

TOWN OF NEEDHAM
MASSACHUSETTS



500 Dedham Avenue
Needham, MA 02492
781-455-7526

PLANNING BOARD

APPLICATION FOR SITE PLAN REVIEW

Project Determination: (circle one) Major Project Minor Project

This application must be completed, signed, and submitted with the filing fee by the applicant or his representative in accordance with the Planning Board's Rules as adopted under its jurisdiction as a Special Permit Granting Authority. Section 7.4 of the By-Laws.

Location of Property Greene's Field, Great Plain Avenue at Pickering Street, Needham

Name & Address of Applicant Needham Farmers Market, Inc., 28 Perrault Road, Apt. #1, Needham, MA 02494

Phone Number 781.241.2037

Applicant is: Owner _____ Tenant _____
Agent/Attorney x Purchaser _____

Property Owner's Name Town of Needham,

Property Owner's Address 1471 Highland Ave, Needham, MA 02492, tel. 781.455.7500

Telephone Number 781.455.7500

Characteristics of Property: Lot Area 108,278 SF Present Use Park

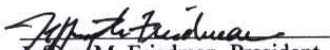
Map 50 Parcel 31-02 Zoning District Single Residence B

Description of Project for Site Plan Review under Section 7.4 of the Zoning By-Law:

Needham Farmers Market, Inc. will operate in 2022 on a small portion of Greene's Field near Great Plain Avenue adjacent to two intersecting walkways.

Signature of Applicant (or representative):

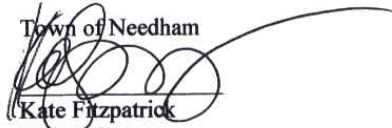
Needham Farmers Market,


Jeffrey M. Friedman, President
781.241.2037

1/18/22

Owner's permission if other than applicant:

Town of Needham


Kate Fitzpatrick
Town Manager
781.455.7500

SUMMARY OF PLANNING BOARD ACTION

Received by Planning Board _____ Date _____
Hearing Date _____ Parties of Interest Notified of Public Hearing _____
Decision Required by _____ Decision/Notices of Decision sent _____
Granted _____
Denied _____ Fee Paid _____ Fee Waived _____
Withdrawn _____

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

License Agreement
Between
Needham Farmers Market, Inc.
and
The Town of Needham

This License Agreement is made this 9th day of January 2022 by and between the Needham Farmers Market, Inc., a not for profit corporation, with its principal place of business at 28 Perrault Rd, Apt..1, Needham, MA 02494, (LICENSEE), and the Town of Needham, Massachusetts, a municipal corporation with its usual place of business at 1471 Highland Ave., Needham, MA 02492 (LICENSOR) (collectively, the "Parties").

1. USES

a. In consideration of the full and faithful performance by LICENSEE of all covenants and agreements contained herein and subject to the following terms and conditions, the LICENSOR grants to LICENSEE and LICENSEE takes from the LICENSOR the nonexclusive right to use Greene's Field, a Needham Park Facility, (the "Licensed Area") at Pickering Street and Great Plain Avenue, for the purpose of operating a farmers market (the "Market") for four (4) hours every Sunday, opening at 11:00 a.m. and closing at 3:00 p.m., from June 12, 2022 through November 20, 2022. The LICENSEE will be further allowed up to three (3) hours before opening to allow its vendors to set up and up to two (2) hours after closing to break down and clean up.

b. A maximum of eighteen (18) vendors will use booths, tables, canopies or other temporary structures on the Licensed Area. In addition to the vendors there shall be allowed up to nine (9) tables, booths or canopies for the Needham Community Farm and/or other Needham-based not for profit organizations, artists, artisans, musicians and the LICENSEE which are to be located solely in the Licensed Area.

c. All trash and waste will be confined to the Licensed Area, and the LICENSEE will be responsible for its removal and cleaning of the Licensed Area before the end of the breakdown time.

d. LICENSEE is responsible to see that the physical layout of the Market is kept within the Licensed Area.

e. LICENSEE will ensure that no public vehicular access to Greene's Field is allowed during Market hours.

f. LICENSEE is responsible to see that the Licensed Area is used in a lawful manner and in compliance with all laws, by-laws, rules, regulations, permit requirements, orders and directives of any government official, agency or entity of competent jurisdiction.

g. LICENSEE will not engage in or allow any of its vendors or invitees to engage in any unlawful or dangerous activities that may cause personal injury or physical damage to the Licensed Area.

h. LICENSEE agrees to suspend Market activities in the event that the LICENSOR requires use of the Licensed Area. The LICENSOR will endeavor to provide as much prior notice as possible to the LICENSEE. Except in extraordinary circumstances, the LICENSOR will provide the LICENSEE two weeks' notice of the need for Market activity suspension. The LICENSOR will work with the LICENSEE to attempt to locate an alternative site for the Market during any period of such suspension.

2. PLANS

A plan showing the Licensed Area marked in pink and the layout to be used for the Market is attached hereto as Exhibit A and is incorporated by reference.

3. TERM OF AGREEMENT

The term of this License Agreement shall be June 12, 2022, through November 20, 2022.

4. FEE

LICENSEE shall pay the LICENSOR the sum of \$25.00 per market day, for each day, payable in advance. LICENSEE shall make payments to LICENSOR via check made out to "TOWN OF NEEDHAM PARK AND RECREATION" by hand-delivery or registered mail to "TOWN OF NEEDHAM PARK AND RECREATION, 178 ROSEMARY STREET, NEEDHAM, MASSACHUSETTS 02494". LICENSOR reserves the right to terminate this License Agreement if LICENSEE'S payment becomes more than five (5) days overdue.

5. TERMINATION

In addition to the LICENSOR'S right in Paragraph 4 above to terminate for cause, either Party may terminate this License Agreement without cause, effective at the end of each monthly period, upon 30 days written notice to the other Party of its intention and election to terminate.

6. MAINTENANCE

It is agreed the LICENSOR will patch, plow and sweep the Licensed Area as needed and at reasonable times. The LICENSEE shall not permit the Licensed Area to be overloaded, damaged, stripped or defaced, nor suffer any waste. The LICENSEE shall not allow any holes to be made in the Licensed Area.

7. OWNERSHIP OF PROPERTY

It is agreed that the Licensed Area is and shall remain the property of the LICENSOR and the LICENSEE shall not make any improvements on, alter or remove any part of the Licensed Area without the LICENSOR'S express prior written consent.

8. CONDITION OF LICENSED AREA

LICENSEE acknowledges that: a) it has inspected the Licensed Area; b) the Licensed Area shall be available under this License Agreement to LICENSEE and its vendors in an "as is" condition; and c) the LICENSOR makes no representations or warranties as to the condition of the Licensed Area.

9. RISK OF LOSS

LICENSEE agrees to use the Licensed Area at its sole risk. All merchandise, property and effects of the LICENSEE, its vendors, and of all persons claiming by, through or under LICENSEE, which may be on the Licensed Area during the Term of this License Agreement shall be at the sole risk and hazard of the LICENSEE, its vendors, or its invitees. LICENSEE further agrees that the LICENSOR shall not be responsible or liable to LICENSEE, its vendors, or to those claiming by, through or under LICENSEE, for any loss or damage resulting to LICENSEE, its vendors, or those claiming by, through or under LICENSEE or its or their property, that may be occasioned by or through the acts or omissions of persons for whose conduct the LICENSOR is not responsible. The LICENSEE shall be responsible for any damage done to the Licensed Area resulting from the activities allowed by this License Agreement.

10. INSURANCE

LICENSEE and its vendors shall, at their own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the LICENSOR and shall have the LICENSOR as an additional named insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate for bodily injury liability and property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1 single limit. The LICENSEE shall provide the LICENSOR with a copy of aforementioned insurance policies by hand-delivery or registered mail to "TOWN OF NEEDHAM PARK AND RECREATION, 178 ROSEMARY STREET, NEEDHAM, MASSACHUSETTS 02494" prior to commencing operations on June 12, 2022.

11. INDEMNIFICATION

LICENSEE shall pay, protect, indemnify and save harmless the LICENSOR from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against the LICENSOR by reason of any of the following acts occurring or arising during the term of this License Agreement:

- a. Any accident, injury to, or death of any person or damage to property occurring on the Licensed Area or any part thereof in which the negligence of LICENSEE, its employees, any of its employees, vendors or any person acting under color of this license is a causative factor and in which the negligence of the LICENSOR, its employees and agents is not a causative factor; or
- b. Any failure by LICENSEE, its vendors, its employees, or anyone acting under color of this License Agreement to perform or comply with any of the terms hereof or any contracts, agreement, or restrictions, statutes, laws, ordinances or regulations affecting the Licensed Area or any part thereof or the ownership, occupancy or use thereof.

The LICENSEE shall notify the LICENSOR of any accident, injury to, or death of any person or damage to property occurring on the Licensed Area during a period of Licensed Use within three business days of said accident, injury, death, or damage in writing by

hand-delivery or registered mail to "TOWN OF NEEDHAM PARK AND RECREATION, 178 ROSEMARY STREET, NEEDHAM, MASSACHUSETTS 02494".

12. NON-ASSIGNABLE

LICENSEE shall not assign this License Agreement or any rights hereunder without the prior written consent of the LICENSOR.

13. LICENSE ONLY

LICENSEE acknowledges that this is a License Agreement and the rights to use of the licensed area hereunder shall be deemed to be a license only and shall not be construed to be a lease, joint venture, partnership or as evidencing any relationship between LICENSEE and the LICENSOR other than as LICENSEE and LICENSOR. No interest in real property is hereby conveyed by the LICENSOR to the LICENSEE.

14. ENTIRE AGREEMENT

This document, inclusive if Attachment A, forms the entire agreement between the Parties and supersedes all prior arrangements and understandings. Any amendment or modification to this License Agreement must be in writing and signed by an official with the authority to bind the LICENSOR.

15. GOVERNING LAW

This License Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

16. CONSENT TO VENUE

The Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Dedham District Court located in the County of Norfolk, State of Massachusetts, subject to the Transfer rules of the Norfolk Superior Court. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any court or forum other than that specified in this paragraph. It is further agreed that the Parties to this Agreement hereby waive their rights to a jury trial.

17. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, such term or condition shall be stricken, and the legality and enforceability of the remaining terms and conditions shall remain in full force and effect.

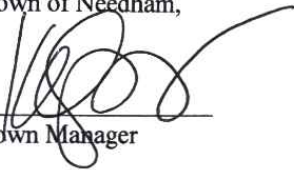
18. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument which shall represent the agreement of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed two copies of this License Agreement as of the date first above written.

LICENSOR,

Town of Needham,



Town Manager

LICENSEE,

Needham Farmers Market, Inc.

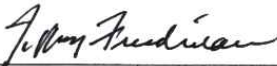
 1/18/12
By: President, Needham Farmers Market

EXHIBIT "A"

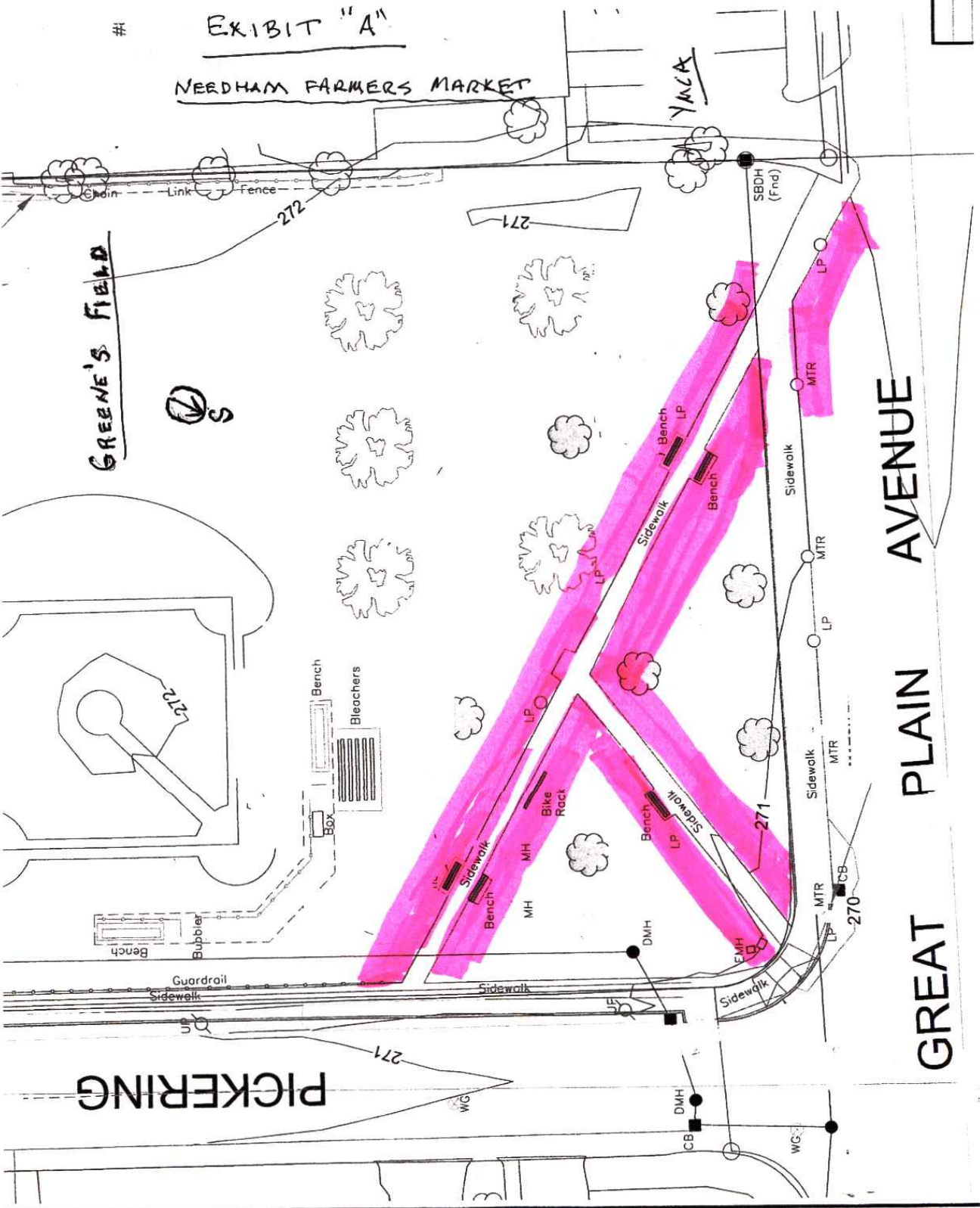
NEEDHAM FARMERS MARKET

YmCA

GREENE'S FIELD

GREAT PLAIN AVENUE

PICKERING



January 21, 2022

Needham Planning Board
500 Dedham Avenue
PSAB Bldg.
Needham, MA 02492

Re: Application for Site Plan Review Special Permit by Needham Farmers Market

Dear Planning Board Members:

This letter is in support of the Application by Petitioner Needham Farmers Market, Inc. ("NFM" or the "Market") for a Site Plan Review Special Permit. NFM will operate temporarily for its 11th season in 2022 on a small portion of Greene's Field, next to two intersecting walkways near Great Plain Avenue at Pickering Street. See attached NFM layout on Site Plan for Greene's Field, which is a park administered by Needham Park and Recreation.

NFM is a 501(c) (3) nonprofit corporation and civic organization. It is Needham based with the purpose of promoting healthy food, fresh and local, and with advancing community values. The Needham Board of Health and the Public Health Department fully support the Market's functions.

NFM must relocate from its 2021 location due to the Town renovating the Town Common in 2022, with Garrity's Way used for staging materials. NFM will return to the Town Common and Garrity's Way in 2023 under the existing Special Permit (to be later updated). On November 8, 2021, the Park and Recreation Commission approved NFM's temporary use of Greene's Field for its 2022 season. NFM signed a License Agreement with the Town for this use, submitted herewith.

In the past five years, NFM has been operating very close to Greene's Field on Garrity's Way and the Town Common, and for two years on the front lawn of First Parish (Dedham Ave. at Lincoln St.).

NFM will use Greene's Field on Sundays, June 12th to November 20th, 11:00 a.m. to 3:00 p.m. Set-up time for the vendors is for three hours before business hours and breakdown time is for two hours after the close of business.

NFM will have a maximum of up to sixteen (16) vendors at each Market. They will use booths, tables, canopies on the site. In addition, the Market will have tables, booths or canopies (which

might be shared) on Garrity's Way for: Needham nonprofit organizations; up to a maximum of six (6) artists; musicians; and NFM's Market Manager.

The Application addresses the following relief:

1. Needham Farmers Market - Site Plan Review Special Permit with Town of Needham , pursuant to Zoning By-Law Section 7.4 and Article 2 of the Planning Board Rules.
2. Special Permit pursuant to Section 3.2.1 of the Zoning By-Law to operate a farmers market.
4. Special Permit pursuant to Section 5.1.

NFM requests that the Special Permit Application fee be waived. This is warranted by the unique circumstances under which NFM must temporarily vacate its 2021 location due to the Town's renovation of the Town Common, with Garrity's Way being used as a staging area. Due to these circumstances, in 2021 Lisa Cherbuliez, NFM Board Director, contacted the Select Board to seek help in finding a temporary location for 2022. Kate Fitzpatrick, Town Manager, referred the matter to Carys Lustig, DPW Director. Lisa and I met with Carys and Amy Haelsen, Needham Economic Development Manager, for this purpose. They supported Greene's Field as an alternative, temporary location. Thereafter, we contacted Stacey Mulroy, the Park and Recreation Director, who also endorsed the Greene's Field location. On November 8, 2021, the Park and Recreation Commission approved NFM's application to use Greene's Field.

Since NFM's inception 10 years ago, the Planning Board has waived its Application fee for a Special Permit numerous times. NFM is a very small, 501(c) (3) nonprofit with limited financial resources. NFM will incur considerable, new expenses to locate at Greene's Field, and the fee is prohibitive financially to the Market in combination with other related costs. NFM makes an important contribution to the health and community life of Needham residents. Waiver of the fee would be fair and equitable under the instant circumstances.

Sincerely,



Jeffrey M. Friedman
President, Needham Farmers Market

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EXHIBIT "A"

NEEDHAM FARMERS MARKET

YMCA

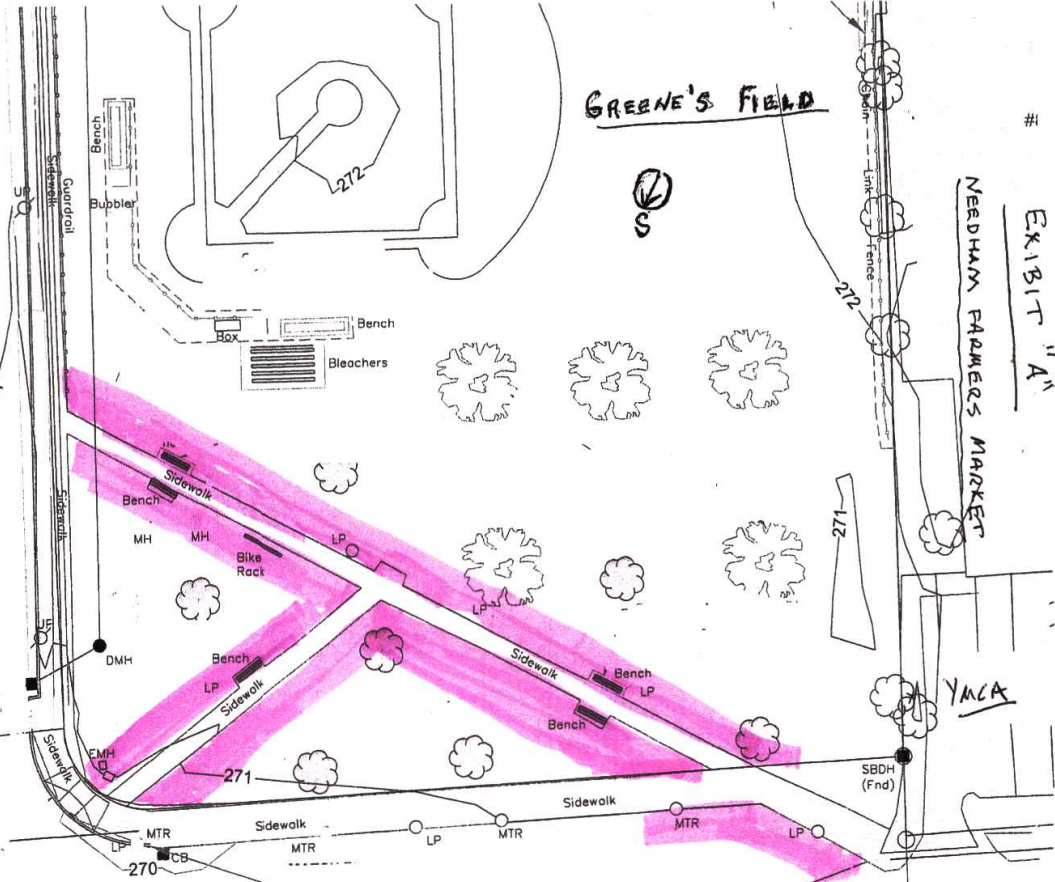
SBDH (Fnd)

GREENE'S FIELD



PICKERING

GREAT PLAIN AVENUE



January 21, 2022

Needham Planning Board
500 Dedham Avenue
PSAB Bldg.
Needham, MA 02492

Re: Application for Site Plan Review Special Permit by Needham Farmers Market

Dear Planning Board Members:

The purpose of this letter is to provide the Planning Board with additional information with the Application by Needham Farmers Market ("NFM" or the "Market") for a Special Permit to operate temporarily on Greene's Field in 2022. This letter conforms to the review criteria for site plan review, as set forth in Section 7.4.6 of the Zoning By-Law.

NFM will operate temporarily for its 2022 season on a small portion of Greene's Field, which is a park facility, administered by Needham Park and Recreation.

This relocation was necessary because in 2022, the Town will completely renovate the Town Common and Garrity's Way will be used for staging. NFM will return to the Town Common and Garrity's Way in 2023 when the renovation is completed. The Park and Recreation Commission approved NFM's use of Greene's Field on November 8, 2021.

NFM has operated since its inception in the Downtown area for ten years under three separate Special Permits: on Garrity's Way and the Town Common (2017-2021); the parking lot next to Needham Bank (2014-16); and the front lawn of First Parish (intersection of Dedham Ave. and Lincoln Street) (2012-13).

The Market will be open this year on Sundays, June 12th through November 20th, 11:00 a.m. to 3:00 p.m., with three hours for setup before business hours and a two hours for breakdown afterwards. NFM signed a License Agreement with the Town for use of Greene's Field, submitted herewith.

I. Site Plan Review Criteria.

The following are the criteria site plan review process pursuant to Section 7.4.6 of the Zoning By-Law, and the description of how the Application meets those criteria.

a) "Protection of adjoining premises against seriously detrimental uses by provision for surface water drainage, sound and sight buffers and preservation of views, light and air."

NFM will not cause any serious detrimental uses when it operates on Greene's Field on Sunday afternoons. The public may travel to the Market by auto, bicycle or by foot.

The Market will not cause any water drainage issues, and it will have no effect on views and air.

NFM will have free, musical entertainment from individuals or a small group, e.g. flute, fiddle, guitar. Sound volume from musicians playing at Green's Field will be reasonable and not loud or disruptive to neighbors and nearby businesses.

In NFM's 10 years operating in the Downtown years area, including 8 years on Town land, it has never caused any of these detrimental uses listed above.

b). "Convenience and safety of vehicular and pedestrian movement within the site and on adjacent streets, the location of driveway openings in relation to traffic or to adjacent streets and, when necessary, with other regulations for the handicapped, minors and the elderly."

During the operation of the Market, parking for shopper vehicles will be at the Dedham Avenue, Chestnut St./Lincoln St., and Chapel Street Municipal Parking Lots, all within five minute walking distance from the Market. The vendors will park at the Dedham Lot. Any additional traffic due to the Market on surrounding streets will be marginally increased, with no traffic congestion on a Sunday afternoons. When NFM was previously located on the front lawn of First Parish (very close to Greene's Field) and on Garrity's Way and the Town Common, no traffic congestion resulted due to the operation of the Market.

Safety of pedestrians and of vehicular movement has been a paramount concern to NFM, and the Market Manager prevents accidents from occurring with safety procedures. NFM has no accident related history in 10 years of operation. NFM assists the handicapped, minors and the elderly at the Market, and fully complies with governmental regulations in this regard. The handicapped and the elderly can easily access the Market from Great Plain Avenue or Pickering Street.

The Market will be located at the southern end of Greene's Field next to Great Plain Ave., and will be separate from other activity on Greene's Field.

c) "Adequacy of the arrangement of parking and loading spaces in relation to the proposed used of the premises."

Since the total area in use by NFM is 8,680 square feet, the parking demand is 26 parking spaces. $(8,680/1,000 \times 3 = 26)$. The parking demand is based on a formula used in Special Permit Applications and Decisions.

NFM will occur on Sunday afternoons from 11:00 a.m. to 3:00 p.m. Three nearby municipal parking lots are more than adequate for the parking needs of vendors and shoppers at the Market. The Dedham Avenue Parking lot has 87 parking spaces, the Chestnut St./Lincoln St. Parking Lot has 231 parking spaces, and the Chapel Street Parking Lot has 127 parking spaces.

d) "Adequacy of the methods of disposal of refuse and other wastes resulting from the uses permitted on the site."

All trash and waste will be confined by NFM and its vendors, as required under the License Agreement. The NFM vendors and NFM staff will remove all trash and waste and clean up before the end of the breakdown period. Vendors have permission to use the bathrooms at the YMCA, Walgreens and at Bagels' Best. The waste water system for these businesses is connected to the municipal sewer system

e) "Relationship of structures and open spaces to the natural landscape, existing buildings and other community assets in the area and compliance with other requirements of this By-Law."

Any canopies, tables and equipment brought to the Market by NFM and its vendors will be removed by them after the Market closes. NFM will not permit the Market area to be overloaded, damaged, stripped or defaced, or suffer any waste. NFM will not make any holes in Greene's Field.

f) "Mitigation of adverse impacts on the Town's resources including the effect on the Town's water supply and distribution system, sewer collection and treatment, fire protection, and streets."

NFM's use of Greene's Field will not have any adverse impact on the Town's resources, including the Town's water supply and distribution system, sewer collection and treatment, fire protection and streets.

II. Conclusion.

Needham Farmers Market will continue to be a source of fresh and locally grown, baked, and prepared food, sold outside, for Needham residents. This has been particularly important for Needham residents for the past two years during the Covid pandemic. The Needham Board of Health and the Public Health Department has fully supported NFM in providing this important function for Needham residents. The Market is also an opportunity for Needham residents to meet

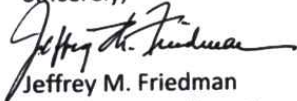
friends and neighbors, which is a source of community and positive social values for Needham. Residents, retail businesses and restaurants will benefit from the proximity of the Market.

Paula Jacobson, YMCA Director (Y is continuous to Greene's Field) supports NFM's location as compatible with the YMCA and as promoting community goals and positive social values.

Needham musicians will continue to entertain shoppers, many with young children, including Needham's own Plugged In Teen Band. Needham artists and artisans will display their art work. During the prior ten prior years that NFM has been in operation, many Needham nonprofits, such as the YMCA, Needham Community Council, the Needham Public Library, BID-Needham Hospital, Parent Talk, Boy Scouts,, etc., had the opportunity to meet the public at NFM's Community Table, without any fee for its use. Last year on August 15th, at the request of the Town Manager, NFM gladly hosted the Indian Community of Needham (ICON) in its celebration of India Independence Day. This was a Town community event.

NFM has been an active member of the Newton-Needham Regional Chamber (recently renamed the Charles River Regional Chamber) for 10 years and is active in its Needham Business Alliance. NFM participated in the Chamber's 2021 Harvest Fair, which many Needham residents attended.

Sincerely,

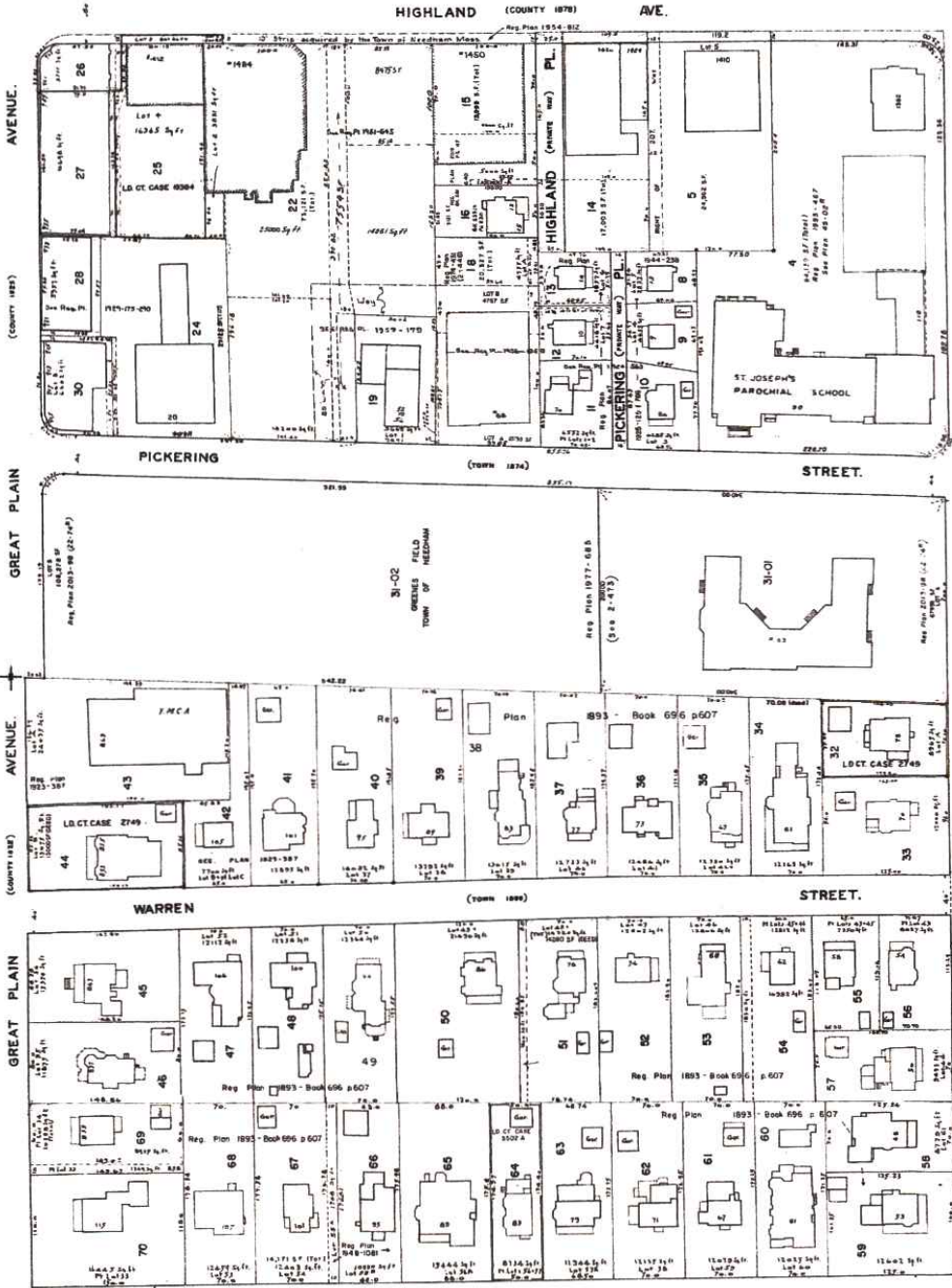
A handwritten signature in black ink, appearing to read "Jeffrey M. Friedman", with a stylized flourish at the end.

Jeffrey M. Friedman

President, Needham Farmers Market

SEE PLAN 47

SEE PLAN 40



MAY ST. (TOWN 1899)

SEE PLAN 53