## TOWN OF NEEDHAM **MASSACHUSETTS**



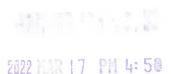
Withdrawn

500 Dedham Avenue Needham, MA 02492 4: 50 781-455-7550

PLANNING BOARD	near year
APPLICATION FOR SITE PLAN REVIEW	and the second
Amendment	cn *
Project Determination: (circle one) Major Project Minor Project	69
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 1027Great Plain Ave Needham MA 02492  Name of Applicant Stuart Henry (The James)	
Applicant's Address18 Cliftondale ST, Roslindale MA 02131 Phone Number 8578917928	
Applicant is: Owner TenantX Agent/Attorney Purchaser	
Property Owner's Name Triantos Thomas Property Owner's Address 198 Curve St, Dedham MA 02026 Telephone Number 7813295894	(2) (2) (3)
Characteristics of Property: Lot Area 14800 Present Use RESTAURANT Map #51 Parcel #11 Zoning District CENTER BUSINESS	۰
Description of Project for Site Plan Review under Section 7.4 of the Zoning By-Law:	
KEQUESTING AN AMENDMENT TO ADD 69 OUTD	ol .
, SEATS WE WOULD BE USING 3 PUBLIC PARKING	SPACES
Signature of Applicant (or representative)  Address if not applicant  Telephone #  Owner's permission if other than applicant  Owner's permission if other than applicant	HEJAMES PITAU14 INC
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	

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





# TOWN of NEEDHAM MASSACHUSETTS APPLICATION FOR OUTDOOR SEATING UNDER SECTION 6.9 OF THE ZONING BY-LAW

LOCATION:
Property Address: _1027 Great Plain Ave, Needham MA 02492
Name of Establishment:The James
APPLICANT:
Name (must be business owner, manager, or lessee): Stuart Henry
Address: 18 Cliftondale St, Roslindale , MA 02131
Telephone Number: 8578917928
<u>-</u>
Email Address: stuart@thejamespub.com
Do you own or rent property? Rent
PROPERTY OWNER:
Complete this section if applicant is not the property owner
Name (must be owner): Triantos Thomas
Address: 198 Curve St, Dedham MA 02026
Telephone Number: 7813295894
Email Address:
APPLICATION REQUEST:
Are you requesting to have outdoor dining on PRIVATE parking spaces? Yes Nox_
If yes, how many private parking spaces?
Are you requesting to have outdoor dining on PUBLIC parking spaces (on-street or in a public parking lot)? Yes_xNo
If yes, how many public parking spaces do you intend to use in each category? Note: there is a maximum of 3 parking spaces allowed per applicant.
# on-street public parking spots. Please note, required concrete barriers will take up 1 parking spot and should be added to the total number of spots you are applying to use.
3# of off-street public parking spots (in a public parking lot)
Are any of the spaces you are requesting to use designated for handicap parking?
yes Are you requesting to have outdoor dining on a sidewalk?

GEA TRACE TA CON MINISTER TO CANNOT STATE
SEATING: FACILITIES/EQUIPMENT:
Total number of seats approved under existing Special Permit100  Total number of seats existing inside56 (may be same as above or fewer)
Number of restrooms provided2
Total number of seats proposed outside69 Size of Grease Trap100lbs Number
of chairs 121 Air Curtains (if opening is off kitchen)
Number of tables 16 Screens (if opening is off kitchen)
Outdoor Seating Area dimensions 1430 sf
Type of Barrier or Enclosure to Define Seating Area
(mandatory if alcohol is proposed to be served):
Jersey Barriers
DATES AND HOURS OF OPERATION
The standard outdoor dining season in the Town of Needham is April 1 - November 30. The
Town will consider applications that extend beyond that timeframe on an individual basis.
Are you requesting to serve food & beverage outdoors earlier than April 1 or later than
November 30? Yes x no
If yes, what are your proposed opening and closing dates? Year Round
What days of the week and hours do you plan to serve food & beverage outdoors? Seven Days
4pm-11pm
BRIEF DESCRIPTION OF:
Seating Arrangement, Type of Furniture, Type of Barrier or Enclosure to Define Seating Area
(mandatory if alcohol is proposed to be served), Ingress/Egress from the Inside to the Outside,
Location of Outdoor Exit Area in the case of an emergency, Written Description of Colors and
Materials
Used
We have built a deck around the patio with treks decking and wooden built in benches. We
painted the benches a light green colour and the decking brown. We have built flower boxes and
dividers between tables. The town kindly provided jersey barriers around the patio enclosure we
built a fence 4 ft above that to enclose the area. The Patio has two entry/exits on either end of the
patio and one entrance into the building, the building itself has 3 exits.

#### PLAN REQUIREMENTS

Submit a Plan of the Outside Seating Area, showing precise dimensions and locations of:

- (1) Seating arrangement, including the arrangement of the furniture
- (2) Enclosure of dining area (this is required if service of alcohol is proposed)
- (3) Location of ingress/egress from inside to outside
- (4) Location of outside emergency exit(s)
- (5) Separation distances to building, curbing, sidewalks, streets, trees, planters, rubbish containers, equipment, and any other obstacles in pedestrian walkway or access aisles Said Plan must be certified by a Registered Architect or Engineer with certifications that the restaurant with the outdoor seating complies with egress and access requirements, that the seating configuration complies with safety requirements, and that the restaurant has adequate restroom facilities for the number of seats. (If the total indoor and outdoor seating exceeds the number allowed for the existing restroom facilities, you may reduce the number of indoor seats being used, so that the total number of restaurant seats does not trigger additional restroom facilities.)
- (6) For parking spaces located on a parking lot (public or private), provide a site plan showing parking areas to be utilized for outdoor seating. Said plan can be an existing approved Site Plan, in which applicant delineates proposed seating location.

#### FURNITURE SPECIFICATIONS SHEET

A detailed specifications sheet illustrating the appearance, materials, colors, and size of selected outdoor seating furniture and equipment including chairs, benches, tables, umbrellas, fences, and other items. Photographs of furniture and equipment may be substituted for specification sheets as along as a sheet listing the dimensions of the furniture and equipment accompanies the photographs.

Are you proposing to have: (please check all that apply)?

- A tent or canopy? Yes
- Outdoor lighting?Yes

Outdoor Heating? A permit from the Fire Department is required (link).

#### **PHOTOGRAPHS**

Submit photographs of the proposed outdoor dining location (front and side views) if available.

ALCOHOL SERVICE
NO
x_YES
If you are seeking permission to serve alcohol outside (i.e., to extend your existing license to a patio or other outdoor seating areas), you must get approval from the Select Board by filing an Alteration of Licensed Premises, which is available on the Alcoholic Beverages Control Commission (ABCC) website at <a href="https://www.mass.gov/how-to/amend-your-alcoholic-beverages-retail-license-alteration-of-premises-or-location-change-abcc">https://www.mass.gov/how-to/amend-your-alcoholic-beverages-retail-license-alteration-of-premises-or-location-change-abcc</a> .
Please select one. Expansion area must be either:
1. Contiguous to the licensee's premise with a clear view of the area from inside the
premises; or
2. The Licensee may commit to providing management personnel dedicated to the area.
FEES AND TERM
Outdoor seating licenses are issued for a term of one year, unless stated otherwise, and can be renewed annually. The annual application fee is \$25, which will be credited toward the annual licensing fee if the application is approved
For outdoor dining approved on public property, there is an annual licensing fee for the sole use
of public space for outdoor dining at the rate of \$250 per public parking space and \$100 for the
use of the sidewalk. If an applicant is approved for the use of public parking space(s) and the
sidewalk, the \$100 sidewalk licensing fee will be waived.
waived.
CERTIFICATION
I/we the undersigned certify that I am the owner of record of the named property or that the
owner of record authorizes the proposed work and that the above information which I/we
provided is correct.  I/we have read and fully understand the procedures as established by the Town of Needham and
further understand that failure to comply with said procedures may result in revocation of this
permit.
Signature of Applicant(s): Stuart Henry Date: 01/05/2022
Date:
THIS SECTION BELOW IS FOR OFFICIAL USE ONLY
Major Project Site Plan Review Special Permit (Planning Board) yes no
Zoning Board of Appeals Special Permit yesno
Select Board Licensing Approval
Certificate of Insurance covering outdoor area:  Departmental Approval (Health Building Fire Police Public
Works)
License Agreement (if seating is on sidewalk or other public property):
Alteration of Licensed Premises (for alcohol service in outdoor area):

Comments:

# SECOND LICENSE AND MEMORANDUM OF UNDERSTANDING

WHEREAS Elizabeth Heffernan, Trustee of the Heffernan Associates Nominee Trust (hereinafter "Heffernan"), are the owners of 1013 Great Plain Avenue, Needham, MA; and

WHEREAS Triantos and Dina Thomas (hereinafter "Thomas") are the owners of 1027 Great Plain Avenue, Needham, MA; and

WHEREAS Heffernan, Thomas and the Town of Needham, a municipal corporation with a principal place of business at 1471 Highland Avenue, Needham, MA (hereinafter referred to as "the Town") previously entered into a License and Memorandum of Understanding dated October 6, 2015; and

WHEREAS this License and Memorandum of Understanding established, among other things, that the Town would make space available within the Chapel Street parking lot for a consolidated dumpster enclosure available for use by Heffernan and Thomas' restaurant tenants, and that in return Thomas would allow use of five (5) private parking spaces located on 1027 Great Plain Avenue by the Town and the general public as part of the Chapel Street parking lot; and

WHEREAS Henry Hospitality, Inc. d/b/a The James ("The James") operates the restaurant located at 1027 Great Plain Avenue, Needham, MA; and

WHEREAS this License and Memorandum of Understanding provided that it would be effective for a term of five (5) years commencing on the date of its execution by all parties; and

WHEREAS notwithstanding the foregoing, the parties wish to continue the arrangement memorialized in the License and Memorandum of Understanding, whereby the Town makes space available to Heffernan, Thomas, and their respective tenants for use as a consolidated dumpster, and Thomas grants to the Town a license to use the five (5) spaces behind The James located at 1027 Great Plain Avenue as part of the Chapel Street parking lot, except as otherwise expressly provided for herein.

NOW THEREFORE, this Second License and Memorandum of Understanding sets forth the respective rights and responsibilities of the parties.

- 1. The Town grants a license to Heffernan and Thomas to maintain and use the existing consolidated dumpster enclosure, in its existing location within the Chapel Street Parking Lot, as shown on Exhibit A.
- 2. Heffernan and Thomas will have their tenants commit to using the consolidated dumpster enclosure exclusively, rather than using separate dumpsters of their own.
- 3. Heffernan and Thomas will be responsible for maintaining the enclosure. Heffernan and Thomas further agree to remove any snow and/or ice in front of the dumpster enclosure so as to assure access.

- 4. The dumpsters will be two 8-yard containers. One will be for cardboard and the other one for mixed trash.
- 5. Heffernan, Thomas, and The James will continue to contact businesses in other buildings abutting the Chapel Street lot to encourage their participation in the consolidation project.
- 6. In exchange for this second license to use public parking spaces for the consolidated dumpster enclosure, Thomas agrees that the owners of two of his tenants, The James and the Rice Barn, or succeeding tenants in their space, will park up to six cars buddy-style between the two businesses—the dumpsters of the restaurants having been removed from the area under the dumpster consolidation arranged for under the initial License and Memorandum of Understanding.
- 7. Thomas grants to the Town a license that the five (5) spaces behind The James may be used by the public and marked for two-hour public parking in a manner agreeable to the parties for so long as this agreement is in effect.
- 8. The Town may, in its discretion, authorize The James to use the five (5) licensed parking spaces for seasonal outdoor seating for such period or periods of time as the Town may specify. Such use shall be subject to all necessary permitting and licensing requirements from the Town and the Commonwealth, and shall be subject to payment of the Town's standard licensing fees for use of public parking spaces. Such authorization, if granted, shall not waive or otherwise affect the Town's license to use the five (5) parking spaces, and the Town may reinstate its use of those spaces pursuant to this license at any time that it has not authorized seasonal outdoor seating to occur.
- 9. The James will work with other restaurants to try to consolidate the pickup of recycled oil.
- 10. The term of this license shall be for five (5) years commencing on the day of its execution by all parties, and it shall automatically renew for successive five (5) year terms unless a party provides written notice of non-renewal prior to the expiration of the current term.
- 11. Heffernan and Thomas, either directly or through their participating tenants, shall procure and maintain, during the term of this License Agreement, comprehensive general liability insurance naming the other and the Town as additional named insureds, subject to limits of at least \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and \$1,000,000 property damage. The Town shall procure and maintain, during the term of this License Agreement, comprehensive general liability coverage of \$100,000 each occurrence and \$200,000 in the aggregate for bodily injury and \$100,000 for property damage. The parties shall provide the other with a certificate of insurance.
- 12. This License is subject to termination by the parties to this agreement for a breach of the terms of this license that has not been corrected within ninety (90) days of written notice of the breach and demand to remedy it, delivered to the Licensee. Notice is delivered by leaving a copy thereof with the Town Manager, 1471 Highland Avenue, Needham MA

and to Thomas at 198 Curve Street, Dedham MA and to Heffernan at 99 Whitman Road, Needham MA.

- 13. Upon termination of this agreement, Heffernan and Thomas shall remove the dumpsters and enclosure from the licensed premises if requested to do so by the Town.
- 14. It is agreed that the licensed areas are and shall remain the property of the licensor and the licensee shall not make any improvements on, alter or remove any part of the premises without the licensors express prior written consent.
- 15. The parties shall not assign the License Agreement or any rights hereunder without the prior written consent of the others.
- 16. This document forms the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this License Agreement must be in writing and signed by a person with the authority to bind the party.
- 17. The parties agree that any action or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the District Court of Northern Norfolk or Norfolk Division or the Superior Court Department of the Massachusetts Trial Court and no other court or forum, subject to appeals to the Massachusetts Appeals Court and the Massachusetts Supreme Judicial Court. It is further agreed that the parties to this contract hereby waive their rights to a jury trial.
- 18. <u>LICENSE ONLY</u>: The parties acknowledge that this is a License Agreement and the rights to use of the Parking 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 the parties other than as Licensee and Licensor. No interest in real property is hereby conveyed by the parties.

WITNESS OUR HANDS AND SEALS THIS Z DAY OF EEBRUARY, 2022:

3-10-22

Elizabeth Hefferran

Triantos and Dina Thomas

3-11-22

Henry Hospitality, Inc.
By/Stuart Henry, President

Town of North

By: Kate Fitzbatrick, Town Manager

#### INTERNATIONAL BUILDING CODE

#### **TOTAL SEAT COUNT**

EXTERIOR SEATS = 69 SEATS INTERIOR SEATS = 56 SEATS

#### TOTAL

= 125 SEATS

PER IBC 1004.4 FIXED SEATING BOOTH SEATING DETERMINED BY 24" OF BACKREST

FIXED SEATING WITHOUT DIVIDING ARMS DETERMINED BY 18" OF SEATING LENGTH ( 21'-6" / 18" = 14.33)

#### ACCESSIBLE SEATING

PER IBC 1108.2.9.1 DINING SURFACES 5% OF SEATING IS REQUIRED TO BE ACCESSIBLE

69 EXT. SEATS \* 5% = 3.5 ACCESSIBLE SEATS REQ'D

6 ACCESSIBLE SEATS ARE PROVIDED.

#### 6 > 3.5 COMPLIANT

#### PLUMBING FIXTURE REQUIREMENT

PER TABLE 2902.1

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES

#### **A-2 RESTAURANTS**

- WATER CLOSETS - 1 PER 75 (MEN & WOMEN)

- LAVATORY - 1 PER 200 - DRINKING FOUNTAIN - 1 PER 500 - SERVICE SINK - 1 REQUIRED

#### 125 OCCUPANTS = 2 WATER CLOSETS & 1 LAVATORY

THE JAMES CURRENTLY HAS

- 2 UNISEX RESTROOMS EACH WITH ONE WATER CLOSET & ONE SINK FOR A TOTAL OF 2 WATER CLOSETS & 2 LAVATORIES.

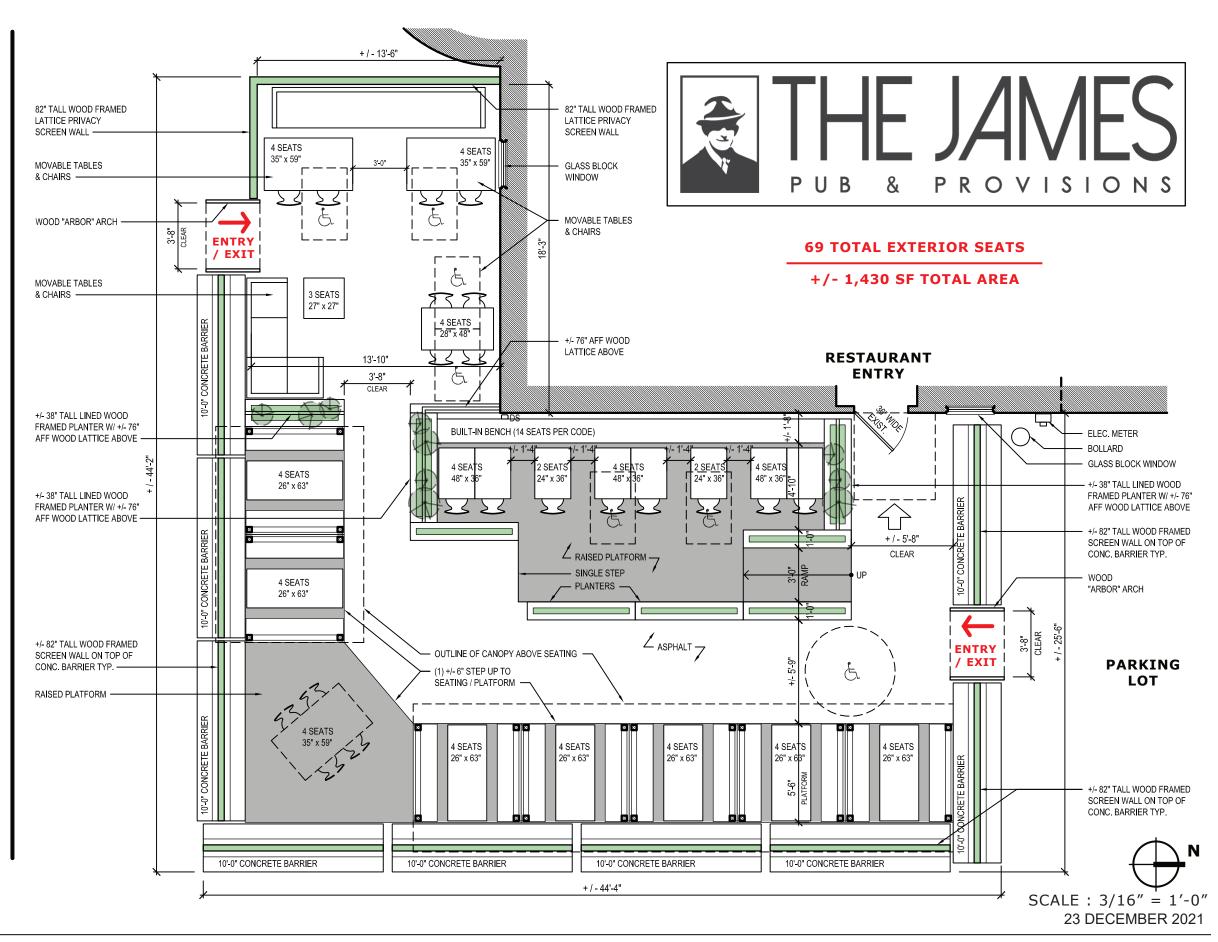
- ONE TOILET ROOMS IS FULLY ACCESSIBLE.

### 2 = 2 REQUIRED WATER CLOSETS

2 > 1 REQUIRED LAVATORIES

#### **LEGEND**

RAISED PLATFORM COMPOSITE DECKING



3 EXTERIOR SEATING PLAN



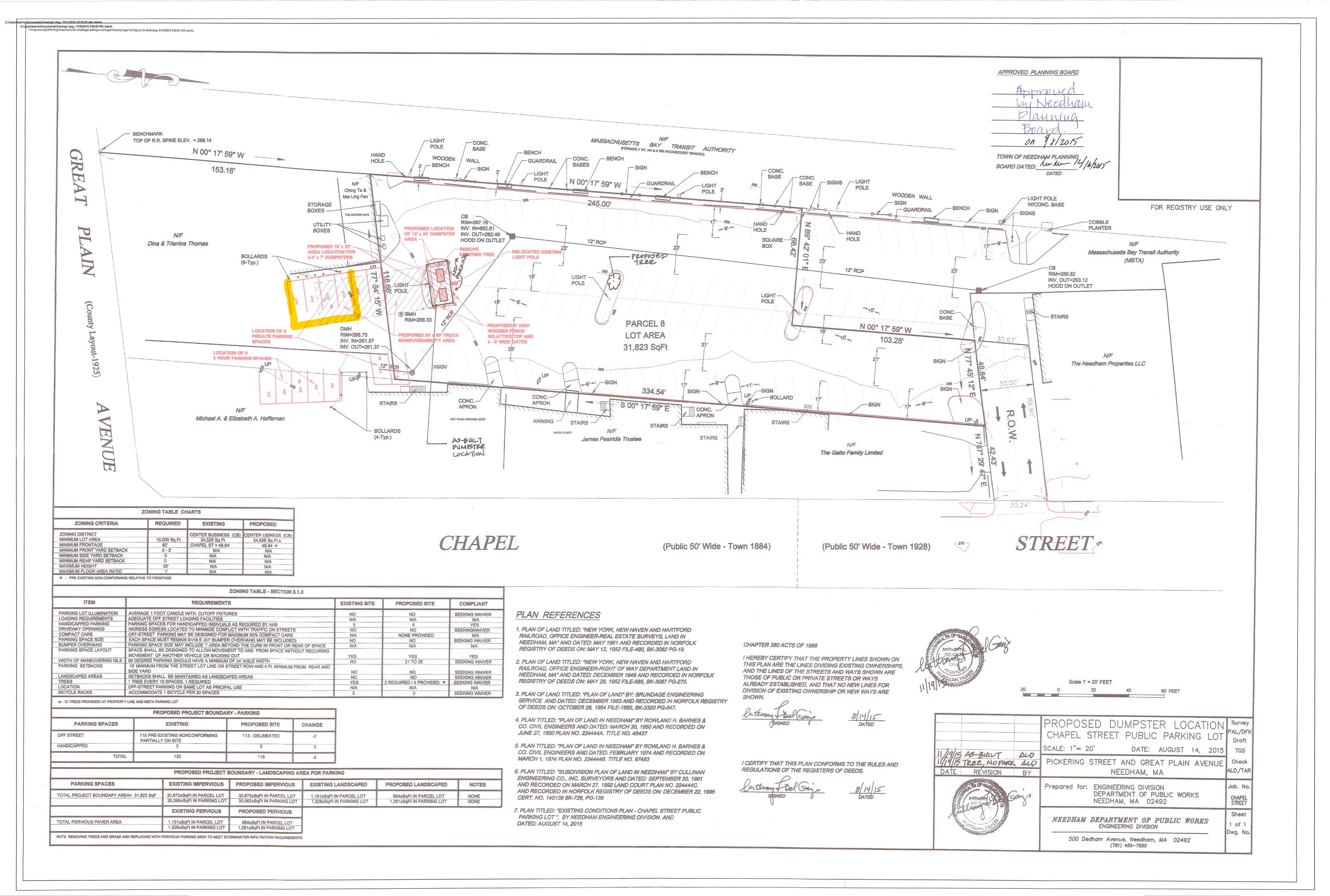


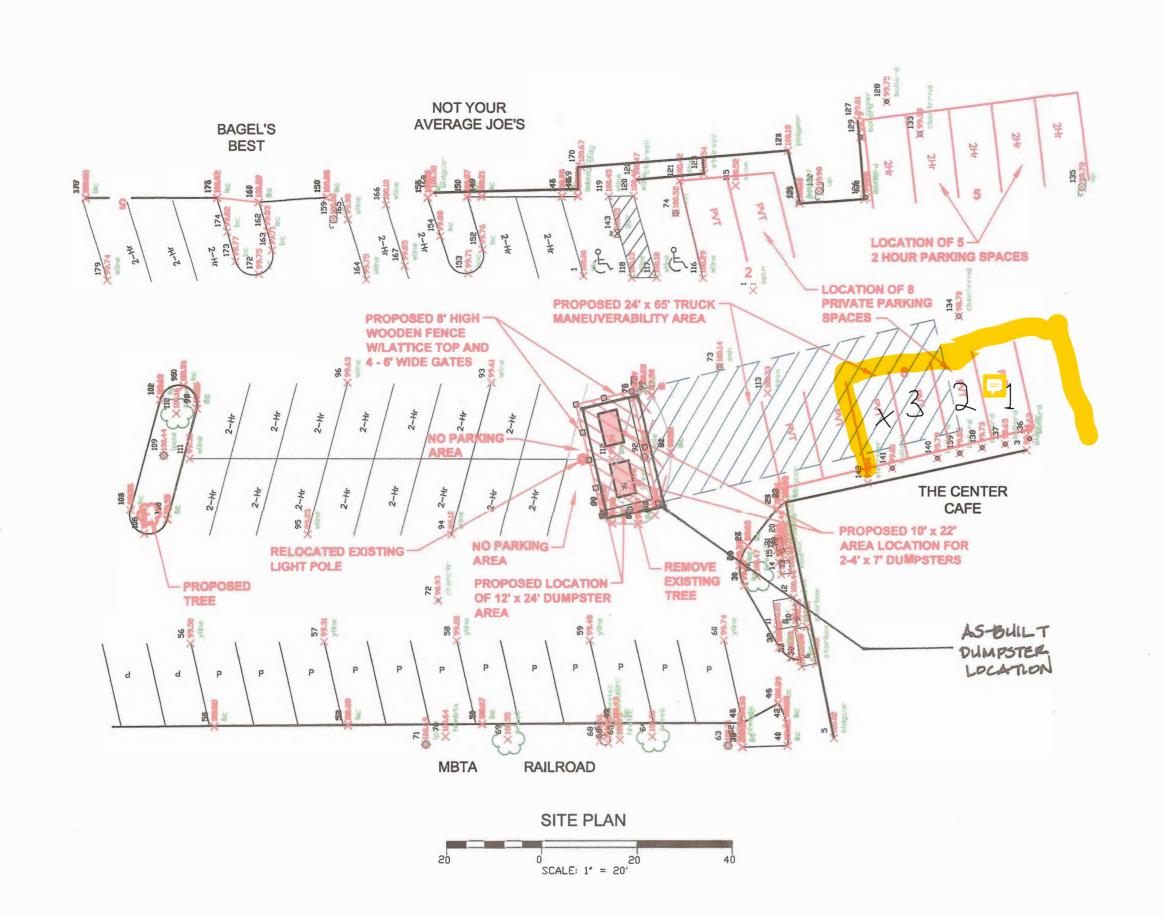


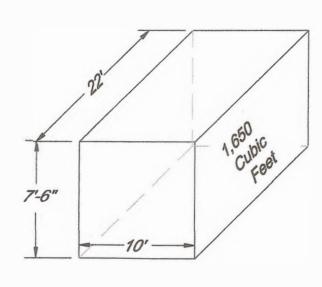




1 | PHOTOS OF EXTERIOR SEATING



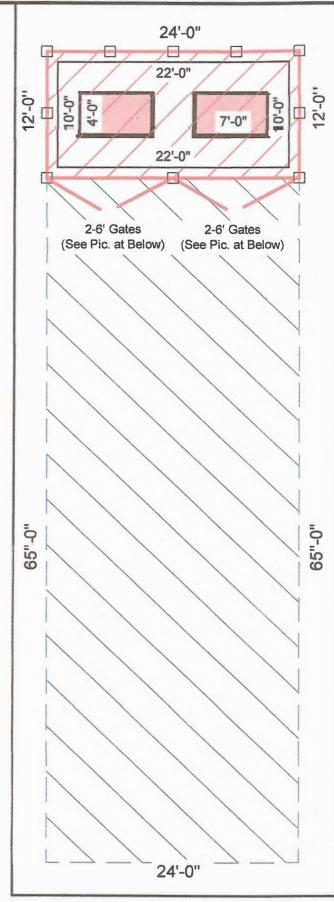




OF

DUMPSTER AREA

NOT TO SCALE



DUMPSTER AND MANEUVERABILITY
AREA DETAIL
NOT TO SCALE

APPROVED BY NEEDHAM
PLANNING BOARD

Approved

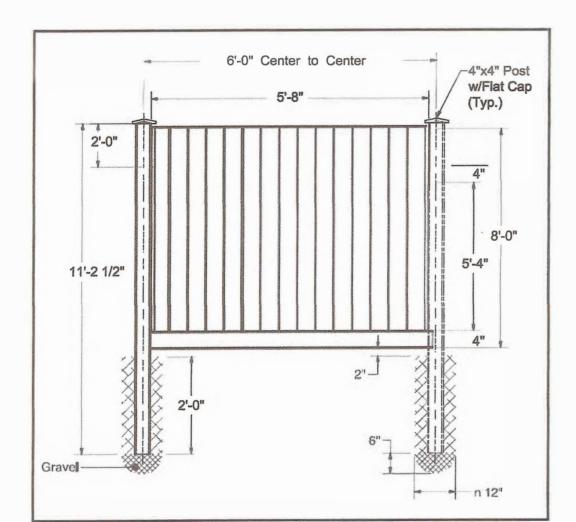
Lay Needham
Planning

Board

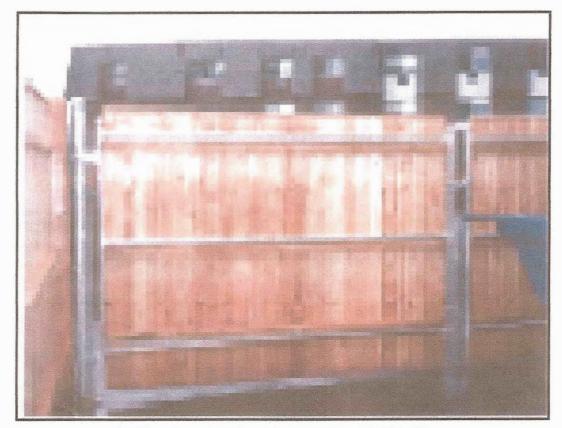
on 9/8/2015

Lucky

DATE: 12/16/box



CEDAR STOCKADE FENCE
NOT TO SCALE



CEDAR GATE with STEEL FRAME
NOT TO SCALE

1	ADDED DOODOOLD TOLE LOCATION	
11/19/15	The second secon	TGS
8/6/15	Added Fence Details	TGS
DATE	REVISION	BY
1	190	n

TGS TGS BY	PROPOSED DUMPSTER LOCATION CHAPEL STREET MUNICIPAL PARKING LOT SCALE: 1"=20 DATE: AUGUST 14, 2015	Survey DFK/PDC Draft TGS Check TAR/ALD	
als	Prepared for: NEEDHAM ENGINEERING DEPARTMENT PSA BUILDING NEEDHAM, MA 02492	Job. No. CHAPEL STREET	
	NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	Sheet 1 OF 1 Dwg. No.	
	500 Dedham Avenue, Needham, MA 02492 (781) 455–7550		