



Zoning & Planning Committee Agenda

City of Newton In City Council

Monday, May 23, 2016

7:45PM
Room 205

Items Scheduled for Discussion:

#181-16 Mayor's appointment of Barney Heath and Director of Planning & Development
HIS HONOR THE MAYOR, pursuant to section 3-3 of the City Charter, appointing BARNEY HEATH as DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT effective June 7, 2016. [05/09/16 @ 4:31 PM].

A Public Hearing will be held on the following item:

#103-16 Petition to rezone lots on Glen Avenue from MR1 to SR2
COUNCILORS DANBERG, BLAZAR, SCHWARTZ, SANGIOLO AND YATES petitioning to rezone land known as Section 61, Block 39, Lots 01, 02, 03 and 04 located at 41, 45, 47 and 51 Glen Avenue from MULTI RESIDENCE 1 to SINGLE RESIDENCE 2 [03/17/16 @ 1:50 PM]

A Public Hearing will be held on following item:

#278-14(2) Zoning amendment to clarify definition of two-family detached dwelling
COUNCILOR HESS-MAHAN requesting an amendment to clarify the intent of **Chapter 30 Section 1.5.1.B** definition of Two-Family Detached Dwelling. [03/31/16 @ 11:00 AM]

#222-13(2) Zoning amendment to regulate front-facing garages in residential zones
THE ZONING AND PLANNING COMMITTEE proposing to amend **Chapter 30**, City of Newton Zoning Ordinances, to regulate the dimensions and setbacks of front facing garages in residential zoning districts. [08/03/15 @ 10:15 AM]

#170-15 Discussion of HUD settlement relative to creating 9-12 affordable units
ALD. HESS-MAHAN, JOHNSON, CROSSLEY AND ALBRIGHT requesting a discussion relative to the HUD Settlement with Supporters of Engine 6, the Fair Housing Center of Greater Boston and the Disability Law Center in conjunction with the Law and Planning Departments, to explain the settlement and possible implications for the Zoning Board of Appeals and the Board of Aldermen in terms of the City's obligation

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a special accommodation, *please contact Jini Fairley, at least two days in advance of the meeting: jfairley@newtonma.gov, or 617-796-1253. For Telecommunications Relay Service dial 711.*

to identify sites and facilitate the creation of, and issue permits for, affordable housing for 9-12 chronically homeless persons in Newton. [07/06/15 @ 4:18 PM]

Items Not Scheduled for Discussion at this meeting:

Public Hearing to be assigned for June 27, 2016:

#182-16 **Citizens petition to prohibit zones changes without surrounding owners approval**
FRED ARNSTEIN ET AL., submitting a petition, pursuant to Article 10, Section 2 of the Newton City Charter, to establish a moratorium to prohibit the change of the zoning district applicable to any land in Newton without the written approval of a majority of the owners of land within 1,000 feet of the land contained in said proposed changed zoning district. [04/28/16 @ 10:34 AM] (90 day 8/14/16)

Public Hearing to be assigned for June 27, 2016:

#183-16 **Petition to rezone lots on Mechanic Street**
TERENCE P. MORRIS petitioning to rezone corresponding pieces of abutting lands in different districts, MULTI RESIDENCE 2 and BUSINESS 2, on land known as Section 51, Block 29, Lots 01 and 04 located at 38 and 44 Mechanic Street in conjunction with a land transfer. [05/05/16 @ 10:36 AM]

Public Hearing to be assigned for June 27, 2016:

#184-16 **Petition to rezone lots on Walnut Street**
TERENCE P. MORRIS, petitioning to rezone land known as Section 24, Block 11, Lots 03 and 04, located at 369 and 377 Walnut Street from SINGLE RESIDENCE 2 to MULTI RESIDENCE 1. [05/11/16 @ 3:23 PM]

Public Hearing to be assigned for June 27, 2016:

#153-16 **Petition to rezone 1294 Centre Street from Public Use to Business 1**
COUNCILORS BLAZAR, DANBERG AND SCHWARTZ petitioning to rezone land known as Section 61, Block 35, Lot 03 located at 1294 Centre Street from PUBLIC USE to BUSINESS 1 in order to better match the zoning of other commercial parcels in the area. [04/19/16 @ 9:11 PM] (65 days 7/5/15)

#159-16 **Discussion with HRC and Fair Housing Committee relative to discriminatory practices**
COUNCILOR SANGIOLO requesting a discussion with the Human Rights Commission and Fair Housing Committee regarding Fair Housing complaints and efforts to combat discriminatory practices in the City. [04/27/16 @ 1:39 PM]

- #445-14** **Update from Newton Fair Housing Committee on housing opportunities**
ALD. SANGIOLLO requesting an update with members of the Newton Fair Housing Committee on the status of housing opportunities in the City of Newton.
[11/13/14 @ 2:03 PM]
- #122-16** **Discussion with ISD re procedures to protect abutters during demo projects**
COUNCILORS NORTON AND AUCHINCLOSS requesting discussion with the Inspectional Services Department relative to the City's procedures to protect abutters during demolition projects and whether Newton is requiring developers to take sufficient steps. [03/25/16 @ 12:07 PM]
- #110-15** **Discussion of the Smart Growth Zoning Overlay District Act in Newton**
HIS HONOR THE MAYOR requesting discussion of The Smart Growth Zoning Overlay District Act M.G.L. Chapter 40R and its potential application in Newton.
[04/24/15 @ 2:38 PM]
- #54-16** **Zoning ordinance amendment relative to Health Club use**
ACTING DIRECTOR OF PLANNING proposing amendments to the Newton Zoning Ordinance to allow the "Health Club" use in Business 1, Business 2 and Business 4 districts; and to clarify the definition of "Personal Service" as it relates to health and fitness uses. [02/09/16 @ 4:24 PM]
ITEM SPLIT INTO PART A AND PART B:
PART A – To allow Health Club use in BU1, BU2 and BU4;
PART B – To clarify the definition of Personal Services as it relates to health and fitness issues.
Approved Part A 6-0
Held Part B 6-0
- #109-15** **Zoning amendment for inclusionary housing provisions from 15% to 20%**
HIS HONOR THE MAYOR requesting consideration of changes to the inclusionary housing provisions of the Zoning Ordinance to increase the required percentage of affordable units to 20% with the additional 5% set aside for middle income households. [04/24/15 @ 2:38 PM]
- #108-15** **Zoning amendment for accessory apartments supportive of seniors**
HIS HONOR THE MAYOR requesting consideration of changes to the Zoning Ordinance that would facilitate the creation of accessory apartment units, supportive of Newton's seniors. [04/24/15 @ 2:38 PM]
- #164-09(2)** **Request for amendments to dimensional requirements for accessory apartments**
ALD. HESS-MAHAN requesting that the Planning Department study the dimensional requirements for lot and building size for accessory apartments and make

recommendations for possible amendments to those dimensional requirements to the board of Aldermen that are consistent with the Newton Comprehensive Plan.

- #61-10** **Discussion relative to bringing existing accessory apartment into compliance**
ALD. CICCONE, SWISTON, LINSKY, CROSSLEY AND HESS-MAHAN requesting a discussion relative to various solutions for bringing existing accessory and other apartments that may not meet the legal provisions and requirements of **Chapter 30** into compliance.
- #64-13** **Permitting for conversion of historic barns/carriage houses to accessory apts**
HISTORICAL COMMISSION requesting the creation of an administrative permitting process for converting historic barns and carriage houses into accessory apartments to assist in their preservation.
- #80-13** **Updates on the zoning reform project**
THE PLANNING DEPARTMENT requesting update discussions of the zoning reform project. [02/25/13 @ 12:31 PM]
- #323-14** **Zoning amendment to require front-facing front doors in residential zones**
ALD. YATES, NORTON, COTE AND SANGIOLO proposing to amend **Chapter 30** to require that the front doors of single-family homes, two-family homes and other residential structures face the street on which their lots are located. [08/25/14 @ 11:42 AM]
- #265-14** **Request to increase several time periods for demolition delays**
ALD. BLAZAR, YATES AND DANBERG requesting:
1. to amend Section 22-50 to increase the time period for determinations of historical significance to 30 days, and to increase the time period for hearings, rulings and written notice on appeals from historical significance determinations to 60 days;
 2. to amend Section 22-50 to increase the time period to hold a public hearing as to whether or not a historically significant building or structure is preferably preserved to 60 days;
 3. to amend Section 22-50 to increase the demolition delay period for buildings and structures on or eligible for listing in the National Register of Historic Places to 30 months;
 1. and to amend Section 22-50 to increase the demolition delay period for all other preferably preserved buildings or structures to 24 months. [7/07/14 @ 12:35 PM]
- #447-14** **Proposing an ordinance to require building plans with demolition applications**
ALD. SANGIOLO proposing an ordinance requiring the submission of building plans with applications for full or partial demolitions. [11/13/14 @ 2:03 PM]

- #169-15 Zoning amendment to require new lot standards after demolition**
ALD. SANGIOLO requesting a zoning amendment which would require any residential structures in Single Residence or Multi Residence zoning districts built after the demolition of an existing structure conform to new lot standards.
[07/02/15 @ 3:20 PM]
- #264-13 Zoning amendment to develop residential districts for small lots**
ALD. YATES requesting that the Zoning Reform Group or its successor consider amending City of Newton Zoning Ordinances **Chapter 30** to develop additional residential districts reflecting the small lots in older sections of the City and map changes to bring the zones of more residential sections of the City into conformity with the existing land uses. [08/15/13 @ 12:28 PM]
- #34-16 Zoning amendment for large house review process**
COUNCILORS SANGIOLO, KALIS AND DANBERG proposing an amendment to Chapter 30 for a large house review ordinance requiring design review and approval of by-right single and multi-residence residential structures exceeding certain dimensional limits. [01/19/16 @ 2:35 PM]
- #142-09(7) Resolution to reconvene Floor Area Ratio working group**
ALD. HESS-MAHAN AND JOHNSON proposing a Resolution to request that the Director of Planning and Development and the Commissioner of Inspectional Services reconvene a Floor Area Ratio working group to review and analyze the definition of “*Floor area, gross*” for residential structures as it is used in the definition and calculation of “*Floor area ratio*” in **Section 30-1** with respect to actual usage, and, if necessary, make recommendations for amendments thereto and in the dimensional regulations contained in **Section 30-15(u)** and *Table A* of **Section 30-15(u)**, the purpose of which is to regulate the size, density and intensity of use in the construction or renovation of, or additions to a residential structure, to more accurately reflect and be compatible with neighborhood character, and to ensure that a proposed residential structure is consistent with and not in derogation of the size, scale and design of other existing structures in the neighborhood, and is not inconsistent with the City’s Comprehensive Plan.
- #238-14 Request for development of Housing Production Plan**
ALD. SANGIOLO requesting the Executive Department and Planning Department work with the Board of Aldermen to develop a Housing Production Plan in accordance with 760 CMR 56.03(4) and guidelines adopted by the Department of Housing and Community Development as soon as possible. [06/09/14 @ 11:55 AM]

- #22-15 Zoning amendment to allow rental voucher program re: inclusionary zoning**
ALD. YATES requesting that utilization of the Massachusetts Rental Voucher Program be added as an allowable means of complying with the inclusionary zoning provision in Phase II of Zoning Reform. [01/05/15 @ 9:53 PM]

Referred to Zoning & Planning, Land Use and Finance Committees

- #104-15 Qualification of affordable units on Comm Ave, Pearl and Eddy Streets**
ALD. JOHNSON, LAREDO, AND GENTILE requesting a report from the Planning Department with the following information: How many of the affordable units developed at Commonwealth Avenue, Pearl Street, and Eddy Street qualify to be included on the State's Subsidized Housing Inventory List. If a property is not currently on the list, what can be done to make it eligible. [04/09/15 @ 12:00 PM]
- #107-15 Discussion of middle income housing supportive of City employees**
HIS HONOR THE MAYOR requesting discussion of approaches to create middle income housing as a means of allowing City of Newton employees the opportunity to live in the community in which they work. [04/24/15 @ 2:38 PM]
- #81-13 Request for naturally affordable compact housing opportunities**
DIRECTOR OF PLANNING & DEVELOPMENT on behalf of the Newton Housing Partnership requesting consideration of naturally affordable compact housing opportunities in MR1 zones. [02/22/13 @ 1:13 PM]
- #86-15 Discussion and review of CDBG fund expenditures and citywide goals**
ALD. CROSSLEY, ALBRIGHT, HESS-MAHAN, & JOHNSON requesting a review and discussion of Community Development Block Grant expenditures and past years' accounting to assess progress in meeting citywide program goals as adopted in the consolidated plan, including creating and sustaining affordable housing, as well as facilities improvements in approved neighborhood districts. [03/30/15 @ 6:02 PM]
- #427-13 Discussion of CDBG, HOME and ESG funds and fair housing**
ALD. HESS-MAHAN requesting discussion and periodic updates of steps the City of Newton is taking to ensure that its implementation of the Consolidated Plan, Annual Action Plan and Citizen Participation Plan and use of CDBG, HOME and ESG funds comply with federal and state fair housing and anti-discrimination laws and regulations, and its duty to affirmatively further fair housing. [12/06/13 @ 9:51 AM]
- #308-12 Discussion of policies relative to CDBG fund expenditures**
ALD. HESS-MAHAN & ALBRIGHT requesting a discussion with the Mayor's office and the Planning & Development Department of policies, procedures, and criteria relating to determinations concerning expenditures of Community Development Block Grant (CDBG) funds. [10/09/12 @ 3:59 PM]

Referred to Zoning & Planning and Finance Committees

- #315-14** **Ordinance amendment for procurement requirements for non-profits**
ALD. HESS-MAHAN, ALBRIGHT, CROSSLEY AND DANBERG proposing an amendment to Chapter 2 of the City of Newton Ordinances setting forth requirements for procurement of materials and services by non-governmental recipients of federal, state or local funds administered by the City, such as CDBG and CPA funds. In order to encourage non-profit and other private organizations to participate in affordable housing, cultural and other public-private collaborations, such procurement requirements should accommodate the needs of non-governmental recipients for flexibility given the multiple public and private sources of funds necessary for any project by not placing undue or unreasonable burdens on them.
[08/04/14 @ 5:08 PM] Finance voted NAN
- #446-14** **Discussion with Commission on Disability regarding the City's ADA compliance**
ALD. SANGIOLO requesting a discussion with the Commission on Disability regarding the status of City compliance with ADA regulations. [11/13/14 @ 2:03 PM]
- #140-14** **Zoning amendment for lodging house ordinance**
ALD. CROSSLEY AND HESS-MAHAN requesting to amend **Chapter 30**, City of Newton Zoning Ordinances, to include a "lodging house" ordinance to promulgate rules requiring annual fire, safety and health inspections and licensing of buildings providing single room occupancy and/or congregate living arrangements.
[04/04/14 @ 6:29 PM]
- #429-13** **Zoning amendment for Congregate Living Facility parking requirements**
ALD. HESS-MAHAN requesting repeal and/or amendment of Zoning Ordinances **Section 30-1**, Definitions, 30-8(b)(2), Special Permits in Single Family Residential Districts, and 30-10(d)(4), Number of Parking Stalls, concerning "Congregate Living Facility", as required by federal and state anti-discrimination and fair housing laws and regulations. [12/06/13 @ 9:51 AM]
- #35-16** **Creation of policy to require posting of materials of boards/commissions**
COUNCILOR SANGIOLO requesting a discussion with the Planning Department relative to creating a policy to require audio recordings of all meetings of boards and commissions and posting of same to the City's website, as well as posting of all documentation that is reviewed by boards and commissions and/or by their designated City staff member. [01/19/16 @ 2:35 PM]
- #129-13** **Zoning amendment for special permits for attached dwellings**
ALD. HESS-MAHAN proposing to amend and/or clarify definition and provisions for granting a special permit for "attached dwellings" in the City of Newton Zoning Ordinances, **Chapter 30-1, 30-8(b)(13) and 30-9(b)(5)**. [05/25/13 @ 5:14 PM]

- #65-13** **Zoning amendment to require special permit for major topographic changes**
ALD. YATES, FISCHMAN, KALIS requesting that **Chapter 30** be amended to require a special permit for major topographic changes.]
- #139-14** **Zoning amendment to clarify rules for retaining walls**
ALD. ALBRIGHT requesting to amend **Chapter 30**, City of Newton Zoning Ordinances, to clarify rules relative to retaining walls.
- #391-09** **Zoning amendment to allow payments-in-lieu of parking spaces: special permits**
ALD. DANBERG, MANSFIELD, VANCE AND HESS-MAHAN requesting an amendment to **§30-19** to allow payments-in-lieu of providing required off-street parking spaces when parking spaces are waived as part of a special permit application.
[09/09/09 @ 3:53 PM]
- #152-10** **Zoning amendment to clarify parking requirements for colleges and universities**
ALD. BAKER, FULLER, SCHNIPPER, SHAPIRO, FISCHMAN, YATES AND DANBERG recommending discussion of possible amendments to **Section 30-19** of the City of Newton Ordinances to clarify parking requirements applicable to colleges and universities.
- #153-11** **Zoning amendment for Retail Overlay Districts around village centers**
ALD. DANBERG, ALBRIGHT, HESS-MAHAN, JOHNSON requesting that **Chapter 30** be amended by adding a new **Sec. 30-14** creating certain Retail Overlay Districts around selected village centers in order to encourage vibrant pedestrian-oriented streetscapes which would allow certain uses at street level, including but not limited to financial institutions, professional offices, and salons, by special permit only and require minimum transparency standards for street-level windows for all commercial uses within the proposed overlay districts.
- #168-15** **Discussion of Metropolitan Area Planning Council's Wells Avenue Market Study**
THE NEWTON-NEEDHAM CHAMBER OF COMMERCE requesting a discussion of the Metropolitan Area Planning Council's 2015 Wells Avenue Market Study.
[07/06/15 @ 5:34 PM]
- #95-15** **Discussion to consider mix of uses at Wells Avenue Office Park**
ALD. CROSSLEY, JOHNSON, LEARY, HESS-MAHAN, DANBERG, ALBRIGHT AND BLAZAR requesting a discussion with the Planning Department to consider the mix of uses in the Wells Avenue Office Park, with and without a second egress to the site, pursuant to the recent MAPC study recommending a strategic introduction of retail and restaurant uses to attract and sustain healthy commercial uses, and some number of residential units sufficient to support an economically viable and vibrant mixed use environment. [04/13/15 @ 2:46 PM]

Referred to Finance and Appropriate Committees

#288-15

Submittal by the Mayor of the FY17 Capital Improvement Plan

HIS HONOR THE MAYOR submitting the FY 2017-FY 2021 Capital Improvement Plan pursuant to section 5-3 of the Newton City Charter. [10/01/15 @ 1:53 PM]

Referred to Zoning & Planning, Land Use and Finance Committees

#273-12

Request to restructure and increase of fees for various permits

ALD. CROSSLEY & HESS-MAHAN requesting a restructuring and increase in fees for permits charged by the Inspectional Services Department and fees charged by the Planning Department and City Clerk to assure that fees are both sufficient to fund related services provided and simple to administer. [09/10/12 @ 1:17 PM]
Finance and Land Use voted NAN

Referred to Finance and Appropriate Committees

#257-12

Review of fees in Chapter 17 and Chapter 20

RECODIFICATION COMMITTEE recommending (1) review of the Fees, Civil Fines/Non-Criminal Disposition contained in Chapter 17 LICENSING AND PERMITS GENERALLY and Chapter 20 CIVIL FINES/NON-CRIMINAL DISPOSITION CIVIL FINES to ensure they are in accordance with what is being charged and (2) review of the acceptance of G.L. c. 40 §22F, accepted on July 9, 2001, which allows certain municipal boards and officers to fix reasonable fees for the issuance of certain licenses, permits, or certificates. Finance voted NAN

#195-15(3)

Request to acquire land at 300 Hammond Pond Parkway

ALD. ALBRIGHT, BAKER, BLAZAR, BROUSAL-GLASER, CICCONE, COTE, CROSSLEY, DANBERG, FULLER, GENTILE, HESS-MAHAN, JOHNSON, KALIS, LAPPIN, LEARY, LAREDO, LENNON, LIPOF, NORTON, RICE, SANGIOLO, SCHWARTZ, AND YATES requesting that, in order to preserve the conservation and recreation values of the land, and to protect existing adjacent public open spaces, the Board of Aldermen vote to acquire for the City of Newton either the undeveloped portion of the land at 300 Hammond Pond Parkway or a conservation restriction on such land.
[10/23/15 @ 2:55 PM]

#404-13

Request for rezoning in Newton Centre

NATASHA STALLER et al. requesting a revision to the zoning District boundary Lines so as to transfer from Multi-Residence 1 District to a Single Residence 3 District the following properties:
Assessors' parcels SBL nos. 61-037-0004 through 61-037-0013; 61-042-0007 through 61-042-0023; 65-019-0001; 65-019-0007 through 65-019-0012; 65-019-0014 through 65-019-0022; 65-019-0009A; 65-019-0017B and 65-019-0022A. Also requesting transfer from a Single Residence 2 District to a Single Residence 3 District SBL no. 65-019-0015A.

**Respectfully Submitted,
Ted Hess-Mahan, Chair**



City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

SETTI D. WARREN
MAYOR

May 9, 2016

David Olson
Clerk of the City Council
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

Dear Mr. Olson:

Pursuant to Section 3-3 of the City Charter, I am pleased to notify you that I have appointed Barney Heath as the Director of the Planning and Development Department. Mr. Heath's duties will include the administration of the Planning and Development Department and all duties and functions of the position as governed by the City of Newton Ordinances and Massachusetts General Laws.

I ask that this letter serve as notice to the City. It is my understanding that the charter stipulates that the appointment goes into effect 30 days after the next Board meeting unless a two-thirds majority rejects the appointment. Mr. Heath would be expected to start his work for the City on June 7, 2016. Thank you.

Very truly yours,

Setti D. Warren
Mayor

Cc: Maureen Lemieux, Chief of Staff/CFO
Jeffrey Honig, Interim Director of Human Resources

RECEIVED
Newton City Clerk
2016 MAY -9 PM 4: 31
David A. Olson, Clerk
Newton, MA 02459



Alexandra Ananth

From: James Freas
Sent: Wednesday, January 20, 2016 2:20 PM
To: Alexandra Ananth
Subject: FW: Rezoning update, and additional info
Attachments: Joint Statement.pdf; ATT00001.htm

RECEIVED
Newton City Clerk
2016 APR 20 PM 2:41
David A. Olszewski, CMC
Newton, MA 02459

From: Simon French [mailto:french.simon@gmail.com]
Sent: Tuesday, January 19, 2016 4:24 PM
To: James Freas; Dick Blazar; Greg Schwartz; Ted & Ann Hess-Mahan; Amy Sangiolo; Lisle Baker; Marc Lledo; Ruthanne Fuller; Victoria Danberg
Subject: Re: Rezoning update, and additional info

Thank you Vicki for moving this forward, and a thank you for those of you who find the time to read it!!

We are at 47 Glen Ave, the Plaintiff at 45.

I am attaching the Joint Statement that has been submitted to the land court, which I guess gives you an unbiased view too.

This all started back in June/July when ECW Realty purchased the property next to us. A demo permit was submitted, but in the July the Historic Commission Preferably preserved it for a year. From the plot plans you will note we could be described as a double pork chop! When I first met the developer he told me how he was going to be a great neighbor, that I shouldn't worry, and then proceeded to ask if I had an attorney to deal with the encroachment onto his land (the part of the driveway next to our garage outlined in the blue square on the birds eye view)!! We didn't at the time, but we do now (Hugh Starkey). Hugh tried to engage him, however we never heard anything back until November. Come December when we thought we were going try mitigation they decided to submit a suit to the court. They said that they would like to go the mitigation route, and the summons was only there if things did not progress (this was Mid December). They were informed that ourselves as well as our attorney would not be available for last couple of weeks of December as it turned out we were all heading off to the UK. Just a few days into our Vacations Hugh was informed that 5th Jan had been set for initial Land Court Conference, at which point he told them it was too short notice and noted that we had not even been served! We came back on the 28th to find we had been served.

Here we are now, and it seems they would like to take most of our parking area away for access too! The deed restriction regarding the driveway only covers the front portion on the driveway between the front 2 lots (the developer believes otherwise). Its seems he would like to create a new or extend the easement to handle the new property and the associated cars.

We are in a MR1 Zone. Both 45 & 47 Glen Avenue are classified as Rear Lots, however they were built prior to 1953 and thus regular MR1 as far as ISD is concerned. If these were newly created lots a special permit would be required to build on these. According to the ordinance any building built would have to take into consideration adjoining lots. The Developer has indicated he wishes to put a 2 family home in there, and considering he purchased the property for \$725k its not hard to imagine each property being sold for 900k or more in order for him to make his money back. And for that to happen it will be completely out of context with the other 3 dwellings, having square footages of 1800,1500,1200.

Other than issues outlined above, we are also extremely concerned about our kids safety. One of the reasons we purchased the property was partly due to the driveway being so kid friendly! We have three kids aged between 1 and 7. The developer has already run over one of the kids scooters, and if you take a look at those plans you will see how dangerous it would be to have people reversing directly onto our side of the driveway in order to maneuver.

Please do contact me if you have any questions - 781467 8940.

This whole saga is very unsettling and I thank again for your consideration in this.

Simon

27

7596-597

Plan of Land
in

(Copy)

NEWTON CENTRE-MASS.

Scale: 40' = 1"

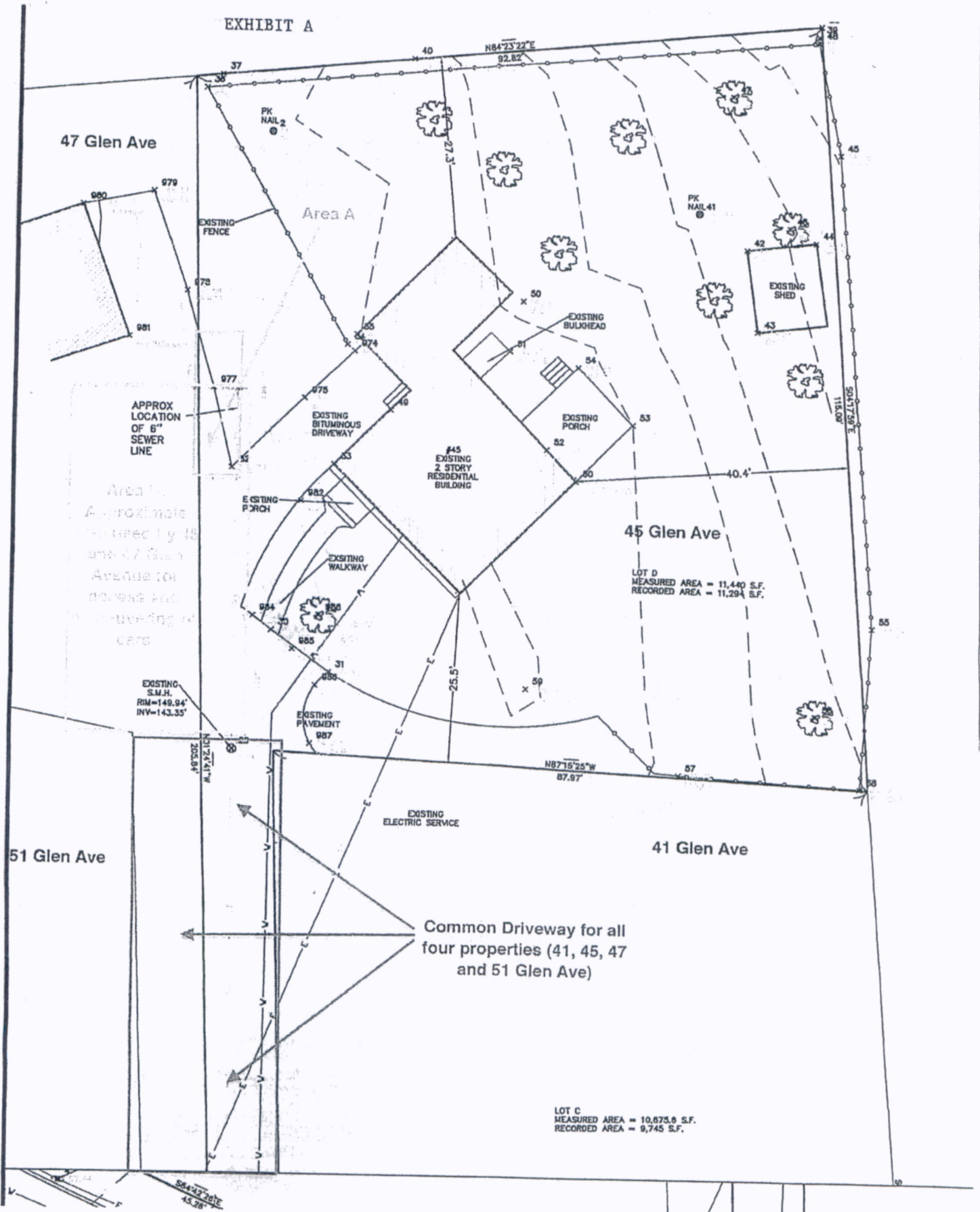
Aug. 15, 1949.

W^m E. Leonard.- C.E.



Registered in the Office of the
 Register of Deeds for the County of Middlesex
 on the 15th day of August 1949
 at the City of Newton
 in the County of Middlesex
 Massachusetts
 Book 7596 Page 597
 W. E. Leonard, C.E.

EXHIBIT A



47 Glen Ave

Area A

APPROX LOCATION OF 6" SEWER LINE

Area C is a approximate to be used by 45 and 47 Glen Avenue for driveway and parking of cars

#45 EXISTING 2 STORY RESIDENTIAL BUILDING

45 Glen Ave

LOT D MEASURED AREA = 11,440 S.F. RECORDED AREA = 11,294 S.F.

EXISTING S.M.H. RIM=149.94' INV=143.35'

51 Glen Ave

EXISTING ELECTRIC SERVICE

41 Glen Ave

Common Driveway for all four properties (41, 45, 47 and 51 Glen Ave)

LOT C MEASURED AREA = 10,675.6 S.F. RECORDED AREA = 9,745 S.F.



Blk: 54752 Pgs: 350 Doc: DEED
Page: 1 of 3 05/28/2010 12:37 PM

OB-3

QUITCLAIM DEED

We, Jeffrey D. Schy and Susan Silver Schy, of Newton Massachusetts, for consideration of Five Hundred Sixty Thousand and 00/100 (\$560,000.00) Dollars grant to Simon J. French and Aedin C. Cullhane, husband and wife as tenants by the entirety of 47 Glen Avenue, Newton, Massachusetts,

with Quitclaim Covenants

the land with the buildings thereon located at 47 Glen Avenue and situated in that part of said Newton called Newton Centre, Middlesex County, Massachusetts and being shown as Lot E on a plan entitled "Plan of Land in Newton Centre - Mass." dated August 15, 1949, William E. Leonard, C.E., duly recorded with Middlesex South District Registry of Deeds, Book 7596, Page 597 being bounded and described as follows:

- EASTERLY by Glen Avenue, ten and 70/100 (10.70) feet;
- SOUTHERLY by Lot B on said plan, one hundred three and 35/100 (103.35) feet;
- EASTERLY again by Lot B on said plan, eighty-seven and 93/100 (87.93) feet;
- SOUTHERLY again by Lot A on said plan, seventy-three and 34/100 (73.34) feet;
- WESTERLY by land now or formerly of Sigel, ninety-three (93) feet;
- NORTHERLY by Lot D on said plan, two hundred five and 64/100 (205.64) feet.

Containing according to said plan 9,253 square feet of land. So much of said Lot E as is included in the strip of land 21.32 feet wide lying between Lots B and C, as shown on said plan, is subject to the rights of the owners of Lots B, C, and D on said plan, to use said strip as a passageway for all purposes for which passageways are commonly used in the City of Newton and there is appurtenant to said Lot E the right to use said strip of land above referred to as a passageway in common with the owners of said Lots B, C, and D, said passageway to be maintained jointly by the owners of Lots B, C, D and E.

Being the same premises conveyed to Gramors by deed of David R. Elmaleh and Jazina Elmaleh dated March 18, 1985 and recorded with the Middlesex South Registry of Deeds in Book 16063, Page 323

Property: 47 Glen Avenue, Newton, MA

MASSACHUSETTS EXCISE TAX
Southern Middlesex District FGD # 001
Date: 05/28/2010 12:37 PM
Cert# 139908 02068 Doc# 00005430
Fee: \$2,633.58 Conn: \$550,000.00



COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

2016 JAN 15 PM 3:18
CASE NO. 15 MISC 000537 (GHP)

_____)
ECW REALTY, LLC,)
Plaintiff)
)
v.)
)
AEDIN C. CULHANE and)
SIMON J. FRENCH)
Defendants)
_____)

JOINT STATEMENT

NOW COME plaintiff ECW REALTY, LLC (“Plaintiff”) and defendants AEDIN C. CULHANE and SIMON J. FRENCH (“Defendants”) and pursuant to the Rescheduled Notice of Case Management Conference dated January 5, 2016, and Land Court Department Standing Order 1-04, jointly submit the following case management conference statement.

1. Description of the Case, the Issues and the Parties’ Positions on the Issues:

A. Description of the Case.

This case involves Plaintiff’s request for a judgment declaring the boundary line(s) and rights of ownership by the parties of two parcels of abutting real property known as and located at 45 Glen Avenue, Newton, Middlesex County, Massachusetts (Plaintiff’s Parcel) and 47 Glen Avenue, Newton, Middlesex County, Massachusetts (Defendants’ Parcel). Defendants claim title by adverse possession to an area of land forming a part of the Defendants’ driveway and an adjoining lawn area (the “Disputed Land”) that lies within Plaintiff’s Parcel (Lot D).

The complaint in this action was served upon the Defendants on December 28, 2015. The parties’ stipulation enlarging the time to respond to the complaint was mailed to the Court on January 12, 2016.

The Land in question is shown on the attached “Plan of Land in Newton Centre-Mass., Aug. 15, 1949” (Exh. 2 to the complaint). .

B. The Issues

1. Whether the Defendants can demonstrate they have title to the Disputed Land by adverse possession?
2. In the alternative to the first issue, whether the Defendants can demonstrate they possess a prescriptive easement in the Disputed Land?

The Defendants additionally believe the following are issues:

3. Whether a determination is required of the rights and obligations of the Plaintiff and the Defendants, as the owners of Lot D and Lot E, respectively, to the middle portion of the Private Way lying past Lots B and C and before the point where the driveways of Lots D and E diverge, which middle portion serves only the owners of Lots D and E?
4. Whether a determination is required of the respective rights and obligations of the owners of Lot B and Lot C (who are not parties to this action) to the middle portion of the Private Way lying past Lots B and C and before the point where the driveways of Lots D and E diverge, which middle portion is not used by the owners of Lot B and Lot C?

C. The Parties' Respective Positions on the Issues

Plaintiff's Position:

The parties have abutting parcels as identified as D (Plaintiff's Parcel) and E (Defendants' Parcel) in the Plan of Land provided with Plaintiff's Complaint and attached hereto (Exhibit 1). The Parcels are divided by a boundary line which runs between the Parcels and out to Glen Ave. This dividing line is straddled by a shared private way which runs from Glen Ave. through the Parcels before dividing at a "Y" which ends in each respective Parcel. This private way is shared by the owners/residents of the Parcels as well as the owners/residents of the parcels identified as B and C on the Plan. Defendants' issued correspondence to Plaintiff through counsel dated August 6, 2015 in which Defendants make claim to a portion of Plaintiff's

Parcel through adverse possession. Defendants claim that a portion of the paved shared private way ending in the "Y" that leads to Defendants' parcel "appears to extend over the record boundary" between the parcels and that Defendants' usage over time constitutes a valid claim of ownership for said portion through adverse possession. Plaintiff's review thus far of the facts and circumstances relating to the use and intention of prior owners and/or the parties clearly show that Defendants' claim is meritless for several reasons which fail to satisfy the essential elements of adverse possession. Plaintiff is in the process of determining renovations and/or development of Plaintiff's Parcel and wants to dispel any further claim(s) of adverse possession by Defendants and resolve the controversy between the parties.

Defendant's Position

The Defendants purchased their property in 2010, and reside there with their three young children. The Plaintiff purchased its property in 2015, and rents it to tenants.

The Plaintiff owns Lot D and the Defendants own Lot E in a subdivision created by a 1949 plan (see Complaint, Exhibit 2, attached hereto). The properties are adjoining "pork chop" shaped lots that include, beginning at the narrower (west) ends, a private way (the "Private Way") leading from the city street portion of Glen Avenue. The Private Way is subject to easement rights of the owners of Lots B and C in the area between Lots B and C. (See Complaint, Exhibits 1 and 3)

The Defendants claim title by adverse possession an area of land forming a part of the Defendants' driveway and parking area and an adjoining lawn area (together, the "Disputed Land") that begins in a location where the parties' driveways diverge from the Private Way and lead toward their respective houses.

For a period in excess of the statutory 20-year period, the Defendants and their predecessors-in-title have made exclusive use of the Disputed Land for access to, and parking and storage on, the portion of the Defendants' driveway located to the right (north) side of the Defendants' attached garage where the Defendants park up to two cars. The lawn area adjacent to the driveway also provides access to the passenger sides of vehicles parked on the driveway.

The driveway from the Private Way to the house on Defendants' Lot E originally went to the attached garage on the right (north) side of the house. In the latter 1980's, a prior owner widened the driveway to Lot E to the right and extended it alongside the attached garage to

provide additional parking. In mid-2015, it was determined that a portion of Defendants' driveway and access area was located on what is of record Lot D.

It is the Defendants' position that they have title to the Disputed Land through adverse possession by virtue of the open, continuous, exclusive, adverse and notorious use of the Disputed Land for access over, and parking of motor vehicles and other property on, the Disputed Land by the Defendants and their predecessors-in-title for over 20 years.

Alternatively, the Defendants maintain that they possess a prescriptive easement to use the Disputed Land by virtue of the open, continuous, adverse and notorious use of the Disputed Land by the Defendants and their predecessors-in-title for over 20 years.

The Defendants further point out that the complaint filed by the Plaintiff (§s 10 and 13), and the Plaintiff's position expressed in this case management statement, suggest that under the parties' deeds, the "shared private way" extends from the city street past Lots B and C to some point at the far (western) ends of Lots D and E, possibly including the driveways leading to the houses on Lots D and E. The Plaintiff's position is not supported by the common language of the parties' deeds (Exhibits 1 and 3 to the Complaint), which limits any shared "passageway" to the "strip of land ... lying between Lots B and C." The Plaintiff's interpretation also has significant implications for the owners of Lots B and C, who may be necessary parties to this action.

2. List of Related Cases

None

3. Joint Discovery Plan and Schedule

The parties do not agree on the appropriate discovery schedule.

Plaintiff's Position

Plaintiff already issued initial written discovery on January 11, 2016 and proposes a discovery plan of 90 days for the parties to conduct discovery. Despite Defendants' contrary position, the claim of adverse possession by Defendants is relatively simple in nature and discovery between the parties should not take a great deal of time. In addition, and as previously stated, Plaintiff seeks to renovate or develop Plaintiff's Parcel and a prolonged controversy interferes with Plaintiff's rights to his Parcel.

Defendant's Position

The Defendants suggest a discovery schedule of at least 180 days. Adverse possession cases are fact-intensive and the Defendants have also identified additional issues to those described by the Plaintiff. Therefore, the Defendants believe that the expedited discovery plan proposed by Plaintiff (90 days) is unwarranted and would impose unnecessary burdens on the Defendants and their counsel. The case was assigned to the "Average" track and the plan proposed by the Plaintiff is far shorter than the customary Track Designation for an "Average" case (16 months), or even a "Fast" track (6 months) case for high priority matters. The Plaintiffs' abbreviated discovery proposal would also detract from the ability of the parties to engage in orderly, phased discovery that might more efficiently identify issues and provide early assessment of the case.

4. Schedule for Filing Motions

The parties do not agree on the appropriate motions schedule.

Plaintiff's Position

Upon completion of discovery, Plaintiff proposes the deadline(s) for motions under Mass. R. Civ. P. 12(b)(1); (b)(6); 12(2) and 56 submitted within 45 days thereafter and relevant responses thereto filed timely thereafter.

Defendant's Position

The Defendants believe that the motions schedule proposed by Plaintiff (45 days) is unduly short and suggest that Dispositive Motions be filed and served within 90 days of the close of discovery, with responses to any such motion filed and served within 30 days after service of the motion, and any reply filed and served 10 days before the motion hearing.

5. Alternate Dispute Resolution and Settlement.

The Plaintiffs and Defendants have discussed mediation, but in the circumstances mediation at present does not appear to be a viable alternative to court proceedings.

6. Statement of Additional Parties

Plaintiff's Position

Plaintiff does not believe at this time that any additional parties exist for joinder in this matter.

Defendant's Position

Defendants believe that if the Plaintiff seeks to have the portion of the Private Way that lies past Lot B (51 Glen Avenue) and Lot C (41 Glen Avenue) declared subject to the joint maintenance obligations (see, e.g., Complaint, ¶s 10 and 13) among the owners of all four lots (Lots B, C, D and E), the owners of Lot B (51 Glen Avenue: Yang Zhou) and Lot C (41 Glen Avenue: Joy Baron, Trustee) are necessary parties to this litigation.

7. Statement of Additional Notices


None.

8. Other Matters

None.

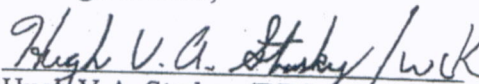
Dated: January 15, 2016

Respectfully submitted,
ECW REALTY, LLC,
Through counsel,



W. Chris Kneeshaw (BBO #671078)
Lovenberg & Associates, P.C.
11 Beacon Street, Suite 325
Boston, MA 02108
t/(617) 973-9950
f/(617) 973-9949
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AEDIN C. CULHANE and
SIMON J. FRENCH
Through counsel,



Hugh V.A. Starkey (BBO #477110)
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50 Congress Street, Suite 925
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UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity



CONCILIATION AGREEMENT

Under

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988

And

Voluntary Compliance Agreement

Under

Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990

Between

Supporters of Engine 6 (Complainant)

And

Disability Law Center, Inc. (Complainant)

And

Fair Housing Center of Greater Boston (Complainant)

And

City of Newton, Massachusetts (Respondent)

And

Setti Warren, Mayor (Respondent)

Approved by the FHEO Region I Director on behalf of the United States Department of Housing and Urban Development

Case Numbers: 01-14-0098-8 (Title VIII), 01-14-0098-4 (Section 504), 01-14-0098-D (ADA)

A. PARTIESComplainants

Supporters of Engine 6
c/o Frank Laski, Attorney
154 Oliver Road
Waban, Massachusetts 02468

Disability Law Center, Inc.
11 Beacon Street
Suite 925
Boston, Massachusetts 02108

Fair Housing Center of Greater Boston
26 Washington Street
Boston, Massachusetts 02108

Respondents

City of Newton, Massachusetts (“the City”)
c/o Donnalyn Kahn, Solicitor
1000 Commonwealth Avenue
Newton Centre, Massachusetts 02459

Setti Warren, Mayor
1000 Commonwealth Avenue
Newton Centre, Massachusetts 02459

B. STATEMENT OF FACTS

On December 17, 2013, Complainants filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”) alleging that Respondents violated the Fair Housing Act (“the FHA”) as amended, 42 U.S.C. § 3601 et seq., by their treatment of Metro West Collaborative Development’s proposal to develop supportive housing for the chronically homeless (“the subject matter of the complaint”). Complainants also alleged that Respondents’ actions on the subject matter of the complaint violated Section 504 of the Rehabilitation Act of 1973 (“the Rehabilitation Act”) and Title II of the Americans with Disabilities Act (“the ADA”). Respondents deny the allegations in the complaint and deny discriminating on the basis of disability. HUD has made no findings of any violation of any applicable law by the Respondents.

No Admission of Liability

Complainants and Respondents enter into this Conciliation and Voluntary Compliance Agreement (“Agreement”) solely for the purpose of obtaining administrative closure of this

matter. It is understood that the execution of this Agreement does not constitute an admission by Respondents of any violation of any law, statute, or regulation.

C. TERM OF AGREEMENT

This Agreement shall govern the conduct of the Parties to it for a period of five years from the effective date of the Agreement.

D. EFFECTIVE DATE

The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the FHA nor a Voluntary Compliance Agreement pursuant to the Rehabilitation Act or the ADA, unless and until such time as it is signed by the Parties and approved by the Department, through the Region I Director, Fair Housing and Equal Opportunity ("FHEO Director") or her designee.

This Agreement shall become effective and binding on the Parties on the date on which the FHEO Director approves it ("Effective Date").

E. GENERAL PROVISIONS

1. The Parties acknowledge that this Agreement is entered into voluntarily and is in full settlement of all claims set forth in the complaint. No party admits liability or wrongdoing of any nature as a result of entering into this Agreement and the Parties acknowledge that no findings have been made with respect to Complainants' allegations. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The Parties affirm that they have read and fully understand the terms set forth in this Agreement.
2. Each person who signs this Agreement in a representative capacity warrants that his or her execution of this Agreement is duly authorized, executed and delivered by and for the entity for which he or she signs.
3. It is understood that Respondents deny that they have violated the FHA, Section 504 of the Rehabilitation Act, Title II of the ADA, or any other law. This Agreement does not constitute an admission by the Respondents or evidence of a determination by HUD of any violation of the FHA, the Rehabilitation Act, the ADA, or any other law.
4. This Agreement, after the FHEO Director has approved it, is binding upon Complainants, Respondents, and their respective employees, heirs, successors and assigns, and all others in active concert with them.
5. It is understood that, pursuant to Section 810(b)(4) of the FHA, upon approval of this Agreement by the FHEO Director, this Agreement is a public document.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to

the Agreement are notified in advance and agree to the proposed amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the Parties and the FHEO Director. Any such amendment, modification, or waiver shall be effective only in the specific instance and for the specific purpose for which given and will have no effect on other provisions of this Agreement.

7. The Parties agree that this Agreement may be executed by the Parties' signatures of consent on separate pages. The separate pages will be attached to the body of the Agreement to constitute one document. The Parties agree that signature pages received via electronic transmission will be considered official, provided that the original copy of the signature page is forwarded to HUD immediately upon signing of the Agreement. Both the original and any electronically transmitted signature pages will be retained in the official case file.

8. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents or their respective heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors, and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the facts alleged in or the same subject matter as HUD Case Numbers 01-14-0098-8, 01-14-0098-4, and 01-14-0098-D, or which could have been filed in any action or suit arising from such facts or subject matter.

9. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants or their respective heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors, and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the facts alleged in or the same subject matter as HUD Case Numbers 01-14-0098-8, 01-14-0098-4, and 01-14-0098-D, or which could have been filed in any action or suit arising from such facts or subject matter.

10. HUD hereby forever waives, releases, and covenants not to sue the Respondents or their heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors, and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the facts alleged in or the same subject matter as HUD Case Numbers 01-14-0098-8, 01-14-0098-4, and 01-14-0098-D, or which could have been filed in any action or suit arising from such facts or subject matter.

11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents within the Department's jurisdiction.

12. Respondents acknowledge that they have an affirmative duty not to discriminate under the FHA, the Rehabilitation Act, and the ADA, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the FHA, the Rehabilitation Act, and the ADA. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory and regulatory violation of the FHA, the Rehabilitation Act, and the ADA.

13. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of this Agreement, and shall not affect the validity and enforceability of all other provisions of this Agreement.

F. RELIEF IN THE PUBLIC INTEREST

1. The City shall take the following actions to create nine (9) to twelve (12) units of permanent supportive housing suitable for chronically homeless persons with disabilities in Newton within the next five years:

a. The City shall identify at least five (5) sites which may be suitable for nine (9) to twelve (12) affordable housing units for chronically homeless persons with disabilities. The City shall inform HUD and the Complainants of the locations within 12 months of the Effective Date of this Agreement.

b. By December 31, 2015, the City shall hire an expert to advise the City's Planning Department on the most efficient and expedient manner of constructing permanent affordable housing for individuals, including chronically homeless individuals in the City of Newton in locations that will enhance the ability to access supportive services.

c. The City shall utilize the expertise of an entity to provide supportive services for chronically homeless individuals in Newton.

d. The City shall address its efforts to support housing for the disabled and chronically homeless in its Annual Action Plan and Consolidated Annual Performance Evaluation Report for fiscal year 2015. The City shall make housing for the chronically homeless and disabled a priority in its FY 2016-2020 Consolidated Plan.

e. Within sixty (60) days of the Effective Date of the Agreement, the City shall involve one or more of the member organizations of the Brookline-Newton-Waltham-Watertown Continuum of Care to develop an action plan for the funding and construction of nine (9) to twelve (12) units of permanent supportive housing serving chronically homeless persons (as defined in HUD regulations) to be located within the City of Newton. The organization or organizations to develop the plan may consult with the Complainants. The action plan shall be completed within one (1) year of the Effective Date and shall include the identification of at least five (5) potential sites for such housing; recommendations for partnerships among non-profit developers of affordable housing and organizations providing services to chronically homeless households; recommended amounts to be allocated to the payment of predevelopment costs; real estate and supportive services models for the production of such housing (such as new construction on City-owned land, acquisition of scattered site housing, provision of units on a scattered site basis in other multifamily developments within the City, and/or acquisition of existing multifamily housing); identification of any necessary zoning relief and permitting approvals; prototype development and operating budgets; and such other matters as deemed prudent by the organizations developing the plan. The City shall incorporate the plan into the Analysis of Impediments to Fair Housing (or any successor requirement of HUD) and the Strategy for

Ending Homelessness in the Consolidated Plan and Annual Action Plan and shall implement the plan such that nine (9) to twelve (12) units of permanent supportive housing for chronically homeless households are produced and ready for initial occupancy within the term of this Agreement. The costs of developing the plan will likely constitute a Community Development Block Grant eligible activity.

2. The City shall post its fair housing ordinance, Section 12-50, on its website and on its second floor bulletin board in City Hall within sixty (60) days of the Effective Date of this Agreement. During the City's activities for National Community Development Week in 2015, Mayor Warren shall amplify and speak about the importance of fair housing.

3. Within sixty (60) days of the Effective Date of this Agreement, the City shall post on its Planning and Development Department website page information to guide the public and developers on the process for developing affordable housing projects in Newton. The posting must include information on fair housing and the City's obligation to affirmatively further fair housing. For the duration of this Agreement, the City shall have its Planning Department review all applicable projects for their inclusion of fair housing goals and note in writing in all applicable project reviews a statement that "the objectives of the City's Consolidated Plan, including fair housing, have been considered in this review."

4. Within sixty (60) days of the Effective Date of this Agreement, the City's Director of Planning shall provide to the Complainants and HUD a list of City employees who will receive training on fair housing requirements. Complainants may propose that additional City employees receive fair housing training within thirty (30) days of Complainants' receipt of the Director of Planning's list. Such training shall be provided by December 31, 2015.

5. The City shall include in its FY 2016-FY2020 Consolidated Plan its commitment to create nine (9) to twelve (12) units of permanent supportive housing suitable for chronically homeless persons with disabilities in Newton within the next five years, its commitment to hire an expert to advise on supportive housing for the chronically homeless, a copy of the written statement to be included in all applicable Planning Department project reviews, its commitment to the posting of its policy on fair housing on its bulletin board and website, and its commitment to undergo fair housing training. The Parties understand that the Consolidated Plan is created through a transparent public process where the Planning Department creates a plan for the allocation of Community Development Block Grants and related funds based, in part, on needs identified and prioritized by the community. The City agrees to conduct the citizen participation process in accordance with 24 C.F.R. § 91 Subpart B and welcomes the participation of the Complainants in this process.

G. MONITORING

The Department shall determine compliance with the terms of this Agreement. For the duration of this Agreement, Respondents shall retain all records evidencing their compliance with this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may conduct inspections, examine witnesses, and copy

pertinent records of Respondents. Respondents agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

H. REPORTING AND RECORDKEEPING

In addition to any submissions required under 24 C.F.R. Part 91, the City shall provide reports to the Department every ninety (90) days, until the Department provides the City with notice that it has substantially complied with the requirements of this Agreement. The first report shall be due ninety (90) days after the Effective Date of this Agreement. Reports shall provide status updates on each provision in Section F of this Agreement and contain documentation to substantiate the progress reported. Reports shall be submitted to:

Susan M. Forward, Region I Director
United States Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neil Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092

Or electronically Daniel Weaver, Region I Enforcement Branch Chief at Daniel.J.Weaver@hud.gov.

With a copy to:

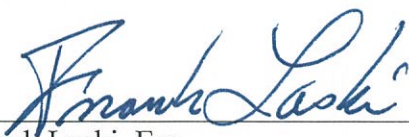
Frank Laski, Attorney
154 Oliver Road
Waban, Massachusetts 02468

I. CONSEQUENCES OF BREACH

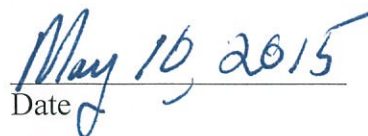
Whenever the Department has reasonable cause to believe that either or both Respondents have materially breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court pursuant to §§ 810(c) and 814(b)(2) of the FHA.

J. SIGNATURES

WHEREFORE, the Parties hereto have duly executed this Agreement:



Frank Laski, Esq.
Supporters of Engine 6




Date



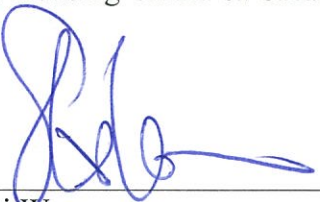
Christine M. Griffin, Esq.
Disability Law Center, Inc.

4/23/15
Date



Robert Terrell
Fair Housing Center of Greater Boston


4/23/15
Date



Setti Warren
Mayor

4/16/15
Date

K. APPROVAL



Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

5/12/15
Date