



City of Methuen, Massachusetts

Office of the City Solicitor
The Searles Building, 41 Pleasant Street
Methuen, Massachusetts 01844
Telephone: 978-983-8575 Fax: 978-983-8981

Neil Perry
Mayor

Richard J. D'Agostino
City Solicitor

Anne L. Randazzo
Assistant City Solicitor

January 7, 2020

Danielle Donahue
Lincolnshouse, LLC
10 Quincy Street
Methuen, MA 01844

RE: Lincolnshouse, LLC, 10 Quincy Street, Methuen, MA 01844

Dear Ms. Donahue:

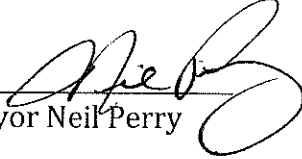
The City of Methuen is in receipt of your letter dated February 22, 2018 requesting a reasonable accommodation under the Fair Housing Act and relief under M.G.L. c. 40A, Section 3 ("February 22nd Letter"). The City of Methuen has received evidence of the disability of the residents of the sober house known as Lincolnshouse, LLC located at 10 Quincy Street, Methuen, MA and has had an opportunity to review its mission statement, and inspect the property. The City of Methuen is satisfied that the intended use and occupancy of 10 Quincy Street, Methuen, MA (the "Property") by Lincolnshouse, LLC is that of congregate living arrangement among unrelated disabled individuals as that term is utilized in M.G.L. c. 40A, Section 3.

A reasonable accommodation under the Fair Housing Act has been granted to Lincolnshouse, LLC to continue with its mission of providing housing to individuals in recovery from substance abuse. The City of Methuen is pleased that Lincolnshouse, LLC is making available safe and supportive housing to individuals in recovery from substance abuse, as such is needed to aid in the recovery of those struggling from addiction and other mental health issues.

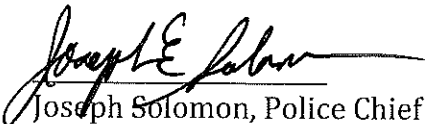
The City of Methuen and its departments (Fire, Inspection and Police) having all had access to the Property, are satisfied with Lincolnshouse, LLC's mission and the quality of the housing being provided. There are no outstanding fire, housing or police concerns or violations with respect to the Property and the City of Methuen endorses the use as a sober house to promote the well-being of those in need of a safe, supportive environment to pursue their recovery.

City of Methuen

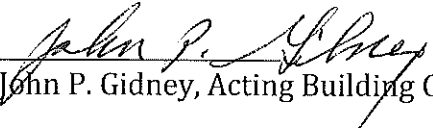
City of Methuen Police Department

 1/9/2000

Mayor Neil Perry

_____
Joseph Solomon, Police Chief

City of Methuen Inspections Division

_____
John P. Gidney, Acting Building Commissioner



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Danielle Donahue
Lincolnshouse, LLC
10 Quincy Street
Methuen, MA 01844

RE: February 22, 2018 Request for Reasonable Accommodation

Dear Ms. Donahue:

The City of Methuen is in receipt of your letter dated February 22, 2018 requesting a reasonable accommodation under the Fair Housing Act and relief under M.G.L. c. 40A, Section 3 ("February 22nd Letter"). The City of Methuen has received evidence of the disability of the residents of the sober house known as Lincolnshouse, LLC located at 10 Quincy Street, Methuen, MA and has had an opportunity to review its mission statement, and inspect the property. The City of Methuen is satisfied that the intended use and occupancy of 10 Quincy Street, Methuen, MA (the "Property") by Lincolnshouse, LLC is that of congregate living arrangement among unrelated disabled individuals as that term is utilized in M.G.L. c. 40A, Section 3.

Given the disability of the occupants and intended occupants and the relief requested in the February 22nd Letter which is consistent with that prescribed by M.G.L. c. 40A, Section 3, the City of Methuen and the departments authorized to grant relief as set forth herein and by law grant a reasonable accommodation under the Fair Housing Act to Danielle Donahue and Lincolnshouse, LLC to use the Property as a single family home for unrelated disabled individuals under all laws applicable to single family occupancy, and as further set forth herein.

The occupancy of the Property shall be limited to a number less than or equal to that allowed for a single family under the sanitary code and any other laws applicable to single family occupancy of the Property.

The fire alarm and protection requirements shall be maintained at the Property to the same extent required if a single family were occupying the Property.

The Fire Department shall be allowed access upon 2 days notice, once a year, without any special permission, warrant or Court order, to confirm fire alarm/protection requirements are being met for a single family occupancy of the Property. A sprinkler system as may be required of a "lodging house" is not required at the Property.

Means of egress shall be maintained at the Property to the same extent required if a single family were occupying the Property.

There shall be no smoking in the house or on the porches of the Property.

This reasonable accommodation shall run with the Property as long as the substantial majority of the occupants are qualified disabled under Federal Law. It is anticipated that a staff member who is not disabled may live at the Property.

The City of Methuen, the Fire Chief and the Building Commissioner each approve this reasonable accommodation, as set forth above, which may be enforced by Danielle Donahue, Lincolnshouse, LLC or the Property owner in Federal Court, through injunctive relief or otherwise.

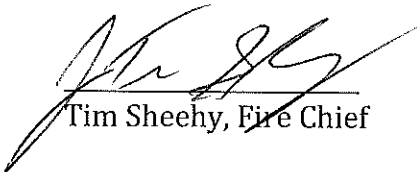
The undersigned represent that they have the authority to execute this letter agreement, granting said reasonable accommodation, in their respective capacities within the City of Methuen.

Respectfully,

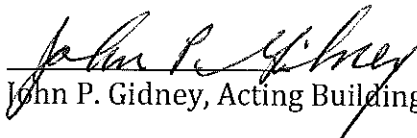
City of Methuen

City of Methuen Fire Department

 11/10/2020
Mayor Neil Perry


Tim Sheehy, Fire Chief

City of Methuen Inspections Division


John P. Gidney, Acting Building Commissioner

SETTLEMENT AGREEMENT

Now comes Danielle Donohue, Lincolnshouse, LLC, John P. Gibney and the City of Methuen (collectively, the "Parties") and agree this ___ day of December 2019 as set forth below (the "Agreement").

Whereas, Danielle Donohue and Lincolnhouse, LLC filed a lawsuit in the United States District Court for the District of Massachusetts against John P. Gibney and the City of Methuen, docketed as *Danielle Donahue and Lincolnshouse v. John P. Gibney and the City of Methuen*, Civil Action No. 18CV10713-LTS (the "Federal Court Litigation").

Whereas, Danielle Donohue and Lincolnhouse, LLC filed an appeal of a decision issued by the State Building Code Appeals Board in Essex Superior Court, styled *Danielle Donahue and Lincolnshouse v. the City of Methuen and State Building Code Appeals Board*, Civil Action No. 1877cv01205 (the "State Court Litigation").


Whereas the Parties, for good and valuable consideration, as set forth below, agree to the following:

1. By January 9, 2019, the City of Methuen shall pay \$48,000 to "Andrew J. Tine as counsel for Lincolnshouse, LLC."
2. By January 9, 2019, the City of Methuen shall provide an originally executed "Reasonable Accommodation" to Lincolnshouse, LLC and Danielle Donahue in the form attached hereto as Exhibit A.
3. By January 9, 2019, the City of Methuen shall provide an originally executed "Approval Letter" to Lincolnshouse, LLC and Danielle Donahue in the form attached hereto as Exhibit B.
4. Through this date, the City of Methuen waives, releases and discharges all fines, penalties and assessments, cited or not cited, relating to zoning, fire, or building code violations for the properties known as 7 Quincy Street and 10 Quincy Street, Methuen, MA.
5. Within three (3) days of satisfaction of items 1-3 above, the Parties shall exchange a mutual general release in the form attached hereto as Exhibit C which will serve as the definitive settlement agreement between the parties.
6. Upon satisfaction of the requirements set forth above numbered 1-5, counsel to the Parties shall file a dismissal with prejudice of the Federal Court Litigation.

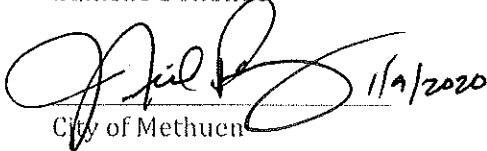
7. Upon satisfaction of the requirements set forth above numbered 1-5, counsel to the Parties, with the assent of counsel to the State Building Court Appeals Board, shall file a dismissal with prejudice of the State Court Litigation.

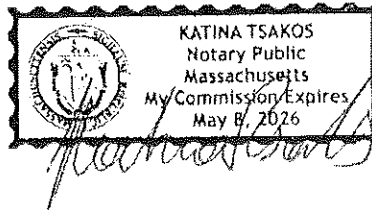
The below signatories hereto represent that they are authorized to execute this Agreement personally or on behalf of the entity they so represent. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts and to the extent applicable, Federal Law, and enforced in the Commonwealth of Massachusetts, to which all parties agree shall have personal jurisdiction over them for purposes of this Agreement.

Executed under seal.


Danielle Donohue


Lincolnshouse, LLC by its Manager

 11/9/2020
City of Methuen



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

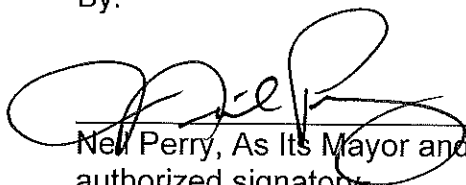
JANUARY 09, 2020

Then appeared before me Danielle Donahue, and made oath that her execution of this document for and on behalf of Lincolnshouse, LLC. is her voluntary act and deed.

Notary Public
My commission expires:

Signed, sealed and delivered in the presence of or attested by:

THE CITY OF METHUEN, MASSACHUSETTS
By:

 1/10/2020

Neil Perry, As Its Mayor and
authorized signatory

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

JANUARY 09, 2020

Then appeared before me Neil Perry, and made oath that his execution of this document for and on behalf of the City of Methuen is his voluntary act and deed.



Notary Public
My commission expires:



RICHARD J. D'AGOSTINO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 27, 2026