

2022 FEB -3 PM 3:43

**TOWN OF WEYMOUTH
BOARD OF ZONING APPEALS APPLICATION**

TO BE COMPLETED BY STAFF

Case Number: 3470

Town Clerk Stamp

Submittal Accepted: _____

Signature of Planning Dept. Staff for minimal requirements

Date

2/3/22

Determined to be complete and may now be filed with Town Clerk: _____

Signature of Principal Planner or Director

PROPERTY INFORMATION - TO BE COMPLETED BY APPLICANT

PROJECT / PROPERTY STREET ADDRESS: 550 Broad Street

Assessor's Map Sheet, Block, & Lot: Sheet 22, Block 38, Lot 17 & 15

Zoning District: B1 Limited Business

Overlay District: N/A

OWNER OF RECORD (S) (print & sign): Edward Page, Trustee

(The owner of record is the person or entity who owns title to the property as of today's date)

Address of owner of record: 550 Broad Street

Norfolk County Registry of Deeds Book and Page No. Book 14778, Page 479

Or registered in Land Registration Office under Certificate No. _____

NAME OF APPLICANT (S) (print & sign): Edward Page

Applicant's Address: 542-550 Broad Street

Contact Information: Email edwardjpage33@comcast.net

Phone 781-733-3660

Check if you are an: owner(s) ☒ lessee(s) ☐ optionee (s) ☐

NAME & AFFILIATION OF REPRESENTATIVE: Raymond D. Jennings, III

Address: 775 Pleasant Street, Suite 7, Weymouth, MA 02189

Contact Information: Email rayjennings@jenningsfishman.com

Phone 781-718-8449

NAME OF ENGINEER AND / OR ARCHITECT: Walter A. Mckinnon & Associates

Prior to submitting your application you must review this entire package and the Board Rules and Regulations outlining the Board's policies and procedures. Your signature signifies that you have read the required material and you will be expected to adhere to them.

I (we) hereby certify that I (we) have read the Board of Zoning Appeals Rules and Regulations and that the statements within my (our) application are true and accurate to the best of my (our) knowledge.

Applicant / Petitioner - Date (sign & print)

1/26/2022

NATURE OF REQUEST

Application is for: X Special Permit X Variance Other: _____

Applicable Section of Zoning Ordinance (specify Section (s) of the Zoning Ordinance from which relief is sought):

§ 120-40 Extension of pre-existing non-conforming structure

Variance from parking requirement: §120-74 one space for each 3 seats... 2 spaces per
residential unit

The above relief and Ordinance sections will be further reviewed after a complete package is submitted. This may be amended by the Planning or Building staff during the application review process after having the benefit of plan to accurately advertise the application before the Board.

PETITIONER'S DESCRIPTION AND NARRATIVE:

To be completed by all Board of Appeals Applicants. Attach additional sheets as necessary.

1. Describe what is presently located on the property (use as much detail as possible including all uses and square footage of each use):

The premises is a mixed-use property, 2 story structure, 3700sq. foot, with 2 residential units above and full service restaurant on the first floor in a B-1 (limited business) on .13 acres

2. The applicant seeks to (describe what you want to do on the property in as much detail as possible):

The applicant seeks to extend the pre-existing non-conforming use by adding a third floor of residential apartments such that the new building will contain three stories with six one bedroom apartments.

3. Such a use is permitted by the Town of Weymouth Zoning Ordinance under Article (insert Article, Section of the Zoning Ordinance which permits the proposed use of the property).

120-40 permits the extension of a pre-existing non conforming use by special permit.

4. Are you aware if this property has been previously granted approvals from any Town Board or Commission? If so, please list (provide dates of previous approvals, book and page numbers or any recorded decisions and copies of past decisions).

The pre-existing non-conforming use pre-dates modern zoning ordinances (circa 1890)

5. Any other additional information as relevant to the Variance or Special Permit:

See attached "Non-Exclusive License of Parking Area"

ZONING COMPUTATION WORKSHEET

(To be attached with all Board of Zoning Appeals Applications)

The Zoning Computation Worksheet must be completed by the Applicant / Petitioner. All information should be measured and calculated in accordance with the Weymouth Zoning Ordinance (Section 120-51 Table 1 "Schedule District Regulations" and other applicable sections of the Zoning Ordinance). The information should be based on engineer/surveyor/architectural prepared plans and or calculations. Further guidance can also be provided by the Board's step-by-step application instructions and by contacting the Planning or Building Department while completing this section.

Data	Required	Existing	Proposed
Use			
Lot Area / Size (Sq. Ft.)			
Dwelling Units		2	6
Frontage (ft.)			
Lot Width (ft.)			
Front Yard Setback (ft.)			
Front Yard Setback (ft.) – corner lots			
Side Yard Setback (ft.)			
Side Yard Setback (ft.)			
Rear Yard Setback (ft.)			
Height (ft.) & # of Stories		2	3
Lot Coverage			
Off-Street Parking Spaces	17	30 25	23
Off-Street Loading Spaces			
Parking Setback			
Accessory Structure Setback			
Landscaping			
Floor Area Ratio		34	34
Signage			
Other:			

SPECIAL PERMIT APPLICATION

To be completed for Special Permit Applications only.

SPECIAL PERMIT FINDINGS OF FACT

In the spaces below explain how the adverse effects of the proposal will not outweigh its beneficial impacts to the Town with respect to each of the following considerations per Article XXV, Section 120-122 of the Zoning Ordinance. The Special Permit Granting Authority may approve any such application for a special permit **only** if it finds that, in its judgment, all of the following conditions are met. (Attach additional supporting documentation as necessary).

1. Is the specific site an appropriate location for such a use? Please explain.

Yes. The premises has a pre-existing non-conforming use within a limited business zone. The proposed height is similar to neighboring structure,

2. Will the proposed use / structure be detrimental or adversely affect the character of the neighborhood or town? Please explain.

No. The proposed structure will provide much needed housing in the central square neighborhood.

3. Is there potential for nuisance or serious hazard to vehicles or pedestrians? Please explain.

No. The extension of the residential portion of the non-conforming use will not create, extend or change any potential hazard.

4. Will adequate and appropriate facilities, utilities and other public services be provided for the proper operation of the proposed use? Please explain.

Yes. The appropriate facilities, utilities and public services presently exist and will not substantially change if the proposal is approved.

5. Will the public convenience and welfare be substantially serviced with this proposal? Please explain.

Yes. This will increase the residential component within the central square city center which will increase the public convenience and the public welfare will be substantially serviced by the proposal.

SUPPLEMENTARY QUESTIONS - SECTION 120-40 SPECIAL PERMITS

Extension, Alteration or Change of a Privileged Pre-existing, Nonconforming Structure or Use **(Article XIII "Nonconforming Uses" Section 120-40 "Extension or Change")**

To be completed by Applicants applying for a Special Permit under Section 120-40 Only.

EXTENSION OR CHANGE FINDINGS OF FACT:

Any lawful structure or use in existences at the time the Zoning Ordinance was adopted or amended may be extended or altered, provided that no such extension or alteration shall be permitted unless there is a finding by the Board of Zoning Appeals that such change, extension or alteration shall not be substantially more detrimental than the existing nonconforming use or structure to the neighborhood.

1. Describe what is currently nonconforming about this structure (list specific dimensional nonconformities):

The structure is a mixed-use building containing a restaurant on the first story with two residential units above.

2. Indicate how long the nonconforming aspects of the structure have been in existence:

The non-conformance pre-dates modern zoning (circa 1890)

3. At the time the nonconformity was created (the structure or use initiated) was it compliant with the current zoning requirements? Past zoning ordinances are available for research at the Town Clerk's office and Planning Department. Past zoning maps are available at the Planning Department.

The non-conformance pre-dates modern zoning (circa 1890)

4. Explain how the extension, alteration, or change itself complies with the current Zoning Ordinance requirements:

§120-40 permits extension of the non-conforming use by special permit.

5. Indicate the number of off-street parking spaces currently provided and to be provided for the proposed structure as extended, altered or changed:

The lot contains 5 off-street parking spaces. However, the applicant has contracted for the use of 25 spaces with a parking lot less than 100 feet from the building.

6. Explain how the use or structure as extended, altered or changed will not be substantially more detrimental to the neighborhood than the existing structure:

The additional 4 one-bedroom apartments will not substantially increase parking in the neighborhood as the applicant has contracted for the use of a nearby parking lot

VARIANCE APPLICATION

To be completed for Variance applications only.

VARIANCE FINDINGS OF FACT:

Criteria for approval. The Board may approve any such application for a Variance **only** if it finds that, in its judgment, all of the following conditions are met.

Complete the following questions. Your responses should provide justifications as to why the requested Variance(s) should be granted. Attach additional documentation as necessary.

1. Describe how a literal enforcement of the provision of the Town of Weymouth Zoning Ordinance would involve a substantial hardship, financial or otherwise, to the petitioner.

The parking requirements: 1 spot for every 3 seats and 2 spots for every residential units present a hardship which the petitioner can not satisfy

2. Describe how the hardship is owing to circumstances relating to the soil conditions, shape, and/or topography of the land or structures and how the hardship especially affects said land or structures, but does not affect generally the zoning district in which it is located.

The structure and its use pre-date modern zoning codes and motor vehicle transportation.

3. Describe how desirable relief may be granted without detriment to the public good and without nullifying or substantially derogating from the intent or purpose of the Town of Weymouth Zoning Ordinance.

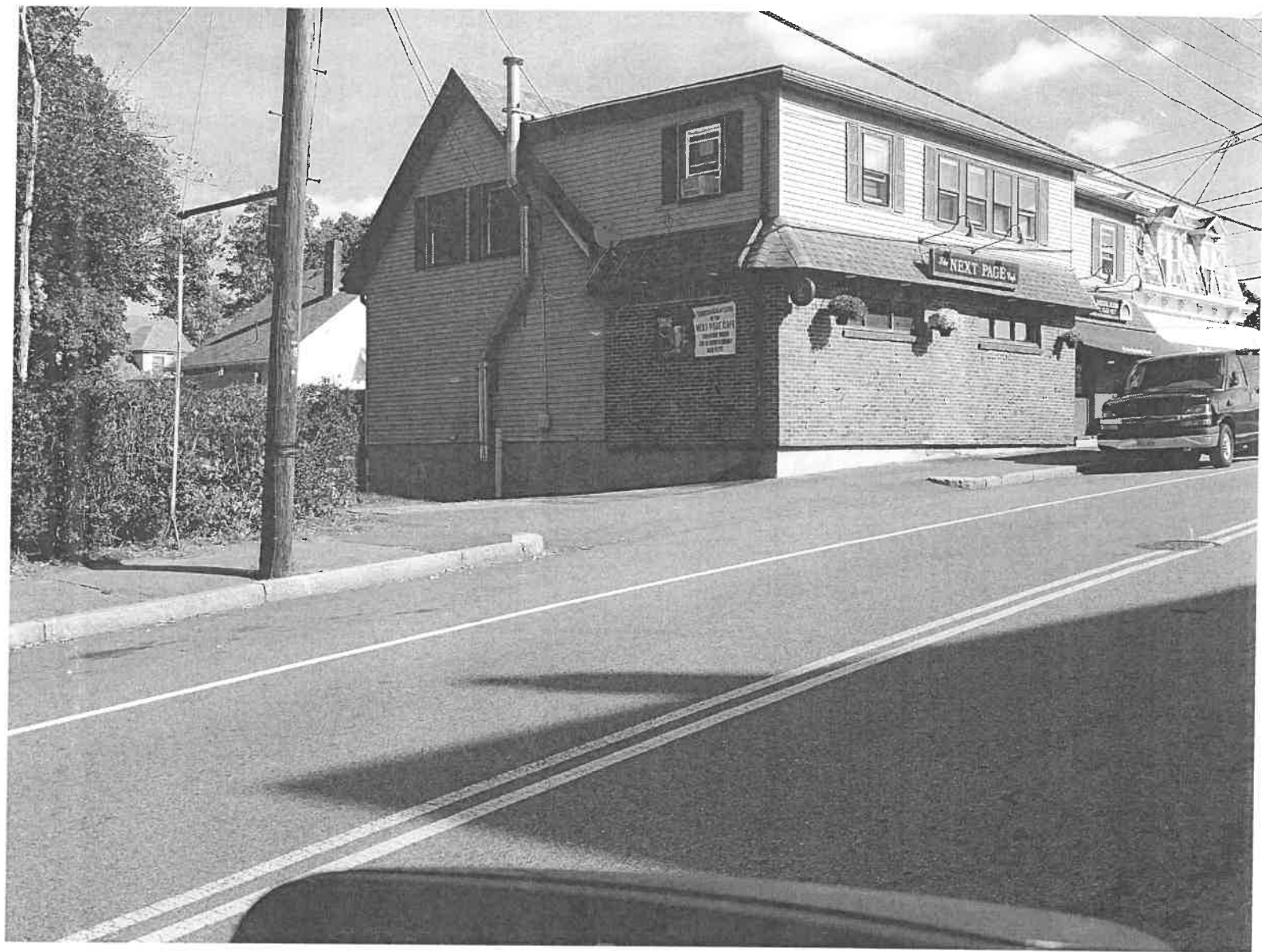
The proposal is consistent with other projects in city centers across the Town, extending the residential component adds vibrancy to the neighborhood.

4. Describe how the dimensional variance as it relates to floor space, bulk, number of occupants or other relevant measures, if granted, shall be no greater than the minimum necessary to provide relief from the statutory hardship.

The applicant does not seek a dimensional variance.

The requested variance is for parking which is absorbed by the contractual agreement for parking within less than 100 feet of the structure.

NOTE THAT THE LAW DOES NOT PERMIT THE BOARD TO GRANT A VARIANCE UNLESS ALL OF THE REQUIREMENTS SET FORTH IN CHAPTER 40A SECTION 10 OF THE GENERAL LAWS AND IN ARTICLE XXIV SECTION 120-119 OF THE WEYMOUTH ZONING ORDINANCE ARE SATISFIED. EACH OF THE ABOVE FINDINGS MUST BE ANSWERED IN DETAIL. ATTACH ADDITIONAL SHEETS IF NECESSARY.



Non-Exclusive License of Parking Area

1. The Central Square Condominium Associates Trust (herein after called the trust), Licensor which expression shall include the trust, its heirs, successors, and assigns where the context so admits, does hereby issue a license to Edward J. Page an individual having a usual residence at 44 Edison Park, Quincy, MA 02169 and Maura, Inc. a Massachusetts domestic corporation having a principle office at 550 Broad Street, East Weymouth, MA 02189 doing business as Next Page Café, 550 Broad Street, Weymouth, MA, 02189 hereinafter called Licensee, which expression shall include their successors, executors, administrators and assigns where the context so admits. The Licensor hereby issues a license to use the parking spaces not to exceed 25 in number at one time located at 548 Broad Street, Weymouth, on the right side of the property near the stockade fence, [see diagram attached], hereinafter called the demised premises under the following terms:
 - 1a. This is not a lease. This is a license.
 2. The term of this License shall be for One (1) year commencing on October 1, 2015 and ending on September 30, 2016.
 - 2a. This License if self renewing.
 3. The Licensee shall pay the trust a license fee at the rate of \$3600.00 per year payable in advance in monthly installments of \$300.00.
 4. The Licensee shall use the leased premised only for the purpose of auxiliary parking of customers' vehicles. No un-registered vehicles shall be parked on the premises.
 5. The Licensee acknowledges that no trade or occupation shall be conducted in the demised premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city of Weymouth.
 6. The Licensee shall not permit any use of the demised premises which will make voidable any insurance on the property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. The Licensee shall on demand reimburse the trust and all other tenants, any and all extra insurance premiums caused by the Licensee's use of the premises.

7. The Licensee agrees to maintain the demised premises in good condition and shall not permit the demised premises to be overloaded or over crowded.
8. The Licensee shall not assign this license in whole or in part.
9. The Licensee shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter. The Licensee shall, when requested promptly execute and deliver such written instruments as shall be necessary to show the subordination of this license to said mortgages, deeds or trust or other such instruments in the nature of a mortgage.
10. The Licensee shall save the trust harmless from all loss and damage occasioned by their use as well as from any claim or damage resulting from neglect and not removing snow and ice from the parking area or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the demised premises. The removal of snow and ice from the driveway shall be Licensee's responsibility. It is the intent of this paragraph that the Licensee shall totally and completely indemnify the trust from any and all claims resulting from this license including reasonable attorney's fees, to defend the trust.
11. The Licensee shall maintain with respect to the demised premises and the property of which the demised premises are a part comprehensive public liability insurance in the amount of one million dollars with property damage insurance in limits of \$300,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the trust as well as the Licensee against injury to persons or damages to property as provided. The Licensee shall deposit with the trust certificates for such insurance in a form and satisfactory to the trust's insurance company at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
12. Should a substantial portion of the demised premises, or of which they are a part, be substantially damaged by any casualty or by eminent domain, or should the trust decide to sell the property, the trust may elect to terminate this license. An appropriate amount will be credited for any prepaid license fees.

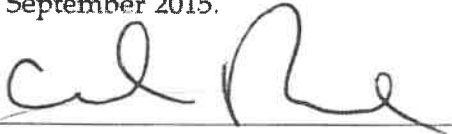
The Trust reserves, and the Licensee grants to the trust, all rights which the Licensee may have for damages or injury to the leased premises for any taking by eminent domain.


13. In the event that:
 - (a) The Licensee shall default in the payment of any installment of license fee or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - (b) The Licensee shall default in the observance or performance of any other of the Licensee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - (c) The Licensee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Licensee's property for the benefit of creditors, then the trust shall have the right thereafter, while such default continues, to terminate the license. If the trust makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12% per annum and costs, shall be paid to the trust by the Licensee as additional fees.
14. Any notice from the Trust to the Licensee relating to the demised premises or to the occupancy thereof, shall be deemed duly served if left at 550 Broad Street, Weymouth addressed to the Licensee, or if mailed to that address, registered or certified mail, return receipt requested, postage prepaid, addressed to the Licensee. Any notice from the Licensee to the Trust relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Trust at the same address as fees are made by registered or certified mail, return receipt requested, postage prepaid, addressed to the Trust at such address as the Trust may from time to time advise in writing. All license payments shall be made payable to the Central Square Condominium Associates Trust, c/o Kream and Kream, 536 Broad Street, Suite 5, P.O. Box 890117, East Weymouth, MA 02189.
15. The Licensee shall at the expiration or other termination of this lease see to it that all customer's vehicles are removed.
16. Licensee is to be responsible for all trash removal in the demised premises.
17. A late fee will be charged of \$100.00 by the trust to Licensee for any license


payment not received within five calendar days of the first of the month. It will be waived if it can be shown beyond a reasonable doubt, that it was posted timely but misdelivered by postal authorities.

18. A fee of \$50.00 will be charged by the trust to the Licensee for any returned check.
19. This License Agreement shall not be recorded in any Registry of Deeds.
20. Either party may terminate this license with thirty (30) days written notice without cause.

In witness whereof, the said parties hereunto set their hands and seals this 15 day of September 2015.


Edward J. Page


Richard H. Kream, Trustee
Central Square Condominium
Associates Trust


Edward J. Page, President of
Maura, Inc.