSING OR EXTENDING THEM. IF THE NEW WORK POSES A CONFLICT WITH EXISTING UTILITIES, THE ENGINEER SHALL BE NOTIFIED PRIOR TO THE CONTRACTOR CONTINUING.

- ALL WATER WORK SHALL COMPLY WITH SPECIFICATIONS OF THE TOWN OF NEEDHAM WATER DEPARTMENT. SEE F1-F9 NOTES BELOW.

- GRAVITY SEWER SHALL BE SDR 35. WATER LINES SHALL BE CONCRETE LINED CL 52 D.I.P. (DUCTILE IRON PIPE) & OR COPPER TYPE K REINFORCED CONCRETE PIPE RCP SHALL BE CLASS III. HDPE STORM DRAIN SHALL BE ADS N12 OR EQUIVALENT.

- NO LEDGE, BOULDERS, OR OTHER UNYIELDING MATERIALS ARE TO BE LEFT WITHIN 6" OF THE SEWER IN THE TRENCH, NOR ARE THEY TO BE USED FOR BACKFILL FOR THE FIRST 12" ABOVE THE PIPES.

- BASE MATERIAL SHALL BE CLEAN BANK RUN GRAVEL, CONFORMING TO M.D.P.W. M1.03.1, WITH NO STONES LARGER THAN THREE (3) INCHES IN DIAMETER AND SHOWN ROLLED WITH AT LEAST A TEN TON ROLLER. THE SURFACES SHALL BE WET DURING ROLLING TO BIND THE MATERIAL. ALL STONES OF 4" DIAMETER OR LARGER SHALL BE REMOVED FROM THE SUB-BASE PRIOR TO PLACING BASE MATERIAL.

- PAVEMENT AREA SHALL BE PAVED TO A THICKNESS AS SHOWN ON THE PLANS MEASURED AFTER COMPACTION, WITH A BINDER COURSE AND TOP COURSE OF CLASS I BITUMINOUS CONCRETE PAVEMENT, TYPE I-1.

- THE AGGREGATE SHALL BE COMPOSED, MIXED AND LAID HOT IN TWO COURSES AS SPECIFIED IN THE "COMMONWEALTH OF MASSACHUSETTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES", 1988 EDITION, SECTION 460 FOR CLASS I BITUMINOUS CONCRETE PAVEMENT, AS SPECIFICALLY SET FORTH IN SECTION 460.20 AND 460.82.

- ALL EXISTING PAVING TO BE DISTURBED SHALL BE CUT ALONG A STRAIGHT LINE THROUGH ITS ENTIRE THICKNESS. BUTT NEW PAVING INTO THE EXISTING PAVEMENT TO REMAIN AND TACK COAT THE JOINT.

- ANY PAVEMENT REMOVED FOR UTILITY TRENCH EXCAVATION OR OTHERWISE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH A PAVEMENT SECTION CONSISTING OF 1 1/2" WEAR COURSE OVERLAYING A 2" BINDER COURSE OVERLAYING A 4" DENSE GRADED GRAVEL COURSE OVERLAYING A 8" COMPACTED GRAVEL BASE COURSE.

- ALL AREAS TO BE PLANTED WITH GRASS SHALL BE TREATED WITH 100 POUNDS OF GROUND LIMESTONE PER 1,000 S.F. OF AREA PLANTED. AREAS TO BE PLANTED WITH GRASS SHALL BE FERTILIZED WITH 10-10-10 AT THE RATE OF 1,000 POUNDS PER ACRE OR AS REQUIRED BY SOIL TEST. 40% OF THE NITROGEN SHALL BE ORGANIC FORM.

- ALL LANDSCAPED AREAS TO BE LOAMED AND SEEDED SHALL HAVE THE FOLLOWING MIX.

PERENNIAL RYE	25%
KENTUCKY BLUE	25%
CREeping RED FESCUE OR PENNLAWN FESCUE	50%

- ALL AREAS INDICATED TO BE LOAMED AND SEEDED SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL SPREAD EVENLY THROUGHOUT. PROVIDE EROSION CONTROL MEASURES AS NECESSARY TO PROVIDE SLOPE STABILITY UNTIL VEGETATION IS ESTABLISHED.

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEANUP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. ALL DEMOLITION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE TO A LEGAL DUMP SITE. ALL TRUCKS LEAVING THE SITE SHALL BE COVERED.

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTITUTE EROSION CONTROL MEASURES ON AN AS NECESSARY BASIS, SUCH THAT EXCESSIVE SOIL EROSION DOES NOT OCCUR. MEASURES SHALL INCLUDE HAY BALE DIKES AROUND DRAINAGE INLETS, MULCHING AND PLANTING OF DISTURBED AREAS.

- AFTER INSTALLATION OF EACH DRAINAGE INLET SILT SACKS SHALL BE INSTALLED AROUND EACH DRAINAGE INLET TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM.

- AT THE END OF CONSTRUCTION ALL DRAINAGE STRUCTURES ARE TO BE CLEANED OF SILT, STONES AND OTHER DEBRIS.

- DURING CONSTRUCTION THE EROSION CONTROL MEASURES SHALL BE INSPECTED ONCE PER WEEK AND WITHIN 24 HOURS OF ANY STORM EVENT GENERATING MORE THAN 1/2" OF RAINFALL. THE EROSION CONTROL MEASURES SHALL BE CLEANED REGULARLY AND ADJUSTED IF NECESSARY TO ENSURE THAT NO SILT OR DEBRIS LEAVES THE SITE.

"I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS AND PROCEDURAL RULES OF THE PLANNING BOARD OF THE TOWN OF NEEDHAM."

DAVID N. KELLY, P.E.

"I, TOWN CLERK OF THE TOWN OF NEEDHAM, CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE NEEDHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE."

DATE TOWN CLERK

SCALE				
NA				
DATE	03/03/20	REV	DATE	REVISION
SHEET	7 of 7			BY
FILE #	2019-088-DT00			
JOB #	F:\P\2019-088			
DRAWN BY	C.L.			
CHKD BY	BGL			
APPD BY	DNK			
RESIDENTIAL COMPOUND 768-768A CHESTNUT ST (LOT 4 HEATHER LANE) NEEDHAM, MA				
DETAIL SHEET				
KELLY ENGINEERING GROUP civil engineering consultants 0 Campanelli Drive, Braintree, MA 02184 Phone: 781-843-4333 www.kellyengineeringgroup.com				
SHEET NO. 7				

SUBDIVISION COVENANT
UNDER PROVISIONS OF GENERAL LAWS CHAPTER 41, SECTION 81-U

WHEREAS, **William John Piersiak**, owner of **768 and 768A Chestnut Street, Needham, MA 02492**, has filed with the Planning Board of the Town of Needham, hereinafter referred to as the “Town”, a certain subdivision plan of land in said Needham, the plan being entitled “Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4 Heather Lane, Needham, MA”, prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (hereinafter the “**Residential Compound Plan**”), which Plan consists of the following: Sheet 1, Cover Sheet, dated March 3, 2020; Sheet 2, Existing Conditions Plan, dated March 3, 2020; Sheet 3, Layout Plan, dated March 3, 2020; Sheet 4, Grading Plan, dated March 3, 2020; Sheet 5, Sewer & Drain Plan, dated March 3, 2020; Sheet 6, Utility Plan, dated March 3, 2020; and Sheet 7, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith.

AND WHEREAS, the said Owner has agreed to subdivide the land, to construct ways and to install municipal services therein in accordance with the Residential Compound Plan in accordance with all approvals imposed by the Town and have elected to give a Covenant to the said Town to insure the construction of ways and installation of municipal services as shown on said Plan as authorized by Subsection (2) of Section 81-U of General Laws, including all conditions as set forth in:

- (1) Board of Health [TBD]
- (2) Conservation Commission – Order of Conditions as may be issued pursuant to Chapter 131, Section 40, Massachusetts General Laws. [TBD]
- (3) Select Board – Sanitary Sewer Conditions [TBD]

are herewith made part of this Covenant as set forth in the Planning Board’s Definitive Subdivision Decision dated [_____, 2020.

NOW THEREFORE, said Owner hereby covenants and agrees with the said Town as follows:

I. The said Owner is the owner of record of the premises shown on said Residential Compound Plan.

II. This Covenant shall run with the land and shall be binding upon the executors, administrators, heirs, assigns of the Owner and his successors in title to the Premises, as shown on said Residential Compound Plan.

III. By signing this Covenant the Owner agrees to the Covenant’s requirements and to waive all rights of appeal. The Board of Health drainage surety referred to in the Definitive Subdivision Decision shall be in a form of surety acceptable to the Planning Board and Board of Health. The Board of Health shall have the right to increase the amount above the (ENTER DOLLAR AMOUNT) dollar total based upon the term of completion of the lots affected by such

drainage surety and the number of lots that will be involved in the surety. This drainage surety will be determined upon request by the Owners for release of the lot for building and sale and upon execution of the Agreement required.

IV. In addition to the regular requirements relative to the grading and construction of streets and the installation of municipal services, said **Heather Lane Extension and RC-Lot 1 RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5**, inclusive, shall be subject to all of the conditions and any subsequent amendments to the Definitive Subdivision Decision, Heather Lane Extension, dated _____, 2020, a copy of which is on file with the Town Clerk's office, Needham Town Hall.

V. Except as hereinafter provided, until the following improvements and conditions have been completed or fulfilled in accordance with the specifications and requirements referred to or enumerated below, with respect to any of the lots in the subdivision, which in the opinion of the Town are affected by such conditions and improvements, no such lot or lots shall be built upon or conveyed, except by a mortgage deed, nor shall building permits for such lot or lots be applied for or issued:

(A) Except as to those standards that were waived by the Planning Board in its "Definitive Subdivision Decision, Heather Lane Extension, _____, 2020." paragraphs 1(a) through (e), or as may be further revised through any amendment of that Decision, all streets, including walks, berms, curbing, street name signs, bounds, retaining walls, slopes, and all utilities, including but not limited to storm drains, sanitary sewers, water mains and their appurtenances such as manholes, catch basins, curb inlets, gate valves, hydrants, and headwalls, shall be constructed or installed at the expense of the Owners to the entire limits of the subdivision in strict compliance with the "Subdivision Regulations and Procedural Rules of the Planning Board of the Town of Needham, Massachusetts, as most recently amended, including the "Standard Specifications for Highways" and the "Standard Cross-Section for Street Construction" referred to therein, as most recently revised, which Subdivision Regulations and Procedural Rules and Standard Specifications are specifically incorporated herein by reference, and to the satisfaction of the Director of Public Works of the Town of Needham, including all maintenance and repairs necessary to maintain said streets and utilities in a condition satisfactory to the Town until all lots and all sureties, as provided in Section IV herein have been released by the Town upon the completion of all terms and conditions of this Covenant except as otherwise presented in said definitive plan.

(B) Street construction work shall consist of (as noted on approved plans): Excavation and fill to the surface of the sub-grade fifteen (15) inches below the finished surface grade for the roadway and the necessary excavation and fill for berms within the total width of the street; application of ten (10) inch depth of gravel sub-base and a two (2) inch depth of crushed bank gravel base, the surface of which shall be treated with one (1) application of bitumen; application of bituminous concrete pavement Type 1-1 to be constructed in two (2) courses top course of 1" bituminous concrete and bottom course of 2" bituminous concrete, including all driveway entrances; application of six (6) inch depth of loam and seeding for grass

plots between the edge of the roadway and the sidelines of the street; granite or reinforced concrete curbing to be installed on all curves having a radius of sixty (60) feet or less, except for temporary turnarounds.

(C) A contractor approved by the Superintendent of the Water Division shall be engaged by the Owners at their expense for the installation of the water mains in accordance with the requirements of and to the satisfaction of the Superintendent of said Water Division.

(D) Sanitary sewers shall be constructed by an approved contractor at the expense of the Owners as shown on approved plans and profiles, in accordance with the standard specifications of the Town of Needham, and to the satisfaction of the Director of Public Works.

(i) The Town shall have the right to extend said sewer without cost to the Owners, beyond the limits of the sewer as shown on the development plans and profiles.

(E) Storm water drains shall be installed in accordance with the approved plan and profile to the satisfaction of the Director of Public Works, and all lots shall be graded in accordance with the proposed contours of land as shown on said definitive plan.

(F) Granite or concrete bounds, at least four feet long, shall be set at all points in every street or other permanent marks acceptable to and approved by the Town Engineer shall be set within the subdivision. After installation of such bounds, the Owners shall submit to the Engineer a written certification by a registered land surveyor stating that the said bounds are located as shown on the subdivision plans recorded in the Norfolk Registry of Deeds or in the Land Court.

(G) If requested in writing by the Town, the Owners shall grant to the Town of Needham a perpetual right and easement to construct, repair, replace, extend, operate, use and forever maintain all streets, water mains, sewer mains and all surface and subsurface storm water drains, in, through or under the streets and easements as indicated on definitive plans. The above shall not be construed to relieve the Owners and their successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all construction, as required by the Owners' Agreements with the Town of Needham and to thereafter maintain all streets and municipal services and utilities in satisfactory condition until they are accepted by the Town. Such grant, if requested, shall be executed and delivered to the Planning Board within a reasonable time after notice is given, but in any event, prior to the transfer or conveyance of any lot or interest therein. Notwithstanding the aforesaid grants to the Town, the Owners agree for themselves that as long as they remain the Owners of said premises they will keep all catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere with the proper operation of said drains, and thereafter the owners of said premises will keep catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere with the proper operation of said drains. The Owners and the Town of Needham acknowledge and agree that the Owners intend to convey a fee interest in Heather Lane Extension to the Heather Lane Extension Homeowners Association Trust.

(H) Permanent street name signs will be furnished and erected at all entrances, the name to be in conformity as to size and quality with signs now generally in use in the Town of Needham.

(i) Co-incident with the start of any street within a subdivision, temporary street signs shall be installed at all points where permanent signs will be required. These signs may be painted using black block lettering not less than four inches high on a light background.

(ii) Complete visibility of these signs must be maintained at all times until they are replaced with the permanent signs specified in this Section H.

(iii) Permanent street signs and the size and other details shall be furnished and installed at no expense to the Town as directed by the Town Director of Public Works.

(I) Install bounds to define the street line at the direction of the Town Engineer and submit to said Town Engineer a certificate by a Registered Land Surveyor that said bounds have been so installed.

(J) Prior to the commencement of construction on all major phases of the subdivision including installation of the sewer, water, drains, and street construction, the Owners will notify the Director of Public Works and obtain necessary signatures on the Subdivision Inspection Form.

VI. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Subdivision Rules and Regulations and Procedural Rules of the Planning Board, as well as the requirements contained in Sections III and IV above, (except to the extent that applicable standards were waived by the Planning Board as described in paragraph IV (A) above within a period of two (2) years from the date of the endorsement by the Board of the approved Definitive Plan. Failure to so complete shall automatically rescind approval of the subdivision plan, unless such approval is further extended by the Planning Board on request of the Owners, their successors and/or assigns.

VII. Prior to the completion of all the work required herein, the Planning Board may, at its discretion, in accordance with the provisions of Subsection (1) of Section 81-U, Chapter 41, release any or all of said lots and Riverbend Lane, for purposes of sale or for the issuance of permits for building therein, upon the furnishing to the Town by the Owners an agreement and a surety acceptable to the Town, to secure the completion of such part or all of the work specified above, as, at the discretion of the Planning Board should be completed for the proper use of said lots in accordance with the purposes of this Covenant, said surety to be in a penal sum or amount equal to the cost, as estimated by said Director of Public Works, of completing said works. Said release by the Planning Board shall be evidenced by a certificate enumerating the lot or lots

released and signed by a majority of said Planning Board, in proper form for recording in the Registry of Deeds or registration in the Registry District of the Land Court.

VIII. The enforcement of the terms herein shall be made as provided for by General Laws, Chapter 41, Section 81-X and 81-Y, in the name of the Town, and upon any breach thereof the Town shall be entitled to an injunction restraining any further sale of any of the lots included in said plans, until the said breach has been cured or security given therefore satisfactory to the then Planning Board of the said Town.

IX. Nothing herein shall be deemed to prohibit a conveyance subject to this Covenant by a single deed of the entire parcel of land shown on said subdivision plan or If all lots, subject to this Covenant, by any of the parties named herein to any other person.

X. The Owners accept all conditions as set forth in the Definitive Subdivision Decision dated _____, 2020.

X. This Covenant shall take effect upon approval of said plans by a majority of signatures affixed thereto by the Planning Board.

For the Owner's title to the property see: Book 26628, Page 469 at the Norfolk County Registry of Deeds.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

William John Piersiak, individually
and as Trustee of Heather Lane
Extension Association Trust

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William John Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin

ACKNOWLEDGEMENT AND ASSENT OF MORTGAGE

The present holder of a mortgage (the "Mortgage") upon the property is the Needham Bank (the "Mortgagee") of 1063 Great Plain Avenue, Needham, Massachusetts 02492. The mortgage is dated _____, and is recorded at the Norfolk Registry of Deeds in Book _____, Page _____. The Mortgagee agrees that the covenants shall have the same status, force and effect as though executed and recorded before Mortgagee's acceptance of the Mortgage and further agrees that the mortgage shall be subordinate to the above Subdivision Covenant.

IN WITNESS WHEREOF, the said Needham Bank has caused its corporate seal to be affixed and these presents to be signed and acknowledged and delivered in its name and on its behalf by _____ hereby duly authorized this _____ day of _____, 2020.

NEEDHAM BANK

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, _____ of Needham Bank, proved to me through satisfactory evidence of identification, which was _____, 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:

**HEATHER LANE EXTENSION HOMEOWNERS ASSOCIATION
DECLARATION OF TRUST**

This Declaration of Trust is made this _____ day of _____, 2020, by **William John Piersiak**, of 768 Chestnut Street, Needham, MA 02492 (hereinafter “**Declarant**” and “**Initial Trustee**”). The Declarant is the owner of 768 and 768A Chestnut Street, Needham, MA 02492, which Property comprises the Heather Lane Extension Subdivision (“Subdivision”), as more particularly described in Exhibit A attached hereto.

1. Name of Trust. The name of this Trust shall be the **Heather Lane Extension Homeowners Association Trust** (“Trust”).
2. Initial Trustee. The Initial Trustee of this Trust shall be the William John Piersiak, who shall so serve until the later to occur of:

- a. That date which is three (3) years following the recording hereof; or
- b. The sale and conveyance of **RC-Lot 1, RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5** of the Subdivision to bona fide third parties.

Following such event, or in the event the William John Piersiak is no longer willing or able to serve as Trustee, there shall be a total of up to five (5) Trustees. Each of the Owners (as hereinafter defined) shall be entitled to appoint a Trustee to so serve, in accordance with the provisions of this Trust.

3. Purpose of Trust. The purpose of this Trust is to provide for the preservation, administration and maintenance, for the common enjoyment and benefit of the Owners, of Heather Lane Extension, such utilities and facilities as are or may be conveyed to the Trustees, and of any other property, real or personal, which may hereafter be conveyed to or acquired by the Trustees or otherwise made subject to their administration for the benefit of the Owners (collectively, the “Trust Property”). The purpose of the Trust shall also include (a) the exercise of the powers of the Trustees set forth herein with the respect to all the land described in Exhibit A hereto (the “Property”) and the building (s) and other improvements which now exist or may hereinafter be constructed thereon, (b) the administration and enforcement of the documents set forth in section 6(f) below, and (c) all other purposes set forth herein. All the Owners shall have the right to use the Property subject to:

- a. the restrictions and obligations contained herein; and
- b. such reasonable rules and regulations as may be adopted and amended, from time to time, by the Trustees.

4. Beneficiaries. The beneficiaries of this Trust shall be the Owners. The word “Owners” shall mean and refer to the record holders from time to time of the legal title of any lot within the

Heather Lane Extension Subdivision and the building or other improvements, if any, constructed thereon, which constitutes all or a portion of the Property, and, at the discretion of the Trustees, any other lot that has actual private way or driveway access to Heather Lane Extension even though not currently included in the description of the Property. The holder of legal title shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession and also excluding the Trustees as owners of the Trust property. Two or more persons or entities holding legal title to the same parcel or parcels shall be treated as a single Owner; exercise of their rights as such owners shall be by their unanimous action and their obligations to pay any assessment shall be joint and several. If the same Owner shall hold record title to more than one lot, such Owner shall be treated as a separate Owner for each lot. Each Owner of a Lot, through this Trust, shall perform all maintenance, repairs and reconstruction required for or in Heather Lane Extension in compliance with and in conformity with the requirements of the Town of Needham and other requirements imposed by law or governmental authority.

Notwithstanding anything in this Trust to the contrary, each of the Owners shall have the right to maintain, repair, reconstruct or replace the sewer line serving said Owner's Lot, including, but not limited, to access Heather Lane Extension and excavate within said Heather Lane Extension to conduct said maintenance, repair or replacement. Said Owner shall be responsible for restoring all disturbed areas to the condition that existed prior to such access.

5. Powers and Duties of Trustees. For the purpose of carrying out the terms of this Trust, the Trustees shall have the powers and duties necessary for the administration of the Trust Property, including, without limitation, the following powers which may be exercised by them without any action or consent of the Owners and which shall continue after the termination of the Trust for the purpose of disposing of the Trust Property and until final disposition thereof:

- a. the maintenance, repair and reconstruction of the private way known as Heather Lane Extension as shown on the plans entitled "Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4 Heather Lane, Needham, MA", prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (hereinafter the "**Residential Compound Plan**") and designated thereon and all services the installation of which is required in connection with the documents described in section 6 of this Agreement, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water (except as provided in the Definitive Subdivision Decision described in section 6 below), sewer and drainage facilities and other utilities and related equipment, curbs, monuments, sidewalks, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain Heather Lane Extension in a good, safe and passable condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan,

and to provide adequate services to each Lot, all in accordance with the documents set forth in section 6(f) below. The Trust shall have no responsibility for sewage and drainage facilities and other utilities and related equipment located on individual lots, which shall be the sole responsibility of the Owner of the lot where such facilities and equipment are located;

- b. to acquire by purchase, hire or otherwise, property which is convenient to the performance of their functions as Trustees;
- c. to adopt reasonable rules and regulations governing the use and enjoyment by the Owners of the Trust Property. Initial rules and regulations, if any, are attached hereto as Exhibit B and the Trustees shall have the power, right and authority to enforce such rules and regulations, but no obligation to any Owner to do so;
- d. to convey permanent easements and lesser interests in, upon and over any ways for the installation, maintenance, repair and replacement of utilities and other services and rights incidental thereto for the benefit of one or more Owners; or to convey a fee or lesser interest in any ways, utilities, or drainage system owned by the Trustees from time to time, for the benefit of one or more Owners;
- e. to convey to the Town of Needham or other public body the fee or any lesser interest in any way and utilities therein or in all or any portions of the drainage system serving the Property;
- f. to make such contracts as the Trustees deem convenient to the performance of their duties;
- g. to borrow money and to pledge or encumber Trust Property to secure repayment of such borrowings;
- h. to open bank accounts in the name of the Trust or the Trustees with power in any one of the Trustees to draw on such amounts;
- i. to procure insurance against damage to the Trust Property or against any liability of the Trustees or the Owners from any actions occurring on or about or on account of the Trust Property, or worker's compensation insurance or any insurance of any type, nature or description which the Trustees may deem appropriate with respect to the Trust or the Trust Property;
- j. to pay, resist, compromise or submit to arbitration any claim or matter in dispute with respect to the Trust or any Trust Property;
- k. to determine and collect common and special charges from the Owners as

provided in this Declaration of Trust and to undertake all expenses and pay all costs on account of such common and special charges;

- l. to maintain, repair and replace any or all of the Trust Property;
- m. to exercise any other powers which may be necessary or desirable for carrying out the terms of this Trust or which the Trustees may have under any present or future statute or rule of law, and to execute and deliver all appropriate instruments in connection therewith;
- n. to undertake such maintenance and other obligations as may be required under applicable permits and approvals issued for the Trust Property pursuant to G.L. c.40A and c.41, Section 81(k) et. seq., including but not limited to the obligations set forth in sections ____, ____, ____ and ____ of the Definitive Subdivision Decision described in section 6 below;
- o. to retain such counsel or accountants as the Trustees shall deem advisable and to pay the costs thereof as a common charge from funds of the Trust; and
- p. to maintain the landscaping within the island in the center of Heather Lane Extension cul-de-sac, as described in sections ---- and ---7 of the Definitive Subdivision Decision described in section 6 below, and
- q. to take such steps as are necessary to enforce the Declaration of Restrictive Covenants of even date and recorded herewith, and
- r. to coordinate with the Trustees of the Heather Lane Homeowners Association Trust with regard to use, maintenance and repair of Heather Lane.

6. Common and Special Charges. The Trustees shall from time to time, and at least annually, prepare a budget for the Trust to determine the amount of the common charges payable by the Owners to meet the common expenses of the Trust. The Trustees shall have the power to raise such amounts of money to meet any needs of the Trust by assessing on each occasion upon all of the land (which term shall include land and improvements) of each Owner such Owner's proportionate share of the total amount to be raised. The date of each such assessment shall be the date it is voted by the Trustees. The Trustees' determination regarding the amount of the assessment shall be conclusive. Common expenses may include, without limitation, the following:

- a. all costs relating to the maintenance, repair and reconstruction of the private way known as Heather Lane Extension as shown on the Plan and designated thereon, and all costs relating to the maintenance, repair and reconstruction of the private way known as Heather Lane, and all services the installation of which is required

in connection with the subdivision documents described below, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water (except as provided in the Definitive Subdivision Decision described in section 6 below, sewer and drainage facilities and other utilities and related equipment, curbs, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain Heather Lane Extension and Heather Lane in a good, safe and passable condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan, and to provide adequate services to each Lot, all in accordance with the documents set forth in section 6(f) below. The Trust shall also have no responsibility for sewage and drainage facilities, and other utilities and related equipment located on individual lots, which shall be the sole responsibility of the Owner of the lot where such facilities and equipment are located. The Trustees shall have the specific authority to assess special charges necessary to fulfill their responsibilities as set forth in this Declaration of Trust;

- b. all insurance premiums for the master policy for the Trust Property, fidelity bonds for the Trustee and agents and employees, any insurance purchased to protect the Trustees and such other insurance as the Trustees may deem necessary and appropriate;
- c. all expenses relating to the financing, operation, improvement, maintenance and replacement of any Trust property;
- d. all costs of attorneys, accountants and other usual, customary or necessary professional advisors to the Trustees;
- e. the amount that the Trustees shall deem necessary and appropriate for the working capital of the Trust, for an operating reserve for expenses, a reserve fund for the replacements, and any charges for deficits from previous operating years; and
- f. all expenses relating to the Trustees' enforcement and administration of the subdivision documents, including the following:
 - i. Definitive Subdivision Decision, Heather Lane Extension, dated _____, 2020, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
 - ii. Declaration of Restrictive Covenants, dated _____, 2020, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;

- iii. Subdivision Covenant Under the Provisions of General laws, Chapter 41, Section 81-U, recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
- iv. Drainage Easement recorded with the Norfolk County Registry of Deeds, Book _____, Page _____;
- v. Utility Easement recorded with the Norfolk County Registry of Deeds, Book _____, Page _____.

In addition, the Trustees shall have the power to assess individual Owners for special charges in connection with repairs, improvements or replacements caused or necessitated solely by the actions or omissions of such Owner.

The Trustees shall upon reasonable request render certificates suitable for recording indicating that no payments are due to the Trust with respect to any common or special charges, which certificates shall be conclusive as to the facts stated therein.

Notwithstanding anything in this Agreement to the contrary, the sole cost and responsibility for maintenance, repair, improvement, operation and replacement of streetlights and associated equipment in the Subdivision shall be with the Owner from whose property power or electricity is supplied.

7. Payment of Common and Special Charges. All Owners shall pay the common charges assessed by the Trustees in one annual installment of the first day of each month and every month, or at such other time or times as the Trustees may reasonably determine. Special charges shall be paid within thirty days after notice from the Trustees, or as the Trustees in their sole discretion may otherwise require.

8. Lien for Common Charges. Each assessment so made upon an Owner shall constitute and remain a charge and lien upon such Owner's land and every portion thereof from the date of the assessment until paid in full, and shall also constitute a personal debt of the Owner who is the Owner of such land on the date of assessment by the Trustees. Such charge, lien or personal debt may be enforced or collected by the Trustees by any available process including, without limitation, collection proceedings in a court and foreclosure of the charge or lien against the land under processes comparable to processes provided in Massachusetts G.L. c. 254 to the extent lawful. All costs and expenses incurred by the Trustees in enforcing or collecting any assessment, including reasonable attorney's fees shall be paid by the Owner responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said Owner. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide mortgage to an institutional mortgage lender outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this Trust takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the Trustees thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. If any assessment is not paid when due, such assessment shall bear interest at the rate of eighteen percent (18%) per year from the due date. The Trustees may, in addition to the other rights herein reserved, accelerate the payment of the reasonable estimate of common charges for the twelve-month period following any default and such sum shall serve as security for the payment of future common and special charge obligations.

9. Liability of Trustee. All persons extending credit to or contracting with or having any claim against the Trustees hereunder shall look only to the Trust Property for any such contract of claim, so that neither the Trustees nor the Owners shall be personally liable therefor. No Trustee hereunder shall be liable to this Trust or to the Owners for the default of any other Trustee or for leaving property in the hands of another Trustee, or for any error in judgment of law on his or her own part, but shall be liable only for his or her own willful default. Any Trustee hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or her, or his or her estate, as a result of acting as Trustee hereunder, excluding only such loss or expense resulting from his own willful default.

10. Reliance by Third Parties. No person dealing with any Trustee shall be bound to inquire concerning the validity of any act purporting to be done by him or her or be bound to see to the application of any money paid or property transferred to him or her upon his or her order. Any Trustee may at any time or times by written power of attorney delegate all or any of his or her powers and authorities, except the power to make assessments as provided in section above, whether discretionary or otherwise, to any other Trustee in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

11. Financial Records. The Trustees shall keep proper records and accounts of the affairs of the Trust which shall be open to inspection by any Owner at all reasonable times. At least once a

year the Trustees shall render a written report and financial statement to the Owners. The approval by a majority of the Owners of any report or financial statement by the Trustees shall be, as to all matters and transaction stated in said report or statement or shown thereby, a complete discharge of the Trustees and final and binding upon all Owners.

12. Trustees in Number and Terms. There shall always be at least one Trustee hereunder, and never more than five (5) Trustees. No Trustee need be an Owner. Trustees may be persons, firms, or other legal entities. Trustees, other than the Initial Trustee, shall serve for a period of three (3) years and until their successors and appointed and duly qualified.

13. Appointment of Trustee. At each annual meeting of the Owners commencing with the annual meeting to be held after the third anniversary of the recording of this Declaration of Trust, or the sale and conveyance of RC-Lot 1, RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5 to bonafide third parties as provided in section 2 above, whichever occurs later, each Owner of Lots RC-Lot 1, RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5 may appoint a Trustee.

14. Vacancies and Removals. Any Trustee may at any time resign as Trustee by a written instrument signed by him or her, acknowledged and delivered to the remaining Trustee or Trustees. Upon the death or resignation of any Trustee, a vacancy in the office of Trustee shall be deemed to exist, and a new Trustee shall be elected for the unexpired term by the remaining Trustee or Trustees. Any successor Trustee shall qualify as a Trustee by written acceptance, signed and acknowledged said Trustee. Pending any appointment of a successor Trustee, the remaining Trustee or Trustees shall have and may exercise all powers, authority and discretion conferred by this Trust. Upon election of a successor Trustee, the Trust Property shall vest in successor Trustee and the continuing Trustees, as applicable, without further action.

15. Fidelity Bonds and Surety. The Trustees may obtain fidelity bonds in amount which they deem reasonably sufficient to cover Trustees and employees of the Trust handling or responsible for the funds. The cost of any such bond shall be a common charge as provided in Section 6 above.

16. Owner's Annual and Special Meetings. Any action or consent by the Owners shall be taken or given at the annual meeting or at any special meeting of the Owners. The annual meeting of the Owners shall be held on the first Wednesday in October of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the Trustees. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held. Special meetings of Owners may be called by the Trustees on their own motion and, after the annual meeting following the third anniversary after recording the Declaration of Trust or the sale of lots RC-Lot 1, RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5 to bona fide third parties, as provided in section 2 above, whichever occurs later, shall be called by the Trustees upon written application to the Trustees of at least 50% of the Owners. A written notice of the place, date, and hour of all meetings of Owners shall be given by the Trustees at least seven days before the meeting to each Owner. Notice need not be given to an Owner if a

written waiver of notice, executed before or after the meeting by such owner or this attorney thereunto authorized, is filed with the records of the meeting. Notwithstanding the above, no annual meeting of the Owners shall be held so long as the Initial Trustee remains in office, except with the assent of said Initial Trustee.

17. Quorum. A majority of the Owners shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice.

18. Voting. Each Owner shall be entitled to one vote for each lot within the Property owned. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the Owner and acknowledged before a notary public, shall be deemed a proxy. A proxy shall be revocable at any time by written notice to the Trustees. When a quorum is present, any matter before the meeting shall be decided by the unanimous vote of the Owners if two, and otherwise by a majority vote, except where a larger vote is required by this Trust. Provided further, however, that so long as the Initial Trustee continues to serve, no Owner shall have any voting authority.

19. Termination or Amendment by Consent. This Trust may be terminated or amended at any time by an instrument in writing signed by the Trustees and assented to by the unanimous action of the Owners. Provided further, however, that so long as the Initial Trustee continues to serve, this Trust may be terminated or amended at any time by an instrument in writing signed by the Initial Trustee. No assent to such action from Owners shall be required.

20. Disposition of Trust Property. Upon termination of the Trust, the Trust Property shall be conveyed as directed by a unanimity of the Owners either (i) to a Trust for the benefit of the Owners for the same or similar purposes as the trust herein created, or (ii) to the Owners as tenant in common, subject to all matters of record which henceforth shall be enforceable by and against the Owners, joint and severally.

21. Notices. All notices to the Owners shall be in writing and shall be sent to the Owners or to such one of them as they may designate in writing from time to time, at the last address of such Owner as it appears in the records of the Trust. Changes in the Owners or their addresses shall be noted in the records of the Trust only upon written notice filed with the Trustees. Notice shall be deemed given as of the date of mailing

22. Termination by Law. This Trust unless sooner terminated as herein provided, shall terminate on the last day permitted by law.

23. Incumbency of Trustees. A certificate signed by three Trustees and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation,

trust or association acting in good faith in reliance thereon as to the truth of any matter or facts stated therein relating to:

- a. the death, resignation, removal or appointment of a Trustee or to the delegation by a Trustee to another Trustee of his or her powers, authorities and discretion;
- b. compliance by the Trustees and Owners with any requirement of this Trust;
- c. the terms of this instrument and any amendment or termination of this Trust;
- d. the fact of the validity of any action taken by the Trustees or Owners and to the authority of the Trustees or Owners to take such action; the numbers of Owners acting in favor of any matters; or
- e. any other matter pertaining to the Trustees, Owners or the Trust Property.

Provided further, however, that so long as William John Piersiak continues to act as Initial Trustee, the signature of the one Initial Trustee on a certificate and acknowledged before a Notary Public shall be deemed to satisfy the provisions of this section and all other provisions requiring or authorizing Trustee action.

When recorded with the Norfolk County Registry of the Land Court, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

24. Recording. The termination and all amendments of this Trust and resignations and appointments of Trustees shall be filed with said Registry of Deeds, and any person shall be entitled to rely on the records of said Registry with respect to the termination of the Trust, any amendment thereto and the identity of the Trustees, the identity of the Owners and to any other matter pertaining to the Trust, the Trustees, the Owners of the Trust Property.

25. Disputes. Any Owner aggrieved by any failure or refusal to act by a quorum of the Trustees or by a deadlock among the Trustees, may, within thirty (30) days of such failure, refusal to act, or deadlock, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years' experience as an arbitrator. Within ten (10) days after written notice of such appointment, the Trustees shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. The cost of such arbitration shall be a common charge as provided in Section 6 above. If any party elects to be represented by counsel, all counsel fees shall be the sole responsibility of the party retaining such counsel.

26. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

27. Waiver. No restriction, condition, obligation or provision contained in the Declaration of Trust or any of the documents set forth in Section 6(f) above, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which occur.

28. Conflict. In case any of the provisions of this Declaration of Trust or of any Rules and Regulations adopted by the Trustees shall be in conflict with any of the provision of the documents set forth in Section 6(f) above, or the provisions of any statute, then the provisions of said documents or statute, as the case may be, shall control.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

William John Piersiak, individually
and as Trustee of Heather Lane
Association Trust

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William John Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin

ACKNOWLEDGEMENT AND ASSENT OF MORTGAGE

The present holder of a mortgage (the "Mortgage") upon the property is the Needham Cooperative Bank (the "Mortgagee") of 1063 Great Plain Avenue, Needham, Massachusetts 02492. The mortgage is dated _____, and is recorded at the Norfolk Registry of Deeds in Book _____, Page _____. The Mortgagee agrees that the covenants shall have the same status, force and effect as though executed and recorded before Mortgagee's acceptance of the Mortgage and further agrees that the mortgage shall be subordinate to the above Easement.

IN WITNESS WHEREOF, the said Needham Cooperative Bank has caused its corporate seal to be affixed and these presents to be signed and acknowledged and delivered in its name and on its behalf by _____ hereby duly authorized this _____ day of _____, 200__.

NEEDHAM COOPERATIVE BANK

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, _____ of Needham Cooperative Bank, proved to me through satisfactory evidence of identification, which was _____, 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: HEATHER LANE EXTENSION SUBDIVISION PROPERTY

EXHIBIT B: RULES AND REGULATIONS

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, (hereinafter, the “**Declarant**”), being the owner of record of certain real estate situated in Needham, Norfolk County, Massachusetts, described on Exhibit A (hereinafter the “premises”)

For the Declarant’s title to the premises, see Book 26628, Page 469, at the Norfolk County Registry of Deeds.

The Declarant hereby imposes upon said premises the restrictions listed below in accordance with the Decision of the Planning Board of the Town of Needham dated [ENTER DATE OF DECISION], 2020 entitled _____ (the “Decision”), in which the Planning Board approved the subdivision and residential compound application as shown on the plans to be recorded herewith, subject to the conditions and waivers therein set forth for construction of the private way known as Heather Lane Extension.

The subdivision and residential compound approval is based on the plans entitled “Definitive Subdivision Plans and Residential Compound Special Permit, 768-768A Chestnut Street, Lot 4 Heather Lane, Needham, MA”, prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (hereinafter the “**Residential Compound Plan**”), which Plan consists of the following: Sheet 1, Cover Sheet, dated March 3, 2020; Sheet 2, Existing Conditions Plan, dated March 3, 2020; Sheet 3, Layout Plan, dated March 3, 2020; Sheet 4, Grading Plan, dated March 3, 2020; Sheet 5, Sewer & Drain Plan, dated March 3, 2020; Sheet 6, Utility Plan, dated March 3, 2020; and Sheet 7, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “Residential Compound Plan”.

Said premises are shown on said Residential Compound Plan as **RC-Lot 1, RC-Lot 2, RC-Lot 3, RC-Lot 4, and RC-Lot 5** on Heather Lane Extension, a private way. The Owners hereby impose the restrictions on said five Lots and the private way (Private Way” or “Heather Lane Extension”), for the benefit of the Town of Needham and each other record owner or owners of each of said five Lots on said Residential Compound Plan, their successors and assigns, said restrictions and covenants to be covenants running with said Lots and the Private Way, and to be binding on the record owners, their successors and assigns, in perpetuity.

1. The waiver of street construction requirements, as fully set forth in Paragraphs 1.a, 1.b, 1.c, 1.d, 1.e and 1.f of the Decision is expressly conditioned upon and subject to the restriction that neither the owner nor any successor owner or owners of any of said Lots and the Private Way as shown on the Residential Compound Plan (hereinafter in paragraphs 3 through 12 inclusive referred to individually as a Lot or collectively as the Lots) shall use the Lots for any purpose other than single-family residential use, as shown on the Plan, as approved by the Board and recorded herewith.

2. Each and every owner or owners of any Lot served by the Private Way shall be jointly responsible and liable through the **Heather Lane Extension Homeowners Association Trust (“Trust”)** for the costs of the maintenance, repair and reconstruction of the Private Way known as Heather Lane Extension, which is shown on the Residential Compound Plan and designated thereon, all costs for the maintenance repair and reconstruction of the Private Way known as Heather Lane to the extent required by the Trust, and all services the installation of which is required in connection with the documents described in Section 6(f) of said Trust, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of roadways, water, sewer and drainage facilities and other utilities and related equipment, curbs, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain the Private Way in a good, safe, and passable condition, including snow plowing, providing access from each Lot to a public way, as shown on the Plan, and to provide adequate services to each Lot, all in accordance with these conditions. For purposes hereof, Owner shall mean the record owner of the Lot or Lots, as of the date that the maintenance, repair, or reconstruction work, as the case may be, is begun. The Trust shall have no responsibility for sewage and drainage facilities and other utilities and related equipment located on individual lots.

3. Each owner of a Lot through the Trust shall perform all maintenance, repairs and reconstruction required for or on the Private Way in compliance with and in conformity with requirements of the Town of Needham and other requirements imposed by law or governmental authority. The within requirement shall be included in all deeds of the Lots.

4. The respective owner or owners of any Lot, and/or the Trustees under the Trust, shall not use or permit use of the Private Way for any purpose other than ingress and egress from the lots by the residents of the Lots and their guests and invitees, such use to be limited to pedestrian and private passenger vehicular traffic, and such other vehicular traffic as are necessary from time to time in cases of emergency, delivery of customary and usual household services and equipment or in connection with the maintenance, repair or reconstruction of the Private Way and services installed thereon, or thereunder. No owner or owners of any Lot shall park or cause to be parked any motor vehicle on the Private Way in such a way as to impede or obstruct the passage of pedestrian or vehicular traffic on the Private Way.

5. Any and all maintenance, repair or reconstruction work performed on or to the Private Way or in connection with services installed thereon or thereunder by or at the direction of any owner or owners of any Lot as provided herein shall be carried out so as to ensure that no fill material nor any products or excavation or erosion resulting from or arising in connection with such work shall be discharged into any storm drainage system, and soil and other material or debris shall be removed from the site only to the extent necessary in connection with such work.

6. Neither the Declarant nor any successor owner or owners of any Lot shall at any time request that the Private Way be laid out or accepted as a public way in the Town of Needham unless such owner or owners at its or their sole expense, perform and complete such

work as is necessary to cause the Private Way to comply with all standards and regulations of the Town of Needham, and obtain all permits and approvals required by law in connection therewith. If the Private Way is accepted by the Town of Needham as a public way at any time, then the provisions hereof applicable to ownership and maintenance of the Private Way shall thereupon terminate.

7. Neither the Declarant nor any successor owner or owners of any Lot shall at any time request or petition that any drainage system, water or sewer pipes or related equipment of any other improvement within the subdivision, for which design or improvement requirements have been waived by the Board as provided in the Board's subdivision approval, be accepted or maintained by the Town of Needham.

8. The Town of Needham and its designees shall have the right to enter upon the Private Way for all appropriate purposes for which public ways are used in the Town of Needham.

9. In any sale or transfer by the owners or any successor owner or owners of any of the Lots, the deed or other instrument shall refer to and incorporate conditions 1 through 12 inclusive, and any conveyance shall include transfer of a fee interest or the perpetual right and easement to use the Private Way in common with others lawfully entitled thereto for all purposes for which public ways in the Town of Needham may now or hereafter be used consistent with the provisions hereof, and the subsurface areas, equipment, and facilities, used and maintained in connection with the provision of water, sewer, drainage and other utility services provided to the conveyed premises. Any deed or other instrument purporting to transfer or convey any interest in any Lot or Lots which does not expressly refer to and incorporate these conditions shall, nevertheless, be deemed to contain the same and all events shall be subject thereto.

10. Each of the Lots as shown on the Plan shall be accessed solely from Heather Lane and Heather Lane Extension.

11. Street lighting shall be provided in the subdivision. The light sources shall be on posts at least 12 feet high and shall be controlled by photovoltaic switches. Maintenance and electricity shall be supplied by the abutting lots. Post lighting shall be supplied for each building lot, which has frontage along the proposed roadway.

12. This Restrictive Covenant incorporating conditions [___] through [___] of the Decision will be recorded in the Registry of Deeds and shall run with the land and shall be enforceable by the Town of Needham. This Restrictive Covenant shall be referenced on the Residential Compound Plan and shall be recorded therewith. This Restrictive Covenant shall be enforceable in perpetuity or for the longest period permitted by law and in any event for 100 years.

WITNESS the execution hereof under seal this ____ day of _____, 2020.

William John Piersiak, individually
and as Trustee of Heather Lane
Extension Homeowners Association
Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William John Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as authorized signatory of the Heather Lane Extension Homeowners Association Trust.

Notary Public: [_____]
My Commission Expires: __/__/__

Approved as to Form
By Town Counsel

David Tobin

EXHIBIT A: HEATHER LANE EXTENSION SUBDIVISION PROPERTY

ACCEPTANCE BY THE TOWN OF NEEDHAM

The foregoing Declaration of Restrictive Covenants hereby is accepted by the Town of Needham, subject to the terms and conditions set forth therein.

TOWN OF NEEDHAM
By Its Select Board

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, Select Board member of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, 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:

GRANT OF DRAINAGE EASEMENT

This is a grant of a drainage easement from the 768B Chestnut Street Realty Trust to the Town of Needham, Massachusetts, Heather Lane Homeowners Association Trust, and Heather Lane Extension Homeowners Association.

WHEREAS, **768B Chestnut Street Realty Trust, William J. Piersiak, Trustee**, having an address of 768 Chestnut Street, Needham, MA 02492, hereinafter referred to as the “**Owner**”, has, along with other Owners, filed with the Planning Board of the Town of Needham, hereinafter referred to as the “**Town**”, a certain subdivision plan of land in said Needham, the plan entitled “Definitive Subdivision Plans for Heather Lane 764, 766, 768 – 768A, 768B Chestnut Street, Needham, MA prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “Definitive Plans”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “**Plan**”.

WHEREAS there is shown on the Plan a certain drain easement, to wit: that certain area marked “Drain Easement”, which is located on Lots 5 and 6 as shown on the Plan;

WHEREAS the Planning Board for the Town of Needham, Massachusetts has required that the Owner shall deliver to the Planning Board for its approval a duly executed Grant of Drain Easement for the Drain Easement shown on the Plan in favor of the **Town of Needham**, the **Heather Lane Homeowners Association Trust** and the **Heather Lane Extension Homeowners Association Trust** (hereinafter, collectively, the **Grantees**”); and

WHEREAS the Declarations of Trust for the two Trusts mentioned above are recorded herewith; and

WHEREAS, the grant of easement herein by the Owner is intended to comply with the aforesaid requirement of the Planning Board for the Town of Needham, Massachusetts;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by

the parties hereto;

The Owner does hereby grant to the Grantees the right and perpetual easement and right of way over, across, under and through said Easement on said Plan for the direction or re-direction of storm water drainage, for the purpose of grading and re-grading for the said purpose, and for the purpose of laying, relaying, constructing, reconstructing, altering, maintaining and operating within, under and through the same, drain lines and conduits for the direction or re-direction of storm water, together with the right of ingress to and egress from the same for the said purposes.

Prior to exercising such easement, each of the Grantees agrees to give notice to the Owner, or its successors to Lots 5 and 6, of the fact that it desires to commence such exercise. The Grantees shall each, acting singly or collectively, have the right to perform such activities in exercise of such easement, provided that they shall use reasonable care not to intrude upon any portion of the lots in the subdivision lying outside the Grant of Drainage Easement and not to damage any structures, landscaping or other improvements which may exist on the remainder of the lots in the subdivision outside the Easement. The above shall not be construed to relieve the Owner and its successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all activities within the subdivision as are required by the Owner's agreements with the Town of Needham.

Grantees shall use their best efforts to cause the minimal amount of interference with the use of the property of the Owner, its successors and assigns (including, without limitation, the Owners from time to time of the individual lots) during the exercise of rights hereunder. Upon completion of any work which disturbs the surface of the above referenced Easement area indicated on the Plan, such Grantee or Grantees shall promptly re-grade, recover, repair, and in connection therewith repave, re-loam or reseed the area as needed. Grantees shall not have any obligation to take any further action to re-vegetate beyond initial reseeding and re-loaming nor shall Grantees have any obligation to replant any flowers, bushes, shrubs or trees. The Owner, its successors, or assigns shall not construct any structures or plant any trees which will interfere with the use or maintenance of the aforesaid easement, without the prior approval of the Heather Lane Association Trust.

All work performed by the Owner or any of the Grantees in the Drain Easement shall be in good and workmanlike manner. In performing the permitted work hereunder, the Grantees shall not do any work which is inconsistent with the intent and purpose of this easement or which will create any nuisance, nor shall Grantees commit any act or waste which will be harmful or which will interfere with the Owner's adjoining land and premises.

The Owner agrees to hold the Grantees harmless from and to indemnify the Grantees against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Owner in the Drain Easement.

The Grantees each agree to hold the Owner harmless from and to indemnify the Owner against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Grantee in the Drain Easement, up to a maximum limit of \$100,000 per occurrence.

The Owner hereby reserves the right for itself, its heirs, successors and assigns, to use and enjoy the Drain Easement area for all legal purposes not inconsistent with the rights and easements granted hereby and specifically reserves the right to landscape or to pave the Drain Easement area, subject to local building and zoning regulations and subject to the terms of this Grant of Drainage Easement.

The within grant of easement shall be binding upon the Owner and all respective successors and assigns and shall inure to the benefit of the Grantees, and the benefits and burdens hereof shall run with the land described in and subject to the Plan.

For the Owner's title to the property see the Deed recorded in the Norfolk County Registry of Deeds in Book 26628, Page 469

Witness our hands and seals as of this _____ day of _____, 2020.

768B Chestnut Street Realty Trust, by:

Heather Lane Homeowners
Association Trust, by:

William J. Piersiak, Trustee

William John Piersiak, Trustee

Heather Lane Extension
Homeowners Association
Trust, by:

William John Piersiak, Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

Then personally appeared the above-named William J. Piersiak, Trustee as aforesaid and acknowledged the foregoing instrument to be the duly authorized act of the 768B Chestnut Street Realty Trust.

My commission expires: Notary Public

GRANT OF UTILITY EASEMENT

This is a grant of a utility easement from Evelyn Soule Maloomian, 766 Chestnut LLC, William John Piersiak, and the 768B Chestnut Street Realty Trust to the Town of Needham, Heather Lane Homeowners Association Trust, and Heather Lane Extension Homeowners Association Trust.

WHEREAS, **Evelyn Soule Maloomian**, owner of 764 Chestnut Street, Needham, MA 02492, **Koby Kempel, Manager of 766 Chestnut LLC**, owner of 766 Chestnut Street, Needham, MA 02492, **William John Piersiak**, owner of 768 and 768A Chestnut Street, Needham, MA 02492, and **William J. Piersiak, Trustee of the 768B Chestnut Street Realty Trust**, owner of 768B Chestnut Street, Needham, MA 02492 (hereinafter, collectively “**Owners**”) have filed with the Planning Board of the Town of Needham, hereinafter referred to as the “Town”, a certain subdivision plan of land in said Needham, the plan entitled “Definitive Subdivision Plans for Heather Lane 764, 766, 768 – 768A, and 768B Chestnut Street, Needham, MA prepared by Kelly Engineering Group, 0 Campanelli Drive, Braintree, MA 02184, dated March 3, 2020 (the “Definitive Plans”), which Definitive Plans consist of the following: Sheet 1: Cover Sheet, dated March 3, 2020; Sheet 2, Key Sheet, dated March 3, 2020; Sheet 3A, Existing Conditions Plan, dated March 3, 2020; Sheet 3B, Existing Conditions Plan, dated March 3, 2020; Sheet 3C, Existing Conditions Plan, dated March 3, 2020; Sheet 4A, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4B, Lotting & Zoning Plan, dated March 3, 2020; Sheet 4C, Lotting & Zoning Plan, dated March 3, 2020; Sheet 5, Plan & Profile Plan, dated March 3, 2020; Sheet 6, Grading Plan, dated March 3, 2020; Sheet 7, Utility Plan, dated March 3, 2020; Sheet, Detail Sheet, dated March 3, 2020; and Sheet 9, Detail Sheet, dated March 3, 2020, all of which Sheets are recorded with the Norfolk Registry of Deeds, herewith. All the foregoing is hereinafter referred to as the “Plan”.

WHEREAS there is shown on the Plan a certain utility easement, to wit: that certain area marked

(ENTER UTILITY EASEMENT DESCRIPTION)

, as shown on the Plan; and

WHEREAS the Planning Board for the Town of Needham, Massachusetts has required that the Owner shall deliver to the Planning Board for its approval a duly executed Grant of Utility Easement as shown on the Plan in favor of the Heather Lane Homeowners Association Trust and the Heather Lane Extension Homeowners Association Trust, recorded herewith; and

WHEREAS, the grant of easement herein by the Owners is intended to comply with the aforesaid requirement of the Planning Board for the Town of Needham, Massachusetts;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto;

The Owners do hereby grant to the **Heather Lane Homeowners Association Trust** and to the **Heather Lane Extension Homeowners Association Trust** (hereinafter "**Grantees**") the right and perpetual easement and right of way over, across, under and through all are designated as "Utility Easement" as the easement appears on Lots _____ on said Plan and, upon completion of construction by the Owners of the proposed water and sewer lines situated therein, for the purpose of laying, relaying, constructing, reconstructing, altering, maintaining and operating within, under and through the same, a sewer line and water line for the direction or re-direction of water supply and sewerage, together with the right of ingress to and egress from the same for the said purposes.

Prior to exercising such easement, the Grantees each agree to give notice to the Owners or their successors to any portion of the land or a street in the subdivision of the fact that they desire to commence such exercise. Each Grantee shall have the right to perform such activities in exercise of such easement, provided that such Association shall use reasonable care not to intrude upon any portion of the lots in the subdivision lying outside the Grant of Utility Easement and not to damage any structures, landscaping or other improvements which may exist on the remainder of the lots in the subdivision outside the Easement. The above shall not be construed to relieve the Owners and their successors in title to a portion of the land or a street in the subdivision, of responsibility to complete all activities within the subdivision as are required by the Owners' agreements with the Town of Needham.

The Grantees shall use their best efforts to cause the minimal amount of interference with the Owners' use of their property during the exercise of their rights hereunder. Upon completion of any work which disturbs the surface of the Utility Easement area indicated on the Definitive Plans, Grantees shall promptly re-grade, recover, repair, and in connection therewith repave, re-loam or re-seed the area as needed. Grantees shall not have any obligation to take any further action to re-vegetate beyond initial reseeding and re-loaming nor shall Grantees have any obligation to replant any flowers, bushes, shrubs or trees. The Owners, and their heirs, successors, or assigns, shall not construct any structures or plant any trees which will interfere with the use or maintenance of the aforesaid easement, without the prior approval of the Heather Lane Association Trust.

All work performed by the Owners or the Grantees in the Utility Easement or Sewer Easement areas shall be in good and workmanlike manner. In performing the permitted work hereunder, the Grantees shall not do any work which is inconsistent with the intent and purpose of this easement or which will create any nuisance, nor shall Grantees commit any act or waste which will be harmful or which will interfere with the Owners' adjoining land and premises.

The Owners agree to hold the Grantees harmless from and to indemnify the Grantees against all claims, losses or damage for property damage or bodily injury, or either, resulting in any way by reason of the activities of the Owners in the Utility Easement.

The Grantees agree to hold the Owners harmless from and to indemnify the Owners against all claims, losses or damage for property damage or bodily injury, or either, resulting in

any way by reason of the activities of the Grantees in the Utility Easement, up to a maximum limit of \$100,000.00 per occurrence.

The Owners hereby reserves the right for themselves, their heirs, successors and assigns, to use and enjoy the Utility Easement area for all legal purposes not inconsistent with the rights and easements granted hereby and specifically reserves the right to landscape or to pave the Utility Easement area, subject to local building and zoning regulations and subject to the terms of this Grant of Utility Easement.

The grant of Easement shall be binding upon the Owners and all respective successors and assigns and shall inure to the benefit of the Grantees, and the benefits and burdens hereof shall run with the land described in and subject to the Definitive Plans.

For the Owners' titles to the property see: for Evelyn Soule Maloomian, Book 9928, Page 146, for 766 Chestnut LLC, Book 36038, Page 67, for William John Piersiak, Book 26628, Page 469, and for 768B Chestnut Realty Trust, Book 26628, Page 469, all at the Norfolk County Registry of Deeds.

WITNESS the execution hereof under seal this _____ day of _____, 2020.

Evelyn Soule Maloomian

Koby Kempel, Manager of
766 Chestnut LLC

William John Piersiak, individually
and as Trustee of Heather Lane
Homeowners Association Trust,
and as Trustee of Heather Lane
Extension Homeowners Association
Trust

William J. Piersiak, Trustee of
the 768B Chestnut Street Realty Trust

(Notarizations)

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared William J. Piersiak, proved to me through satisfactory evidence of identification, which were _____, 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, as [_____].

Notary Public: _____

My Commission Expires: __/__/____

Approved as to Form
By Town Counsel

David Tobin



Needham Public Health Division

178 Rosemary St., Needham, MA 02494
www.needhamma.gov/health

781-455-7940 ext. 504
781-455-7922 (fax)



MEMO

To: Lee Newman, Planning Department
From: Tara Gurge, Public Health Division
Date: 6/16/2020
Re: Definitive Subdivision Plan Comments for Heather Lane Extension Subdivision

This memo is in reference to the Public Health Division comments on the Definitive Subdivision Extension for Heather Lane- # Lot 4 on which 768 and 768A Chestnut St. are located, which is an existing lot. This proposed development, once approved, will comprise of five lots. New construction is proposed on four of the five lots.

This proposed subdivision would create four (4) individual house lots that conform to current zoning, with lots located on new road off of Chestnut St., known as Heather Lane Extension. These lots would be serviced by municipal water and sewer.

The following is a list of Public Health Division comments regarding this proposal:

- Need to ensure that owners/builders of all structures to be razed each fill out our Notification of Demolition form, which must be submitted to the Public Health Division, along with supplemental documents, for our review and approval prior to the issuance of the Building demolition permit.

The following additional off-street drainage requirements are indicated:

- 1) All lots should be graded to the limits of construction as to have no standing water or otherwise create a public health nuisance.
- 2) Grading shall not improperly shed or illegally increase drainage onto adjacent properties.
- 3) All subsequent developers or builders should be notified of the off-street drainage requirements.
- 4) If there are difficult or unusual conditions as determined in the field from the approved grading plan, or other circumstances or objections received from abutters, the Board of Health may require an as-built grading plan for further evaluation.
- 5) Following the Board of Health off-street drainage guidelines for a subdivision, a drainage surety of \$3,500.00 will be required for each buildable lot, or \$14,000.00 for the four-lot subdivision.

PLEASE NOTE: This recommendation is based on the current information provided that a number of the lots are proposed to remain untouched (i.e. existing house to remain with no additions proposed).

Please feel free to contact the Public Health Division office if you have any additional questions on those requirements.

George Giunta, Jr.
ATTORNEY AT LAW*
281 Chestnut Street
Needham, MASSACHUSETTS 02492
*Also admitted in Maryland

TELEPHONE (781) 449-4520

FAX (781) 449-8475

June 10, 2020

Lee Newman
Planning Director
Town of Needham
1471 Highland Avenue
Needham, MA 02492

VIA EMAIL: LNewman@needhamma.gov

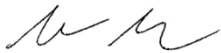
Re: Definitive Subdivision Application
Elisabeth Schmidt-Scheuber
390 Grove Street

Dear Lee,

Pursuant to our recent email correspondence, and so as to accommodate the Planning Board's upcoming schedule, please accept this letter as a request to further continue the hearing on the Definitive Subdivision Application for 390 Grove Street until July 21 or the next earliest available meeting of the Board.

Moreover, while it is my understanding that action deadlines have been tolled pursuant to order of the Governor, to the extent necessary, in connection with the foregoing request, please also extend the applicable action deadline until August 31, 2020.

Sincerely,



George Giunta, Jr



**Permanent Public Building Committee
Town of Needham**

500 Dedham Avenue
Needham, MA 02492
781-455-7550

June 10, 2020

Ms. Lee Newman, Director
Town of Needham - Planning Department
500 Dedham Avenue
Needham, MA 02492

RE: Planning Board Major Project Site Plan Special Permit No. 2013-02
Town Contract ID #17PFC-176D
Jack Cogswell Building Project
140 Central Avenue, Needham, MA

Dear Ms. Newman:

We are respectfully requesting a second extension of the Temporary Certificate of Occupancy (TC of O) for the Jack Cogswell Building Project, subject to the Planning Board's Decision dated November 20, 2018. The first request to extend was made on December 9, 2019, for 60 days until February 7, 2020. The second request sought an additional 60 days, starting on February 7, 2020 until April 7, 2020. The Covid19 public health emergency disrupted normal business operations, so now another 60 days is requested for the same reason listed below. This current request seeks to extend temporary status until August 10, 2020.

Outstanding items include:

- Lot Consolidation, pending Land Court completion

As indicated earlier, the Massachusetts Trial Court 6 docket receipt indicated that on June 17, 2019, Kevin F. Murphy, Esq was appointed as Title Examiner. On October 31, 2019, Attorney Murphy filed the report. The final certified consolidated plan was expected to be complete at the end of December, but additional time is requested now, due to court related scheduling.

Please feel free to contact me if you have any questions.

Sincerely,

Stephen Gentile, Project Manager
Building Design and Construction Department/PPBC

cc. Steven Popper, Director, BD&C

Stuart Chandler, Chairman, PPBC
David Roche, Needham Building Dept.
Mike Richard, PE, Weston and Sampson
Jo-Ann Darrigo, Seaver Construction
File- PPBC

From: [Evans Huber](#)
To: [Alexandra Clee](#)
Cc: [Lee Newman](#); [Roy Cramer](#)
Subject: RE: 100 west
Date: Thursday, June 11, 2020 12:42:39 PM
Attachments: [Avery Square Overlay District Warrant Article 06-11-20 clean.doc](#)
[Avery Square Overlay District Warrant Article 06-11-20 redlined.doc](#)
[ASOD Map Change -- using 1992 Warrant Article Description.docx](#)

Lee and Alex:

Attached please find the most recent revisions to the proposed Warrant Article that would establish and govern the Avery Square Overlay District (ASOD). I have attached both a clean and redlined version.

Also attached for your and the Board's convenience is the Map Change Warrant Article establishing the boundaries of the ASOD. The Map Change Warrant Article has not changed since the version that was originally submitted.

The difference between the attached version and the previous version that was under discussion at the June 2 meeting is that in this version, the uses proposed by LCB Senior Living -- Independent Living Apartments and Assisted Living and/or Alzheimers/Memory Loss Facilities -- will now be allowed by Special Permit rather than as a matter of right. This change is reflected in the edits to sections 3.15.3.1 and 3.15.3.2. Section 3.15.3.2(d) has been added to reflect the fact that "Independent Living Apartments" and "Assisted Living and/or Alzheimers/Memory Loss Facilities" are two separate uses, so provision needs to be made for the allowance (again, by Special Permit) of mixed uses in this building. The other changes in the attached draft make it clear that it is the Planning Board that would be the Special Permit Granting Authority.

LCB is willing to agree to these changes based on our understanding that this will address the last remaining issue with the language of the proposed Warrant Article, and that any other issues relating to this project can be addressed at the permitting stage.

Thank you, Evans

Evans Huber
Frieze Cramer Rosen & Huber, LLP
60 Walnut Street
Wellesley, MA 02481
781-943-4000 (main)
781-943-4043 (direct)
781-799-9272 (cell)
eh@128law.com
www.128law.com

From: Alexandra Clee <aclee@needhamma.gov>
Sent: Wednesday, June 10, 2020 1:16 PM
To: Evans Huber <eh@128law.com>
Cc: Lee Newman <LNewman@needhamma.gov>; Roy Cramer <rac@128law.com>
Subject: RE: 100 west

Perfect, and appreciated.

From: Evans Huber <eh@128law.com>
Sent: Wednesday, June 10, 2020 1:15 PM
To: Alexandra Clee <aclee@needhamma.gov>
Cc: Lee Newman <LNewman@needhamma.gov>; Roy Cramer <rac@128law.com>
Subject: RE: 100 west

Alex: at this point we are not certain whether we will be submitting anything new. I will know more by the end of the day today, and in any event, if we do submit anything new I will get it to you by the end of the day on Thursday (tomorrow).

Thanks, Evans

Evans Huber
Frieze Cramer Rosen & Huber, LLP
60 Walnut Street
Wellesley, MA 02481
781-943-4000 (main)
781-943-4043 (direct)
781-799-9272 (cell)
eh@128law.com
www.128law.com

From: Alexandra Clee <aclee@needhamma.gov>
Sent: Wednesday, June 10, 2020 12:18 PM
To: Evans Huber <eh@128law.com>
Cc: Lee Newman <LNewman@needhamma.gov>; Roy Cramer <rac@128law.com>
Subject: 100 west

Hi Evans, do you plan on submitting any new information for 100 West? It is on the agenda for planning board discussion again at the June 16th meeting. I will be finishing the packets Friday morning around 9:00 a.m.. Thank you.

Sent from [Outlook Mobile](#)

ZONING/LAND USE ARTICLES

ARTICLE 1: AMEND ZONING BY-LAW – AVERY SQUARE OVERLAY DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law, as follows:

- (a) Amend the definition of “Independent Living Apartments” in Section 1.3, Definitions, by (i) adding the words “or Avery Square Overlay District” after the words “Elder Services Zoning District”; (ii) deleting the word “only” before the words “residential uses”; and (iii) adding to the end of the definition the sentence “; provided, however, that within the Avery Square Overlay District, as provided in Section 3.15.3.42(d), below, such Independent Living Apartments may be located in a building that also houses Assisted Living and/or Alzheimer’s/Memory Loss Facilities but need not be part of a Continuing Care Retirement Community.”, so that it reads as follows:

A building in the Elder Services Zoning District or Avery Square Overlay District containing three or more dwelling units, which building houses residential uses and support services accessory thereto, intended primarily as independent living units for individuals aged 55 years or older, and/or families with at least one family member aged 55 years or older, within a Continuing Care Retirement Community; provided, however that within the Avery Square Overlay District, as provided in Section 3.15.3.42(d), below, such Independent Living Apartments may be located in a building that also houses Assisted Living and/or Alzheimer’s/Memory Loss Facilities, but need not be part of a Continuing Care Retirement Community.

- (b) Amend Section 2.1 Classes of Districts by adding the following term and abbreviation under the subsection Overlay:

“ASOD -- Avery Square Overlay District”

- (c) Amend Section 3, Use Regulations, by adding a new Subsection 3.15, Avery Square Overlay District, to read as follows:

“3.15 Avery Square Overlay District

3.15.1 Purposes of District

The purposes of the Avery Square Overlay District (“ASOD”) are to promote the health, safety, and general welfare of the community by creating opportunities for housing primarily serving individuals 55 years old or older, who wish to live in independent apartments and/or who may need to live in Assisted Living and/or Alzheimer’s/Memory Loss facilities, within walking distance of goods and services, public transportation, and the civic life of the town; to promote a vibrant, walkable area within the ASOD, and to encourage and allow redevelopment of the existing property within the ASOD in a manner that will further these purposes. Toward these ends, development in the Avery Square Overlay District shall, as set forth in this Section 3.15, be permitted to exceed the

density and dimensional requirements that normally apply in the underlying zoning district provided that such development complies with all other requirements of this Section 3.15.

3.15.2 Scope of Authority

In the Avery Square Overlay District, all requirements of the underlying district shall remain in effect except where this Section 3.15 provides an alternative to such requirements, in which case the requirements of this Section 3.15 shall prevail. If the provisions of the Avery Square Overlay District are silent on a requirement that applies in the underlying district, the requirements of the underlying district shall apply.

By filing an application for a Special Permit, site plan review or building permit under this Section 3.15, an applicant shall be deemed to accept and agree to the provisions and requirements of this Section 3.15. If an applicant elects to proceed pursuant to zoning provisions of the underlying district, the provisions and requirements of this bylaw applicable in the underlying district shall control and the provision of the Avery Square Overlay District shall not apply.

3.15.3 Use Regulations

3.15.3.1 Permitted Uses

The following uses are permitted in the Avery Square Overlay District as a matter of right:

- (a) Uses exempt from local zoning control under M.G.L. c.40A, s. 3.
- (b) Public, semi-public and institutional uses permitted as of right in the underlying district.
- (c) Business uses permitted as of right in the underlying district.

~~(d) Mixed-use buildings containing, as primary uses, only Assisted Living units and/or Alzheimer's/Memory Loss units, and Independent Living Apartments; as well as accessory uses subordinate to and customarily incidental to the primary uses.~~

~~(e)~~(d) accessory uses permitted as of right in the underlying district.

3.15.3.2 Special Permit Uses

The following uses are allowed in the Avery Square Overlay District by Special Permit issued by the Planning Board:

(a) All uses allowed by special permit in the Avery Square Business District as set forth in Section 3.2.2 of this Bylaw, except those uses permitted as a matter of right as set forth in Section 3.15.3.1, above.

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(b) Assisted Living and/or Alzheimer's/Memory Loss Facilities

(c) Independent Living Apartments.

(d) Mixed-use buildings containing, as primary uses, such uses as are allowed by special permit or by right in the Avery Square Overlay District or the Avery Square Business District, as well as accessory uses subordinate to and customarily incidental to the primary uses.

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3.15.4 Dimensional Regulations

3.15.4.1 Building Height and Related Requirements

The maximum building height (including mechanical structures such as HVAC equipment) in the Avery Square Overlay District shall be 44 feet. This height limitation shall not apply to elevator shaft overruns, which shall not exceed a maximum height of 49 feet.

A building or structure which is located on property in the Avery Square Overlay District may include, but not exceed, four (4) stories, all of which may be occupied.

For the fourth story, minimum setback requirements, measured from the façade(s) of the building on which such fourth story is located, shall be as follows: from the eastern facade of the building (facing Highland Ave), fifteen (15) feet; from the northern façade of the building (closest to and facing West Street), one hundred and ten (110) feet; from the western facade of the building, zero (0) feet; from the southern facade of the building, thirty-five (35) feet. No fourth story setback from the north-facing building façade is required with respect to any portion of any building that is set back from West Street at least two hundred (200) feet.

The total floor area of any fourth floor addition to the existing building may not exceed thirty-five percent (35%) of the total roof area of the existing building. Mechanical equipment, including but not limited to HVAC equipment, whether or not enclosed, shall not be included in the calculation of maximum allowable floor area hereunder.

Buildings developed under the regulations of the Avery Square Overlay District shall not be subject to any other height limitations nor any other limitations contained in Section 4.4.3.

3.15.4.2 Building Bulk and Other Requirements

The maximum floor area ratio in the Avery Square Overlay District shall be 1.1. Property contiguous with and in common ownership with property in the Avery Square Overlay District shall be included in the lot for purposes of calculating floor area ratio. The enclosed area of a building devoted to off-street parking shall not be counted as floor

area for purposes of determining the maximum floor area ratio. Buildings developed under the regulations of the Avery Square Overlay District shall not be subject to any other limitations on floor area ratio, lot coverage, or building bulk such as are contained in Sections 4.4.2, 4.4.7 and 4.4.9.

3.15.5 Off-Street Parking

Except as provided below, the off-street parking regulations in Section 5.1 and the regulations for enclosed parking in Section 4.4.6 shall apply in the Avery Square Overlay District.

(a) The minimum number of off-street parking spaces in Section 5.1.2 shall apply except as follows:

(1) For Independent Living Apartments, there shall be one space per Apartment.

(2) For Assisted Living units and Alzheimer's/Memory Loss units, the parking requirement shall be one space for every two beds, plus one space for each two employees on the largest shift.

(b) Notwithstanding anything to the contrary elsewhere in this Bylaw, including but not limited to Section 4.4.8.4, in the event that land located in the Single Residence B Zoning District

(1) is adjacent to the Avery Square Overlay District;

(2) is in common ownership with adjacent land located in the Avery Square Overlay District; and

(3) prior to approval of this Section 3.15, was improved as a parking area associated with a building located in the Avery Square Overlay District;

then, provided that said land extends into the Single residence B Zoning District not more than one hundred (100') feet from the boundary line between the Single Residence B Zoning District and the Avery Square Business District, said land may, as a matter of right, be used as a parking area accessory to uses permitted in the Avery Square Overlay District by right or by special permit.

3.15.6 Affordable Housing

Any mixed-use building with ten or more Independent Living Apartments shall include affordable housing units as defined in Section 1.3 of this By-Law. The following requirements shall apply to a development that includes affordable units:

(a) If the Applicant provides at least one-half of the affordable Independent Living Apartments for households with incomes at or below 50% of area median income, the

remaining affordable Independent Living Apartments may be rented to households with incomes up to 100% of area median income even if the latter units are not eligible for the Subsidized Housing Inventory, regardless of any requirements to the contrary set forth in Section 1.3.

- (b) For a development with ten or more Independent Living Apartments, twelve and one-half percent (12.5%) of the Independent Living Apartments shall be affordable units. In the instance of a fraction, the fraction shall be rounded up to the nearest whole number. There shall be no affordable housing requirement for nursing homes, convalescent homes, Assisted Living and Alzheimer's/Memory Loss Facilities, or residential care institutions or facilities.
- (c) Affordable units shall be dispersed within the building and not concentrated in one area or on one floor. They shall generally be comparable in size, energy efficiency, quality, convenience, and unit-specific real estate-related amenities to the development's market-rate units. Services and other amenities that may be purchased by residents on a voluntary basis are not to be considered unit-specific real estate-related amenities and are excluded from such comparability requirements.
- (d) The selection of eligible homebuyers or renters for the affordable units shall be in accordance with a marketing plan approved by the Needham Planning Board prior to the issuance of any building permits for the development.
- (e) The affordable units shall be subject to an affordable housing restriction as defined in Section 1.3 of this By-Law with limitations on use, occupancy, resale prices or rents, as applicable, and which provides for periodic monitoring for compliance with the requirements of said restriction.

- (d) Amend Section 4.4.4 Front Setback, by adding the following paragraph after the fourth paragraph of that section:

In the Avery Square Overlay District, the setback, if any, shall be kept open and landscaped with grass, plants, and other non-paving materials such as mulch, and shall be unpaved except for patios, walks, and driveways as defined in section 4.4.5. Walls (including walls serving in part as retaining walls) no higher than 36 inches above the grade of the patios, as well as fencing and privacy screening, along the front and side edges of the patios, shall be allowed in the Avery Square Overlay District.

- (e) Amend Section 4.4.6 Enclosed Parking, by adding the phrase "for each square foot" before the words "of parking space (excluding driveways and aisles)" on the fourth line of the first paragraph of that section so that it reads as follows:

Whenever off-street parking is provided underground and/or within a building itself, the maximum area coverage of the building may be increased up to the limits of the required setback as provided herein. The lot coverage of the building may be increased up to 2 ½ % points above the maximum allowed percentage, by one square foot for each square foot of parking space (excluding driveways and aisles) that is underground and/or within the building itself.

Parking which is under a building or partially underground shall, except for driveways, be separated from the street line by building space occupied by the principal use, not by parking.

In the Center Business District, enclosed parking shall be entirely below the grade of adjoining streets measured at their respective center lines. Access to enclosed parking shall be from the rear of the building. If provided, enclosed parking shall not be visible from the street. The placement of parking underground shall not raise the first non-parking floor of a structure above grade. Municipal parking facilities in the Center Business District shall be exempt from this provision.

(f) Amend Section 7.6.1 Special Permit Granting Authority, by adding the number "3.15" after the number "3.14" on the second line of that Section so that it reads as follows:

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The Planning Board shall act as a Special Permit Granting Authority only where so designated in Sections 3.4, 3.8, 3.9, 3.10, 3.14, 3.15, 4.2.10, 4.2.11, 4.2.12, 4.4.5, 4.4.9, 4.4.10, 5.1.1.6, 6.6, 6.8, and 7.4 of this Bylaw. In all other cases the Board of Appeals shall act as the Special Permit Granting Authority. Procedures and decision criteria for the Planning Board shall be the same as specified in Section 7.5.2 and Section 7.5.3 (second and fourth paragraphs) for special permits acted on by the Board of Appeals, except where alternative or supplemental criteria are specified, such as at Sections 3.4 and 6.6.

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Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be Made at Town Meeting

ZONING/LAND USE ARTICLES

ARTICLE 1: AMEND ZONING BY-LAW – AVERY SQUARE OVERLAY DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law, as follows:

- (a) Amend the definition of “Independent Living Apartments” in Section 1.3, Definitions, by (i) adding the words “or Avery Square Overlay District” after the words “Elder Services Zoning District”; (ii) deleting the word “only” before the words “residential uses”; and (iii) adding to the end of the definition the sentence “; provided, however, that within the Avery Square Overlay District, as provided in Section 3.15.3.2(d), below, such Independent Living Apartments may be located in a building that also houses Assisted Living and/or Alzheimer’s/Memory Loss Facilities but need not be part of a Continuing Care Retirement Community.”, so that it reads as follows:

A building in the Elder Services Zoning District or Avery Square Overlay District containing three or more dwelling units, which building houses residential uses and support services accessory thereto, intended primarily as independent living units for individuals aged 55 years or older, and/or families with at least one family member aged 55 years or older, within a Continuing Care Retirement Community; provided, however that within the Avery Square Overlay District, as provided in Section 3.15.3.2(d), below, such Independent Living Apartments may be located in a building that also houses Assisted Living and/or Alzheimer’s/Memory Loss Facilities, but need not be part of a Continuing Care Retirement Community.

- (b) Amend Section 2.1 Classes of Districts by adding the following term and abbreviation under the subsection Overlay:

“ASOD -- Avery Square Overlay District”

- (c) Amend Section 3, Use Regulations, by adding a new Subsection 3.15, Avery Square Overlay District, to read as follows:

“3.15 Avery Square Overlay District

3.15.1 Purposes of District

The purposes of the Avery Square Overlay District (“ASOD”) are to promote the health, safety, and general welfare of the community by creating opportunities for housing primarily serving individuals 55 years old or older, who wish to live in independent apartments and/or who may need to live in Assisted Living and/or Alzheimer’s/Memory Loss facilities, within walking distance of goods and services, public transportation, and the civic life of the town; to promote a vibrant, walkable area within the ASOD, and to encourage and allow redevelopment of the existing property within the ASOD in a manner that will further these purposes. Toward these ends, development in the Avery Square Overlay District shall, as set forth in this Section 3.15, be permitted to exceed the

density and dimensional requirements that normally apply in the underlying zoning district provided that such development complies with all other requirements of this Section 3.15.

3.15.2 Scope of Authority

In the Avery Square Overlay District, all requirements of the underlying district shall remain in effect except where this Section 3.15 provides an alternative to such requirements, in which case the requirements of this Section 3.15 shall prevail. If the provisions of the Avery Square Overlay District are silent on a requirement that applies in the underlying district, the requirements of the underlying district shall apply.

By filing an application for a Special Permit, site plan review or building permit under this Section 3.15, an applicant shall be deemed to accept and agree to the provisions and requirements of this Section 3.15. If an applicant elects to proceed pursuant to zoning provisions of the underlying district, the provisions and requirements of this bylaw applicable in the underlying district shall control and the provision of the Avery Square Overlay District shall not apply.

3.15.3 Use Regulations

3.15.3.1 Permitted Uses

The following uses are permitted in the Avery Square Overlay District as a matter of right:

- (a) Uses exempt from local zoning control under M.G.L. c.40A, s. 3.
- (b) Public, semi-public and institutional uses permitted as of right in the underlying district.
- (c) Business uses permitted as of right in the underlying district.
- (d) accessory uses permitted as of right in the underlying district.

3.15.3.2 Special Permit Uses

The following uses are allowed in the Avery Square Overlay District by Special Permit issued by the Planning Board:

- (a) All uses allowed by special permit in the Avery Square Business District as set forth in Section 3.2.2 of this Bylaw, except those uses permitted as a matter of right as set forth in Section 3.15.3.1, above.
- (b) Assisted Living and/or Alzheimer's/Memory Loss Facilities

(c) Independent Living Apartments.

(d) Mixed-use buildings containing, as primary uses, such uses as are allowed by special permit or by right in the Avery Square Overlay District or the Avery Square Business District, as well as accessory uses subordinate to and customarily incidental to the primary uses.

3.15.4 Dimensional Regulations

3.15.4.1 Building Height and Related Requirements

The maximum building height (including mechanical structures such as HVAC equipment) in the Avery Square Overlay District shall be 44 feet. This height limitation shall not apply to elevator shaft overruns, which shall not exceed a maximum height of 49 feet.

A building or structure which is located on property in the Avery Square Overlay District may include, but not exceed, four (4) stories, all of which may be occupied.

For the fourth story, minimum setback requirements, measured from the façade(s) of the building on which such fourth story is located, shall be as follows: from the eastern facade of the building (facing Highland Ave), fifteen (15) feet; from the northern façade of the building (closest to and facing West Street), one hundred and ten (110) feet; from the western facade of the building, zero (0) feet; from the southern facade of the building, thirty-five (35) feet. No fourth story setback from the north-facing building façade is required with respect to any portion of any building that is set back from West Street at least two hundred (200) feet.

The total floor area of any fourth floor addition to the existing building may not exceed thirty-five percent (35%) of the total roof area of the existing building. Mechanical equipment, including but not limited to HVAC equipment, whether or not enclosed, shall not be included in the calculation of maximum allowable floor area hereunder.

Buildings developed under the regulations of the Avery Square Overlay District shall not be subject to any other height limitations nor any other limitations contained in Section 4.4.3.

3.15.4.2 Building Bulk and Other Requirements

The maximum floor area ratio in the Avery Square Overlay District shall be 1.1. Property contiguous with and in common ownership with property in the Avery Square Overlay District shall be included in the lot for purposes of calculating floor area ratio. The enclosed area of a building devoted to off-street parking shall not be counted as floor area for purposes of determining the maximum floor area ratio. Buildings developed under the regulations of the Avery Square Overlay District shall not be subject to any

other limitations on floor area ratio, lot coverage, or building bulk such as are contained in Sections 4.4.2, 4.4.7 and 4.4.9.

3.15.5 Off-Street Parking

Except as provided below, the off-street parking regulations in Section 5.1 and the regulations for enclosed parking in Section 4.4.6 shall apply in the Avery Square Overlay District.

(a) The minimum number of off-street parking spaces in Section 5.1.2 shall apply except as follows:

(1) For Independent Living Apartments, there shall be one space per Apartment.

(2) For Assisted Living units and Alzheimer's/Memory Loss units, the parking requirement shall be one space for every two beds, plus one space for each two employees on the largest shift.

(b) Notwithstanding anything to the contrary elsewhere in this Bylaw, including but not limited to Section 4.4.8.4, in the event that land located in the Single Residence B Zoning District

(1) is adjacent to the Avery Square Overlay District;

(2) is in common ownership with adjacent land located in the Avery Square Overlay District; and

(3) prior to approval of this Section 3.15, was improved as a parking area associated with a building located in the Avery Square Overlay District;

then, provided that said land extends into the Single residence B Zoning District not more than one hundred (100') feet from the boundary line between the Single Residence B Zoning District and the Avery Square Business District, said land may, as a matter of right, be used as a parking area accessory to uses permitted in the Avery Square Overlay District by right or by special permit.

3.15.6 Affordable Housing

Any mixed-use building with ten or more Independent Living Apartments shall include affordable housing units as defined in Section 1.3 of this By-Law. The following requirements shall apply to a development that includes affordable units:

(a) If the Applicant provides at least one-half of the affordable Independent Living Apartments for households with incomes at or below 50% of area median income, the remaining affordable Independent Living Apartments may be rented to households with incomes up to 100% of area median income even if the latter units are not

eligible for the Subsidized Housing Inventory, regardless of any requirements to the contrary set forth in Section 1.3.

- (b) For a development with ten or more Independent Living Apartments, twelve and one-half percent (12.5%) of the Independent Living Apartments shall be affordable units. In the instance of a fraction, the fraction shall be rounded up to the nearest whole number. There shall be no affordable housing requirement for nursing homes, convalescent homes, Assisted Living and Alzheimer's/Memory Loss Facilities, or residential care institutions or facilities.
 - (c) Affordable units shall be dispersed within the building and not concentrated in one area or on one floor. They shall generally be comparable in size, energy efficiency, quality, convenience, and unit-specific real estate-related amenities to the development's market-rate units. Services and other amenities that may be purchased by residents on a voluntary basis are not to be considered unit-specific real estate-related amenities and are excluded from such comparability requirements.
 - (d) The selection of eligible homebuyers or renters for the affordable units shall be in accordance with a marketing plan approved by the Needham Planning Board prior to the issuance of any building permits for the development.
 - (e) The affordable units shall be subject to an affordable housing restriction as defined in Section 1.3 of this By-Law with limitations on use, occupancy, resale prices or rents, as applicable, and which provides for periodic monitoring for compliance with the requirements of said restriction.
- (d) Amend Section 4.4.4 Front Setback, by adding the following paragraph after the fourth paragraph of that section:
- In the Avery Square Overlay District, the setback, if any, shall be kept open and landscaped with grass, plants, and other non-paving materials such as mulch, and shall be unpaved except for patios, walks, and driveways as defined in section 4.4.5. Walls (including walls serving in part as retaining walls) no higher than 36 inches above the grade of the patios, as well as fencing and privacy screening, along the front and side edges of the patios, shall be allowed in the Avery Square Overlay District.
- (e) Amend Section 4.4.6 Enclosed Parking, by adding the phrase "for each square foot" before the words "of parking space (excluding driveways and aisles)" on the fourth line of the first paragraph of that section so that it reads as follows:
- Whenever off-street parking is provided underground and/or within a building itself, the maximum area coverage of the building may be increased up to the

limits of the required setback as provided herein. The lot coverage of the building may be increased up to 2 ½ % points above the maximum allowed percentage, by one square foot for each square foot of parking space (excluding driveways and aisles) that is underground and/or within the building itself.

Parking which is under a building or partially underground shall, except for driveways, be separated from the street line by building space occupied by the principal use, not by parking.

In the Center Business District, enclosed parking shall be entirely below the grade of adjoining streets measured at their respective center lines. Access to enclosed parking shall be from the rear of the building. If provided, enclosed parking shall not be visible from the street. The placement of parking underground shall not raise the first non-parking floor of a structure above grade. Municipal parking facilities in the Center Business District shall be exempt from this provision.

- (f) Amend Section 7.6.1 Special Permit Granting Authority, by adding the number “3.15” after the number “3.14” on the second line of that Section so that it reads as follows:

The Planning Board shall act as a Special Permit Granting Authority only where so designated in Sections 3.4, 3.8, 3.9, 3.10, 3.14, 3.15, 4.2.10, 4.2.11, 4.2.12, 4.4.5, 4.4.9, 4.4.10, 5.1.1.6, 6.6, 6.8, and 7.4 of this Bylaw. In all other cases the Board of Appeals shall act as the Special Permit Granting Authority. Procedures and decision criteria for the Planning Board shall be the same as specified in Section 7.5.2 and Section 7.5.3 (second and fourth paragraphs) for special permits acted on by the Board of Appeals, except where alternative or supplemental criteria are specified, such as at Sections 3.4 and 6.6.

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be Made at Town Meeting

**ARTICLE 2: AMEND ZONING BY-LAW – MAP CHANGE TO AVERY SQUARE
OVERLAY DISTRICT**

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map as follows:

- (a) Place in the Avery Square Overlay District all that land described as follows, and superimposing that District over the existing Avery Square Business District:

Beginning at the point of intersection of the westerly sideline of Highland Avenue and the northerly sideline of what was formerly known as Hildreth Place (said former Hildreth Place as shown on Needham Town Assessors Map 63); thence running northerly by the westerly sideline of Highland Avenue to the point of curvature of a curve having a radius of 20 feet and an arc length of 29.27 feet; said curve being a property rounding of the intersection of the westerly sideline of Highland Avenue and the southerly sideline of West Street; thence running northerly, northwesterly, and westerly by said curve to the point of tangency of said curve located on the southerly sideline of West Street; thence running westerly by the southerly sideline of West Street to the point of intersection of the southerly sideline of West Street and the easterly right of way line of MBTA property; thence running southerly by said easterly right of way line of MBTA property to the intersection of the easterly right of way line of MBTA property and the northerly sideline of what was formerly known as Hildreth Place; thence running easterly by the northern boundary of what was formerly known as Hildreth Place, to the point of beginning.

The land is also shown on Needham Town Assessors Map 63, Parcel 37, but excluding any land to the south of the northerly sideline of what was formerly known as Hildreth Place.

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be Made at Town Meeting

Article Explanation: This article describes the geographical boundaries of the new Avery Square Overlay District, which is bounded on the north by West Street; on the east by Highland Avenue; on the south by the northern and western boundaries of the property located at 1049 Highland Avenue and the northern boundary of the property located at 95 Dana Place; and on the west by the MBTA commuter railroad right-of-way.

NEEDHAM PLANNING BOARD MINUTES

April 7, 2020

The Planning Board Virtual Meeting using Zoom [teleconference](#) was remotely called to order by Martin Jacobs, Chairman, on Tuesday, April 7, 2020, at 7:00 p.m. with Messrs. Owens, Alpert and Eisenhut and Ms. McKnight, as well as Assistant Planner, Ms. Clee.

Mr. Jacobs reviewed the rules of conduct for ~~z~~Zoom meetings. He noted there would be no public comments at this meeting. The public may submit comments via email or writing to the Planning Board if ~~there are~~ [the public has](#) any issues with matters continued tonight to the 4/21/20 meeting at 7:00 p.m.

Appointment:

7:15 p.m. – Presentation and discussion: Update on Emery Grover Building working group.

Hank Haff, representative for the Emery Grover working group, stated the group has been working for over 6 months looking at options for the School Department's Emery Grover Building. It is out of date and too small. They are looking at the most viable solution. The Select Board requested 2 options both at the same site. Option 1 would be to [demolish the existing building and construct a new building on the site closer to Highland Ave.](#) ~~an addition and renovate the building and~~ Option 3 would be to [fully renovate the](#) ~~demolish the~~ building and build [an addition to the back of the existing](#) ~~a new~~ building. Both options would require action by the Planning Board such as zoning changes for the A1 District [Floor Area Ratio \(FAR\)](#) and waivers associated with parking.

~~Reeee-Reese~~ [Reese](#) Schroeder [an Architect with BH+A](#), representative for the Permanent Public Building Committee (PPBC), stated 2 of 6 options are being looked at. A new building on the same site is the best option [from a parking perspective, but demolishes an important historic building](#). Both options are on the same site. He reviewed the requirement in the A1 zoning district – FAR is 0.5 for a maximum of 23,077 gross square feet for the 1.06 acre site and the maximum height is 3 stories or 40 feet. The parking is one space per 300 feet for office. There are some areas of non-conformance. The new building would have 30,419 of gross square footage which exceeds the FAR at 0.66. The renovation and addition would have 30,266 of gross square footage with an FAR of 0.74 with 4 stories over 50 feet in height.

Mr. Schroeder noted the [existing building](#) ~~project~~ does not meet the side yard setback. There are 101 parking spaces [required](#) for the new building and 114 for the renovation [per the zoning code](#). With the new building there would be 66 new spaces with 3 handicap spaces and a deficiency of 39 spaces. The renovation would have 36 spaces with 2 handicap spaces and a deficiency of 78 spaces. The PPBC could construct 24 off-site parking spaces at the ~~StephenSteven~~ Palmer site but the distance from the Emery Grover building is greater than 500 feet. He noted remote parking [per the bylaw](#) must be within 300 feet of the site. He reviewed the waivers which include ~~FAR~~, parking spaces, additional future parking and remote parking at a distance greater than 300 feet. A renovation would also have additional waivers of height and side yard setback. There is a non-conforming driveway opening on Highland Avenue. [Both options would require a Zoning Bylaw amendment regarding the allowable FAR.](#)

The proposed new building is within the allowed setbacks, [height limit](#) and parking will be behind. There will be a 1,200 square foot conference center and the school Information Technology Department. The remote parking could be increased by building a parking ~~area~~ ~~lot~~ on Pickering Street. That would provide 22 more parking spaces. There will be a one-way, double loaded angled parking lot. The architect's design has not been vetted yet so he is just suggesting general massing only. There will be a full below grade basement with 3 stories above. Each floor will be 13 feet 4 inches to maintain the 40 foot roof height. The existing [parking areas](#) ~~lots~~ on Pickering Street are for residents or for lease and are not considered in this study. The site is zoned A1 Apartments and is not in the Needham Center Overlay District. This conforms to all setback requirements.

Mr. Schroeder noted the existing building has an FAR of 0.4. The ~~project~~ [new building option](#) needs a minimum of 101 parking spaces and there are 67 spaces currently. With the new construction there would be 63 spaces behind

for a non-conforming parking count. With Pickering Street there would be 85 spaces and a waiver for number of spaces would be needed. There would also be a waiver for the remote location at more than 300 feet away. He noted Option 3 is the renovation with construction of a 50 foot addition to the rear. He reviewed the necessary waivers and gave a summary of the zoning requirements. There would be exterior historical renovations if Option 3 were chosen. The existing building is 55 feet high pre-existing, non-conforming. There would be an addition of 3 stories that would match the existing above 40 feet. The existing drive is non-conforming. Mr. Haff stated there are a number of challenges. The reuse of the site and location for the School Department have been identified as very important aspects by the School Committee and School Department. There would need to be a number of waivers and the FAR changes to the Zoning By-Laws in order to accomplish this. The town went through new By-Law changes with the new school on Central Avenue. The working group would like feedback from the Planning Board. He noted this is a very preliminary discussion.

Ms. McKnight stated she agrees with the decision to have the school administration in the downtown location. She is in favor of historic preservation but she is torn on this project. She noted the Stephen Palmer property off site on Pickering Street is out on long term lease by the Town. How feasible is it to use that strip for parking? Mr. Haff noted the long-term lease goes until 2027 and was a 50 year lease. The timing of reconstruction is such that it would not open for 3 to 4 years at the earliest. He has not explored in detail putting in that additional parking or vetted with only the PPBC but the Select Board has offered it as the only option other than on street parking. Ms. McKnight asked what Zoning By-Law amendment is needed for the A1 District. She asked if consideration has been given to increase the FAR of the A1 District. She feels that should be looked at as an option and might be a simple solution. Mr. Haff stated he has not an FAR increase would be required for either ~~looked at that as an~~ option.

Mr. Jacobs asked if the town owns the Stephen~~Steven~~ Palmer site currently and was informed it does. He asked if future parking will be available at the 2027 termination date. Mr. Haff stated 22-24 spaces may be available sooner. The town would need to look at all options. Mr. Owens asked if the existing Emery Grover building was historical. Mr. Haff stated it is on the state and national register. Mr. Owens asked if the option of renovation and addition is more expensive than the tear down. Mr. Haff stated the next step is the cost estimate and will include a temporary relocation to the Hillside School for the 2 year renovation. Mr. Owens asked if the current building is functionally obsolete. Mr. Haff stated yes, there is no ADA access, no elevator and it is not sprinklered. It was fully code compliant when constructed in the 50s~~1890's~~.

Mr. Eisenhut stated in an ideal world the historic façade could be preserved and an addition put on. He sees preservation as politically welcome in the Town and pleasing. He asked if Option 3 would create a much larger number of gross square footage and less parking and was informed it would. He commented he does not like paying in front as it is not aesthetically pleasing. Option 3 continues the parking in front. He feels the façade should be preserved, the parking in front taken away and ~~not doing quite as large as the~~ addition in the back should not be quite as large. He asked if that has been considered. Mr. Haff stated they looked at preserving the front façade and adding a footprint of ~~the~~ total new construction. This is the most expensive option. A small addition is less efficient than a total reconstruction. Mr. Eisenhut stated Option 3 is really squeezing the property. He feels the parking area is really underutilized.

Mr. Schroeder noted there is a staff of 54 plus visitors. The IT Department has 15 employees with work stations and like the van drivers are in and out during the day. The School Department has been ~~requiring~~ requesting 100 spaces but far fewer are needed for full time staff. ~~Less~~Fewer spaces would require people to park on the street. The 100 spaces include spaces needed to support the large meeting area. Mr. Eisenhut stated he would like to see the façade saved, be aesthetically pleasing and not have parking in front unless necessary.

Mr. Alpert agrees with the others comments. He has no problem with the request for additional FAR. The renderings meet height requirements. He is concerned with parking, with how many employees and traffic in and out. Option 3 with 36 spaces is nowhere near the amount of parking needed. Parking on the street in that area is already a problem. Option 1 looks like parking may be all right. He is not vested in saving the façade as long as it looks nice. He is fine with the FAR change request but parking is a huge problem. Mr. Jacobs agreed with all that has been said. Option 3 would not work. The parking is way too limited. He is not wedded to the historic nature

of the building. There are limited options and Option 1 is better than Option 3. He has no problem with the FAR increase but parking is a problem.

Steven Popper, of the PPBC, stated he appreciates the comments. The comments have been helpful and he has a better understanding of issues going forward. He will price both schemes to understand the aspects of the costs. Mr. Jacobs asked if there was a sense of the timing of how long it would take to do that. Joel Bargman noted they were ready to start next week and it will be 2 weeks to get the cost estimates together. They are looking at the end of April to report back to the PPBC. Ms. McKnight stated the building is on the federal and state historic register. The schools get significant grant money from the state. She asked if there is similar state funding available for the administration building and, if it was sought, would the historic designation be a barrier to getting funds. Mr. Haff stated the MSBA does not fund school administration buildings. There might be other grants for historic preservation that could be requested if renovated. It could potentially be funded partially through Community Preservation Act (CPA) funds but that is still taxpayer funded. He asked if the FAR would be waived down or does it have to go to Town Meeting. What would the timing be if it has to go to Town Meeting? Mr. Jacobs stated he is not sure if it could be waived. Ms. McKnight stated she is not sure it could be waived in the Apartment 1 District. The Board could issue a Special Permit for something already non-conforming but not non-~~complying~~onforming with FAR.

Mr. Jacobs noted there was no firm answer. If it is a zoning change to Town Meeting it would at best be in the Fall. The Planning Board would need to think about timing but it is possible to be ready for the Fall.

Discussion of Beth Israel Deaconess Hospital Needham request to extend a pre-existing, non-conforming setback.

Michael Kelly, Director of Facilities for BID Needham, noted this was non-conforming for many years before he started. This was an awning 9 feet off the property line that needed to be removed for the temporary compounding pharmacy. The Department of Public Health required the hospital to build a vestibule in lieu of the awning for a compounding trailer for the pharmacy. The pharmacy was built and the trailer went to another facility. They were left with the structure which is a vinyl sided eye sore. It was built under Needham regulations and is a fully sprinkled building. The building is 20 feet off the property line. The hospital proposes to add faux brick or full brick to the exterior of the building with a sliding glass façade to match the other façades from 1948 and 1965. They will match it as best as they can. The proposal is to remove the concrete half rounds that made the driveway and add foliage. Presently the variance allows pick up and drop off of patients there.

Ms. McKnight stated she reviewed the original Special Permit granted in 2007 and the amended Special Permit granted in March 2019. She walked by and took photos of the temporary structure. She feels the area in question should revert to the prior use such as persons brought by ambulance on a non-emergency basis. She does not see why the temporary portico is not removed and brought back to the original entrance. She asked why it has to extend so far out that it violates the setback requirement. Also, she does not understand why the masonry wall has to be removed. The wall is behind the plantings. She feels it is an appealing feature of that area. Mr. Kelly noted the applicant is obligated to put back the awning. It is not aesthetically pleasing and sticks out. The awning is too short in height. Economics make sense to having something aesthetically pleasing and avoid issues down the line. The wall removal will not be noticeable if it was taken down with an appropriate planting package.

Mr. Owens stated he is not clear on why the original promise needs to be cast aside. The Board was told in 2019 the compounding pharmacy was a one-time event and the area would be put back in its original condition. Mr. Kelly stated the hospital wants to adhere. They were looking at what needed to be done for this compounding pharmacy and what would happen if there were issues down the road. They would not be able to bring in mobile equipment quickly if necessary so they would like to save the vestibule. Mr. Owens stated that is not persuasive. Mr. Eisenhut noted the setback requirement is 25 feet and it will be at 20 feet. He suggested bringing it back the 5 feet. Mr. Kelly stated the nonconformity with the original awning is approximately 9 feet and within the vestibule ~~would~~ will be at 20 feet. He will look at it.

Ms. McKnight stated it could be a minor modification. The Planning Board could vote to not put the awning back as a minor modification. Keeping the new entrance would be an amendment to the Special Permit and may need a hearing. Mr. Alpert stated there is a huge difference between allowing disparity from the setback requirement for the awning high up versus a new structure. He understands the desire and reasoning for keeping the structure. He feels this would be an amendment and not a minor modification. He sympathizes with the hospital's desire for this. He would like to see a more formal application. Mr. Jacobs had nothing to add.

Mr. Kelly stated he respects the comments. He asked if he should prepare a package for a Planning Board hearing. Mr. Jacobs noted he should and he suggested the applicant speak with the abutters first. Ms. Clee suggested the applicant talk about use changes if any. It should be clear what the hospital would be ~~proposing-proposing~~, including emergency situations.

Update on Scope of Traffic Study for Highland Commercial 128 zoning.

Ms. Clee stated the plan is to get the appropriation at the Special Town Meeting in the Spring and do traffic counts in the Fall. Mr. Jacobs commented he anticipates the counts assume that traffic will have returned to normal by the Fall. Ms. Clee feels the hope is to get close enough. Mr. Owens stated the Board needs to figure out what can be supplied to the Finance Committee and what would satisfy them. He would say that unless traffic has returned to some semblance of normal they would not pay attention to any traffic study done. It makes sense to go ahead and ask for funding but it is still a big unknown when to go ahead with the study. All agreed the Planning Board should seek the funding but not go ahead yet.

Mr. Alpert stated if traffic is not back to normal by September maybe this ~~project-study~~ should be shelved. Adam Block, candidate for the Planning Board, asked what had happened to the original request of \$30,000. Has that been spent? Ms. Clee was not sure. Mr. Jacobs' belief is a prior study has essentially been completed. This is money for a new study with an increase in the scope of the study. Ms. McKnight believed there was a traffic study done for the rezoning of the Muzi site. This is talking about the need for another traffic study. If put off, she does not see anything that says the prices will still be good.

Mr. Block recalls there were traffic study results presented at a prior Town Meeting. Ms. McKnight noted the Board thought to re-engage the consultants for expanded scenario traffic counts but realized the old traffic counts were too old. Mr. Alpert agreed they were using the old data. ~~Mr. Block asked if the hospital has permanent CAT scan or PET scan capabilities. Ms. Clee will check on that tomorrow.~~

Discussion of Planning Board meeting schedule.

Ms. Clee noted there will be a meeting by Zoom on 4/15/20 at 7:00 p.m. and the Board will convene at 6:45 p.m. There was a meeting scheduled for 4/21 but that will be canceled. There was no early May meeting due to Town Meeting. There could be an early May meeting scheduled now as Town Meeting has been postponed until June. She proposed 5/5/20. All agreed. She added all Zoom meetings will begin at 7:15 p.m. going forward.

Minutes

Ms. McKnight noted in the minutes of 1/7/20, under Highland Commercial 1 Rezoning, 4th paragraph, last sentence, take out "there was."

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

VOTED: to accept the minutes of 1/7/20 with the one change discussed.

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

VOTED: to accept the minutes of 12/17/19 and 1/21/20 as revised.

Correspondence

There is no correspondence.

Report from Planning Director and Board members

Ms. McKnight noted she viewed the Zoning Board of Appeals Zoom ~~meeting~~hearing and recommended linking onto that as she felt it was helpful to see how a hearing can be handled. Mr. Jacobs commented the meeting went better than expected and he thanked all.

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

VOTED: to adjourn the meeting at 9:00 p.m.

Respectfully submitted,
Donna J. Kalinowski, Notetaker

Jeanne S. McKnight, Vice-Chairman and Clerk

NEEDHAM PLANNING BOARD MINUTES

April 15, 2020

The Planning Board Virtual Meeting using Zoom was remotely called to order by Martin Jacobs, Chairman, on Wednesday, April 15, 2020, at 7:00 p.m. with Messrs. Alpert and Eisenhut and Ms. McKnight, as well as Planning Director, Ms. Newman and Assistant Planner, Ms. Clee.

Mr. Jacobs noted this is an open meeting that is being held remotely because of Governor Baker's executive order on March 12, 2020 due to the COVID Virus. All attendees are present by video. He reviewed the rules of conduct for zoom meetings.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the four members present unanimously:

VOTED: to automatically continue the meeting to 5/5/20 at 7:00 p.m. with the same zoom ID number if any technical difficulties arise that keep the Planning Board from continuing this meeting.

Public Hearing:

7:05 p.m. – Article 1: Map Change to General Residence B Zoning District

Mr. Jacobs noted this is a map change for the Town Meeting Warrant. There is a legal notice in the packet.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the four members present unanimously:

VOTED: to waive the reading of the public hearing notice.

George Giunta Jr., representative for the applicant, noted he is there to present a Citizen's Petition for a zoning map change. The section is 23 parcels on the edge of the Single Residence A (SRA) District generally between Hunting Road and Route 128. He reviewed the SRA requirements – 1 acre, 150 foot frontage, 30 foot minimum front setback, 15 foot rear setback and 15 foot side setback for existing and 25 foot setback for new construction. None of the 23 parcels meet the requirements. Only 4 parcels meet the frontage requirement. He is not clear on the current planning objective to keep them in the SRA District. All parcels are fully developed and non-conforming. It is Single Residence B (SRB) District across the street. The Citizen's Petition is to rezone and 18 of the 23 parcels have signed on and support. Others are also in support. He noted this has been discussed for several years. It can proceed as of right if put in the SRB District. He would like the Planning Board's support.

Mr. Alpert stated he had no comments or questions. Ms. McKnight stated she took a walk around the neighborhood. It appears the area in question does not look any different from the SRB Zone across the street. She sees no reason not to support it. Mr. Eisenhut commented he supports it. He stated the town needs to be treated as a whole. This is a particularly concentrated area. He asked if there are other areas in town where it is this concentrated. He also asked if anyone had been denied a Special Permit in this area. Mr. Giunta Jr. stated the issue is not obtaining a Special Permit but a matter of process. The lots really are a mirror image of across the street. He noted it is an extra burden to have to go through the process. He stated Needham originally had 3 zones and his thought is the lots were laid out when Needham had a third zone.

Ms. Newman noted the circumstances existed in other areas. One area that stands out is the Clarke Road and Rolling Lane area. The lots are laid out in a 20,000 square foot profile and now in the SRA District. She feels it is appropriate for a modification in this area. Mr. Eisenhut stated it is a unique parcel. He is not enthusiastic about it but will support it. Ms. McKnight stated the Zoning Board of Appeals (ZBA) is very conservative in how it interprets and grant permits. Mr. Jacobs noted 18 of 23 are in support and asked if the other 5 are in opposition or unwilling to sign. Mr. Giunta Jr. stated he has not heard of any in opposition. Some could not be reached and some would not sign but are in support. Bruno DeFazio, of 176 Hunting Road, stated he went around and got signatures. All but one supported it and only one did not want to sign because she could not be bothered.

Upon a motion made by Ms. McKnight, and seconded by Mr. Alpert, it was by a roll call vote of the four members present unanimously:

VOTED: to close the hearing and take it under consideration for a recommendation to Town Meeting.

Article 2: Amend Zoning By-Law – Pediatric Medical Facility in New England Business Center District.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the four members present unanimously:

VOTED: to waive the reading of the public meeting notice.

Robert Smart, representative for the applicant, stated if adopted by Town Meeting the hospital would require a Special Permit. The hospital is seeking to construct a pediatric medical facility at 380 First Avenue in the New England Business Center District and parking facilities as required. He believes Children's Hospital will bring a significant benefit to the Town such as world class pediatric care, physician training, innovative research, collaboration with the schools and support for Town health initiatives. The hospital would make payments in lieu of taxes. He feels there will be a positive fiscal impact. The applicants have met with the Planning Board, Selectboard, Town Manager, Finance Committee, Town Engineer, Police Chief, Building Commissioner, School Superintendent and School Committee. He has a letter of support signed by 87 town residents. Mr. Jacobs noted he has received that letter and it will be part of the record.

Mr. Smart noted there are 3 components – it will add medical facility pediatrics, owned/operated and managed by the pediatric hospital and amend the required parking table to one space per 290 square feet. Tim Sullivan, of Gouldston and Stors, described the area. This is in the New England Business Center (NEBC) District and is bordered by Route 128, Highland Avenue, Charles River and Newton and Cutler Park and Kendrick Street. The proposal is for a special permit use in this area. A new defined term is being added and a new special permit use in the NEBC that is creating a defining standard for which parking has to be provided. He described conversations they have had and how the new defined terms came about as a qualifier for the proposed use. He noted the proposal is not for a hospital but an outpatient, ambulatory center. A frame of reference would be the Children's Hospital in Waltham. He stated the definition needs to be added to the By-Law first.

Mr. Sullivan stated the second component would be to add a new special permit use in the NEBC. He noted there will be day procedures, labs, radiology and doctors offices. The components need to be captured. There is no existing definition that is comprehensive. The third part is to create a parking standard. He feels one space for 290 square feet of floor area is an appropriate standard. He described the area and location of the proposed facility and the site plan of the area. The proposal is for a pediatric medical facility at 380 First Avenue. He showed the approved but undeveloped projects. He noted there is no plan to build either of the approved offices at this time. This project will build the 925 space parking garage.

Sean Manning, of VHB in Boston, stated he tried to define an appropriate standard for parking for pediatric medical. He used Brookline, Peabody and the old Waltham Hospital and he explained the parking at each of those facilities. Needham will be primarily ambulatory as are these comparables based on size and facilities. He reviewed the estimated parking requirement summary. He noted he did an operational assessment and anticipated trip generation comparison. He stated he counted every drive and entry into and out of Founders Park and the a.m. peak is higher by about 1%. The evening is slightly higher by about 6%.

Mr. Sullivan noted the prospective economic and community benefits. The applicant will pay 100% of the assessed real estate tax. They will enter into a PILOT agreement to make a payment in lieu of taxes. This will be an innovation hub for Boston Children's Hospital. He feels the food and lodging will be increased due to the project. He noted there are 250 Needham residents currently employed by Children's Hospital. Children's is a long term citizen of the area and will be around for a long while. He noted an economic analysis has been done. Construction will begin around 2022 and will have a \$130 million economic impact. There will be about 680 jobs and \$1.2 million in state and tax revenue. There will be \$52 million increased activity in Needham. They are proposing a comprehensive defined pediatric facility. He feels it is in line with the town's goals and he would like the Board to favorably recommend the article.

Jeff Maxtutis, of BETA, reviewed the timeline of documents for parking and trip generation. Mr. Jacobs noted all those reports have been provided to the Planning Board and are all included in the record. Mr. Maxtutis noted the reference documents he used. Justin Curewitz, of BETA, reviewed the peer review comments regarding the parking demand and trip generation with a summary of the 2 reviews. He noted the outstanding parking demand comments and stated he wants to see the backup data on that and comments on space types. He wants further information on how the parking metrics were determined. He noted the hotel room numbers changed from 129 to 180 and there is a 55 space parking increase that needs to be included. He came up with an average of 3.55 spaces per 1,000 square feet. 1,605 spaces would be needed.

Mr. Curewitz reviewed his recommendations and trip generation summary. Mr. Jacobs asked Mr. Curewitz to define the a.m. and p.m. peak hours. Mr. Curewitz noted there is a one hour peak between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 6:00 p.m. Counts are taken in 15 minute intervals for one hour. Mr. Alpert thanked Children's Hospital and the representatives. They have met with the Planning Board numerous times where concerns were raised and the hospital was very cooperative meeting the concerns and working with the Planning Board on wording changes. He is more than satisfied with the final result. He just wants to clarify there are 3 parcels but only one parcel is being developed at this time. He asked if the hospital was planning to purchase all 3 parcels at this time and was told that was correct.

Mr. Alpert stated the parking and trip generation studies were recently received. The Board will need time to review the reports prior to the recommendation to Town Meeting. Mr. Eisenhut stated it was an excellent presentation and he likes the use. He feels the trip generation will probably come up at Town Meeting in a broad sense. He also feels people will talk about Hunting Road and Kendrick Street. Access could be through Kendrick Street. He noted PTC is a large building on the lake that is vacant. This will come up. He is not sure how that traffic generation was incorporated in. Mr. Curewitz feels there will be levels of detail like that that will be further studied. Mr. Eisenhut stated he is trying to anticipate what questions Town Meeting will have.

Ms. McKnight noted BETA is recommending a more recent traffic count. PTC was vacant at the time the counts were done. Mr. Manning stated he accounted for the vacancy and unused spaces. Ms. McKnight asked if there was a way to factor in counts as if that building was occupied for office use. She added that updated traffic counts cannot be done at this time. Mr. Manning stated PTC is not inside the 128 District and would not be part of this count. He stated it would be helpful to have more data. Ms. McKnight stated she agrees with Mr. Alpert. She needs more time to review the revised documents received in the past few days.

Ms. McKnight asked if the hearing should be continued in case there are further questions once reviewed. Mr. Jacobs understands there are still a few open concerns. He believes VHB intends to make clarifications and he feels the hearing will be continued. Ms. Newman noted it will be continued to 5/5/20 to get responses from VHB. Mr. Jacobs wants to make clear the reports by VHB and BETA are helpful but are not exact computations. They are best estimates. There will be further studies and details if approved. There were no public comments.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the four members present unanimously:

VOTED: to continue the hearing to the 5/5/20 meeting at 7:30 p.m.

Mr. Jacobs noted the continued hearing will be the same meeting ID number. Ms. McKnight asked if members of the public had questions prior to the meeting what would be the best way to submit them. Ms. Newman noted comments should be emailed to the Planning Department.

Minutes

Upon a motion made by Ms. McKnight, and seconded by Mr. Alpert, it was by a roll call vote of the four members present unanimously:

VOTED: to accept the minutes of 2/4/20.

Correspondence

There was no correspondence.

Report from Planning Director and Board members.

Ms. Newman noted she wants to share she has been forwarding memos from KP Law that are helpful. The Planning Department is moving to accept electronic permits. The Farmer's Market will be the first. This will allow projects to go forward.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the four members present unanimously:

VOTED: to adjourn the meeting at 8:45 p.m.

Respectfully submitted,
Donna J. Kalinowski, Notetaker

Jeanne S. McKnight, Vice-Chairman and Clerk

DRAFT

NEEDHAM PLANNING BOARD MINUTES

May 5, 2020

The Planning Board Virtual Meeting using Zoom was remotely called to order by Martin Jacobs, Chairman, on Tuesday, May 5, 2020, at 7:15 p.m. with Messrs. Alpert, Owens and Eisenhut and Ms. McKnight, as well as Planning Director, Ms. Newman and Assistant Planner, Ms. Clee.

Mr. Jacobs took a roll call attendance. He noted the Needham Farmer's Market De Minimus Change has been postponed to the 5/19/20 meeting. The Article 1 map change scheduled for a 7:30 p.m. public hearing has been dealt with and is off the agenda.

He noted this is an open meeting that is being held remotely because of Governor Baker's executive order on March 12, 2020 due to the COVID Virus. All attendees are present by video. He reviewed the rules of conduct for zoom meetings. This meeting will allow public comment. He noted if any votes are taken at the meeting the vote will be conducted by roll call.

Upon a motion made by Ms. McKnight, and seconded by Mr. Alpert, it was by a roll call vote of the five members present unanimously:

VOTED: to automatically continue the meeting to 5/19/20 at 7:00 p.m. with the same zoom ID number if any technical difficulties arise that keep the Planning Board from continuing this meeting.

Request to Withdraw Application on ANR Plan – 766 Chestnut Street, LLC, Petitioner (Property located at 766 Chestnut Street, Needham, MA).

Mr. Jacobs noted a letter from Attorney Robert Smart, dated 4/28/20, to the Planning Board requesting withdrawal of the application without prejudice.

Upon a motion made by Ms. McKnight, and seconded by Mr. Alpert, it was by a roll call vote of the five members present unanimously:

VOTED: to allow withdrawal without prejudice of the application for ANR for 766 Chestnut Street.

Request to Extend Action Deadline: 390 Grove Street Definitive Subdivision Amendment: Elisabeth Schmidt-Scheuber, 390 Grove Street, Needham, MA, Petitioner (Property located at 390 Grove Street, Needham, MA).

Mr. Jacobs noted a letter from Attorney George Giunta Jr., dated 4/28/20, to Ms. Newman requesting the hearing be continued to 6/30/20 or the next earliest meeting of the Planning Board and to extend the action deadline to 7/30/20.

Upon a motion made by Ms. McKnight, and seconded by Mr. Alpert, it was by a roll call vote of the five members present unanimously:

VOTED: to accept the request to extend the action deadline on 390 Grove Street to 7/30/20.

Minutes

Ms. McKnight noted she has reviewed and drafted changes for the 2/18/20 minutes. She will create a PDF of the mark up and email it to the Planning Director and Board members. She will do the same with the 3/6/20 draft when she is able to review them. Mr. Jacobs stated the other members should do the same if they have comments.

Correspondence

There is no correspondence.

Public Hearing: Article 2: Amend Zoning By-Law – Pediatric Medical Facility in New England Business Center Business District. Please note: This hearing has been continued from the April 15, 2020 meeting.

Mr. Jacobs noted this is a continuation of a request for a Citizen's Petition. Ms. Newman gave an update. There were 2 unresolved issues – a parking generation report and a trip generation report. BETA, a peer reviewer, was hired to look at the parking and trip generation numbers. Children's Hospital needed to look at the outstanding questions. The hospital has answered the questions and provided documents. The peer reviewers have looked at the numbers also. Sean Manning, of VHB in Boston, stated he will not present anything tonight. The information is identical to what was presented in April. He had some back and forth with BETA and has a follow up memo from BETA. He feels they have closed out the issues.

Timothy Sullivan, of Gouldston and Stors, gave a copy of the information from the last meeting. He stated he was only at the meeting to answer any questions. Attorney Robert Smart, representative for the applicant, commented they are asking for a favorable recommendation. Jeff Maxtutis, of BETA, gave a document review summary. He feels they have addressed the comments at this time and all information appears reasonable.

Justin Curewitz, of BETA, covered the peer review comments. He noted there were 7 original comments for parking demand and all have been addressed. There were 7 original comments for trip generation and all those have been addressed. He gave a quick summary from the previous meeting of the parking demand summary which is 3.52 average per 1,000 square feet. There would be 1,592 spaces required. He noted for the trip generation summary there would be 282 additional peak trips in the a.m. and 361 additional peak trips in the p.m. This is acceptable based on their review.

Ms. McKnight stated the last version was confusing. In BETA's 4/30/20 memo summarizing all, the applicant responded to the concern that the traffic counts were taken when the building may not have been occupied. She would recommend monitoring over time. She wants to be clear there may be some updating at the time of the Special Permit request. She wants a condition that there could be traffic and parking counts in the future. Mr. Sullivan stated there is often a monitoring requirement. He will work with the Board on that. He agrees that the conclusions in the reports are useful for reference but none dictate what should be done here.

Mr. Owens stated he has no comments. He agrees with Ms. McKnight. This is a piece of data but not definitive. Mr. Eisenhut echoed what Ms. McKnight said regarding future monitoring but the Special Permit request would be the time to discuss that. He is more concerned with traffic generation than parking. Mr. Alpert stated he is on board with Ms. McKnight's comments. He is focused on parking and is satisfied the parking requirement is a reasonable number at 1 space per 290 square feet. He commented VHB and BETA both did outstanding jobs presenting to the Planning Board.

Mr. Jacobs stated he had no comments. He feels the same way as the others. Lisa Hogerty, Senior Vice-President of Children's Hospital, thanked the Board for their input and the BETA team for being as precise as they needed to be. Mr. Smart stated it is a good Article as redrafted. Mr. Jacobs noted there are no public comments. He stated there was a request from either the Selectboard or the Town Manager to delay a vote or recommendation until the PILOT agreement was resolved. Ms. Newman stated it was recommended to her the Planning Board take no action until the Town has finalized the agreement.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the five members present unanimously:

VOTED: to close the hearing.

Report from Planning Director and Board members.

Ms. Newman gave an update on upcoming projects. The Planning Department is continuing with the permitting process electronically. She has received 2 subdivision filings. A 6 lot subdivision off Chestnut Street involves one parcel that is part of the ANR that was just withdrawn. Also, there is a PRD proposal at the end of that. She

is distributing information to the different departments to get feedback. The hospital has a deminimus change to their Special Permit to extend the life of a trailer behind their facility during the period of the pandemic. The project redevelopment of the Carter building to provide for assisted and individual living is moving forward. She anticipates proposed zoning changes and fiscal impact and traffic studies. It is on the agenda for 5/19/20. Ms. McKnight asked if the use is not similar to the previous use. Ms. Newman stated the use is similar but the change is not around use. The building is non-conforming as to height. The applicant wants to put a 4th story on a small portion in the back.

Upon a motion made by Mr. Alpert, and seconded by Ms. McKnight, it was by a roll call vote of the five members present unanimously:

VOTED: to adjourn the meeting at 8:02 p.m.

Respectfully submitted,
Donna J. Kalinowski, Notetaker

Jeanne S. McKnight, Vice-Chairman and Clerk

DRAFT

**License Agreement
Between
Needham Farmers Market, Inc.
and
The Town of Needham**

This License Agreement is made this 4th day of June, 2020, by and between the Needham Farmers Market Inc., a not for profit corporation, with its principal place of business at 28 Perrault Rd, Apt.1, Needham, MA 02494, (LICENSEE), and the Town of Needham, Massachusetts, a municipal corporation with its usual place of business at 1471 Highland Ave., Needham, MA 02492 (LICENSOR)(collectively, the "Parties").

1. USES

- a. In consideration of the full and faithful performance by LICENSEE of all covenants and agreements contained herein and subject to the following terms and conditions, the LICENSOR grants to LICENSEE and LICENSEE takes from the LICENSOR the non-exclusive right to use the paved driveway in front of Town Hall known as Garrity's Way and the small portion of the Town Common beside the central walkway leading to Garrity's Way (together the "Licensed Area") for the purpose of operating a Farmers Market (the "Market") for four (4) hours every Sunday, opening at 12:00 noon and closing at 4:00 p.m., from June 14, 2020 through November 22, 2020. The LICENSEE will be further allowed up to three (3) hours before opening to allow its vendors to set up and up to two (2) hours after closing to break down and clean up.
- b. A maximum of thirteen (13) vendors will use booths, tables, canopies or other temporary structures on the Licensed Area. In addition to the vendors there shall be allowed up to five (5) tables, booths or canopies for the Needham Community Farm and/or other Needham-based not for profit organizations, artists, artisans, musicians and the LICENSEE which are to be located solely in the Licensed Area; provided, however, that such not for profit organizations, artists and artisans shall not participate in the Market until authorized to do so by the Needham Health Department.
- c. Pursuant to the direction of the Needham Health Department, musical entertainment will not be allowed during the term of this License Agreement.
- d. All trash and waste will be confined to the Licensed Area, and the LICENSEE will be responsible for its removal and cleaning of the Licensed Area before the end of the breakdown time.
- e. LICENSEE is responsible to see that the physical layout of the Market is kept within the Licensed Area.
- f. LICENSEE will ensure that no public vehicular access to Garrity's Way is allowed during Market hours. This will be achieved by blocking off the Chapel Street and Highland Avenue entrance/exits with yellow tape, traffic cones or other similar means.
- g. LICENSEE is responsible to see that the Licensed Area is used in a lawful manner and in compliance with all laws, by-laws, rules, regulations, permit requirements, orders

and directives of any government official, agency or entity of competent jurisdiction. This includes, without limitation, the Order of the Commissioner of Public Health regarding Farmers Markets, Farm Stands and CSAs dated April 27, 2020, and any amendments or modifications thereto (the "Order"), for so long as the Order remains in effect.

h. LICENSEE will not engage in or allow any of its vendors or invitees to engage in any unlawful or dangerous activities that may cause personal injury or physical damage to the Licensed Area.

i. LICENSEE agrees to suspend Market activities in the event that the LICENSOR requires use of the Licensed Area. The LICENSOR will endeavor to provide as much prior notice as possible to the LICENSEE. Except in extraordinary circumstances, the LICENSOR will provide the LICENSEE two weeks' notice of the need for Market activity suspension. The LICENSOR will work with the LICENSEE to attempt to locate an alternative site for the Market during any period of such suspension.

2. PLANS

A plan showing the Licensed Area and the layout to be used for the Market is attached hereto as Exhibit A and is incorporated by reference.

3. TERM OF AGREEMENT

The term of this License Agreement shall be June 14, 2020, 2018 through November 22, 2020.

4. FEE

LICENSEE shall pay the LICENSOR the sum of \$25.00 per market day, for each day, payable in advance. LICENSOR reserves the right to terminate this License Agreement if LICENSEE'S payment becomes more than five (5) days overdue.

5. TERMINATION

In addition to the LICENSOR'S right in Paragraph 4 above to terminate for cause, either Party may terminate this License Agreement without cause, effective at the end of each monthly period, upon 30 days written notice to the other Party of its intention and election to terminate.

6. MAINTENANCE

It is agreed the LICENSOR will patch, plow and sweep the Licensed Area as needed and at reasonable times. The LICENSEE shall not permit the Licensed Area to be overloaded, damaged, stripped or defaced, nor suffer any waste. The LICENSEE shall not allow any holes to be made in the Licensed Area.

7. OWNERSHIP OF PROPERTY

It is agreed that the Licensed Area is and shall remain the property of the LICENSOR and the LICENSEE shall not make any improvements on, alter or remove any part of the Licensed Area without the LICENSOR'S express prior written consent.

8. CONDITION OF LICENSED AREA

LICENSEE acknowledges that: a) it has inspected the Licensed Area; b) the Licensed Area shall be available under this License Agreement to LICENSEE and its vendors in an "as

is" condition; and c) the LICENSOR makes no representations or warranties as to the condition of the Licensed Area.

9. RISK OF LOSS

LICENSEE agrees to use the Licensed Area at its sole risk. All merchandise, property and effects of the LICENSEE, its vendors, and of all persons claiming by, through or under LICENSEE, which may be on the Licensed Area during the Term of this License Agreement shall be at the sole risk and hazard of the LICENSEE, its vendors, or its invitees. LICENSEE further agrees that the LICENSOR shall not be responsible or liable to LICENSEE, its vendors, or to those claiming by, through or under LICENSEE, for any loss or damage resulting to LICENSEE, its vendors, or those claiming by, through or under LICENSEE or its or their property, that may be occasioned by or through the acts or omissions of persons for whose conduct the LICENSOR is not responsible. The LICENSEE shall be responsible for any damage done to the Licensed Area resulting from the activities allowed by this License Agreement.

10. INSURANCE

LICENSEE and its vendors shall, at their own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the LICENSOR and shall have the LICENSOR as an additional named insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate for bodily injury liability and property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 single limit.

11. INDEMNIFICATION

LICENSEE shall pay, protect, indemnify and save harmless the LICENSOR from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against the LICENSOR by reason of any of the following acts occurring or arising during the term of this License Agreement:

a. Any accident, injury to, or death of any person or damage to property occurring on the Licensed Area or any part thereof in which the negligence of LICENSEE, its employees, any of its employees, vendors or any person acting under color of this license is a causative factor and in which the negligence of the LICENSOR, its employees and agents is not a causative factor; or

b. Any failure by LICENSEE, its vendors, its employees, or anyone acting under color of this License Agreement to perform or comply with any of the terms hereof or any contracts, agreement, or restrictions, statutes, laws, ordinances or regulations affecting the Licensed Area or any part thereof or the ownership, occupancy or use thereof.

12. NON-ASSIGNABLE

LICENSEE shall not assign this License Agreement or any rights hereunder without the prior written consent of the LICENSOR.

13. LICENSE ONLY

LICENSEE acknowledges that this is a License Agreement and the rights to use of the licensed area hereunder shall be deemed to be a license only and shall not be construed to be a lease, joint venture, partnership or as evidencing any relationship between LICENSEE and the LICENSOR other than as LICENSEE and LICENSOR. No interest in real property is hereby conveyed by the LICENSOR to the LICENSEE.

14. ENTIRE AGREEMENT

This document, inclusive of Attachment A, forms the entire agreement between the Parties and supercedes all prior arrangements and understandings. Any amendment or modification to this License Agreement must be in writing and signed by an official with the authority to bind the LICENSOR.

15. GOVERNING LAW

This License Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

16. CONSENT TO VENUE

The Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Dedham District Court located in the County of Norfolk, State of Massachusetts, subject to the Transfer rules of the Norfolk Superior Court. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any court or forum other than that specified in this paragraph. It is further agreed that the Parties to this Agreement hereby waive their rights to a jury trial.

17. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, such term or condition shall be stricken, and the legality and enforceability of the remaining terms and conditions shall remain in full force and effect.

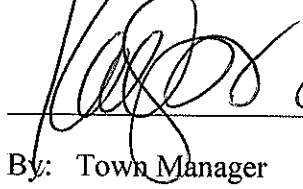
18. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument which shall represent the agreement of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed two copies of this License Agreement as of the date first above written.

LICENSOR,

Town of Needham,

 6-8-2020

By: Town Manager

LICENSEE,

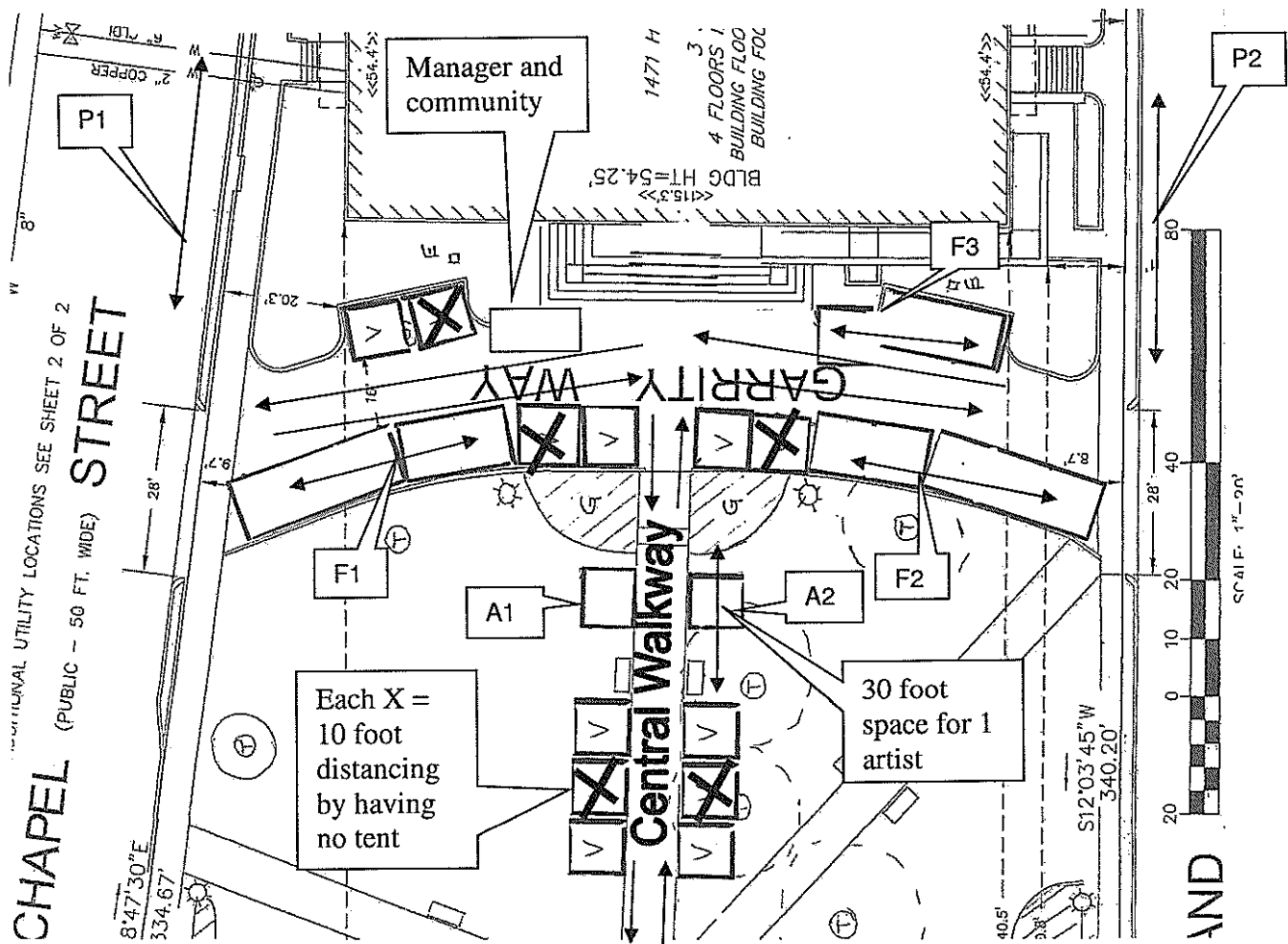
Needham Farmers Market, Inc.

 6/4/20

By: President, Needham Farmers Market

Needham Farmers Market 2020

Configuration shown based on current requirements



F1 – MacArthur Farm (produce) F2 – Neighborhood Farm (produce)

F3 – Chestnut Farm (meat) V – Food Vendors

A1 – Artists (1)

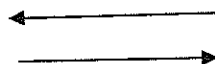
A2 – Artists (1)

Note for A1, A2, we will follow the Governor’s designation of vendors for farmers markets and not allow non-essential vendors as pertaining to farmers markets such as in the case of artists until such time as the Governor and the Board of Health allow artists at NFM.

P1 - Proposed temporary parking on Chapel Street for vendors and artists during setup and breakdown

P2 - Proposed temporary parking on Highland Avenue for vendors and artists during setup and breakdown

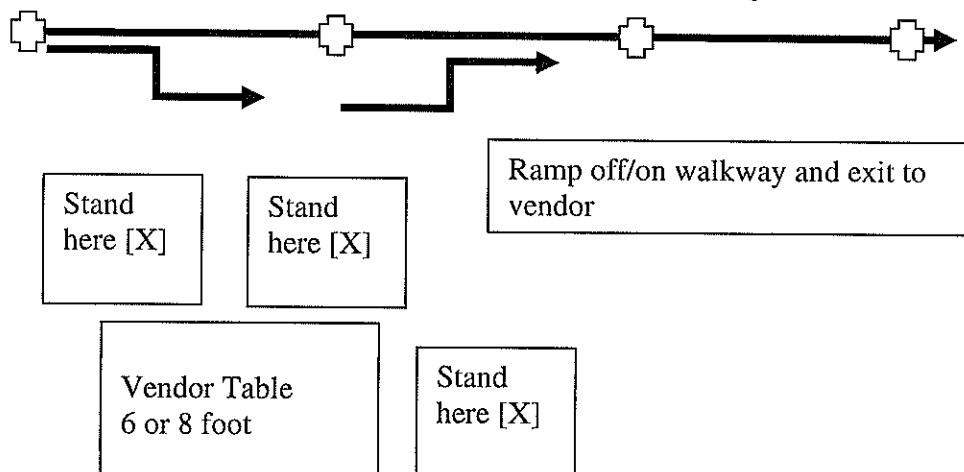
Directional walkways



The Needham Farmers Market will configure to meet the health and safety requirements in effect on the market day.

Detailed Description:

Concept of Directional Walkway Flow, Marked with Social Distancing Indicators



Contactless order fulfillment will be:

1. Vendors will be strongly encouraged to offer online payment such as PayPal, Venmo, square, etc and prepaid ordering.
2. Vendors will have prepaid order pickup at tableside with distancing markers.
3. Vendors will fill orders at table side with customer distancing markers, sanitized card handling, and sanitary cash handling.
4. Vendors will be strongly encouraged to price in whole dollars and eliminate making change as much as possible.

To maintain distancing and density these practices will be in effect

1. The vendors will be arranged to place a 10-foot distance between tents.
2. NFM staff people will monitor the shoppers and advise on distancing and safety.
3. Movement of the shoppers through the market will be organized into walkways and vendor exit ramps. This will be marked by caution tape and signs.

Safety requirements for shoppers will be:

1. Facemasks required on all.
2. No reusable bags
3. 6-foot social distancing.
4. Do not enter the market if sick
5. Adults only.
6. No pets

Safety requirements on vendors will be:

1. Agreement for safe employee behavior such as don't work if sick
2. Employees are masked and gloved.
3. Sanitizer and wipes will be available at all sales tables and equipment kept sanitized.
4. No tablecloths, only hard surface tables that can be cleaned with sanitizer.

Setup Time proposed 9 AM to noon, instead of the prior year's 10 AM - noon

1. Needed to manage the times for safe operation of farm trucks in Garrity way.
2. Needed to place markers and guide signs in the market space for health and safety purposes.

Customer Management

1. Needham Farmers Market staff will help customers move along so as not to linger in groups.
2. Needham Farmers Market staff will monitor density of people in the market and control entry of customers so as to maintain social distancing.