

Attachment 2.K

Mitigation

Needham Planning Board Decision



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Needham, MA 02492
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PLANNING

DECISION

FIRST AMENDED AND RESTATED MAJOR SITE PLAN SPECIAL PERMIT

Normandy Real Estate Partners
Application No. 2012-07
April 2, 2013

Decision of the Planning Board (hereinafter referred to as the Board) on the petition of Normandy Real Estate Partners, 99 Summer Street, Boston, Massachusetts 02110 (hereinafter referred to as the Petitioner) for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, Needham, Massachusetts (hereinafter referred to as the Property). The Property is owned by Normandy GAP-V Development Needham, LLC (hereinafter referred to as the Property Owner). Said Property is shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29 and contains 595,960 square feet. On October 16, 2012, the Board issued Major Site Plan Special Permit No. 2012-07 (the "Original Decision").

The Original Decision allowed construction of an 89,740+/- square foot hotel plus four office/research and development buildings containing up to 740,000 square feet and two garages over a 10-year period. Each building was authorized to proceed as a separate phase. Phase I was comprised of the hotel and associated parking (the "Hotel"), and is nearing completion. After the issuance of the Original Decision the Petitioner secured a prospective tenant namely TripAdvisor, LLC (hereinafter "TripAdvisor") who is interested in occupying Building 3, with an option to occupy Building 2. However, TripAdvisor has requested that Building 3 be a six-story building comprised of approximately 287,855 sq. ft. (as opposed to the six-story 240,000 sq. ft. structure authorized in the Original Decision) and that Building 2 be a five-story building comprised of approximately 127,145 sq. ft. (as opposed to the six-story 175,000 sq. ft. structure authorized in the Original Decision). TripAdvisor has also requested a change in orientation of Buildings 2 and 3 with respect to First Avenue and B Street.

In order to address TripAdvisor's requests, the Petitioner, in this Application (as hereinafter defined), is presenting an alternate set of plans ("Alternate Plan Set" or "Alternate Plan") as an alternative to the plans previously filed with the Board and approved in the Original Decision. As described below, in this First Amendment (as hereinafter defined), the Board has granted certain zoning relief, made certain findings and approved the Alternate Plan Set, in addition to the plans approved and the relief granted in the Original Decision, subject to the conditions set forth in this First Amendment. If for any reason a building permit for Building 3 and Garage B as described in the Alternate Plan Set is not issued for TripAdvisor, then the Original Decision will remain in full force and effect without modification, except as specifically set forth herein. If the Petitioner obtains a building permit for Building 3 and Garage B as described in the Alternate Plan Set, then the Alternate Plan Set shall become the operative plans under this First Amendment and Restated Major Site Plan Special Permit (the "First Amendment"), and this First Amendment shall supersede the Original Decision.

In addition, Building 3 as depicted on the Alternate Plan Set does not fall within all of the Design Guidelines set forth in Section 3.37 of the Original Decision. As a result, the Alternate Plan Set is subject

to further site plan review¹. The public hearing conducted by the Board in connection with this Application had two components: (1) to consider certain requested zoning relief and requested findings as described below; and (2) to approve detailed plans of Building 3 and Garage B, which, together with other associated improvements described in the Alternate Plan Set and the Phasing Plan, would constitute the next Phase of the Project.

This First Amendment is in response to the application submitted to the Board on March 11, 2013, by the Petitioner (the "Application") requesting:

- (1) an amendment to the Major Project Site Plan Special Permit under Section 7.4 of the Needham Zoning By-Law (hereinafter the "By-Law"), Article II of the Planning Board Rules, and Section 4.2 of the Site Plan Special Permit No. 2012-07, dated October 16, 2012; to approve the Alternative Plan Set described in this First Amendment, to approve the detailed plans of Building 3 and Garage B, together with associated landscaping and other site improvements as shown on the Alternative Plan Set, and to approve Phase 2A of the Project, as shown on the phasing plans described in Exhibit 7 of this First Amendment.
- (2) a Special Permit pursuant to Section 4.8(1) of the By-Law to increase the maximum height of the four buildings and the two garages from 72 to 84 feet;
- (3) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirements of Section 4.8.1(6) of the By-Law to permit the facades of both garages to exceed 300 ft. of uninterrupted façade length;
- (4) a Special Permit pursuant to Section 4.8.3 of the By-Law to reduce the rear setback of Garage A from 20 ft. to 15 ft.;
- (5) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) ("where appropriate street trees shall be planted at least every 40 ft. along the frontage") to the extent that there are two gaps along B Street in front of Building 3 where the 40 ft. requirement is not met due to the existence of storm water chambers that need to be constructed at those locations and one gap along First Avenue in front of Building 3 where the 40 ft. requirement is not met due to a proposed significant architectural feature (a large bay window) in the location where one of the trees would otherwise be placed, and a finding that the Special Permit granted in the Original Decision relative to the two gaps along B Street remains in full force and effect;
- (6) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) ("where appropriate, street trees shall be planted at least every 40 ft. along the frontage") to the extent that the requirements of said section shall not be applicable to the portions of the site that are not subject to Phase I or the current phase of the Project, so that street trees shall not be required to be planted until the applicable portion of the frontage is included in a subsequent phase of the Project;
- (7) a finding that the Petitioner have the discretion to increase the number of parking spaces and levels in Garage A, and to decrease the number of parking spaces and levels in Garage B, without further Board review or approval, and without further review or approval of the Design Review

¹ As set forth in this First Amendment, the plans for Garage B do fit within the Design Guidelines set forth in Section 3.37 of the Original Decision.

Board, provided that the design features of the garages remain unchanged, and provided further that the total number of parking spaces on the property is 2,734;

(8) a determination that in all other respects the special permits granted in the Original Decision and the findings and approvals contained in the Original Decision, shall remain in full force and effect pursuant to this First Amendment, and that the relief granted in this First Amendment be considered as additional relief authorizing construction of the Project in accordance with the Alternate Plan Set filed with this Application if that course is pursued by the Petitioner for TripAdvisor;

(9) a modification of the Design Guidelines contained in the Original Decision to reflect the above-described flexibility set forth in request (7);

(10) a finding that the Special Permit granted in the Original Decision pursuant to Section 4.8(6) of the By-Law to increase the floor-area ratio from 1.00 allowed as a matter of right to 1.39 allowed by special permit, or such other number as is required to accommodate 829,740 sq. ft. of development to include office/research and development space in the four proposed buildings and the hotel on the Property, remains in full force and effect;

(11) a finding and determination that the Special Permit pursuant to Section 3.2.4.2(d) of the By-Law for a hotel use in the New England Business Center Zoning District granted by Major Site Plan Special Permit No. 2012-03, dated April 23, 2012, (the "Hotel Decision"), and other relief granted by the Original Decision with respect to the Hotel Decision be extended to and made applicable to this First Amendment. By way of background, the Board incorporated the Hotel Decision into the Original Decision as though fully restated in the Original Decision to ensure that the zoning relief granted in the Hotel Decision is carried over to the Original Decision, except to the extent specifically modified by the Original Decision. The Petitioner further requested that the Board make a finding and determination that the Hotel Decision remained in full force and effect until such time as (a) the Board granted the relief requested for the Project; (b) all applicable appeal periods expired without any appeals being filed; (c) all other conditions precedent to the issuance of a Building Permit for the first office/research and development building were satisfied; and (d) the Building Permit already issued by the Building Department for the Hotel pursuant to the Hotel Decision would remain in full force and effect. The Board granted those requests in the Original Decision. Because construction of the Hotel remains a work in progress, Petitioner requests that the Board determine that the Original Decision shall remain in full force and effect until such time as: (a) the Board grants the relief requested for the Project by this Application; (b) all applicable appeal periods from this First Amendment have expired without any appeals being filed; (c) all other conditions precedent in this First Amendment to issuance of a Building Permit for the first office/research and development building have been satisfied; and (d) the Building Permit already issued by the Building Department for the Hotel pursuant to the Hotel Decision shall remain in full force and effect;

(12) the right to design and/or modify floor plans of the office/research and development buildings and garages without further Board review or approval provided that (a) the total number of parking spaces contained in the garages in the aggregate is not reduced below 2620, and/or (b) the footprint and total square footage of the subject office/research and development building has been approved;

(13) a determination that if, as and when a building permit for Building 3 as shown on the Alternate Plan Set is issued by the Town of Needham, that the Alternate Plan Set shall be deemed

to have superseded the plans approved in the Original Decision for purposes of this First Amendment and the Original Decision; and

(14) the requested relief that Building 1 be modified from a four-story, 150,000 sq. ft. building to a five-story, 190,000 sq. ft. building, and a consequent decrease in Building 4 from a five-story, 175,000 sq. ft. building to a four-story 135,000 sq. ft. building.

The requested Amendment to Major Project Site Plan Special Permit, would, if granted, permit the Petitioner to redevelop the present single parcel of 596,000 sq. ft. (approximately 13.68 acres, formerly comprising 66 B Street, 360 First Avenue, 410 First Avenue, and 37 A Street) to construct:

(a) a hotel comprising approximately 89,740 sq. ft. and containing 128 guest units (116 studio units, 8 one-bedroom units, and 4 two-bedroom units), approximately 13,240 sq. ft. of conference/function space, a guest dining area, lounge/bar, indoor pool, exercise room and other hotel amenities, parking for 140 vehicles, landscaping and associated improvements as more particularly described and approved in the Hotel Decision;

(b) four office/research and development buildings with a total square footage not to exceed 740,000 sq. ft., two parking garages (Garage A to contain 580 parking spaces; Garage B to contain 2040 parking spaces (the latter to be constructed in phases)), 114 surface parking spaces and associated infrastructure, improvements and landscaping ((a) and (b) (collectively, the "Project"). The total number of parking spaces on the property, including the 140 parking spaces for the hotel, shall not be less than 2,734.

Each building would be considered as a separate phase of the Project with the hotel being considered as Phase 1 of the Project. The Project has been engineered based on "full build" assumptions, as more specifically set forth herein, taking into account such items as storm water management, sewage disposal, utilities, internal driveways, landscaping and other improvements, parking and traffic. Each building within the Project is intended to be independent of every other building within the Project, allowing each to be separately owned and financed, and each to have its own certificate of occupancy regardless of the state of completion or compliance of any other component of the Project. While each building comprising the Project shall be considered a separate phase of the Project, upon completion of the improvements comprising an individual phase, such phase shall be entitled to a permanent certificate of occupancy, notwithstanding the state of the other phases comprising the Project.

After causing notice of the time and place of the public hearing and of the subject matter thereof 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, Bruce T. Eisenhut, on Tuesday, April 2, 2013, at 7:30 p.m. at the Public Services Administration Building, Charles River Room, 500 Dedham Avenue, Needham, Massachusetts. Board members Bruce T. Eisenhut, Martin Jacobs, Jeanne S. McKnight, Sam Bass Warner and Ronald W. Ruth were present throughout the April 2, 2013 proceedings. The record of the proceedings and the submissions upon which this First Amendment 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 Properly executed Application for (1) an amendment to the Major Project Site Plan Special Permit under Section 7.4 of the Needham Zoning By-Law, Article II of the Planning Board Rules, and Section 4.2 of the Site Plan Special Permit No. 2012-07, dated October 16, 2012; to approve the Alternative Plan Set described in this First Amendment, to approve the

detailed plans of Building 3 and Garage B, together with associated landscaping and other site improvements as shown on the Alternative Plan Set, and to approve Phase 2A of the Project, as shown on the phasing plans described in Exhibit 7 of this First Amendment;

(2) a Special Permit pursuant to Section 4.8(1) of the By-Law to increase the maximum height of the four buildings and the two garages from 72 to 84 feet;

(3) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirements of Section 4.8.1(6) of the By-Law to permit the facades of both garages to exceed 300 ft. of uninterrupted façade length;

(4) a Special Permit pursuant to Section 4.8.3 of the By-Law to reduce the rear setback of Garage A from 20 ft. to 15 ft.;

(5) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) ("where appropriate street trees shall be planted at least every 40 ft. along the frontage") to the extent that there are two gaps along B Street in front of Building 3 where the 40 ft. requirement is not met due to the existence of storm water chambers that need to be constructed at those locations and one gap along First Avenue in front of Building 3 where the 40 ft. requirement is not met due to a proposed significant architectural feature (a large bay window) in the location where one of the trees would otherwise be placed and a finding that the Special Permit granted in the Original Decision relative to the two gaps along B Street remains in full force and effect;

(6) a Special Permit pursuant to Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) ("where appropriate, street trees shall be planted at least every 40 ft. along the frontage") to the extent that the requirements of said section shall not be applicable to the portions of the site that are not subject to Phase I or the current phase of the Project, so that street trees shall not be required to be planted until the applicable portion of the frontage is included in a subsequent phase of the Project;

(7) that the Board make a finding that the Petitioner have the discretion to increase the number of parking spaces and levels in Garage A, and to decrease the number of parking spaces and levels in Garage B, without further Board review or approval, and without further review or approval of the Design Review Board, provided that the design features of the garages remain unchanged, and provided further that the total number of parking spaces on the property is 2,734;

(8) a request that in all other respects the special permits granted in the Original Decision and the findings and approvals contained in the Original Decision, shall remain in full force and effect with respect to this First Amendment, and that the relief granted in this First Amendment be considered as additional relief granted that is necessary to construct the Project in accordance with the Alternate Plan Set filed with this Application;

(9) a request that the Design Guidelines contained in the Original Decision be modified to reflect the above-described flexibility set forth in request (7);

(10) a finding and determination that a Special Permit granted in the Original Decision pursuant to Section 4.8(6) of the By-Law to increase the floor-area ratio from 1.00 allowed as a matter of right to 1.39 allowed by special permit, or such other number as is required to accommodate 829,740 sq. ft. of development to include office/research and development

space in the four proposed buildings and the hotel on the Property, remains in full force and effect;

(11) a finding that the Special Permit granted in the Original Decision pursuant to Section 3.2.4.2(d) of the By-Law for a hotel in the New England Business Center Zoning District remains in full force and effect. The Board previously granted a Special Permit for a hotel use on the Property in the Hotel Decision. Petitioner requested in the Original Decision that the Hotel Decision be incorporated into the Original Decision as though fully restated in the Original Decision to ensure that the zoning relief granted in the Hotel Decision is carried over to the Original Decision, except to the extent specifically modified by this the Original Decision and such request was granted by the Board in the Original Decision. In connection with this request, the Petitioner further requested that the Board make a finding and determination that the Hotel Decision remain in full force and effect until such time as the Board grants the relief requested for the Project, all applicable appeal periods have expired without any appeals being filed, and all other conditions precedent to the issuance of a Building Permit for the first office/research and development building have been satisfied, and finally, that the Building Permit already issued by the Building Department for the Hotel pursuant to the Hotel Decision remain in full force and effect. The Board granted said requests in the Original Decision. The Petitioner in this Application makes the same request with respect to the Hotel Decision that was made by Petitioner in connection with the Original Decision;

(12) The Petitioner further requests the right to design and/or modify floor plans of the office/research and development buildings and garages without further Board review or approval provided that (a) the total number of parking spaces contained in the garages in the aggregate in such garage is not reduced below 2620, and/or (b) the footprint and total square footage of the subject office/research and development building has been approved;

(13) a request for determination that if, as and when a building permit for Building 3 as shown on the Alternate Plan Set is issued by the Town of Needham, that the Alternate Plan Set shall be deemed to have superseded the plans approved in the Original Decision for purposes of this First Amendment and the Original Decision; and

(14) the requested relief that Building 1 be modified from a four-story, 150,000 sq. ft. building to a five-story, 190,000 sq. ft. building, and a consequent decrease in Building 4 from a five-story, 175,000 sq. ft. building to a four-story, 135,000 sq. ft. building.

Exhibit 2 One letter from Roy A. Cramer, Esq. to the Planning Board Members, dated February 28, 2013.

Exhibit 3 Traffic impact letter prepared by Tetra Tech, 1 Grant Street, Framingham, Massachusetts 01701, dated February 28, 2013.

Exhibit 4 Stormwater Management Report entitled "Stormwater Management Report Center 128-Full Build, First Avenue, A Street and B Street, Needham, Massachusetts" prepared by Tetra Tech, 1 Grant Street, Framingham, Massachusetts 01701, dated August 24, 2012, revised March 1, 2013.

Exhibit 5 A set of plans entitled, "Center 128, Phase 2: Major Project Site Plan Review, August 20, 2012," prepared by Tetra Tech, One Grant Street, Framingham, MA 01701, Precision Land Surveying Inc., 32 Turnpike Road, Southborough, MA 01772, Terraink, Inc., P.O. Box 261,

Arlington, MA 02476, Elkus Manfredi Architects, 300 A Street, Boston, MA 02210, consisting of 38 sheets: Sheet 1, Cover Sheet, dated August 20, 2012, revised March 1, 2013; Sheet 2, Sheet C-2, entitled "Abbreviations and Notes," dated August 20, 2012, revised August 24, 2012, and March 1, 2013; Sheet 3, Sheet C-3, entitled "Layout and Materials Plan," dated August 20, 2012, revised August 24, 2012, September 18, 2012, October 2, 2012, November 1, 2012, and March 1, 2013; Sheet 4, Sheet C-4, entitled "Grading and Drainage Plan," dated August 20, 2012, revised August 24, 2012, October 2, 2012, November 1, 2012, and March 1, 2013; Sheet 5, Sheet C-5, entitled "Drainage Schedules," dated August 20, 2012, revised August 24, 2012, September 18, 2012, October 2, 2012, and March 1, 2013; Sheet 6, Sheet C-6, entitled "Utilities Plan," dated August 20, 2012, revised August 24, 2012, September 18, 2012, October 2, 2012, November 1, 2012, and March 1, 2013; Sheet 7, Sheet LT-1, entitled "Site Lighting Plan," dated August 20, 2012, revised September 18, 2012, October 2, 2012, November 1, 2012, and March 1, 2013; Sheet 8, Sheet L-1, entitled "Landscape Plan," dated August 14, 2012, revised August 24, 2012, September 18, 2012, October 2, 2012, November 1, 2012, and March 1, 2013; Sheet 9, Sheet L-2, entitled "Landscape Details," dated August 14, 2012, revised August 24, 2012, September 18, 2012, and March 1, 2013; Sheet 10, Sheet L-3, entitled "Landscape Details," dated March 1, 2013; Sheet 11, Sheet D-1, entitled "Construction Details," dated August 20, 2012, revised August 24, 2012, September 18, 2012 and March 1, 2013; Sheet 12, Sheet D-2, entitled "Construction Details," dated August 20, 2012, revised August 24, 2012, September 18, 2012, and March 1, 2013; Sheet 13, Sheet D-3, entitled "Construction Details," dated August 20, 2012; Sheet 14, Sheet D-4, entitled "Construction Details," dated August 20, 2012, revised September 18, 2012, and March 1, 2013; Sheet 15, Sheet D-5, entitled "Construction Details," dated August 20, 2012, revised September 18, 2012, and March 1, 2013; Sheet 16, Sheet D-6, entitled "Construction Details," dated August 20, 2012, revised September 18, 2012, and March 1, 2013; Sheet 17, entitled "360 First Avenue, Existing Conditions Plan," dated January 18, 2012; Sheet 18, entitled "410 First Avenue, Existing Conditions Plan," dated January 18, 2012; Sheet 19, entitled "66 B Street, Existing Conditions Plan," dated January 18, 2012; Sheet 20, entitled "37 A Street, existing Conditions Plan," dated January 18, 2012; Sheet 21, entitled "37 A Street, existing Conditions Plan," dated January 18, 2012; Sheet 22, Sheet A-000 (Building #3), entitled "Cover Sheet," dated March 1, 2013; Sheet 23, Sheet A-101 (Building #3), entitled "First Floor Plan," dated March 1, 2013; Sheet 24, Sheet A-102 (Building #3), entitled "Second Floor Plan," dated March 1, 2013; Sheet 25, Sheet A-103 (Building #3), entitled "Third Floor Plan," dated March 1, 2013; Sheet 26, Sheet A-104 (Building #3), entitled "Fourth Floor Plan," dated March 1, 2013; Sheet 27, Sheet A-105 (Building #3), entitled "Fifth Floor Plan," dated March 1, 2013; Sheet 28, Sheet A-106 (Building #3), entitled "Sixth Floor Plan," dated March 1, 2013; Sheet 29, Sheet A-107 (Building #3), entitled "Roof Plan," dated March 1, 2013; Sheet 30, Sheet A-201 (Building #3), entitled "Building Elevations," dated March 1, 2013; Sheet 31, Sheet A-202 (Building #3), entitled "Building Elevations," dated March 1, 2013; Sheet 32, Sheet A-301 (Building #3), entitled "Building Sections," dated March 1, 2013; Sheet 33, Sheet A-000 (Garage B), entitled "Cover Sheet," dated March 1, 2013; Sheet 34, Sheet A-101 (Garage B), entitled "First Level Plan," dated March 1, 2013; Sheet 35, Sheet A-102 (Garage B), entitled "Second to Seventh Level Plan," dated March 1, 2013; Sheet 36, Sheet A-103 (Garage B), entitled "Eighth Level Plan," dated March 1, 2013; Sheet 37, Sheet A-201 (Garage B), entitled "Exterior Elevations," dated March 1, 2013; Sheet 38, Sheet A-202 (Garage B), entitled "Exterior Elevations," dated March 1, 2013; Sheet 39, Sheet A-301 (Garage B), entitled "Building Sections," dated March 1, 2013.

- Exhibit 6** A set of plans entitled, "Center 128, Phase 2: Major Project Site Plan Review, August 20, 2012," prepared by Tetra Tech, One Grant Street, Framingham, MA 01701, Precision Land Surveying Inc., 32 Turnpike Road, Southborough, MA 01772, Terraink, Inc., P.O. Box 261, Arlington, MA 02476, Elkus Manfredi Architects, 300 A Street, Boston, MA 02210, consisting of 37 sheets: Sheet 1, Sheet A0, Office #1, entitled "Cover Sheet," dated August 20, 2012; Sheet 2, Sheet A1.1, Office #1, entitled "First Floor Plan," dated August 20, 2012; Sheet 3, Sheet A1.2, Office #1, entitled "Second Floor Plan," dated August 20, 2012; Sheet 4, Sheet A1.3, Office #1, entitled "Third Floor Plan," dated August 20, 2012; Sheet 5, Sheet A1.4, Office #1, entitled "Fourth Floor Plan," dated August 20, 2012; Sheet 6, Sheet A1.5, Office #1, entitled "Roof Plan," dated August 20, 2012; Sheet 7, Sheet A2.0, Office #1, entitled "Exterior Elevations," dated August 20, 2012; Sheet 8, Sheet A3.0, Office #1, entitled "Building Sections," dated August 20, 2012; Sheet 9, Sheet A0, Garage A, entitled "Cover Sheet," dated August 20, 2012; Sheet 10, Sheet A1.1, Garage A, entitled "First Level Plan," dated August 20, 2012; Sheet 11, Sheet A1.2, Garage A, entitled "Second Level Plan," dated August 20, 2012; Sheet 12, Sheet A1.3, Garage A, entitled "Third Level Plan," dated August 20, 2012; Sheet 13, Sheet A1.4, Garage A, entitled "Fourth Level Plan," dated August 20, 2012; Sheet 14, Sheet A1.5, Garage A, entitled "Fifth Level Plan," dated August 20, 2012; Sheet 15, Sheet A1.6, Garage A, entitled "Sixth Level Plan," dated August 20, 2012; Sheet 16, Sheet A2.1, Garage A, entitled "Exterior Elevations," dated August 20, 2012; Sheet 17, Sheet A3.1, Garage A, entitled "Building Sections," dated August 20, 2012.
- Exhibit 7** Lighting Cut Sheets as detailed on the plan described under Exhibit 5 above and consisting of the following: Kim Lighting Specification No. BNS1-LED comprising 11 sheets; Kim Lighting Specification No. WD14 comprising 8 sheets; Kim Lighting Specification No. PGL7-LED comprising 8 sheets; Kim Lighting Specification No. SAR-LED comprising 5 sheets; and Kim Lighting Specification No. AR-Led comprising 5 sheets.
- Exhibit 8** Phasing plan entitled "Center 128 Phase 2A: Major Project Site Plan Review", prepared by Tetra Tech, One Grant Street, Framingham, MA 01701, consisting of 3 sheets: Sheet C-1 entitled "Cover Sheet"; Sheet C-2 entitled "Layout and Materials Plan" dated March 1, 2013; Sheet L-1, entitled "Landscape Plan", dated March 1, 2013.
- Exhibit 9** Application and Report stamped "Approved" by the Town of Needham Design Review Board dated March 18, 2013. Project plans approved by Design Review Board are described under Exhibit 5 above.
- Exhibit 10** Interdepartmental Communications (IDC) to the Board from Paul F. Buckley, Needham Fire Department dated March 27, 2013 and March 27, 2013; IDC to the Board from Lieutenant John H. Kraemer, Needham Police Department dated April 27, 2013, received April 2, 2013; IDC to the Board from Janice Burns, Needham Health Department dated March 25, 2013; IDC to the Board from Anthony L. Del Gaizo, Assistant Director of Public Works dated April 2, 2013.

Exhibits 1, 2, 3, 4, 5, 6, 7 and 8 are hereinafter referred to as the Alternate Plan Set.

FINDINGS AND CONCLUSIONS

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

- 1.1 The Property is located in the New England Business Center Zoning District. The Property consists of a new single parcel that merged four parcels that are currently shown on Needham

Town Assessors Map 300, parcels 15, 16, 28 and 29. The new parcel contains approximately 595,960 square feet. All parcels are presently owned by Normandy GAP-V Development Needham LLC, c/o Normandy Real Estate Partners, 99 Summer Street, Boston, MA 02110.

- 1.2 The Property was originally comprised of four separate parcels, each of which contained one building and a parking area. The Petitioner demolished three of the four buildings in late 2011 and early 2012. The three buildings totaled 152,906 sq. ft. and the four parcels provided a total of 408 surface parking spaces. 360 First Avenue was a 1.79 acre parcel that contained a 35,435 sq. ft. one story brick building; 410 First Avenue was a 2.23 acre parcel that contained a 36,247 sq. ft. one story brick building; 66 B Street was a 4.13 acre parcel that contained an 81,224 sq. ft. one story brick building; and 37 A Street is a 5.52 acre parcel that contains a one story industrial building of approximately 99,223 sq. ft. and 205 parking spaces. The demolished buildings were located at 360 First Avenue, 410 First Avenue and 66 B Street.
- 1.3 A portion of the Property, comprising 8.16 acres, (360 First Avenue, 410 First Avenue and 66 B Street) was previously permitted for a three phase development that included three new buildings, containing 150,000 square feet, 150,000 square feet, and 90,000 square feet, respectively, for a total of 390,000 square feet, together with a multi-level parking garage ultimately containing 1,343 parking spaces, an underground parking garage containing 50 parking spaces, and surface parking with 107 spaces. That project was never constructed. (See Major Project Site Plan Special Permit No. 2008-03 dated June 16, 2008.)
- 1.4 At the Fall, 2011 Needham Special Town Meeting, the By-Law was amended to relax a number of the dimensional restrictions in effect in the New England Business Center ("NEBC") Zoning District. The principal purpose of the rezoning was to encourage development in the NEBC. Despite a rezoning effort in 2001 that created the NEBC (formerly the Industrial Park Zoning District), no new buildings have been constructed in the NEBC since the NEBC was created, except a Chapter 40B project that was exempt from compliance with the requirements of the By-Law.
- 1.5 On April 23, 2012, the Planning Board issued Major Project Site Plan Special Permit No. 2012-03 that permitted the redevelopment of 360 First Avenue, 410 First Avenue and 66B Street into one parcel comprising approximately 8.16 acres and to construct a hotel comprising approximately 89,740 sq. ft. and containing 128 guest units (116 studio units, 8 one bedroom units and 4 two bedroom units), approximately 13,240 sq. ft. of conference/function space, a guest dining area, lounge/bar area, indoor pool, exercise room and other hotel amenities, parking for 140 vehicles, landscaping and associated improvements as described in the Hotel Decision. The Board in the Hotel Decision acknowledged that the Petitioner intended to further develop the 8.16 acre parcel, together with the adjacent 5.3 acre parcel located at 37 A Street. That decision also stated that when that further development occurred, the hotel development would be considered Phase 1 of the larger project.
- 1.6 Findings and Conclusions Specific to the Hotel. In the Hotel Decision, the Board made Findings and Conclusions in Sections 1.5 to 1.8, 1.11, 1.15, 1.16 and 1.17 of that Decision which Findings and Conclusions were incorporated by reference into the Original Decision and are incorporated herein by referenced, as if fully restated here.
- 1.7 The Petitioner proposes to construct four new office buildings having a total square footage not to exceed 740,000 sq. ft. The Petitioner intends that the four new buildings will be utilized for professional, business or administrative offices and for laboratories engaged in scientific research and development. Building 1 will be a five story, 190,000 sq. ft. structure. Building 2 will be a

five story, 127,145 sq. ft. structure. Building 3 will be a six story, 287,855 sq. ft. structure. Building 4 will be a four story, 135,000 sq. ft. structure. Notwithstanding the foregoing, the buildings may be modified pursuant to Section 3.37 ("Design Guidelines") of this First Amendment. At the completion of the Project there will be two, free-standing garages. The first will contain spaces for 580 vehicles and the second will be built in stages and eventually contain space for 2,040 vehicles. There will also be surface parking for 114 vehicles, for a total of 2,734 parking spaces. The undeveloped portions of the site will be loamed and seeded on a temporary basis until future phases of work on the property are approved and implemented. The Board finds that the plans filed with this Application with respect to Garage B fall within the Design Guidelines set forth in Section 3.37 of the Original Decision.

- 1.8 The four separate parcels (66 B Street, 360 First Avenue, 410 First Avenue and 37 A Street) have been consolidated into a single 13.68 acre parcel. Construction of the hotel has begun and the building located at the former 37 A Street parcel is presently vacant. A permanent certificate of occupancy may be issued for the hotel irrespective of whether the building at the former 37A Street parcel remains standing or has been demolished. It is anticipated that 37 A Street will be demolished prior to the issuance of a certificate of occupancy for the first of the four office/research and development buildings to be constructed.
- 1.9 The Traffic Impact Study that was prepared for this Project and filed as part of the Application assumes a "full build" condition of 740,000 sq. ft. of office/research and development space and the 128 unit hotel, together with 2,734 parking spaces. It is anticipated that Garage A as shown on the Alternate Plan Set will be fully constructed at one time, while Garage B will be constructed in several phases, depending on the timing of the construction of the four office buildings. The Petitioner has requested that each building be considered a separate phase of the Project with the required parking provided to service the intended use. The Project has been engineered based on "full build" assumptions, as more specifically set forth in the application materials filed herewith, taking into account such items as storm water management, sewage disposal, utilities, internal driveways, landscaping and other improvements, parking and traffic.
- 1.10 It is anticipated that ownership of buildings or portions of buildings will be based on a condominium model of ownership, as contemplated in the Hotel Decision. A condominium has already been created pursuant to Massachusetts General Laws Chapter 183A and has been filed at the Norfolk Registry District of the Land Court as Document No. 1259666 and recorded at the Norfolk Registry of Deeds at Book 30268, Page 511.
- 1.11 The Petitioner has requested that the Hotel Decision, as affected by the Original Decision, continue in full force and effect until this First Amendment is issued by the Board with respect to this Project, all applicable appeal periods have expired and all other terms and conditions required for final Planning Board approval of the Project have been satisfied and evidence thereof having been transmitted to the Building Department and other Town departments. The Hotel development will be considered to be Phase 1 of this Project, governed by the terms of the Original Decision. The Original Decision will be superseded by this First Amendment after the occurrence of the events described above. As described in the Hotel Decision, and reiterated in the Original Decision, upon completion of the Hotel and improvements described in the Hotel Decision, as affected by the Original Decision, the Hotel will be entitled to a permanent certificate of occupancy regardless of the extent of future development authorized by this First Amendment and the level of completion, or commencement of subsequent phases, and said Permanent Certificate of Occupancy shall not be revocable.

- 1.12 The Petitioner has stated that it is critical that the hotel building and associated improvements be allowed to stand on its own and upon completion of the Hotel and such associated improvements, that a Permanent Certificate of Occupancy be issued, regardless of the state of the Project and the state of completion or incompleteness of any other phases of the Project. It is also critical that if future phases of the Project are commenced prior to the completion of the Hotel and that the loaming and seeding required by the Hotel Decision is disturbed to make way for future construction activities, that such event shall have no impact on or delay the issuance of said Permanent Certificate of Occupancy of the Hotel. It is also critical that each subsequent phase be allowed to stand on its own and upon completion of each phase a Permanent Certificate of Occupancy be issued for such phase, notwithstanding the status of other phases of the Project, which may not have been commenced or not completed. The Petitioner has stated that for each of the phases of the Project there will be parking spaces available equal to or in excess of what is required pursuant to the By-Law. The Board finds it appropriate that the Project may be divided into separate phases, authorizes the issuance of separate permanent certificates of occupancy upon completion of each individual phase, and grants the Petitioner the discretion to initially determine and subsequently modify the location and sequence of individual phases without further Board review except as described in Section 3.37 of this First Amendment, provided further that each phase include the construction of a structure and parking spaces equal to or in excess of what is required pursuant to the By-Law. The plans for each phase shall include the limits of the phase, and to the extent not already shown on the Alternate Plan approved by this First Amendment, the landscaping, walkways, and other hardscape and utility connections.
- 1.13 The Petitioner has requested an amendment to the Major Project Site Plan Special Permit No. 2012-07, dated October 16, 2012, under Section 7.4 of the By-Law, Article II of the Planning Board Rules and Section 4.2 of Major Project Site Plan Special Permit.
- 1.14 The Petitioner proposes to place two emergency back-up generators in the front yard areas (B Street and First Avenue) of the buildings. The Petitioner has stated that the emergency generators will be designed and operated to comply with all applicable Federal, state and local regulations, including those addressing sound attenuation to protect the adjoining adjacent properties.
- 1.15 The proposed buildings and the proposed Project will conform to zoning requirements as to height, front, side and rear setbacks, maximum lot coverage, maximum floor-area ratio and minimum open space, with the exception of the Special Permits that have been requested by the Petitioner. The lot conforms to zoning requirements as to size and frontage.
- 1.16 Under the provisions of Section 5.1.2 of the By-Law a minimum of 2,608 parking spaces are required for the Project and a total of 2,734 parking spaces are provided. The parking requirement for hotel use is the following: "One space for each sleeping unit plus one space for each 200 square feet of function or conference area, plus one space for each three employees on the largest shift." Accordingly, the parking requirement for the hotel use is 140 parking spaces computed as the sum of (a) 128 sleeping units equals 128 parking spaces; (b) 1,306 square feet of conference/function space equals 7 parking spaces; and (c) 15 employees on the largest shift equals 5 parking spaces. Under the provisions of Section 5.1.2 of the By-Law, the parking requirement for an office use is "One parking space per 300 square feet of floor area". Accordingly, the parking requirement for the office use is 2,468 computed as the sum of $190,000/300 + 127,145/300 + 287,855/300 + 135,000/300 = 2,468$.
- 1.17 When Garage A is constructed a number of the surface parking spaces at the rear of the hotel will be eliminated but will be replaced on an interim basis by other parking on the property. Upon completion of Garage A, the balance of the parking spaces required for the hotel to comply with

the By-Law will be located in Garage A and shared with other users of Garage A. At all times 140 parking spaces will be available to serve the hotel use.

- 1.18 Adjoining premises will be protected against any seriously detrimental uses on the site through provision of surface water drainage, sound and sight buffers, and preservation of views, light and air. Four separate parcels will be consolidated into one larger parcel. Until recently each parcel contained a free-standing building with surface parking. In late 2011, the office buildings at 360 First Avenue, 410 First Avenue and 66 B Street were demolished. The three buildings located on those parcels contained a total of 152,906 sq. ft. and was served by 408 parking spaces. 37 A Street presently contains a one story industrial building of approximately 99,223 sq. ft., together with additional surface parking for 205 vehicles. It is anticipated that the building at 37 A Street will be demolished prior to the issuance of the Certificate of Occupancy for the first of the four new office/research and development buildings to be constructed.

A hotel comprised of approximately 89,740 sq. ft., together with 140 parking spaces and associated improvements was approved by this Board by Major Site Plan Special Permit No. 2012-03, dated April 23, 2012. Of the 140 parking spaces, approximately 22 of those spaces will be located under the hotel at grade level. The balance of the parking spaces serving the hotel will be surface parking, until the construction of Garage A, at which time a number of the surface parking spaces at the rear of the hotel will be eliminated and additional parking will be made available for use by the hotel employees, guests and visitors in the garage.

Four new office buildings will be constructed with a total square footage not to exceed 740,000 sq. ft. Building 1 will be a five story, 190,000 sq. ft. structure. Building 2 will be a five story, 127,145 sq. ft. structure. Building 3 will be a six story, 287,855 sq. ft. structure. Building 4 will be a four story, 135,000 sq. ft. structure. Notwithstanding the foregoing, the buildings may be modified pursuant to Section 3.37 ("Design Guidelines") of this First Amendment. At the completion of the Project there will be two, free-standing garages. The first will contain spaces for 580 vehicles and the second will be built in stages and eventually contain space for 2,040 vehicles. There will also be surface parking for 114 vehicles, for a total of 2,734 parking spaces. The undeveloped portions of the site will be loamed and seeded on a temporary basis until future phases of work on the property are approved and implemented.

The existing site will be reconfigured such that the majority of the proposed parking will be contained in two parking garages. Due to this reconfiguration of parking, there will be an increase in open space and a corresponding increase in groundwater recharge. Surface water that is not recharged directly into the ground will be collected via a series of catch basins and drains. These drains will connect into the existing storm drains located in A Street and B Street as shown on the proposed site plans. Once the Project is constructed, the existing storm water infrastructure in First Avenue, A Street and B Street will see a significant decrease in the rate and volume of storm water runoff. The storm water drainage system is designed in accordance with the Massachusetts DEP's Stormwater Management Policy and the Town's requirements for storm water. (See Stormwater Management Report filed with this Application)

- 1.19 Convenience and safety of vehicular and pedestrian traffic will not be adversely affected by the project. The parking garages and other parking areas proposed to be created will contain at least the number of parking spaces required by the By-Law and will comply with the design criteria set forth in Section 5.1.3 of the By-Law. Instead of the continuation of four separate parcels, each containing its own building and parking area, curb cuts and the like, the consolidated new parcel will rationalize the parking and traffic to and from (as well as within) the site, improve the convenience and safety of vehicular and pedestrian movement within the site and on adjacent

streets and location of driveway openings in relation to traffic and adjacent streets will be enhanced. The project also complies with other regulations for the handicapped, minors and the elderly.

- 1.20 Parking and loading spaces have been adequately arranged in relation to the proposed uses on the premises. The number of parking spaces required by the By-Law will be provided. The bulk of the parking will be in two parking garages which will protect employees and visitors to the site from the elements. As described in 1.12 above, in each of the phases of the Project there will be parking spaces available equal to or in excess of what is required pursuant to the By-Law.
- 1.21 Adequate methods for disposal of refuse and waste will be provided by the Project. Solid waste and refuse will be disposed of in compliance with all applicable rules and regulations. The waste water system is and will continue to be connected to the municipal sewer system.
- 1.22 The relationship of the structures to be constructed to those in the surrounding area will substantially improve the present condition of the site in that four old buildings, each with its own parking area, will be replaced by four new office buildings and an attractive, state-of-the-art multi-storied hotel. The creation of a campus-like environment and structured parking will enhance the relationship of structures and open space on the site. The proposed Project will comply with the off street parking requirements of Section 5.1.2 of the By-Law as well as the parking design criteria set forth in Section 5.1.3 of the By-Law. The addition of a hotel in the New England Business Center will provide an amenity that will stimulate and encourage further growth in the New England Business Center Zoning District. Community assets in the area will be improved as a result of the contribution by the Petitioner of a Traffic Improvement Fee to the Traffic Mitigation Fund established pursuant to Section 6.8 of the By-Law.
- 1.23 The proposed Project will not have any adverse impact on the Town's water supply and distribution system, sewer collection and treatment, fire protection and streets. The proposed Project will not have any adverse impact on the Town's water or wastewater infrastructure. The Reservoir B Sewer Pump Station is presently being reconstructed and upgraded by the Town of Needham and is expected to be complete and operational in the near future.

The Kendrick Street Pump Station was upgraded in conjunction with the Charles River Landing project. A third pump was added to the station which not only mitigated the increased flows from the Charles River Landing project, but also increased the capacity of the station.

With respect to fire protection, each new building will be accessible for the Town's firefighting apparatus. The maximum height of the proposed buildings is 84 feet, and all buildings will be properly accessible to fire fighting equipment.

- 1.24 Because the Petitioner requested an increase in the floor-area ratio (FAR) above 1.0 in the New England Business Center District and the Board granted said request in the Original Decision, the criteria set forth in Section 6.8.1(b) of the By-Law are applicable.
- 1.25 The existing public infrastructure is able to adequately service the proposed facility without negatively impacting existing uses, including but not limited to water supply, drainage and sewage services. The site currently fronts First Avenue, A Street and B Street. All roadways are public and contain water drainage and sewage infrastructure. The water, drainage, sewer and utility infrastructure in the public roadways are capable of supporting the proposed Project.

- 1.26 The Project proposes to provide parking spaces in excess of the number of spaces required under the By-Law. In addition, as described in the Traffic Impact Study filed with and made a part of this Application, the fees to the Town of Needham generated by the Traffic Improvement Fee described in the By-Law will total \$930,000.00. The funds will be spent at the discretion of the Town of Needham. The Petitioner has offered to accelerate payments over what is required under the By-Law, which will enable the Town to improve traffic conditions to maximize the benefit on traffic conditions made possible by the contribution.

The impact on traffic conditions at the site, on adjacent streets and in nearby neighborhoods, including the adequacy of roads and major intersections to safely and effectively provide access to and from the areas included in the New England Business Center, Highland Avenue Corridor, and Wexford/Charles Street Industrial District Plan, dated June 2001 (District Plan) and the areas immediately adjacent to said areas, will be addressed by the Kendrick Street Interchange associated with the I-95/I-93 (Route 128) Transportation Improvement Project and the Highland Avenue Improvement Project. In addition, the Petitioner will pay a Traffic Improvement Fee to the Traffic Mitigation Fund, to be spent at the discretion of the Town of Needham. Within a 1.0 FAR as allowed as a matter of right, the 13.68 acres (595,960 sq. ft.) property could be developed with approximately 595,960 sq. ft. of office space. At the rate of one parking space per 300 sq. ft. of office space, the site would require 1,987 parking spaces. The proposed building program includes four office buildings with a total of 740,000 sq. ft. and a hotel of approximately 80,000 sq. ft. with 128 units. The proposed Project comprised of 740,000 sq. ft. of office space (computed at one space per 300 sq. ft.) and 140 spaces for the hotel equals 2,607 parking spaces. The difference in parking spaces (2,607-1,987) is 620 spaces. The Traffic Improvement Fee is \$1,500 per excess parking space. Accordingly, the Traffic Improvement Fee for the project is \$930,000.00. The Petitioner has offered to accelerate the payments over what is required under the By-Law, by paying the entire fee for the full-build Project (\$930,000.00) upon the issuance of a building permit for the first office building planned to be constructed at the Property.

In addition to the Traffic Improvement Fee described above, the Petitioner has made a gift to the Town of Needham in the amount of \$75,000.00 for the purpose of hiring a traffic engineer to assist the Town to evaluate traffic measures that ought to be implemented to improve traffic conditions in the geographical area subject to the Traffic Mitigation Fund, either on an intermediate or long-term basis.

- 1.27 The environmental implications of the proposal are positive in that the creation of a campus environment will allow the construction of two free-standing parking garages to accommodate the vast majority of the parking requirements, thereby substantially reducing surface parking and the amount of impervious surface that would otherwise be required. The Project is also consistent with open space and conservation plans adopted by the Town. By consolidating four existing parcels and adopting a higher density approach to the design and development of the Project featuring multi-level structured parking, the Project will increase the amount of open space that would otherwise exist, and in doing so, decrease the amount of impervious surface area that would otherwise be necessary.
- 1.28 The Board has considered the long term and short term fiscal implications of the Project to the Town of Needham and finds that the Project will be beneficial to the Town. The New England Business Center is a principal generator of income to the Town of Needham. In addition to substantial payments to the Town and the Traffic Improvement Fee, it is anticipated that the Project will generate substantial net additional annual property taxes to the Town of Needham.

- 1.29 The Project is consistent with the goals of the New England Business Center, Highland Avenue Corridor, and Wexford/Charles Street Industrial District Plan dated June 2001 and set forth in the document entitled "Goals of the June 2001 New England Business Center, Highland Avenue Corridor, and Wexford/Charles Street Industrial District Plan", as adopted by the Planning Board on December 11, 2001 (Goals of the District Plan).
- 1.30 The Project will help to create a high quality office park that meets the space and infrastructure needs of the regional office market. The existing structure (37 A Street) and the recently demolished structures (360 First Avenue, 410 First Avenue and 66 B Street) no longer meet the needs of the modern, regional office market. The proposed Project will replace them with four modern, highly efficient and very attractive Class-A suburban office buildings of the design and quality sought after by the market. With structured parking and functional open space, the proposed buildings will cater to a wide variety of high-quality tenants looking to establish themselves in Needham. The unparalleled visibility and prominence along Route 128 will further enhance the attraction of the Project to prospective tenants. The eventual completion of the Add-a-Lane project, including the construction of the Kendrick Street intersection, will, in the future, increase the desirability of the New England Business Center as a high quality office park. The construction of a hotel on the Property will also enhance the attractiveness of the office park and will complement the business expected to locate at the Property.
- 1.31 The Project will create a "campus-like" character for the district through the design of buildings, streets and/or public spaces. The Project has been designed specifically to create a "campus-like" character. The consolidation of four lots into a single lot with interior walking areas, and vibrant, functional plazas will serve to connect the buildings through the use of open space. The placement of garages in relation to the buildings will maximize convenience for visitors. The incorporation of strategically located driveways and landscaped interior "streets" further promotes the campus ideal. The construction of a hotel on the campus will increase the viability and success of the campus, serves to decrease vehicle trips for those business people doing business in the NEBC from out of town and will add an element of diversity of use in the "campus".
- 1.32 The design of the Project will increase the amount of pervious surface and green space throughout the district as a result of the Project's campus environment and shared parking structures. As currently proposed, the Project will entail the complete demolition of four buildings and existing surface parking areas associated with each of those buildings and replace the vast majority of the parking within structured parking garages. This First Amendment will dramatically increase the amount of area available for open green space and pervious surfaces. As currently designed, the Project will provide the required 25% of open space.
- 1.33 One of the criteria listed in the District Plan is whether the Project "improves pedestrian access and views Charles River and Cutler Lake". This goal is inapplicable to the Project, due to its location on the opposite side of the District as the aforementioned amenities.
- 1.34 The Project, which has been branded "Center 128", will create a "sense of address" in each of the sub areas along Route 128, in the center of the site and along the river. The Project will take advantage of First Avenue as the leading visible edge of the New England Business Center. The proposed hotel located on B Street will also be partially visible from Route 128 and increase the attractiveness and draw to the "campus". In doing so, the Project will enhance the NEBC's strategic location in the highly competitive suburban office market.

- 1.35 By locating the structured parking garages towards the rear of the site and with the use of strategic landscaping, the Project effectively screens the visual impact of the garage on the open public space. The buildings, not the garages, are located along the public roads.
- 1.36 The Project helps to create a unified sense of character and defines a clear hierarchy of streets throughout the district. Establishing First Avenue as a primary street will be accomplished not only with the orientation of the buildings themselves, but also by carefully treating the perimeter of the Project with appropriate levels of landscaping and streetscapes. The hotel along B Street will also include a high level of landscaping and further enhance the streetscape of B Street. Native trees and shrubs will compliment high quality street furnishings and lighting elements throughout the site. First Avenue will benefit from its visibility and innovative design to signify its primary street focus. In addition, the attractive state-of-the-art hotel on B Street, together with the landscaping and architectural elements visible from B Street, will increase the attractiveness of the entire campus. As B Street feeds into Third Avenue, it leaves open the possibility of Third Avenue evolving into another primary street for the New England Business Center.
- 1.37 The Project helps to create a consistent edge to the district that provides an attractive face to Route 128. The orientation of the proposed buildings to Route 128 and First Avenue will provide an attractive face and sense of quality to motorists on Route 128. The addition of an attractive state-of-the-art hotel on B Street that will be visible from Route 128 will add to the attractive face to Route 128. Incorporating modern design and materials, the buildings will signify a new era for the New England Business Center, one that denotes progress and opportunity.
- 1.38 The Project permits taller buildings with massing and height appropriate to the scale of the highway by replacing the existing one story structures with multi-story structures. The Project will exemplify this goal of permitting taller buildings along the Route 128 highway edge of the New England Business Center.
- 1.39 The Project will create spaces between buildings that allow views into the site from Route 128. By situating one of the new buildings perpendicular to Route 128 and First Avenue, a more thorough campus setting has been created that allows for visibility into the site from Route 128. The proposed new building at 37 A Street has been situated to maximize its attractiveness in relation to A Street.
- 1.40 Both the Hotel Project as described in the Hotel Decision, the Project described in the Original Decision and the present Project have been approved by the Design Review Board.
- 1.41 Under Section 7.4 of the By-Law, a Major Project Site Plan Special Permit may be granted in the New England Business Center Zoning District, if the Board finds that the proposed project complies with the standards and criteria set forth in the provisions of the By-Law. On the basis of the above findings and criteria, the Board finds that the Alternative Plan Set, as conditioned and limited herein for Site Plan Review, to be in harmony with the purposes and intent of the By-Law to comply with all applicable By-Law requirements, to have minimal adverse impact and to have proposed a development which is harmonious with the surrounding area.
- 1.42 Under Section 3.2.4.2(d), a Special Permit may be granted for a hotel in the New England Business Center Zoning District, provided the Board finds that the proposed use is in harmony with the general purposes and intent of the By-Law and is designed in a manner that is compatible with the existing natural features of the site and is compatible with the characteristics of the surrounding area. The Board finds that the proposed development plan shown on the

Alternative Plan Set, as conditioned and limited herein, to be in harmony with the general purposes and intent of the By-Law and to comply with all applicable By-Law requirements.

- 1.43 Under Section 4.8(1), a Special Permit may be granted to increase the maximum height of buildings in the New England Business Center to 84 ft. provided that the proposed structures are properly accessible to fire fighting equipment. The Board finds that the proposed structures are properly accessible to fire fighting equipment.
- 1.44 Under Section 4.8.3 of the By-Law, a Special Permit may be granted to waive any or all dimensional requirements set forth in Section 4.8 of the By-Law, by relaxing each by up to a maximum 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 waivers 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 the By-Law, and that such waivers are consistent with the requirements of Section 6.8. The requested waivers are as follows:
- (a) The Applicant has requested Special Permits under Section 4.8.3 to waive the requirements of Sections 4.8.1(6) of the By-Law (“maximum uninterrupted façade lengths shall be 300 ft. or 200 ft. if within 350 ft. of a General Residence District Zoning Boundary, a river or a lake”). Two facades of both garages will exceed 300 ft. of uninterrupted facade length.
 - (b) The Petitioner has also requested a Special Permit pursuant to Section 4.8.3 to reduce the rear setback of Garage A from 20 ft. to 15 ft. and to waive the requirement contained in Section 4.8.1(2), which states “Where appropriate street trees shall be planted at least every 40 ft. along the frontage.”
 - (c) The Petitioner has also requested a waiver under Section 4.8.3, authorizing two gaps along B Street in front of Building 3 where the 40 ft. requirement is not met due to the existence of storm water chambers that need to be constructed at those locations and one gap along First Avenue in front of Building 3 where the 40 ft. requirement is not met due to a proposed significant architectural element (a large bay window) in the location where one of the trees would otherwise be placed. The Petitioner has also requested a finding that the Special Permit granted in the Original Decision relative to the two gaps along B Street remain in full force and effect.
 - (d) The Petitioner has also requested a waiver pursuant to Section 4.8.3 to waive the requirement contained in Section 4.8.1(2) (“where appropriate street trees shall be planted at least every 40 ft. along the frontage”) to the extent that the requirements of said section shall not be applicable to the portions of the site that are not subject to Phase I or the current phase of the Project, so that street trees shall not be required to be planted until the applicable portion of the frontage is included in a subsequent phase of the Project.
 - (e) The Petitioner has also requested that the Board make certain findings, as described in this First Amendment.

The Board finds that given the particular location and/or configuration of the Project in relation to the surrounding neighborhood, the four requested waivers are consistent with the public good and that to grant such waivers 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 the By-Laws, and that such

waivers are consistent with the requirements of Section 6.8. With respect to the waiver request described in paragraph (a) above, the Board notes that the two affected facades are located along a side lot line abutting a strip of land previously utilized for railroad purposes and that said facades do not face or front on a street upon which such extended facade length would be visible. With respect to the waiver request described in paragraph (b) above, the Board notes that the setback waiver for Garage A is from a strip of land previously utilized for railroad purposes and that said parcel is unbuildable. The Board further notes that with the noted side line setback waiver, Garage A complies with the setback standards for structured parking from adjacent buildings which requires the garage's placement at least 20 feet from any adjacent building. The Board further finds that with respect to the requested findings described above, that given the particular location and/or configuration of the Project in relation to the surrounding neighborhood, the requested findings are consistent with the public good and that to grant such relief and/or to make said findings 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 of the By-Laws and that such findings are consistent with the requirements of Section 6.8.

- 1.45 Under Section 4.8.6(6) of the By-Law, a Special Permit may be granted to increase the floor-area ratio from 1.0 to 1.5. In the Original Decision, the Board examined the factors described in Section 6.8.1 of the By-Law, acknowledges that the Petitioner has agreed to the payment of the traffic improvement fee described in Section 6.8.1(d) of the By-Law. The Board finds the Alternative Plan Set, as conditioned and limited herein, to be in harmony with the general purposes and intent of the By-Law and to comply with all applicable By-Law requirements.

On the basis of the above findings and conclusions, the Board finds the proposed Project and Alternative Plan Set, as modified by this First Amendment and 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 amendment to a Special Permit for Major Project Site Plan Review under Section 7.4 of this By-Law; to approve the Alternative Plan Set described in this First Amendment, to approve the detailed plans of Building 3 and Garage B, together with associated landscaping and other site improvements as shown on the Alternative Plan Set, and to approve Phase 2A of the Project, as shown on the phasing plans described in Exhibit 7 of this First Amendment;
- (2) the requested Special Permit under Section 4.8(1) to increase the maximum height of the buildings and garages from 72 ft. to 84 ft.;
- (3) the requested Special Permits under Section 4.8.3 of the By-Law to waive the requirements of Section 4.8.1(6) of the By-Law relative to maximum uninterrupted façade length to permit the facades of both garages to exceed 300 feet;
- (4) the requested Special Permit under Section 4.8.3 of the By-Law, to reduce the rear setback of Garage A to 20 ft. to 15 ft.;
- (5) the requested Special Permit under Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) regarding street trees, to the extent requested;

- (6) the requested Special Permit under Section 4.8.3 of the By-Law to waive the requirement contained in Section 4.8.1(2) to the extent that the requirements of said Section shall not be applicable to the portions of the site that are not subject to Phase 1 or the current phase of the Project so that street trees shall not be required to be planted until the applicable portion of the frontage is included in a subsequent phase of the Project;
- (7) the requested finding that the Petitioner have the discretion to increase the number of parking spaces and levels in Garage A, and to decrease the number of parking spaces and levels in Garage B, without further Board review or approval, and without further review or approval of the Design Review Board provided that the total number of parking spaces on the property is 2,734;
- (8) the requested finding that in all other respects the Special Permits granted in the Original Decision and the findings and approvals contained in the Original Decision shall remain in full force and effect, including but not limited to:
 - (a) the requested right to approve specific building design and other site changes without further public hearings provided that said plans and/or changes fall within the design guidelines described herein, and
 - (b) the requested right to divide the Project into separate phases without further public hearings, and to initially determine and subsequently modify the location and sequence of individual phases subject to Board review and approval as described in Section 3.37 of this First Amendment, provided that each phase includes the construction of a structure and parking spaces equal to or in excess of what is required pursuant to the By-Law and that the relief granted in this First Amendment be considered as additional relief granted that is necessary to construct the Project in accordance with the Alternate Plan Set filed with this Application if that course is pursued by the Petitioner;
- (9) the requested finding that the Design Guidelines contained in the Original Decision be modified to reflect the above-described flexibility set forth in Finding 7 above;
- (10) the requested finding that the Special Permit granted in the Original Decision pursuant to Section 4.8(6) of the By-Law to increase the floor-area ratio above 1.00 to 1.39 remain in full force and effect;
- (11) the requested findings and determinations that the Special Permit granted in the Original Decision pursuant to Section 3.2.4.2(d) of the By-Law for a hotel in the New England Center Business District remain in full force and effect; the requested finding that the Special Permit previously issued in the Original Decision, specifically, the Special Permit under Section 3.2.4.2(d) for a hotel on the Property in the Hotel Decision which, as modified by the Original Decision, is incorporated herein by reference, except to the extent modified by this First Amendment, and specifically authorizes: (i) the requested right to condominiumize the Property (but not the hotel into a condominium hotel) or to enter into ground leases between Petitioner and third parties without further Board action or approval, as approved in the Hotel Decision and incorporated herein by reference, except to the extent modified by the Original Decision remain in full force and effect; and (ii) the requested right to revise the floor plans and the unit mix of the hotel without the need for additional hearings or approvals from the Board, provided that the square footage of the hotel does not exceed 89,740 sq. ft., the total number of guest units does not exceed 128, and the approximately 13,240 sq. ft. of first floor conference/function space, guest dining area, lounge-bar area, indoor pool, exercise room and other hotel amenities uses remains in full force and effect;

- (12) the requested right to modify floor plans of the office/research and development building and garages without further Board review or approval, provided that (a) the aggregate number of parking spaces in the garages is not reduced below 2620, and/or (b) the footprint and total square footage of the subject office/research and development building has been approved and that the Alternate Plan Set with respect to Garage B falls within the Design Guidelines set forth in Section 3.37 of the Original Decision;
- (13) the requested determination that if, as and when a building permit for Building 3 as shown on the Alternate Plan Set is issued by the Town of Needham, that the Alternate Plan Set be deemed to have superseded the plans approved in the Original Decision for purposes of this First Amendment and the Original Decision; and
- (14) the requested relief that Building 1 be modified from a four-story, 150,000 sq. ft. building to a five-story, 190,000 sq. ft. building, and a consequent decrease in Building 4 from a five-story, 175,000 sq. ft. building to a four-story, 135,000 sq. ft. building.

PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the Site, the Petitioner shall cause the Alternative Plan Set to be revised, if necessary, 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 Alternative Plan Set contains or 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.

- 2.1 The Alternative Plan Set 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) The Plan shall be revised to show a temporary "Fire Lane" along the north side, and adjacent to, Parking Garage B. The lane shall be a minimum of 18 feet wide and shall extend the entire length of the structure, with sufficient radiuses for fire apparatus at the proposed curb. The lane shall be constructed with a type of reinforced material that would support fire apparatus (including outriggers for aerial trucks) such as asphalt. The Plan shall show such area marked as "Fire Lane No Parking", as well as show signage for the same.
 - (b) The Plan shall be revised to eliminate the section of walkway and landscaping located between the two proposed garages and located on property not owned by the Petitioner.
 - (c) The Plan shall be revised to show the inside of the loading docks and shall provide the proposed grades.
 - (d) The Plan shall be revised to provide the contours of the proposed rain gardens.
 - (e) The Plan shall be revised to include a note indicating that the cisterns will be used for irrigation purposes.
 - (f) The Plan shall be revised to show proposed tree locations relocated so that they are not

- located on top of the utilities and infiltration system.
- (g) The Plan shall be revised to show the Grease Tank relocated to provide a 10-foot offset to the proposed infiltration system.
 - (h) The Plan shall be revised to correct the sewer and drain pipe conflicts in the area of Building Number 2 by relocating the infiltration drainage system or raising/relocating the building sewer.

CONDITIONS

The following conditions of this approval shall be strictly adhered to. Failure to adhere to these conditions or to comply with all applicable laws and permit conditions shall give the Board the rights and remedies set forth in Section 3.48 hereof.

I. Conditions pertaining specifically to the Hotel

- 3.1 This permit is issued for a hotel comprising approximately 89,740 square feet and containing 128 guest units (116 studio units, 8 one bedroom units and 4 two bedroom units), approximately 13,240 square feet of conference/function space, a guest dining area, lounge/bar area, indoor pool, exercise room, and other hotel amenities, parking for 140 vehicles, landscaping and associated improvements. Ancillary to the hotel use each guest unit may have a self contained kitchen area with some or all of the following: a refrigerator with freezer, dishwasher, a two-burner cook top, microwave and sink. A conference/function space may be provided for hotel guest use and that of outside parties. A guest dining area, lounge/bar area, indoor pool, exercise room, and other hotel amenities may be provided for the exclusive use of hotel guests and their invitees. Notwithstanding the above, the mix of guest units between urban studios, one-bedroom units and two-bedroom units within the footprint of the square footage designated for said unit use on the building's second, third, fourth and fifth floors as shown on the Hotel plan shall be allowed (including associated halls and support functions) without further review or approvals by the Planning Board, provided that the square footage of the hotel does not exceed 89,740 square feet, the total number of guest units does not exceed 128 and the use of the approximately 13,240 square feet of first floor conference/function space, guest dining area, lounge/bar area, indoor pool, exercise room, and other hotel amenities uses remains unchanged.
- 3.2 No services commonly associated with transitional housing or short term residential studio units, including but not limited to provision of case management, or counseling, may be provided to hotel clients on-site.
- 3.3 The hotel shall only be used by transients and shall not be used as a residence and shall at all times be licensed under Massachusetts General Laws Chapter 140, Section 6 as a hotel. All guests shall be licensees under Massachusetts law and not tenants. To ensure that the hotel is used solely for transient or overnight occupancy and not as a permanent residence, multi-family residence or rooming house, the hotel's marketing shall disclose that the hotel does not provide residences (notwithstanding that the hotel name may use the word "residence") but provides only hotel-room or hotel-suite accommodations for transient or overnight occupancy, and the hotel shall be operated so that the majority of guest-nights per calendar year are provided to guests whose stay is not longer than thirty days and no guest shall be allowed to stay for ninety continuous days in any one calendar year. The Petitioner shall provide to the Board pre-opening copies of its marketing materials, and shall, forthwith after one full calendar year of operation and for each year thereafter, provide to the Board both its then-current marketing materials and a written report based on its guest log, without disclosure of guest names, giving number of guests

and number of nights for each unit. If marketing or occupancy history indicates that the hotel is marketed or used for other than transient occupancy, the Petitioner shall revise its marketing materials and business practices to the satisfaction of the Board so as to ensure transient occupancy.

- 3.4 The following hotel operational procedures shall be followed: the operator shall provide the furnishings and utilities; the hotel shall provide maid service; the operator shall provide the keys or means of access, there shall be a front desk (staffed 24 hours) and a centralized reservation system. The hotel's license with the guest shall prohibit the guest from using the hotel address for voter or automobile registration.
- 3.5 The hotel shall be limited to one hundred twenty-eight 128 guest units. The staffing for the hotel shall be limited to fifteen (15) employees on-site during the largest shift.
- 3.6 One hundred forty (140) parking spaces shall be provided for the hotel at all times in accordance with the final plan and there shall be no parking of motor vehicles off the Property at any time except in designated legal on-street parking areas. Upon construction of Garage A certain surface parking spaces to the rear of the hotel shall be eliminated. Temporary parking spaces shall be made available during construction and Hotel guests will be permitted to utilize Garage A in common with others entitled thereto, such that at least 140 parking spaces shall be available for hotel use at all times.
- 3.7 The hotel building, parking area, driveways, walkways, landscaped area, and other site and off-site features shall be constructed in substantial accordance with the plan. Any changes, revisions or modifications to the plan shall require approval by the Board.
- 3.8 Notwithstanding the provisions of Section 3.37 relative to condominiumization of the Property, nothing in this First Amendment shall constitute permission for the Hotel to be converted to a condominium hotel. Neither shall the ground lease nor the Project condominium plans and documents allow allocation of the 140 hotel parking spaces to other property tenants or unit owners. The parking spaces in Garage A shall be shared with others entitled to use Garage A. No specific Garage A spaces will be designated for the exclusive use of the Hotel.

II. General Conditions

- 3.9 The proposed buildings, parking areas, driveways, landscape areas, and other site and off-site features shall be constructed in substantial accordance with the Alternative Plan Set as modified by this First Amendment and shall contain the dimensions and be located on that portion of the Property as shown on the plan and in accordance with applicable dimensional requirements of the By-Law, except as may be approved by this Board in accordance with the terms of this First Amendment. Upon completion of the project a total of 2,734 parking spaces shall be provided to service the Project. All off-street parking shall comply with the requirements of Section 5.1.2 and 5.1.3 of the By-Law, as shown on the plan, or as may be waived in the future by this Board.
- 3.10 The proposed buildings and support services shall contain the dimensions and shall be located on that portion of the locus as shown on the Alternative Plan Set, as modified and/or approved pursuant to Section 3.38 of this First Amendment, and in accordance with the applicable dimensional requirements of the By-Law as have been waived as modified by this First Amendment or as may be waived in the future by this Board.

- 3.11 This permit is issued for professional, business or administrative offices, laboratories engaged in scientific research and development, and hotels. Any changes of such above-described uses shall be permitted only by amendment of this Approval by the Board. Notwithstanding the above, the Board may permit on the first floor of a multi-story office building the uses contemplated under Section 3.2.4/1(j) of the By-Law following such notice and hearing, if any, as the Board, in its sole and exclusive discretion, shall deem due and sufficient.
- 3.12 The Alternative Plan Set, as modified by this First Amendment is approved for the TripAdvisor complex. In the event that TripAdvisor does not go forward with its option on Building 3, then the Original Decision shall remain in full force and effect without modification..
- 3.13 The Petitioner has prepared and filed with the Board and the Norfolk County Registry of Deeds a plan which shows Assessor's Plan 300, Parcels 15, 16, 28 and 29 merged, using customary surveyor's notation. Except (a) as a result of the condominiumization of the Property, or (b) the Property being ground leased, all buildings and land constituting the Property shall remain under single ownership.
- 3.14 All required handicapped parking spaces shall be provided including above-grade signs at each space that include the international symbol of accessibility on a blue background with the words "Handicapped Parking Special Plate Required Unauthorized Vehicles May Be Removed At Owners Expense". The quantity and design of spaces, as well as the required signage shall comply with the M.S.B.C. 521 CMR Architectural Access Board Regulation and the Town of Needham General By-Laws, both as may be amended from time to time.
- 3.15 Sufficient parking shall be provided on the site at all times in accordance with the Alternative Plan Set and there shall be no parking of motor vehicles off the site at any time except in designated legal on-street parking areas. The leasing plan shall not allow the allocation of parking spaces to tenants in excess of the available number.
- 3.16 The Petitioner shall provide or make available shuttle service between the Project buildings and public transportation stations during the hours of 7:00 a.m.-9:00 a.m. and 4:00-6:00 p.m. Monday through Friday.
- 3.17 The Petitioner shall undertake a transportation demand management program (TDM) program to facilitate carpooling, transit usage and parking management. A copy of the TDM program plan as described above shall be submitted to the Board for review and approval for compliance with the terms of the permit prior to the issuance of the occupancy certificate for each project phase.
- 3.18 The Petitioner shall pay a Traffic Improvement Fee to the Traffic Mitigation Fund, to be spent at the discretion of the Town of Needham. The Traffic Improvement Fee for the entire project is \$930,000.00. The Petitioner shall pay the entire fee for the full-build Project (\$930,000.00) upon the issuance of a building permit for the first office building planned to be constructed at the Property.
- 3.19 In addition to the Traffic Improvement Fee described in Section 3.18 above, the Petitioner has made a gift to the Town of Needham in the amount of \$75,000.00, for the purpose of hiring a traffic engineer to assist the Town to evaluate traffic measures that ought to be implemented to improve traffic conditions in the geographical area subject to the Traffic Mitigation Fund, either on an intermediate or long-term basis.
- 3.20 The Petitioner shall undertake the following measures:

- (a) The Petitioner shall make a contribution in the amount of \$1,000,000 to a New England Business Center owners' association (the "Association") to be created and to be comprised of owners of real estate within the New England Business Center Zoning District (the "NEBC") who wish to join the association. The \$1,000,000 shall be available for the association to use to address traffic and related issues that exist or which may exist in the future at any or all intersections in and around the NEBC as the Association shall deem advisable. Petitioner shall cooperate with the Association in connection with the Association's application of the \$1,000,000.00. The Petitioner made an initial payment of \$100,000 to the Association within thirty (30) days after the appeal period expired on the Original Decision with no appeal having been filed or if an appeal has been filed, within thirty (30) days after satisfactory resolution of the appeal. The balance of the funds shall be paid in four annual installments, each in the amount of \$225,000. Said payments shall commence one year after the original \$100,000 payment described was made.
- (b) Petitioner shall not request the Board to modify the \$930,000 payment to the Traffic Mitigation Fund as described in this First Amendment. Petitioner shall cooperate with the Association and the Town to ensure that the \$930,000 shall be used in part to mitigate traffic and related impacts of the Project, including but not limited to (and as a priority) the 4th Street and Kendrick Street intersection.
- (c) Petitioner will encourage its prospective tenants and/or purchasers of the proposed new office buildings to provide that ground floor retail uses in the office/R&D buildings (including, but not limited to retail establishments, restaurants, cafeterias, daycare, indoor athletic and exercise facilities) shall be open to the public.
- (d) Petitioner shall provide a bike share program for the NEBC (such as Zagster or similar programs).
- (e) The Transportation Demand Management program (TDM program) described in Section 3.17 of this First Amendment shall include (a) provisions for Zipcar parking spaces and (b) participation in the 128 Business Council's shuttle service, as more particularly described in Section 3.15 of this First Amendment.
- (f) Petitioner shall propose a commemorative historical exhibit and signage within the NEBC recognizing the NEBC as the first industrial park in the United States and shall use reasonable efforts to obtain approval for said exhibit and signage by the Design Review Board and other applicable Town boards or departments whose approval is required.
- (g) Petitioner shall provide up to \$100,000 to fund a new ingress and egress signage package for the NEBC. The Association to be created shall provide that it shall be responsible for payment of all costs and expenses related to said signage package, including permitting and installation in excess of such \$100,000.

3.21 All deliveries and trash dumpster pick up shall occur only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, not at all on Sundays and holidays. The trash shall be picked up no less than two times per week or as necessary. Notwithstanding the above, there shall be a prohibition against tractor-trailer deliveries in the loading dock area of Building 2 and

Building 3 between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. and 6:00 p.m.

- 3.22 All lights shall be shielded during the evening hours to prevent any annoyance to the neighbors and to minimize light pollution.
- 3.23 All new utilities, including telephone and electrical service, shall be installed underground from the street line or from any off-site utility easements, whichever is applicable. If installed from an off-site utility easement the utility shall be installed underground from the source within the easement.
- 3.24 All solid waste shall be removed from the Property by a private contractor. Snow shall also be removed or plowed by private contractor. All snow shall be removed or plowed such that the total number and size of required parking spaces remain available for use.
- 3.25 The Petitioner shall seal all abandoned drainage connections and other drainage connections where the Petitioner cannot identify the sources of the discharges. Sealing of abandoned drainage facilities and abandonment of all utilities shall be carried out as per Town requirements.
- 3.26 The Petitioner shall connect the sanitary sewer line only to known sources. All sources which cannot be identified shall be disconnected and properly sealed.
- 3.27 The Petitioner shall secure from the Needham Department of Public Works a Sewer Connection Permit and shall pay an impact fee, if applicable.
- 3.28 The Petitioner shall secure from the Needham Department of Public Works a Street Opening Permit.
- 3.29 The Storm Water Management Policy form shall be submitted to the Town of Needham signed and stamped and shall include construction mitigation and an operation and maintenance plan as described in the policy.
- 3.30 The construction, operation and maintenance of the subsurface infiltration facility, on-site catch basins and pavement areas, shall conform to the requirements outlined in the EPA's Memorandum of Understanding signed by the Needham Board of Selectmen.
- 3.31 The Petitioner shall implement the following maintenance plan:
 - (a) Parking lot sweeping - sweep twice per year; once in spring after snowmelt, and early fall.
 - (b) Catch basin cleaning - inspect basins twice per year; in late spring and fall. Clean basins in spring.
 - (c) Oil/grit separators - inspect bi-monthly and clean four times per year of all oil and grit.
- 3.32 The maintenance of parking lot landscaping and site landscaping, as shown on the plan, shall be the responsibility of the Petitioner. The undeveloped portions of the site shall be loamed and seeded on a temporary basis until future phases of work on the property are approved and implemented.

- 3.33 In constructing and operating the proposed building and parking area on the Property pursuant to this First Amendment, due diligence shall be exercised and reasonable efforts be made at all times to avoid damage to the surrounding areas or adverse impact on the environment.
- 3.34 Excavation material and debris, other than rock used for walls and ornamental purposes and fill suitable for placement elsewhere on the Property, shall be removed from the Property.
- 3.35 All construction staging shall be on-site. No construction parking shall be on public streets. Construction parking shall be all on-site or a combination of on-site and off-site parking at locations in which the Petitioner can make suitable arrangements. Construction staging plans shall be included in the final construction documents prior to the filing of a Building Permit and shall be subject to the review and approval of the Building Inspector.
- 3.36 The following interim safeguards shall be implemented during construction:
- (a) The hours of construction shall be 7:00 a.m. to 8:00 p.m. Monday through Saturday.
 - (b) The Petitioner's contractor shall provide temporary security chain-link or similar type fencing around the portions of the Project Property which require excavation or otherwise pose a danger to public safety.
 - (c) The Petitioner's contractor shall designate a person who shall be responsible for the construction process. That person shall be identified to the Police Department, the Department of Public Works, the Building Inspector, and the abutters and shall be contacted if problems arise during the construction process. The designee shall also be responsible for assuring that truck traffic and the delivery of construction material does not interfere with or endanger traffic flow on B Street, A Street, First Avenue and Second Avenue, or the adjacent roads.
 - (d) The Petitioner shall take the appropriate steps to minimize, to the maximum extent feasible, dust generated by the construction including, but not limited to, requiring subcontractors to place covers over open trucks transporting construction debris and keeping B Street, A Street, and First Avenue clean of dirt and debris and watering appropriate portions of the construction site from time to time as may be required.
- 3.37 Condominiumization of the Property. The Board hereby acknowledges that the land comprising the property and the improvements thereon were submitted to the provisions of Massachusetts General Laws Chapter 183A by the recording of the "Master Deed of Center 128 Condominium, Needham, Massachusetts," with the Norfolk County Registry of Deeds at Book 30268 and Page 511 (the "Master Deed"), thereby creating Center 128 Condominium (the "Condominium"). It is anticipated that the Master Deed of the Condominium will be amended to add, as additional Units, each new building constructed pursuant to this Special Permit.

The Master Deed specifically provides that each Unit Owner may submit its Unit to the provisions of Chapter 183A and establish a secondary condominium. In the event that a secondary condominium is created for a particular building/Unit authorized by this Special Permit, following the issuance of a permanent certificate of occupancy for the core and shell of that building/Unit, temporary and permanent certificates of occupancy may be issued for individual units within the secondary condominium unit. Except for condominiumization of the property and/or to base ownership on ground lease arrangements, the buildings and land

constituting the property shall remain under a single ownership. Nothing herein shall constitute permission for the hotel to be converted into a condominium hotel.

- 3.38 Design Guidelines. The Board approves the plans for the site, Building 1, Building 3, Garage A and Garage B, as filed. The Board approves Buildings 2, and 4, with general size, massing and locations of the buildings at a conceptual level as described in the application and using the plans for Building 1 as a template. As a prerequisite for final approval and the issuance of a building permit, each new building (and modifications to Building 1, Building 3, and Garage A and Garage B) shall be subject to design review by the Planning Board to determine conformance to the following Design Guidelines. Design approval shall be granted by the Planning Board for final plans that are consistent with the Design Guidelines and the applicable requirements of the By-Law. Design Review approval by the Planning Board shall constitute the Planning Board's determination that the proposed plans are consistent with this First Amendment and meet all applicable standards of review for the Project.

Design Guidelines

- 1) There shall be four office buildings and two free-standing garages. The total square footage of the four office buildings shall not exceed 740,000 sq. ft.
- 2) The buildings will be designed in a first class manner and Class A commercial building standards consistent with the Central Route 128 office market.
- 3) Building 1 is approximately 35% opaque. Of this amount, 60 to 70% may be precast concrete, natural or manufactured stone, brick or similar masonry material. The remainder may be metal, wood, ceramic, glass fiber reinforced concrete, fiber cement or similar panelized material to be used as part of wall and curtain wall systems. Synthetic stucco (EIFS) is prohibited.
- 4) Building 1 is approximately 65% transparent. Of this amount 60 to 70% may be glazing in a punched or ribbon arrangement. The remainder may be aluminum storefront or curtain wall systems. Vision glass will be low-e, minimally reflective and may be tinted for aesthetic effect without significantly reducing transparency. Mirrored or highly reflective glass is prohibited.
- 5) Building 1 shall serve as a template for Buildings 2 and 4. Quality design and construction will be carried through to all buildings. While there may be shared architectural elements and materials between the buildings, some variation is encouraged. Primary materials identified for Building 1 in a generic sense and assigned a proportional range of façade area will be carried through, with some variation, to Buildings 2 and 4.
- 6) Each building can be increased or decreased by not more than one floor.
- 7) The location of the building footprint may be moved not more than 15 ft. in any direction, as long as the minimum setbacks, site distances and required open space requirements are maintained.
- 8) The shape of the footprint of each building can be modified no more than 15 ft. in any direction, as long as the minimum setbacks, site distances, and required open space requirements are maintained.

9) The total square footage of each building shall not vary more than 15% than what is described hereinabove, except that a larger variation is acceptable if an additional floor is added to the building pursuant to Design Guideline (6) above and if the shape of the footprint of the building is modified pursuant to Design Guideline (8) above.

10) The 15 ft. variation in shape, size and location shall be applicable to Garage A and Garage B to the same extent as they are applicable to the office buildings as described in 7, 8 and 9 above.

11) Site changes, including landscaping, may be modified without further public hearing to accommodate changes in building shape, location and size described above.

12) Notwithstanding the foregoing, the Board finds that the Petitioner has the discretion to increase the number of parking spaces and levels in Garage A, and to decrease the number of parking spaces in Garage B without further Board review or approval, and without further Design Review Board review or approval, provided that the total number of parking spaces on the property remains at 2,734 spaces. Such changes are deemed to be consistent with the Design Guidelines set forth herein.

The proposed plans and an application for review shall be filed with the Planning Board. At the same time application materials shall also be submitted to the Design Review Board along with an application for design review. Within 20 days of receipt of the Design Review application, the Design Review Board shall hold a public meeting, to which the Applicant shall be invited for the purpose of determining whether the proposed plans fall within the Design Guidelines described above. Within 15 days of the meeting the Design Review Board shall transmit its determination as to the plans' compliance with the Design Guidelines described above and its design review report to both the Planning Board and Applicant. The Planning Board shall review said plans with the Applicant at its next public meeting following receipt of said recommendation from the Design Review Board provided such recommendation is received at least 7 days prior to the next scheduled meeting. If the Planning Board finds that the plans do fall within said Design Guidelines, the Planning Board shall approve and endorse said plans and transmit its decision to the Applicant and Building Inspector via memorandum. If the Planning Board finds that the plans do not fall within said Design Guidelines, the Applicant may modify said plans or file a Request for Further Site Plan Review with the Board. The Planning Board shall make its determination within 60 days of receipt of said plans from the Petitioner.

3.39 Project Phasing: The Planning Board approves the division of the Project into separate phases. The Board grants the Petitioner the discretion to initially determine and subsequently modify the location and sequence of individual phases subject to Board review and approval as described in Section 3.37 of this First Amendment and the provisions of this section and further provided that each phase includes the construction of a structure and parking spaces equal to or in excess of that which is required pursuant to the By-Law. The plans for each phase shall include the limits of the phase, and to the extent not already shown on the Alternative Plan Set approved by this First Amendment, the landscaping, walkways, and other hardscape and utility connections. Approval of a Project phase shall be granted by the Planning Board for plans that are consistent with the above-noted requirements and the applicable requirements of the By-Law. Approval of a Project phase by the Planning Board shall constitute the Planning Board's determination that the proposed phasing plans are consistent with this First Amendment and meet all applicable standards of review for the Project.

3.40 No building permit shall be issued for individual phases of the Project or the entirety of the Project in the pursuance of this First Amendment until:

- (a) The final plans shall be in conformity with those previously approved by the Board, or approved by the Board as provided in the Design Guidelines section of this First Amendment and a statement certifying such approval has been filed by this Board with the Building Inspector.
- (b) A phasing plan shall have been submitted to the Board for their review and approval pursuant to Section 3.39 of this First Amendment. The Board acknowledges that said phasing plan has been submitted to and approved by the Board for construction of the Hotel phase, and the phase consisting of Building 3 and associated parking as shown on the Alternative Plan Set.
- (c) A construction management and staging plan shall have been submitted to the Police Chief and Building Inspector for their review and approval.
- (d) The Town shall have received the portion of the Traffic Mitigation fee due as described in paragraph 3.18 of this First Amendment
- (e) The Plan shall be revised to include the specifications for the emergency back-up generator installed on B Street serving the building for which a building permit is being requested. A noise analysis shall be provided demonstrating that the back-up emergency generator for the affected building has been designed and will operate in compliance with all applicable Federal, state and local regulations, including those addressing sound attenuation to protect the adjoining adjacent properties. Said plan and noise analysis shall be submitted to and approved by the Board.
- (f) The Petitioner shall have recorded with the Norfolk County Registry of Deeds a certified copy of this approval with the appropriate reference to the Book and Page number of the recording of the Petitioner's Title, Deed or Notice endorsed thereon.

3.41 No building or structure, or portion thereof for any phase of the Project and subject to this First Amendment shall be occupied until:

- (a) An as-built plan supplied by the engineer of record certifying that the on-site and off-site Project improvements pertaining to the applicable phase of the Project 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, all finished grades and final construction details of the driveways, parking areas, drainage systems, utility installations, and sidewalk and curbing improvements in their true relationship to the lot lines for the applicable phase of the Project. In addition, the as-built plan for the applicable phase of the Project shall show the final location, size, depth, and material of all public and private utilities on the site and their points of connection to the individual utility, and all utilities which have been abandoned for the applicable phase of the Project. In addition to the engineer of record, said plan shall be certified by a Massachusetts Registered Land Surveyor.
- (b) There shall be filed, with the Building Inspector and Board, a statement by the registered professional engineer of record certifying that the finished grades and final construction details of the driveways, parking areas, drainage systems, utility installations, and

sidewalk and curbing improvements on-site and off-site, have been constructed to the standards of the Town of Needham Department of Public Works and in accordance with the approved plans for the applicable phase of the Project.

- (c) There shall be filed with the Board and Building Inspector an as-built Landscaping Plan showing the final location, number and type of plant material, final location, number and type of plant material, final landscape features, parking areas, and lighting installations for the applicable phase of the Project. Said plan shall be prepared by the landscape architect of record and shall include a certification that such improvements were completed according to the approved documents.
 - (d) The proposed new sidewalks on A Street, B Street and First Avenue shall have been built to Town of Needham specifications to the extent that the relevant portions of the sidewalks are part of the applicable phase of the Project.
 - (e) There shall be filed with the Board and Building Inspector a Final Affidavit signed by a registered architect upon completion of construction for the applicable phase of the Project.
 - (f) A copy of the TDM program as described in paragraph 3.17 of this First Amendment shall have been submitted to and approved by the Board for each Phase of the Project.
 - (g) The proposed roadways between A Street, B Street and First Avenue, shall have been completed to a stage where fire apparatus can easily maneuver throughout the proposed project. Water mains and fire hydrants shall be fully functional.
 - (h) There shall be filed by the Petitioner a supplemental letter from the Petitioner's acoustical Engineer certifying that the emergency back-up generator installed on B Street serving the building for which a certificate of occupancy is being requested has been installed such that its operation at any time of the day or night shall not exceed the applicable Commonwealth of Massachusetts and Town of Needham noise regulations.
 - (i) Notwithstanding the provisions of Section a, b, and c hereof, the Building Inspector may issue one or more certificates for temporary occupancy of all or portions of the building in each Phase prior to the installation of final landscaping and other site features, provided that the Petitioner shall have first filed with the Board a bond in an amount not less than 135% of the value of the aforementioned remaining landscaping or other work to secure installation of such landscaping and other site and construction features for such Phase of the Project.
- 3.42 At the time occupancy is granted for Building 3 and the southern side of Parking Garage B a safety zone having a minimum width of 25 feet on all sides of the structure shall be established where no flammable materials may be stored or staged.
- 3.43 The temporary "Fire Lane" located along the north side, and adjacent to, Parking Garage B shall be kept clear at all times, and shall be cleared of snow/ice during the winter months.
- 3.44 In addition to the provisions of this First Amendment, the Petitioner must comply with all applicable requirements of all state, federal, and local boards, commission or other agencies, including, but not limited to the Building Inspector, Fire Department, Department of Public Works, Conservation Commission, Police Department, and Board of Health.

- 3.45 The proposed new sidewalks on A Street, B Street and First Avenue shall be built to Town of Needham specifications to the extent that the relevant portions of the sidewalks are part of the applicable phase of the Project.
- 3.46 The building and parking area authorized for construction by this First Amendment (including the portion or phase that is the subject of such request) shall not be occupied or used, and no activity except the construction activity authorized by this permit shall be conducted within said area until a Certificate of Occupancy and Use or a Certificate of Temporary Occupancy and Use for said building or parking area has been issued by the Building Inspector.
- 3.47 The Petitioner, by accepting this First Amendment, warrants that the Petitioner has included all relevant documentation, reports, and information available to the Petitioner in the application submitted, and that this information is true and valid to the best of the Petitioner's knowledge.
- 3.48 Violation of any of the conditions of this First Amendment shall be grounds for revocation of any building permit or certificate of occupancy granted hereunder as follows: In the case of violation of any conditions of this First Amendment, the Town will notify the owner of such violation and give the owner reasonable time, not to exceed thirty (30) days, to cure the violation. If, at the end of said thirty (30) day period, the Petitioner has not cured the violation, or in the case of violations requiring more than thirty (30) days to cure, has not commenced the cure and prosecuted the cure continuously, the permit granting authority may, after notice to the Petitioner, conduct a hearing in order to determine whether the failure to abide by the conditions contained herein should result in a recommendation to the Building Inspector to revoke any building permit or certificate of occupancy granted hereunder. This provision is not intended to limit or curtail the Town's other remedies to enforce compliance with the conditions of this First Amendment including, without limitation, by an action for injunctive relief before any court of competent jurisdiction. The Petitioner agrees to reimburse the Town for its reasonable costs in connection with the enforcement of the conditions of this First Amendment if the Town prevails in such enforcement action.

LIMITATIONS

The authority granted to the Petitioner by this First Amendment is limited as follows:

- 4.1 This First Amendment applies only to the Property improvements, which are the subject of this First Amendment. All construction to be conducted on-site and off-site shall be conducted in accordance with the terms of this First Amendment and shall be limited to the improvements on the approved plans. There shall be no further development of this Property without further site plan approvals as required under Section 7.4 of the By-Law.
- 4.2 The Board, in accordance with M.G.L., Ch. 40A, S.9 and said Section 7.4, hereby retains jurisdiction to (after hearing) modify and/or amend the conditions to, or otherwise modify, amend or supplement, this First Amendment to clarify the terms and conditions of this First Amendment.
- 4.3 This First Amendment applies only to the Original Decision, the requested Amendment to Major Project Site Plan Review Special Permit and related special permits and approvals specifically granted herein. Other permits or approvals required by the By-Law, other governmental board, agencies or bodies having jurisdiction should not be assumed or implied by this First Amendment.

- 4.4 No approval of any indicated signs or advertising devices is implied by this First Amendment.
- 4.5 The foregoing restrictions are stated for the purpose of emphasizing their importance but are not intended to be all-inclusive or to negate the remainder of the By-Law.
- 4.6 This special permit shall be governed by the provisions of Chapter 40A and Section 7.5.2 of the By-Law, which establish the time within which construction authorized by the Original Decision, as amended by this First Amendment must commence. Construction of one of either the hotel, one parking garage, or office building must commence within two years of the date of filing of the Original Decision with the Town Clerk. In addition, if commencement of construction of the hotel is begun prior to the issuance of this Original Decision (by virtue of it being approved by the Hotel Decision), the requirements of the preceding sentence shall be deemed to have been satisfied.

Given the size of the Project, and its anticipated duration of full build out, the precise time for each subsequent building to commence construction cannot be established with any certainty at the time of the granting of this First Amendment. Therefore, the Board establishes the following conditions and limitations:

- a) All authorized construction of buildings and required site improvements, infrastructure and mitigation measures shall be constructed or under construction (or authorized by the issuance of a Building Permit), installed, or put into operation within ten (10) years of the date of filing of the Original Decision with the Town Clerk. Extension of the ten (10) year time period shall be permitted only for good cause.
- b) Should the Applicant or Permittee not seek design approval for a building for a period of two years from design approval for the preceding building, the Permittee shall report to the Board at the end of that two year period, updating the Board on the anticipated schedule for future construction, difficulties encountered in executing the balance of the Project, and whether the Permittee believes that the entire Project can be fully constructed within the ten (10) years provided, and if not how much additional time might be required.
- c) It is the intention of the Board that this First Amendment shall not lapse, and shall continue in effect, during the ten (10) year period, as long as the Permittee continues to report to the Board under subparagraph (b) above.

Any further requests for an extension of the time limit set forth herein must be in writing to the Board at least thirty (30) days prior to the expiration of the Original Decision. The Board herein reserves its rights and powers to grant or deny such extension without a public hearing. The Board, however, shall not grant an extension as herein provided unless it finds that the use of the property in question or the construction of the site has not begun except for good cause.

- 4.7 This First Amendment shall be recorded in the Norfolk District Registry of Deeds. This First Amendment shall not take effect until (1) a copy of this First Amendment bearing the certification of the Town Clerk that twenty (20) days have elapsed after this First Amendment has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied and (2) this First Amendment is recorded with Norfolk District Registry of Deeds, (3) the Petitioner has delivered a certified copy of the recorded document to the Board;

and (4) that a building permit has been issued to the Petitioner by the Town of Needham for Building 3 as shown on the Alternative Plan Set for TripAdvisor.

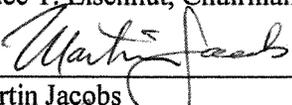
The provisions of this Major Site Plan Special Permit shall be binding upon every owner or owners of the lots and the executors, administrator, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land in accordance with their terms, in full force and effect for the benefit of and enforceable by the Town of Needham.

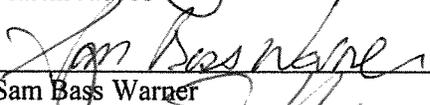
Any person aggrieved by this First Amendment may appeal pursuant to the General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this First Amendment with the Needham Town Clerk.

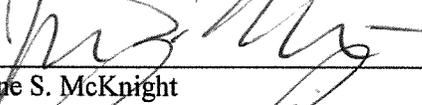
Witness our hands this 2nd day of April, 2013.

NEEDHAM PLANNING BOARD


Bruce T. Eisenhut, Chairman


Martin Jacobs


Sam Bass Warner


Jeanne S. McKnight

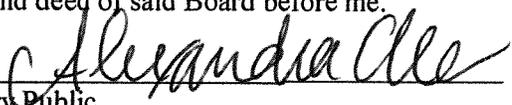

Ronald W. Ruth

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

April 2 2013

On this 2 day of April, 2013, before me, the undersigned notary public, personally appeared Bruce Eisenhut, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was in the form of a state issued drivers license, to be the person whose name is signed on the proceeding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.


Notary Public
My Commission Expires: April 2, 2015

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the approval of the Project proposed by Normandy Real Estate Partners, 99 Summer Street, Boston, Massachusetts, for property located at 360 First Avenue, 410 First Avenue and 66B Street, Needham, Massachusetts, has passed, and there have been no appeals made to this office. (All Judicial Appeals taken from this First Amendment have been dismissed.)

April 30, 2013
Date

Helen F. Atkinson
Theodora K. Eaton, Town Clerk
Helen F. Atkinson, Asst. Town Clerk

Copy sent to:

Petitioner-Certified Mail # _____
Town Clerk
Building Inspector
Director, PWD
Board of Health
Conservation Commission
Design Review Board

Board of Selectmen
Engineering
Fire Department
Police Department
Roy A. Cramer
Parties in Interest

Parking Demand Calculations

Parking Demand Estimate per ITE Parking Generation, 4th Edition

Center 128 West and Center 128 East

		Average	
		Equation	Rate
Office Building			
LUC 701		$P = 0.84(X) - 10$	0.83
Employees:	5,000	4190	4150
Hotel			
LUC 310		$P = 1.10(X) - 59$	0.89
Occupied Rooms:	256	223	228
Retail			
LUC 820 Shopping Center		$P = 1.59(X) + 138$	2.55
S.F.	19,000	169	49
Center 128 East and West		4462¹	4427

¹ Includes 49 spaces for retail

2nd Avenue Residences

		Average	
		Equation	Rate
Low/Mid-Rise Apartments			
LUC 221		$P = 1.42(X) - 38$	1.23
Dwelling Units	390	516	480
Total		516	480
Needham Crossing Demand		4978	4907

Parking Requirements per Local Zoning

Center 128 West	Per Zoning		
	Gross Square Feet	Requirement	Spaces
Trip Advisor	288,092	1 per 300 s.f.	961
Trip Advisor Expansion	135,000	1 per 300 s.f.	450
380 A Street	190,000	1 per 300 s.f.	634
37 A Street	126,908	1 per 300 s.f.	423
Office	740,000	1 per room, 1/3 employees and 1/200 s.f. function	2,468
Hotel	85,000		140
Total			2,608

Per Special Permit
1,040
1,000
580
43
2,663
71
2,734

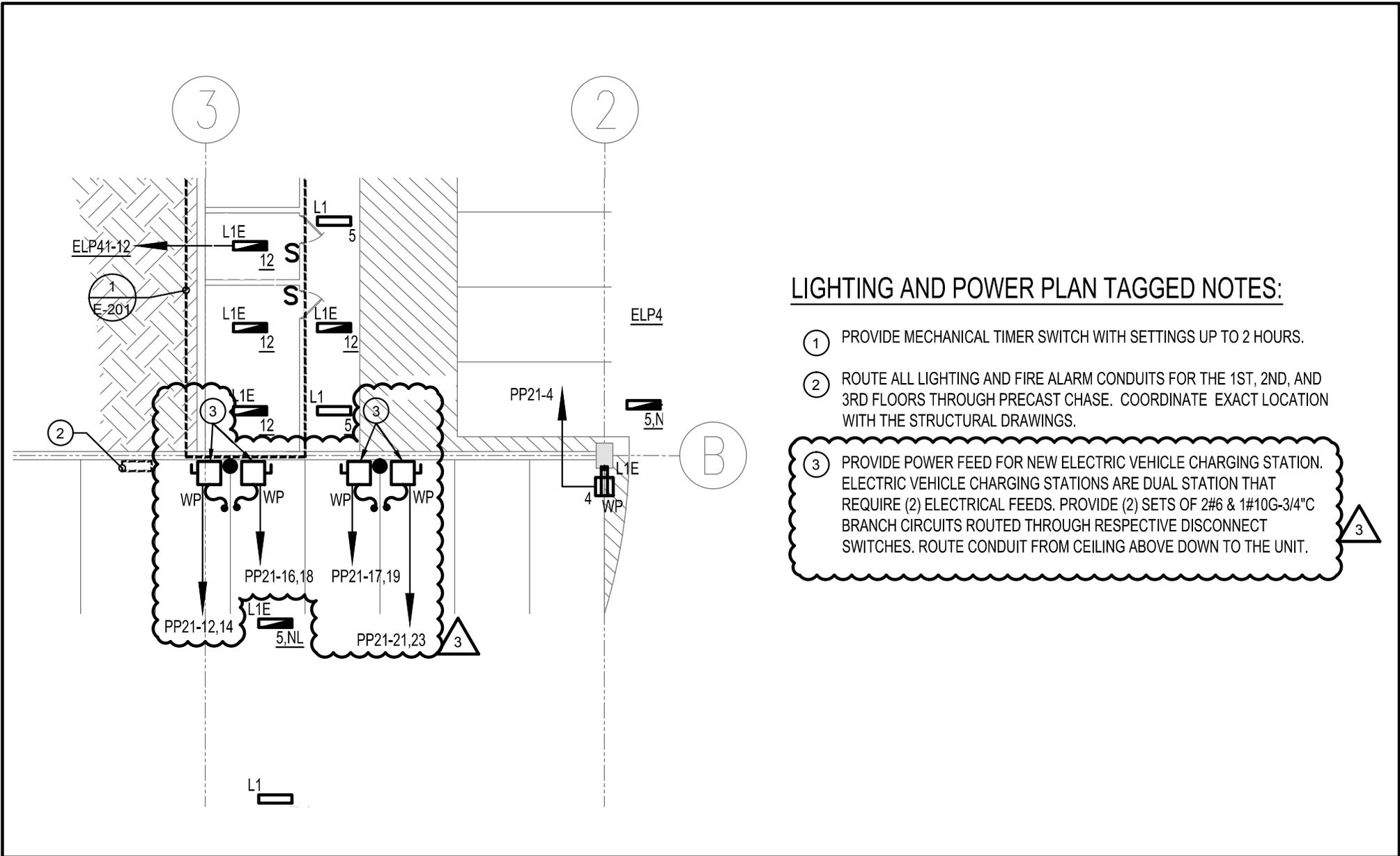
Center 128 East	Per Zoning		
	Gross Square Feet	Requirement	Spaces
77 A St	260,429	1 per 300 s.f.	869
189 B St	160,000	1 per 300 s.f.	534
Total Office	420,429	1 per 300 s.f. 1 per room, 1/3 employees and 1/200 s.f. function	1,403
Total Retail	19,000		64
Total Hotel	90,000		140
Total			1,607

2nd Avenue Residences	Per Zoning		
	Gross Square Feet	Requirement	Spaces
Apartments	390	1.5 per unit	585
Total			585

Total	4,800
--------------	--------------

Summary by Land Use	Spaces
Office	3,871 spaces
Retail	64 spaces
Hotel	280 spaces
Residential	585 spaces
Total	4,800 spaces

Electric Vehicle Charging Stations



LIGHTING AND POWER PLAN TAGGED NOTES:

- ① PROVIDE MECHANICAL TIMER SWITCH WITH SETTINGS UP TO 2 HOURS.
- ② ROUTE ALL LIGHTING AND FIRE ALARM CONDUITS FOR THE 1ST, 2ND, AND 3RD FLOORS THROUGH PRECAST CHASE. COORDINATE EXACT LOCATION WITH THE STRUCTURAL DRAWINGS.
- ③ PROVIDE POWER FEED FOR NEW ELECTRIC VEHICLE CHARGING STATION. ELECTRIC VEHICLE CHARGING STATIONS ARE DUAL STATION THAT REQUIRE (2) ELECTRICAL FEEDS. PROVIDE (2) SETS OF 2#6 & 1#10G-3/4"C BRANCH CIRCUITS ROUTED THROUGH RESPECTIVE DISCONNECT SWITCHES. ROUTE CONDUIT FROM CEILING ABOVE DOWN TO THE UNIT.

Project: 380-B FIRST AVENUE

Drawing Title: ELECTRICAL GARAGE FIRST FLOOR PLAN



R. W. Sullivan Engineering
 HVAC . Electrical . Plumbing . Fire Protection . Code
 The Schrafft Center, 529 Main St., Suite 203
 Boston, Massachusetts 02129-1107
 Phone: (617) 523-8227 www.rwsullivan.com
 RWS JOB # 130293.00

Architect: ELKUS MANFREDI
 Submission: BULLETIN #G010

Drawn By: CMM	Job No: 130293.00	Sketch No:
Checked By: CMM	Date: 07/08/2014	SKE-G-10
Scale: N.T.S.	Revision: 3	Dwg No: E-101

NEW "PP21" PANEL SCHEDULE

VOLTS	208											2	MAINS	250A
PHASE	3Ø												BUSSING	400A
WIRE	4W												FEED	MCB
A.I.C.	10,000												MOUNTING	SURFACE
CIRCUIT	SERVICE DESCRIPTION	BREAKER	POLES	A	B	C	POLES	BREAKER	SERVICE DESCRIPTION	CIRCUIT				
1	IRRIGATION SYSTEM CONTROL PANEL	20A	3P				1P	20A	GARAGE RECEPTACLES	2				
3							1P	20A	GARAGE RECEPTACLES	4				
5							1P	20A	EF-1	6				
7	LIGHTING CONTROL PANEL 'LCP1'	20A	1P				1P	20A	TELCOM RECEPTACLE	8				
9	PUMP SYSTEM CONTROLLER	20A	1P				1P	20A	TELCOM RECEPTACLE	10				
11	ELECTRICAL ROOM RECEPTACLE	20A	1P				2P	40A	DUAL EV CHARGING STATION	12				
13	IRRIGATION ROOM RECEPTACLE	20A	1P							14				
15	EMERGENCY ELECTRICAL ROOM RECEPTACLE	20A	1P							16				
17	DUAL EV CHARGING STATION	40A	2P				2P	40A	DUAL EV CHARGING STATION	18				
19										1P	20A	SPARE	20	
21										1P	20A	SPARE	22	
23	DUAL EV CHARGING STATION	40A	2P				1P	20A	SPARE	24				
25	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	26				
27	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	28				
29	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	30				
31	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	32				
33	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	34				
35	SPACE + PROVISIONS		1P				1P		SPACE + PROVISIONS	36				
37	PANEL 'PP25'	100A	3P				1P		SPACE + PROVISIONS	38				
39							1P		SPACE + PROVISIONS	40				
41									1P		SPACE + PROVISIONS	42		

2

5

5

Project: 380-B FIRST AVENUE

Drawing Title: ELECTRICAL PANEL SCHEDULES

CT4000 Family

ChargePoint® Charging Stations

The CT4000 is the latest generation of ChargePoint charging stations. Refined yet rugged, the CT4000 family sets the industry standard for functionality and aesthetics. A robust cord retraction system comes standard on all CT4000 models to eliminate unsightly cords on the ground, and to keep your drivers from having to touch charging cables.

The CT4000 full motion color LCD display instructs drivers while supporting dynamic updates of custom branded videos and advertisements.

The intelligent power sharing feature of the CT4000 doubles the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW.

Available in bollard and wall mount configurations, the CT4000 supports easy installation anywhere. To future proof your investment, all stations are fully software upgradeable over the air.

Corporate Branding and Video Advertising

- + Download full motion color videos to your stations¹
- + Custom replaceable signage to project your brand
- + Custom “helmet” printing available²

Intelligent Power Sharing

- + Reduced installation and operating costs
- + Dynamically share one 40A circuit between two parking spaces
- + Double the number of parking spaces for a given site’s power capacity
- + Upgrade a single port station to dual port with no electrical upgrade

Cord Management

- + Keep charging cords off the ground and out of drivers hands
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -22°F to +122°F product temperature range

Driver Friendly User interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint’s world class 24/7/365 driver phone support

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by % of running average or to fixed power output

The standard *EV Charging Only* sign is easily replaceable with your branding.

The cap of the CT4000 family is also available for custom branding.

The 5.7” LCD display provides full motion charging instructions in a clear and simple format. It also allows station owners to deliver advertising messaging.

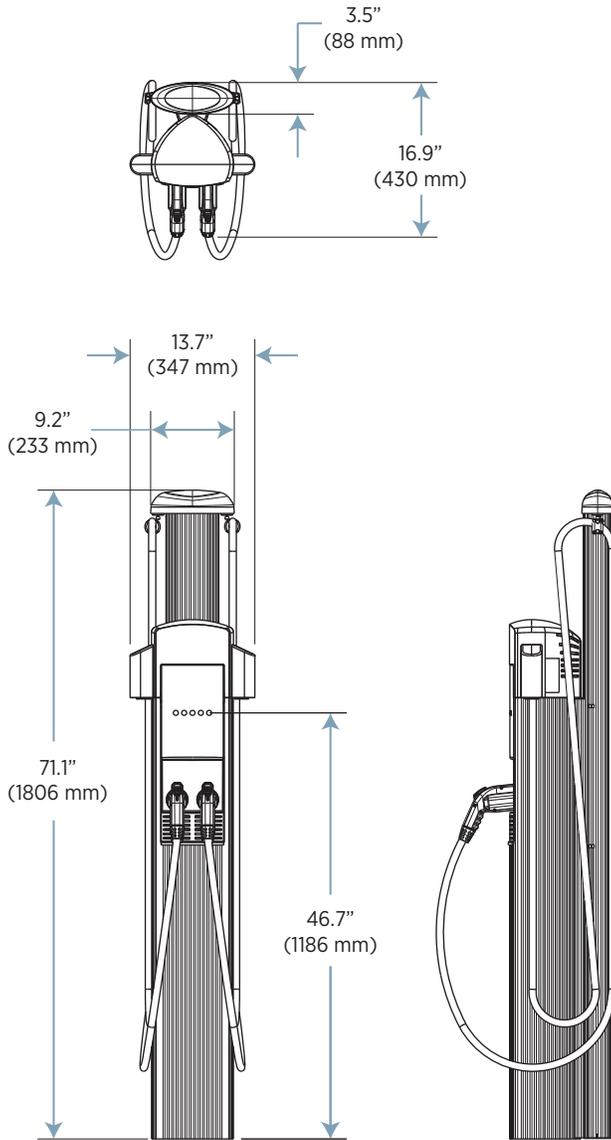
Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.



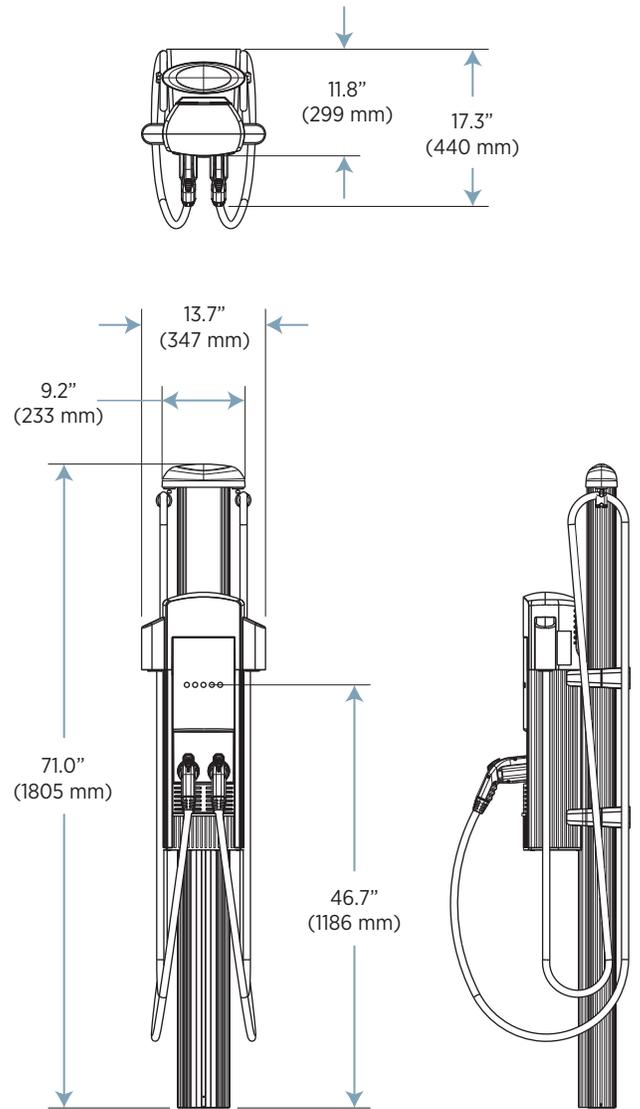
¹ Download fees apply

² Minimum order quantities apply

CT4021 Bollard



CT4023 Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating – Standard	208/240VAC 60Hz single phase @ 32A	208/240VAC 60Hz single phase @ 32A x 2
AC Power Input Rating – Power Sharing	n/a	208/240 VAC 60Hz single phase @ 32A
Input Power Connections – Standard	One 40A branch circuit	Two independent 40A branch circuits
Input Power Connections – Power Sharing	n/a	One 40A branch circuit
Required Service Panel Breaker – Standard	40A dual pole (non-GFCI type)	40A dual pole (non-GFCI type) x 2
Required Service Panel Breaker – Power Sharing	n/a	40A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring – Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring – Power Sharing	n/a	3-wire (L1, L2, Earth)
Station Power	8W typical (standby), 15W maximum (operation)	

Electrical Output

AC - Standard	7.2kW (240VAC @ 30A)	7.2kW (240VAC @ 30A) x 2
AC - Power Sharing	n/a	7.2kW (240VAC @ 30A) x 1 OR 3.8kW (240VAC @ 16A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18' (5.5 meters)	18' (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (32A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	221°F (105°C)
Maximum Charging Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

CT4021 Bollard charging station



CT4023 Wall Mount charging station



Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is:

Model-Options-Warranty

Option	Order Code	
Model	Single Port Bollard Mount	CT4011
	Dual Port Bollard Mount	CT4021
	Single Port Wall Mount	CT4013
	Dual Port Wall Mount	CT4023
Options	Integral Gateway Modem - USA	-GW1
	Integral Gateway Modem - Canada	-GW2
Warranty	Parts Only Extended Warranty - 2, 3, 4, or 5 year	CT4000-EWn*

* Substitute *n* for the duration of the warranty (2, 3, 4, or 5 year)

Order Code Examples

If ordering this	the order code is
Dual Port Bollard Mount USA Gateway Station	CT4021-GW1
Single Port Wall Mount Station with 5 Year Warranty	CT4013 CT4000-EW5
Dual Port Wall Mount Canada Gateway Station with 2 Year Warranty	CT4023-GW2 CT4000-EW2

For More Information

Visit chargepoint.com

Follow us on Twitter [@chargepointnet](https://twitter.com/chargepointnet)

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ChargePoint, Inc.
1692 Dell Avenue | Campbell, CA | 95008-6901 USA
+1.408.370.3802 or toll free 877.370.3802
chargepoint.com

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**Trip Advisor
New Shuttle Bus Schedule**

Shuttle "A" Schedule

Newton Highlands to 400 1st Avenue

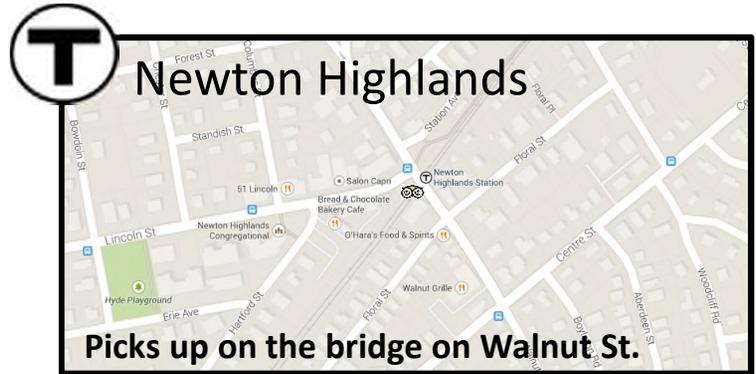
Morning Schedule							
Depart Newton Highlands	7:52 AM	8:10 AM	8:33 AM	8:53 AM	9:15 AM	9:35 AM	9:57 AM
Arrive 400 1st Ave	8:00 AM	8:20 AM	8:43 AM	9:03 AM	9:25 AM	9:45 AM	10:05 AM

Evening Schedule							
Depart 400 1st Ave	4:30 PM	4:50 PM	5:10 PM	5:35 PM	6:00 PM	6:25 PM	6:45 PM <small>Except Fridays!</small>
Arrive Newton Highlands	4:40 PM	5:00 PM	5:20 PM	5:45 PM	6:10 PM	6:35 PM	6:55 PM <small>Except Fridays!</small>

All shuttles run Monday-Friday only.
 The 6:45 PM shuttle does not run on Fridays.



Transportation for this route provided by:



"B" and "C" Shuttle Schedule

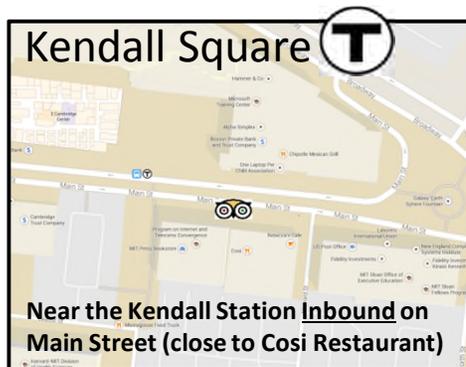
Cambridge Stops to 400 First Avenue

Morning Schedule			
	Shuttle "B"	Shuttle "C"	Shuttle "B"
Depart Kendall Square	7:30 AM	8:00 AM	8:55 AM
Depart Central Square	7:34 AM	8:04 AM	8:59 AM
Arrive 400 1st Ave	8:10 AM	8:40 AM	9:30 AM

Evening Schedule			
	Shuttle "B"	Shuttle "C"	Shuttle "B"
Depart 400 1st Ave	5:30 PM	6:15 PM	6:55 PM
Arrive Central Square	6:03 PM	6:45 PM	7:23 PM
Arrive Kendall Square	6:10 PM	6:50 PM	7:30 PM

All shuttles run Monday-Friday only.

Transportation for this route provided by:



MBTA Correspondence

Doherty, Nancy

From: Doherty, Nancy
Sent: Wednesday, July 22, 2015 9:49 AM
To: 'mdullea@mbta.com'
Cc: Isabel Acuna (Avison Young) (isabel.acuna@avisonyoung.com)
Subject: FW: Needham Center 128 Project - MBTA

Hi Melissa,

Thank you very much for speaking with me earlier this morning. I was sorry to hear that Greg as left the MBTA, but look forward to working with you. As I mentioned, below is an e-mail which was sent to Greg yesterday with our request to possibly increase service in the area.

Thank you,

Nancy B. Doherty, PE | Senior Project Engineer
Direct: 508.786.2208 | Main: 508.786.2200 | Fax: 508.786.2201
nancy.doherty@tetrattech.com

Tetra Tech, Inc. | Water, Environment and Infrastructure
Marlborough Technology Park | 100 Nickerson Road | Marlborough, MA 01752 www.tetrattech.com

Hi Greg,

You may recall that Normandy has proposed significant development within the New England Business Center in Needham. When we contacted you back in October 2014, the project included 740,000 s.f. of office space and a 128 room hotel. The project has been expanded to include approximately 1,160,000 s.f. of office space, two 128 room hotels, 390 apartments and 19,000 s.f. of retail space. With the expected increase in employee density and new residents within the NEBC, MassDOT in its comment letter on the Project's Notice of Project Change, requested that we contact you again to discuss the potential of increasing service in the area.

Currently the nearest bus service is via a bus stop located at the corner of Winchester Street/Nahantan Street in Newton serviced by Route 52e. Providing morning peak period service from the south, and increased service during other periods, would be beneficial to the highly traveled area, as would rerouting the bus route through the NEBC via 4th Avenue and 2nd Avenue. The next nearest bus stop is located at the Oak Street/Chestnut Street intersection, serviced by Route 59. Route 59 connects the Needham Junction Commuter Rail Stop (south) to Watertown Square (north).

As no existing transit service is currently available (either through the MBTA or the 128 Business Council) which connects the NEBC to the Commuter Rail station in Needham Heights (served by Bus Route 59), increased frequency, with rerouting of Bus Route 59 through the NEBC, would also be beneficial to the NEBC and the Highland Avenue corridor.

We understand that resources are very limited within the MBTA system and appreciate any consideration of the above requests. If possible, we would like to meet with you to discuss how increased service could be provided in the area.

Thank you,

From: Strangeways, Greg [<mailto:GStrangeways@MBTA.com>]
Sent: Wednesday, October 08, 2014 2:08 PM
To: 'Isabel Acuna (Avison Young)'; Doherty, Nancy
Subject: RE: Needham Center 128 Project - MBTA

Hello Isabel,

Sorry for the delay in responding. We have received the request for bus service to be more frequent in the area of New England Business Center in Needham, as well as to have buses routed closer to the site. We will keep these requests in mind as we undertake future service planning. Any extension of the bus routes, or additional trips, would require resources not currently available.

It should be noted that currently all available MBTA vehicles are deployed during rush hours, when there are already many overcrowded bus routes. And at this time, no additional buses could be operated even if the vehicles were purchased, since the MBTA would need to build additional bus facilities in order to be able to maintain and repair an expanded fleet. So it is unlikely that we could add the requested service in the short term. However, the MBTA is undertaking a comprehensive analysis of our fleet, service, and facilities so that we can meet future service needs in the region. As mentioned, we will keep your request in mind as we go forward.

Please feel free to contact me with any questions. Thank you for letting us know about these transportation needs.

Greg

Greg Strangeways
Manager of Service Planning
MBTA
45 High Street
Boston, MA 02110
617-222-2102
gstrangeways@mbta.com

From: Isabel Acuna (Avison Young) [<mailto:isabel.acuna@avisonyoung.com>]
Sent: Wednesday, October 08, 2014 1:48 PM
To: Doherty, Nancy; Strangeways, Greg
Subject: RE: Needham Center 128 Project - MBTA

Good afternoon Greg,

Have you had an opportunity to review our below request?

We are trying to complete the SEIR as soon as possible.

Thank you so much in advance for your help!

Best regards,

Isabel

Isabel Acuña, LEED AP BD+C
Director of Project Management
isabel.acuna@avisonyoung.com
Avison Young
99 Summer Street
Suite 200
Boston, MA 02110

D 617.456.1365
T 617.443.0978

avisonyoung.com



Avison Young Project Management USA, LLC
[Legal Disclaimer](#)

From: Doherty, Nancy [<mailto:nancy.doherty@tetrattech.com>]
Sent: Wednesday, October 01, 2014 2:17 PM
To: gstrangeways@mbta.com
Cc: Isabel Acuna (Avison Young)
Subject: Needham Center 128 Project - MBTA

Hi Greg,

Normandy Real Estate Partners is proposing a new office/hotel development, known as Center 128, within the existing New England Business Center (NEBC) in Needham, MA. The NEBC is located east of Rte. 128, south of Highland Ave. and north of Kendrick Street. The project includes 740,000 s.f. of office space, approximately a third of which will be occupied by Trip Advisor within the year and a 128 room hotel (currently built and occupied). With the expected increase in employee density within the NEBC, MassDOT in its comment letter on the Project's ENF, has requested that we contact you to discuss the potential of increasing service in the area. Tetra Tech has been retained by Normandy Real Estate to prepare the transportation portion of the SEIR scoped by MEPA for the Project.

Currently the nearest bus service is via a bus stop located at the corner of Winchester Street/Nahantan Street in Newton serviced by Route 52e. Route 52e travels between the Dedham Mall on Route 1 (southerly terminus) and Watertown Square (northerly terminus). The current service at the Winchester Street/Dedham Street bus stop is summarized in the table below. Providing morning peak period service from the south, and increased service during other periods, would be beneficial to the highly traveled area, as would rerouting the bus route through the NEBC via 4th Avenue and 2nd Avenue.

Bus Route 52e

	Morning Peak Period	Afternoon Peak Period

	(Arrivals)	(Departures)
To/from the south (Dedham Mall)	None	4:52 p.m. 6:02 p.m.
To/from the north (Watertown Square)	8:50 a.m.	4:11 p.m. 5:07 p.m.

The next nearest bus stop is located at the Oak Street/Chestnut Street intersection, serviced by Route 59. Route 59 connects the Needham Junction Commuter Rail Stop (south) to Watertown Square (north). Service at the Oak Street/Chestnut Street bus stop in Newton is as follows:

Bus Route 59

	Morning Peak Period (Arrivals)	Afternoon Peak Period (Departures)
To/from the south (Needham Junction)	7:08 a.m. 8:54 a.m.	4:16 p.m. 4:51 p.m. 5:24 p.m. 5:55 p.m.
To/from the north (Watertown Square)	6:54 a.m. 7:38 a.m. 8:16 a.m. 8:48 a.m.	4:19 p.m. 6:03 p.m.

As no existing transit service is currently available (either through the MBTA or the 128 Business Council) which connects the NEBC to the Commuter Rail station in Needham Heights (served by Bus Route 59), increased frequency, with rerouting of Bus Route 59 through the NEBC, would also be beneficial to the NEBC and Highland Avenue corridor.

We understand that resources are very limited within the MBTA system and appreciate any consideration of the above requests.

Thank you,

Nancy B. Doherty , P.E. | Eng.Transportation Engineer V.
Direct +1 (508)903-2008 | Business +1 (508) 903-2000 | nancy.doherty@tetrattech.com

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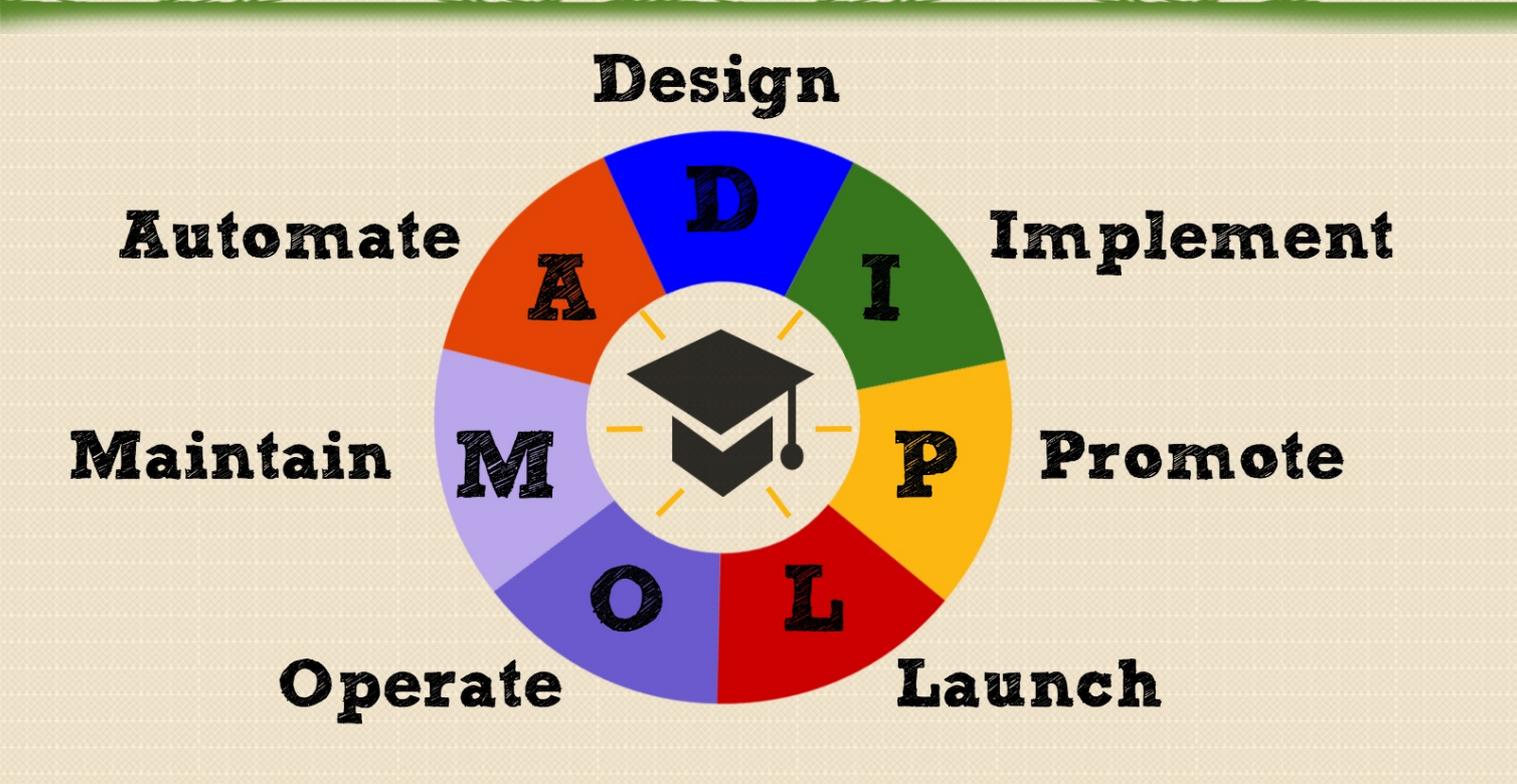
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Shared Bicycle Information

Bike Share U

How
Your Company
 Can Earn Its
Bike Share
DIPLOMA

The guide for building a bike share program that grows your talent, improves your transportation options, promotes health and wellness, and drives corporate sustainability.



Design

Every company and facility is different. Which means you can't simply buy a bike for every x employees and hope things will work. You should analyze what problems you can solve with biking, such as transportation, talent, recreation, wellness, and sustainability. Think about what areas are too far to walk but too close to drive. Bike sharing can solve real challenges when approached the right way.

Implement

Implementation of a bike share system is an important (and often overlooked) step. It's more than just putting the docks and bikes on the ground. It's implementing the program around the bike share. For instance, how will you use the bike share to build your corporate brand and recruit/retain talent? How will you ensure (and insure!) the safety of the talented employees you have? How will you manage all of the moving parts on an ongoing basis?

Promote

You're doing a bike share program for your own reasons. But whatever they are, you'll evaluate success using data, such as the number of riders and their amount of rides. So, why wait to promote it? Along with your internal communications channels, promotion strategies like branded signage, events, giveaways, and local bike maps, can help boost adoption. If you use bike share technology, you can review the data to see what works for your riders.

Launch



You made it this far! You're boldly going where only the top companies in their industries have gone before. Your business will be known among the leaders in employee transportation, and you will have a great notch for your belt. All you need to do is pick a date for it to start, coordinate a launch event, give your employees access, and watch the smiles for miles. Oh, you'll probably want to celebrate with your peers by jumping on a bike. Before the champagne, of course.

Operate

A bike share launch is a new beginning, especially for its operator. The operator is in charge of maintenance dispatching, hardware support, rider happiness, and more. Big-city bike shares are always operated by companies who do bike share operations for a living. But for corporations, it's often thrown on someone's plate. The operator is the throat to choke if things go wrong, and it's not an easy job. Zagster is the only company with the experience, technology, and national maintenance network to manage bike share operations for businesses. Let your people do their real jobs!



Maintain

Maintenance is more than a job -- it's a responsibility to keep your employees safe. And for all bike share programs that have insurance (hint, every company should have it), it's a requirement. Staff trusted to maintain your company's bikes should have at least a couple years of professional bike shop experience, should have structure around their duties, and should have proven reliability. Oh, and the right set of tools is necessary. A flat tire is more than a useless bike -- it's an eyesore. Gotta grease those chains and pump those tires on every bike at least every two weeks!



Automate

The best bike shares in the world are automated. Because managing all of the local operations of a bike share system is hard enough, and there's so much more value you can get from a system that's automated. Automated bike share systems are built using technology that enables:

- Check-in/check-out in a matter of seconds via mobile app, for your employees only.
- Compliance with risk management, including custom parameters and company waivers.
- Data so you know your top riders, the most popular routes, and which bikes need maintenance first.

Some companies buy a bunch of bikes and leave them around. That's like providing cars without keys, riding them without licenses, and parking in lots without parking spots. Zagster provides the leading mobile applications, hardware technology, and operations for automated, employee-pleasing systems.



Graduate to the leader in bike sharing for business.



Fully turnkey, for one low monthly fee. You'll be in good company.



Want to learn more? Call 844-ZAGSTER or email Sales@zagster.com

What is Zagster?

Fully Automated Bike Sharing

- Connected bikes, racks and signage
- Tracking technology
- Complete maintenance
- 24/7 rider support
- Industry-standard \$2M insurance
- At GM, US Bank, Yale, Duke, etc.



NEED A BIKE?
**BORROW
OURS FOR
FREE!**

We've got one for you.
Right Here!

Reserve your Zagster bike hours or seconds in advance, online or at the bike.

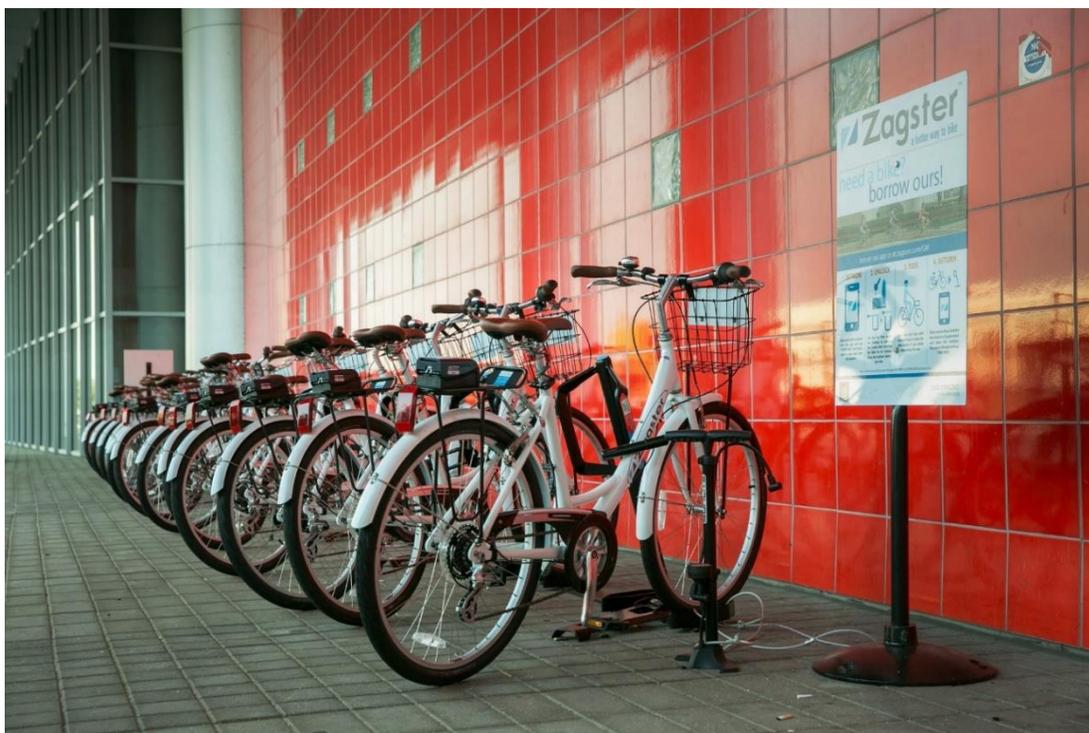
Join or learn more at:
zagster.com/quickenloans



JOIN • RESERVE • UNLOCK • RIDE » IT'S THAT EASY!

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Quicken Loans
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Rock

www.zagster.com **1-202-99WEZAG**
(1-202-999-3829)



BIKE SHARING FOR CENTER 128

WHO/WHAT/WHEN/WHERE/WHY/HOW

WHO

Zagster is a leader in the booming bike sharing industry. With innovative technology, backing from leading transportation investors, and great customers like Kayne Anderson, National Development, EdR, Nordblom, Hines, Samsung, Workday, General Motors, Quicken Loans, Duke University, Yale University, Princeton University, Santa Clara University, The Bainbridge Companies, Related Management, Four Seasons Hotels, (and more!), Zagster is well-positioned to lead bike sharing into its next era.

WHAT

Zagster provides full-service, turnkey, innovative bike sharing systems. Customers enjoy the many benefits of bike sharing, without having to manage the operational headaches.

Hardware	Software	Operations
Bikes	Zagster iOS App	Complete Maintenance
Docks	Zagster Android App	Repairs and Replacements
Lockboxes	Text Reservation Support	24x7 Rider Phone Support
Locks	Custom Website	\$2M General Liability Policy
Custom Branding	Real-Time Data	Marketing Assistance
Custom Signage	Administrative Dashboard	Dedicated Account Management, Marketing and Communications

WHEN

Up and running in as little as two weeks from when you sign on with Zagster. Seriously!

WHERE

Anywhere in the country, at locations on your property or campus. As many as you want.

WHY

We understand that Avison Young and Normandy Real Estate Partners are considering offering bike sharing at Center 128, their award winning, 14 acre office park community in Needham, MA as an amenity focused on office tenants. Bike sharing is a key amenity, marked by a shift in the industry, for the world's leading developers, properties and management companies and can support Center 128's initiatives at a fraction of the cost of alternatives. To be successful for Center 128, the solution must be:

- Automated, to provide a professional, standardized, high-quality, cutting-edge experience
- Scalable, to easily grow when and where it's successful
- Subsidized by the people who use it, through rider fees if necessary
- Sustainable, and marketed to promote ridership
- Safe and reliable at all times
- Fully supported by a vendor with experience managing programs for leading developers

Zagster is uniquely suited to be a key transportation partner to Center 128. We look forward to a successful partnership.

Timothy Ericson, CEO and Co-Founder



HOW

How do people join?

Custom website

Zagster a better way to bike

LOCATIONS PRICING HOW IT WORKS FAQs **JOIN** **LOGIN**

Yale Bike Share at Yale University

Join and ride with our app. **GET IT FOR IPHONE & ANDROID**

Locations

Pricing

MEMBERSHIP FEE
\$30 billed annually

Rides shorter than **4 hours** are **FREE**

then pay **\$3/hour** up to **\$24/ride**

You will be charged an additional \$30 late fee for keeping a bike over 24 hours.

JOIN

How It Works

- 1. BORROW**
Enter your bike's number into the app and tap "START RIDE". You'll get a code to open and close the lockbox.
- 2. UNLOCK**
Use the key from inside the lockbox to operate the U-lock that attaches the bike to its station. Close the lockbox before you ride.
- 3. RIDE**
Have fun and stay safe! Use the U-lock to keep the bike secure if you make stops along the way. Your lockbox code will continue to work during your ride.
- 4. RETURN**
When you're done, lock the bike back to a Yale Zagster station and close the lockbox. Then go to the app and tap "END RIDE".

You can also borrow bikes using SMS text messages. Check out our Support page for more info.

How do people ride?

Zagster Apps

Get a code > **Enter it on the bike** > **Return happy**

No Smartphone?

No Problem

How do you know you're successful?

Zagster Dash

Reporting Tools

Reports

- ▣ Rental Report

Filters

Bike #

First Name

Last Name

Phone

Email
- ▣ User Report

Statistics

- ▣ User Count
- ▣ Rental Count
- ▣ Network Totals

Date Range

Date From

To

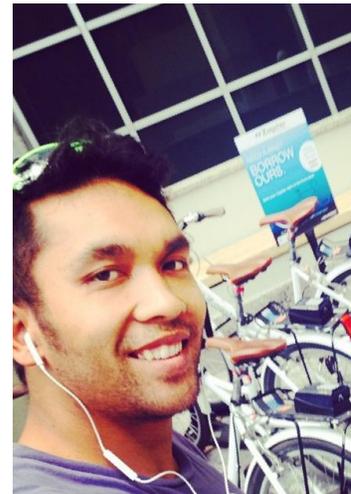
Base Network Stats		Average Rentals		Last 10 days	
Total Users :	561	Avg rentals per day :	25.27	New users :	9
Total rentals :	5205	Per weekend day :	22.19	Rentals :	374
Weekday rentals :	3899	Per weekday :	26.50	Average rentals :	37.00
Weekend rentals :	1306				

Name	Bike #	RentalStart	RentalEnd	Duration	
Karl Bag	131	Sterling Memorial Library	11/11/2013 5:50 PM	11/11/2013 6:00 PM	10 minutes
Karl Bag	131	Sterling Memorial Library	11/11/2013 10:16 AM	11/11/2013 12:42 PM	2 hours, 26 minutes
Ray Young	131	Sterling Memorial Library	11/7/2013 2:41 PM	11/7/2013 6:06 PM	3 hours, 24 minutes
Ulysses Nidro	131	Sterling Memorial Library	10/31/2013 12:57 PM	10/31/2013 1:04 PM	6 minutes
Chris Jafaga	131	Sterling Memorial Library	10/30/2013 2:14 PM	10/30/2013 3:51 PM	1 hours, 36 minutes
Chris Jafaga	131	Sterling Memorial Library	10/29/2013 7:29 PM	10/29/2013 9:31 PM	2 hours, 2 minutes
Mario Gonzalez	131	Sterling Memorial Library	10/29/2013 3:35 PM	10/29/2013 5:49 PM	2 hours, 14 minutes
Mario Gonzalez	131	Sterling Memorial Library	10/29/2013 11:25 AM	10/29/2013 2:16 PM	2 hours, 51 minutes
James Landefeld	131	Sterling Memorial Library	10/28/2013 9:58 AM	10/28/2013 11:28 AM	1 hours, 29 minutes
Matthew Kucinski	131	Sterling Memorial Library	10/28/2013 9:25 AM	10/28/2013 9:25 AM	

[Need Help?](#)

Help Function

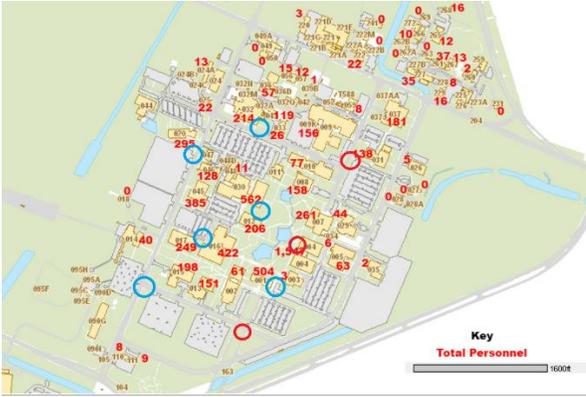
...And Smiling Faces

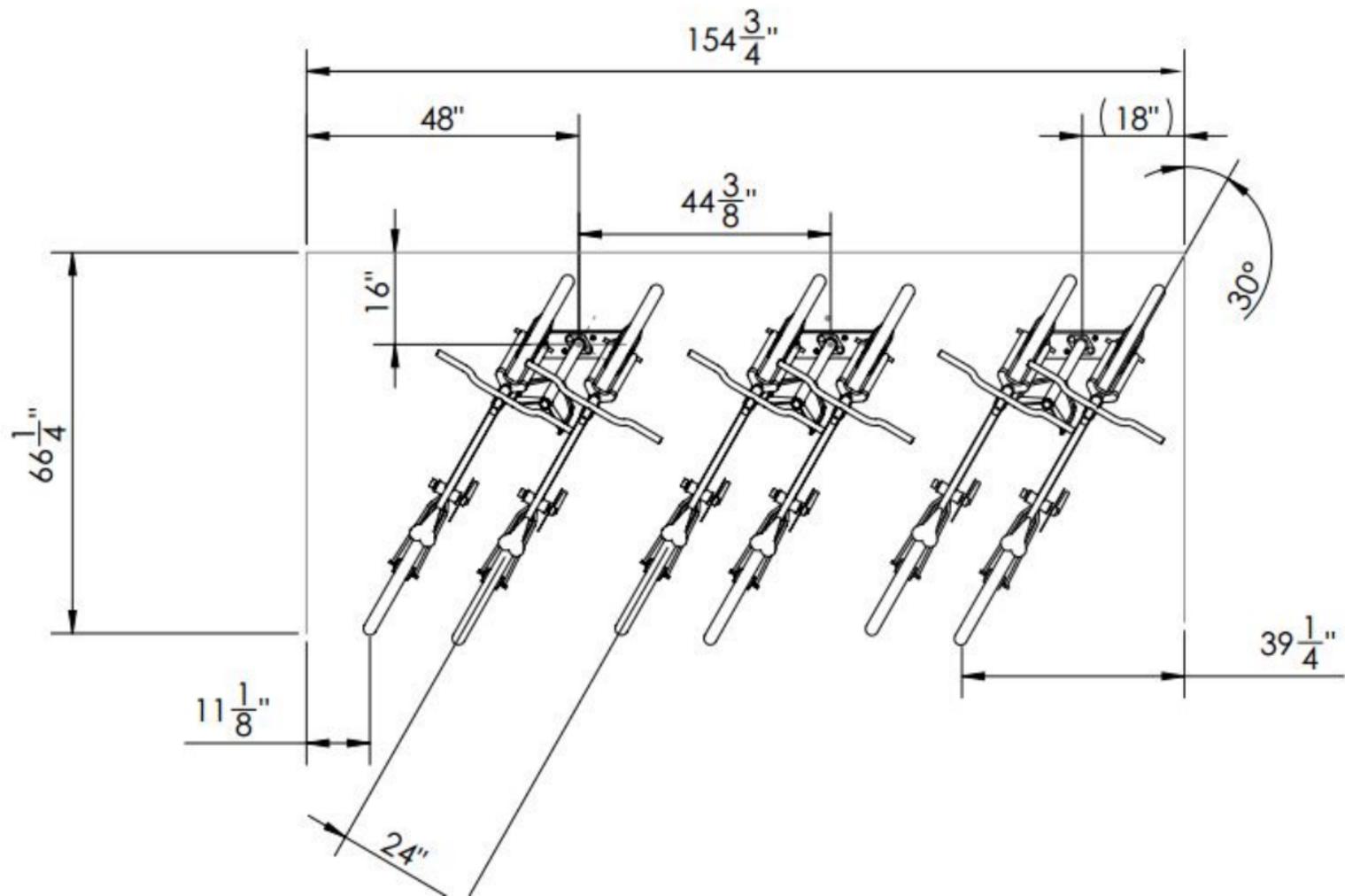


#zagster

How do you prepare for this?

Work with us to...

<p>Pick your locations</p>	
<p>Choose rider pricing (you keep the revenue, minus 7% processing)</p>	<p>Rides shorter than 4 hours are FREE</p> <p>then pay \$3/hour up to \$24/ride</p>
<p>Choose a logo</p>	
<p>Choose a website image</p>	
<p>Choose who is eligible</p>	<p>Public; or use email domains like @yourteam.com</p>
<p>Set additional parameters</p>	<p>Zagster can embed safety videos or custom text into our standard member sign-up workflow</p>
<p>And pick a start date</p>	<p>At least two weeks from signing on with Zagster</p>



**Bike Sharing Services
Service Agreement
Center 128 Condominium, Needham, MA**

THIS AGREEMENT (this "Agreement"), dated for reference purposes as of March 26, 2015, is entered into between Normandy FundSub Management Co., LLC ("Manager") on behalf of Normandy Gap-V Development Needham, LLC ("Owner") and Zagster, Inc. ("Contractor").

Manager, as the manager for the property Owner(s), desires to engage Contractor as an independent contractor, to provide certain services for that property as more fully identified on Exhibit A attached hereto and made a part hereof (the "Project"), and Contractor desires to provide such services.

In consideration of their mutual undertakings, the parties agree as follows:

- 1. Services to be Performed and Compensation. Contractor agrees to perform the services for the Project specified on Exhibit A attached hereto and made a part hereof. All services performed by the Contractor shall be done in a first class manner in accordance with good industry practice. In consideration for such services, Manager shall pay to Contractor the amount set forth in Exhibit A in accordance with the terms set forth herein.**
- 2. Term. The initial term of this Agreement shall be for a period of [one (1) year] from the date that the installation of the bike sharing equipment is completed and fully functional, which is expected to be on or around June 1st 2015, and shall continue on a month-to-month basis upon the expiration of the initial term. This Agreement may be terminated by the Manager, without cause, at any time, upon delivery of thirty (30) days written notice, or, in the event of a sale of the Project, or a sale or other transfer of a majority/controlling interest in the Owner, upon ten (10) days prior written notice to the Contractor. The Contractor may terminate this agreement, at any time, without cause, upon delivery of sixty (60) days written notice to the Manager.**
- 3. Relationship of the Parties. Contractor does hereby state, represent and warrant that it is an independent contractor. In no event and/or under no circumstances shall Contractor in the performance of its obligation hereunder be deemed or considered to be acting as a servant, agent or employee of Manager. Contractor agrees that is it solely responsible for all payments due or to become due to all its employees, subcontractors, agents or material suppliers, including the withholding of appropriate taxes and the compliance with any applicable employers statutory requirements and regulations. Contractor hereby agrees to indemnify, defend and save harmless Manager and Owner and any affiliate, subsidiary, employee or**

parent of either against any and all liability therefore, including but not limited to immediate removal or bonding over of any lien or encumbrance that any party may try to assert against the Manager, the Owner or the Project.

- 4. Personnel.** Contractor shall supply an adequate number of employees who have been trained and are competent to perform the services required under this Agreement. The personnel provided shall be the employees of the Contractor (and not of Manager or Owner) and shall be supervised and directed by a supervisor, who shall be trained and duly qualified to act in such a capacity. All personnel shall be properly uniformed and suitably attired. Contractor agrees to maintain good order and shall be responsible for the good behavior of its employees while on the premises.
- 5. Supplies and Equipment.** Any and all supplies and equipment, uniforms and /or materials whatsoever, which may be necessary to perform the services required under this Agreement, shall be furnished by Contractor at no additional charge to Manager. All such materials and supplies shall be of first quality only, and no additional charge shall be made by Contractor for this requirement.
- 6. Compliance with Laws and Regulations.** Contractor agrees to comply with all federal, state and local laws, ordinances and/or rules and regulations in connection with the performance of its services and obligations under this Agreement. Contractor further agrees to comply with any and all building rules and regulations which may be issued or promulgated by the Manager.
- 7. Insurance**

 - A. General Liability and Automobile Liability Insurance.** Contractor shall, at its own cost, at all times during the Term, maintain broad form commercial general liability insurance (including, without limitation, blanket contractual, personal injury liability and products/completed operations liability) in an amount not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence for bodily injury or death, personal injury and property damage liability, and Two Million and No/100ths Dollars (\$2,000,000.00) aggregate applying on a per project basis. In addition, Contractor, at its own cost and at all times, shall maintain automobile liability insurance covering Contractor's owned vehicles, hired and borrowed vehicles, and other vehicles used by Contractor and its agents in the course of their duties for Contractor, in an amount not less than One Million and No/100ths Dollars (\$1,000,000.00), combined single limit. The General Liability and Automobile Policies will include a statement that the Contractor's insurance shall be primary and not excess over or

contributory with any insurance carried by or any other party designated by , or authorized agent.

B. Workers' Compensation Insurance. Contractor shall, at its own cost, and at all times during the Term, maintain Workers' Compensation insurance in an amount in compliance with applicable statutory limits in the Applicable State for Contractor's employees in all states. Contractor shall provide 'with a certificate evidencing such coverage with the following provisions:

- i. coverage for injury, death, or occupational disease of Contractor's employees arising out of or in the scope of employment; and
- ii. Employers' Liability Insurance with a limit of Five Hundred Thousand and No/100ths Dollars (\$500,000.00) per each accident and per each employee.

C. Proof of Insurance. Prior to the execution of this Agreement, the Contractor shall provide Manager with certificates of insurance or other satisfactory documentation which evidence that Contractor has in full force and effect at all times the insurance required of it pursuant to the terms and conditions of this Agreement, All such policies of insurance shall be with carriers and on forms and contain terms and conditions acceptable to Manager, such acceptance not to be unreasonably withheld. All policies of insurance required herein shall provide that thirty (30) days advance written notice of cancellation or material change be given to Agent.

D. All liability policies shall contain a waiver of subrogation and other endorsements as reasonably required by Manager and shall also insure Contractor's indemnification obligations under this Agreement. Owner and Manager, and such other agents as owner designates, shall be named as additional insured with respect to ongoing and completed operations on all liability policies required herein, excluding Workers' Compensation policy and as loss payee with respects to the fidelity bond (if required). Contractor shall maintain general liability insurance and excess liability insurance for a period of not less than twelve (12) months after the date of completion of any service provided under the terms of this Agreement.

E. Indemnification. Notwithstanding any limitations on liability that have been previously stated, Contractor agrees to defend, indemnify and hold harmless Manager and Owner, Manager and Owner's affiliates, its officers, directors, shareholders, members, employees or agents from any and all third party claims asserted against Manager and/or Owner by a third party ("Third Party Claims") alleging (i) the gross negligence or willful misconduct of Contractor or its employees in the performance of the services hereunder (ii) infringement by the Zagster Software or Zagster trademarks of the third party's intellectual property rights; and Contractor shall pay all damages awarded by a court of competent jurisdiction or

agreed to in settlement with respect to such Third Party Claims; provided, that (i) Manager shall provide Contractor with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of Company, provided, however, that failure by Manager to provide notice to Contractor shall not relieve Contractor of its obligations under this Section unless such failure prejudices Contractor's defense or settlement of the Third Party Claim; (ii) Manager will permit Contractor to control the defense and settlement of the Third Party Claim, provided Contractor may not settle the Third Party Claim in a manner adverse to Manager and/or Owner or which would impose liability on Manager and/or Owner without Manager and/or Owner's prior written consent (which will not be unreasonably withheld or delayed); and (iii) Manager will provide Contractor with assistance in the defense and settlement of the Third Party Claim at Contractor's expense. Manager may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim.

8. Notice. All notices or other communications required or permitted by this Agreement shall be in writing, and shall be (1) delivered by registered or certified mail, (2) facsimiles, or (3) by personal delivery to the party to be noticed at its address as set forth in Exhibit A. Notice shall be deemed communicated as of deposit in the United States mail upon personal delivery, respectively.

9. No Joint Venture. This Agreement shall not be considered in any way to create a partnership or joint venture between the parties. The sole relationship of Contractor to Manager is that of an independent contractor.

10. Equipment. All equipment owned by Contractor and utilized in the performance of the services to be performed by Contractor hereunder (the "Equipment") shall remain the property of the Contractor. The Manager shall have no right, title, or interest in the Equipment, unless Contractor, after a reasonable time following the Term and notice from Manager, leaves such Equipment at the Project, in which case the Equipment shall be deemed abandoned and may be kept by Manager as its own property, or sold or discarded by Manager in its sole discretion.

11. Hazardous Waste. The Contractor shall not place in the Equipment, or otherwise include in any waste to be collected and hauled by the Manager, and Manager shall not be required to accept and may return to the Contractor at the Contractor's expense, waste which is in any way radioactive, toxic, reactive, corrosive, pathological, ignitable, acidic, or otherwise listed as hazardous under federal, state or other applicable laws, rules and regulations.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supercedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation, or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by the parties. Contractor shall not assign or transfer this Agreement without the prior written consent of Manager. Subject to the forgoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Exhibits. Any exhibits attached to this Agreement are hereby incorporated herein, provided that, in the event of any conflict, inconsistency or difference between the terms and provisions of this Agreement and provisions of the Exhibit, the Agreement shall control and prevail.

14. Confidentiality Contractor shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, or as otherwise required by court order, any information which relates to the Project or to the Manager's or Owner's business affairs, trade secrets, technology, research and development, financial information, pricing, or the terms of this Agreement ("Confidential Information") and Contractor agrees to protect that Confidential Information with at least the same degree of care it exercises to protect its own confidential information and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof to any third party's by any of its directors, officers, employees, agents or representatives. In no event shall Contractor use the Confidential Information to the detriment of or in competition with the Manager, Owner or the Project itself. Upon expiration or termination of this Agreement, Contractor agrees to return to Manager all such Confidential Information. Breach of confidentiality may cause irreparable damage and therefore, the Manager and the Owner shall have the right to equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use or disclosure by Contractor.

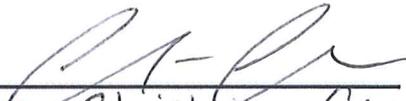
The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

The parties hereto have affixed their respective signatures as of the day and year first written above.

Contractor
Zagster, Inc.
24 Thorndike Street, Suite 2
Cambridge, MA 02141

Manager
Normandy FundSub Management Co.
On behalf of Normandy Gap-V
Development Needham, LLC

By 
Name Timothy Ericson
Title CEO
Date 03 / 26 / 2015

By 
Name Christopher Chynar
Title Property Manager
Date 3/26/15

Trip Advisor Bicycle Share Program



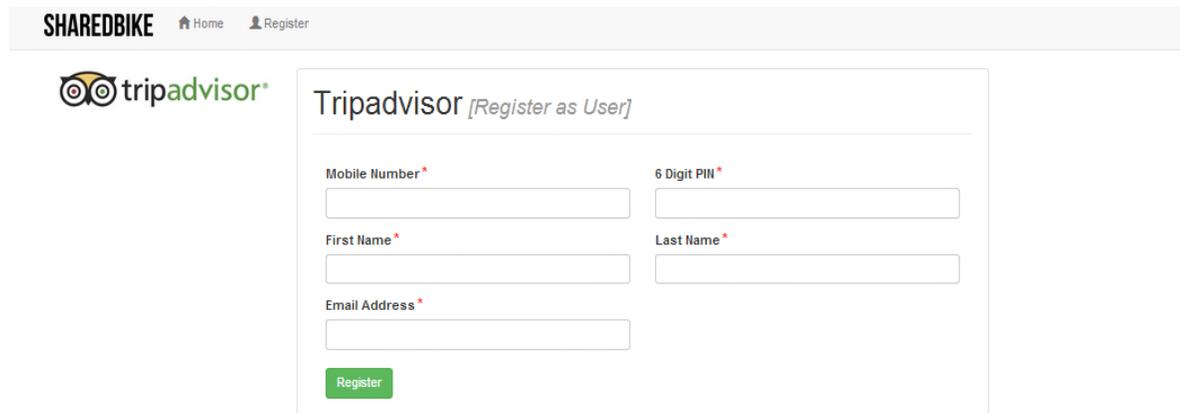
Ready To Ride?



TripAdvisor Bike Share is here...

Welcome to the TripAdvisor SharedBike Program!

- Registration Process:
 - Go to tripadvisor.sharedbike.com
 - Please fill in the form and submit.



The screenshot shows the registration page for the TripAdvisor SharedBike program. At the top, there is a navigation bar with the text "SHAREDBIKE" and links for "Home" and "Register". Below this is the TripAdvisor logo. The main content area is titled "Tripadvisor [Register as User]" and contains a registration form with the following fields:

- Mobile Number *
- 6 Digit PIN *
- First Name *
- Last Name *
- Email Address *

A green "Register" button is located at the bottom left of the form.

- Please fill in and sign the liability waiver form and scan to bikeshare@tripadvisor.com
- Within 24-48 hours you will receive an email stating that you are approved and are ready to ride!

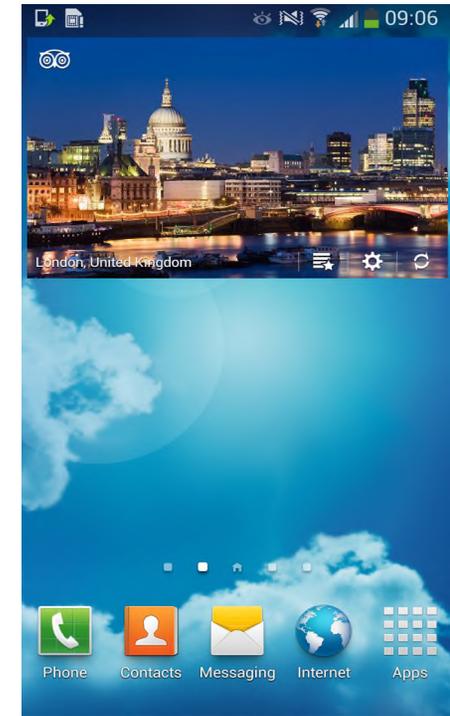
**Awesome, You've been approved for
the Bike Share Program!**

**Now it's time to check out the bike
and you'll be on your way!**



Checking Out the Bike Using the Phone

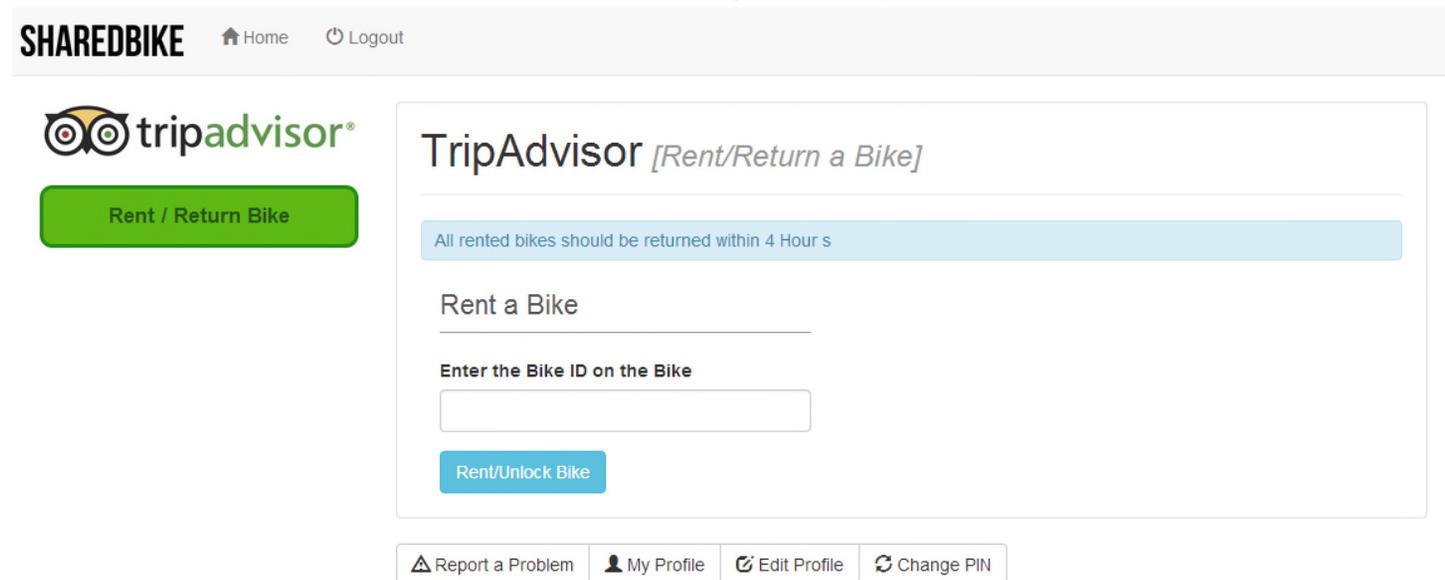
- Once you are standing next to the bike you want to use, call the phone number on the side of the bike:
617-431-2206
- You will be prompted with 2 options (rent a bike or report a problem)
- Press 1
- Enter your six-digit pin
- Enter the number of the bike you would like to use (001 through 010)
- You will be given a code from the automated response which will unlock the bike
- Please be sure to take the lock with you as you ride. There are designated slots on the side of the bike for easy transport.



.....Off you go! Enjoy..... 😊

Checking Out the Bike Using the Web

- Once you are standing next to the bike you want to use, login to tripadvisor.sharedbike.com
- You will be prompted to sign in and click rent or return bike
- Enter the number of the bike you would like to use (001 through 010)
- You will be given a code to unlock the bike
- Please be sure to take the lock with you as you ride. There are designated slots on the side of the bike for easy transport.



The screenshot shows the SharedBike website interface. At the top, there is a navigation bar with the SharedBike logo, a Home icon, and a Logout icon. Below this, the TripAdvisor logo is visible, along with a green button labeled 'Rent / Return Bike'. The main content area is titled 'TripAdvisor [Rent/Return a Bike]'. A light blue banner states 'All rented bikes should be returned within 4 Hour s'. Below this, there is a section for 'Rent a Bike' with a text input field labeled 'Enter the Bike ID on the Bike'. A blue button labeled 'Rent/Unlock Bike' is positioned below the input field. At the bottom of the page, there is a footer with four links: 'Report a Problem', 'My Profile', 'Edit Profile', and 'Change PIN'.

.....Off you go! Enjoy..... 😊

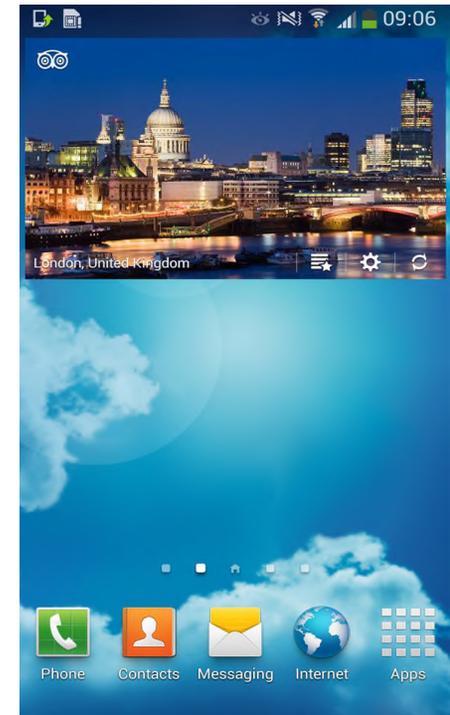
Wow! Wasn't that fun?

Now it's time to return your bike!



Checking In the Bike Using the Phone

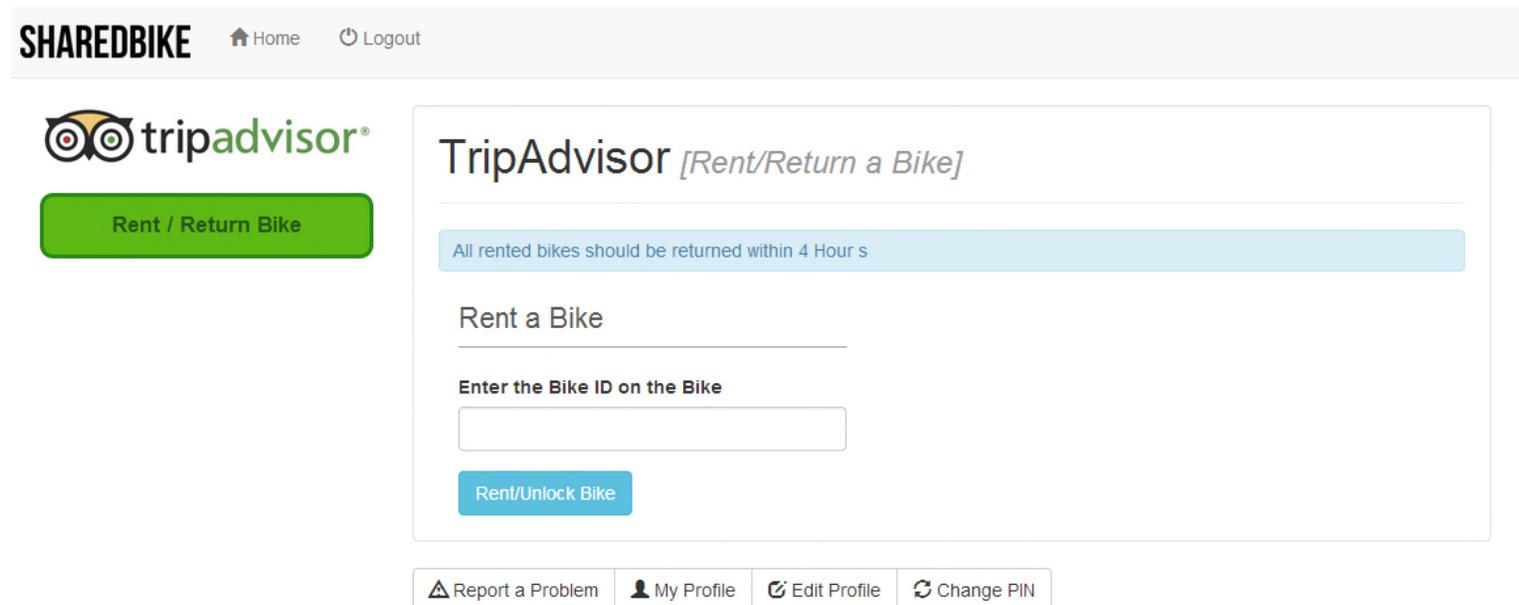
- Call **617-431-2206**
- You will be prompted with 2 options (return the bike or report a problem)
- Press 1
- Enter your six-digit pin
- Choose which location you are returning the bike to: Newton or Kendrick Street
- Lock up the bike



Have a great rest of your day! 😊

Checking In the Bike Using the Web

- Login to tripadvisor.sharedbike.com
- You will be prompted to sign in and click rent or return bike
- Please be sure to select the proper return location (Newton or Kendrick Street)
- Lock up the bike



The screenshot displays the SharedBike website interface. At the top, there is a navigation bar with the SharedBike logo, a Home icon, and a Logout icon. Below this, the TripAdvisor logo is visible on the left, accompanied by a green button labeled "Rent / Return Bike". The main content area is titled "TripAdvisor [Rent/Return a Bike]" and features a light blue notification bar stating "All rented bikes should be returned within 4 Hour s". Below the notification, there is a section for "Rent a Bike" with a form field labeled "Enter the Bike ID on the Bike" and a blue button labeled "Rent/Unlock Bike". At the bottom of the interface, there are four links: "Report a Problem", "My Profile", "Edit Profile", and "Change PIN".

Have a great rest of your day!! 😊

Bike locations

- Newton: bike racks located behind 141 near gym entrance
- Kendrick: first floor of the parking garage



If you have any questions or concerns regarding the new bike share program, please reach out to bikeshare@tripadvisor.com and someone will get back to you ASAP!



MassRIDES Correspondence

Doherty, Nancy

From: Doherty, Nancy
Sent: Tuesday, August 04, 2015 9:34 AM
To: 'St. Fleur, Gary (DOT)'
Subject: RE: Needham Normandy Development

Thank you Gary.

Nancy B. Doherty, PE | Senior Project Engineer

Direct: 508.786.2208 | Main: 508.786.2200 | Fax: 508.786.2201
nancy.doherty@tetrattech.com

Tetra Tech, Inc. | Water, Environment and Infrastructure

Marlborough Technology Park | 100 Nickerson Road | Marlborough, MA 01752 www.tetrattech.com

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From: St. Fleur, Gary (DOT) [<mailto:gary.st.fleur@state.ma.us>]
Sent: Tuesday, August 04, 2015 9:32 AM
To: Doherty, Nancy <nancy.doherty@tetrattech.com>
Subject: RE: Needham Normandy Development

Hi Nancy,

I have not forgotten, I'm just waiting for MasDOT to send me over some standard content that they would like me to send out.

Gary

Gary St. Fleur
Worksite Statewide Coordinator
MassRIDES
Massachusetts Department of Transportation
857.368.8642 direct
857.368.0656 fax
www.commute.com
www.facebook.com/MassRIDES
www.twitter.com/MassRIDES

From: Doherty, Nancy [<mailto:nancy.doherty@tetrattech.com>]
Sent: Tuesday, August 04, 2015 9:32 AM
To: St. Fleur, Gary (DOT)
Subject: RE: Needham Normandy Development

Hi Gary,

Just following up on our discussion last week. I believe you were going to send me a paragraph that we can include in our Section 61 Findings.

Thanks!

Nancy B. Doherty, PE | Senior Project Engineer
Direct: 508.786.2208 | Main: 508.786.2200 | Fax: 508.786.2201
nancy.doherty@tetrattech.com

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From: St. Fleur, Gary (DOT) [<mailto:gary.st.fleur@state.ma.us>]
Sent: Wednesday, July 29, 2015 11:16 AM
To: Doherty, Nancy <nancy.doherty@tetrattech.com>
Subject: RE: Needham Normandy Development

No problem I will call you tomorrow.

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Doherty, Nancy" <nancy.doherty@tetrattech.com>
Date: 07/29/2015 11:08 AM (GMT-05:00)
To: "St. Fleur, Gary (DOT)" <Gary.St.Fleur@dot.state.ma.us>
Subject: RE: Needham Normandy Development

Great! Yes, anytime Thursday or Friday works for me.

Nancy B. Doherty, PE | Senior Project Engineer
Direct: 508.786.2208 | Main: 508.786.2200 | Fax: 508.786.2201
nancy.doherty@tetrattech.com

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From: St. Fleur, Gary (DOT) [<mailto:gary.st.fleur@state.ma.us>]
Sent: Wednesday, July 29, 2015 11:03 AM
To: Doherty, Nancy <nancy.doherty@tetrattech.com>
Subject: RE: Needham Normandy Development

Hi Nancy,

I would love to meet and talk to you about our program. I'm flying into Boston from Baltimore today and I will be available for the rest of the week. Can we schedule sometime to talk Thursday or Friday? Let me know. Have a wonderful day.

Best,

Gary

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Doherty, Nancy" <nancy.doherty@tetrattech.com>

Date: 07/29/2015 10:03 AM (GMT-05:00)

To: "St. Fleur, Gary (DOT)" <Gary.St.Fleur@dot.state.ma.us>

Subject: Needham Normandy Development

Hi Gary,

Tetra Tech is working with Normandy Real Estate Partners on the permitting and design of a proposed mix-use development in Needham located in the New England Business Center off of Highland Avenue. We would like to learn about MassRIDES and how MassRIDES might be able to help Normandy increase non-auto mode share for this project.

The project includes approximately 1.1 million s.f. of office space, 398 apartments, two 128 room hotels and 19,000 s.f. of retail space. One office building has already been constructed and has recently been occupied. As mitigation for this building, Normandy has already joined the 128 Business Council TMA and provides an active bicycle sharing program through Zagster. We would also like to know what other services MassRIDES provides that may not be offered by the local TMA.

Thank you very much for your time. Please feel free to call or e-mail.

Nancy B. Doherty, PE | Senior Project Engineer

Direct: 508.786.2208 | Main: 508.786.2200 | Fax: 508.786.2201
nancy.doherty@tetrattech.com

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