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March 15, 2021

Via First-Class Mail and Email

Emily Wentworth, Senior Planner
Town of Hingham Planning Board
210 Central Street
Hingham, MA 02043
wentworthe@hingham-ma.gov

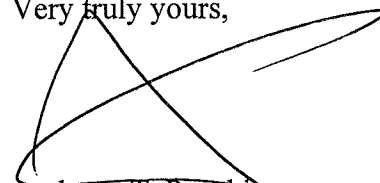
**Re: Josiah and Alison Winslow
8 Highview Drive, Hingham, Massachusetts 02043**

Dear Emily:

In anticipation of the Zoning Board of Appeals hearing scheduled for tomorrow, March 16, 2021 in the above-captioned matter, I am writing to update you on the progress that the parties have made in forming an agreement. For your reference, I have attached hereto as **Exhibit A** the most recent Agreement proposed by my clients, Alison and Josiah Winslow. Attached hereto as **Exhibit B** is the most recent Agreement proposed by Christopher Barnes.

Please contact me if you would like to discuss.

Very truly yours,



Anthony T. Panebianco

Enclosures
cc: Christopher Barnes (*via email*)

EXHIBIT A

AGREEMENT

This AGREEMENT is made and entered into as of this ___ day of March, 2021, by and between Josiah K. Winslow and Alison Winslow of 8 Highview Drive, Hingham, Massachusetts (collectively, the “Winslows”) and Christopher Barnes and Karen Barnes of 6 Highview Drive, Hingham, Massachusetts (collectively, the “Barnes”). The Parties together will herein be referred to as the “Parties”.

WHEREAS, the Winslows are the owners of certain real property located at 8 Highview Drive, Hingham, Massachusetts (“Winslow Property”);

WHEREAS, the Barnes are the owners of certain real property located at 6 Highview Drive, Hingham, Massachusetts (“Barnes Property”);

WHEREAS, on or about December 14, 2020, the Barnes filed a Complaint with the Hingham Building Department with regard to training services being performed by Alison Winslow on the Winslow Property. As a result, the Hingham Zoning Board of Appeals issued a Notice of Zoning Violation and Order to Cease and Desist on December 30, 2020;

WHEREAS, on January 19, 2021, the Winslows responded to the Notice of Zoning Violation and Order to Cease and Desist by filing an Appeal to the Zoning Board of Appeals seeking to have the Board overturn the Zoning Determination, stating that Alison Winslow’s personal training services qualify as a home occupation under the Zoning Bylaws;

WHEREAS, the Winslows are seeking to carry out a for-profit home occupation at their property which is consistent with the residential character of the neighborhood (the “Services”);

WHEREAS, the Barnes are contemplating the sale of their property in the Spring of 2021;

WHEREAS, the Services will be operated in a manner that reflects the Winslows’ continued demonstrated efforts to be positive influences on the neighborhood;

WHEREAS, the Parties wish to resolve prior disagreements related to the Services permanently and completely;

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows;

1. The Winslows agree that the Services shall not include the throwing of a medicine ball against any wall;
2. The Winslows agree that any sound produced by the Services will be in accordance with the Town of Hingham Noise Control Bylaw;

3. The Winslows agree that their garage doors that face 6 Highview Drive will not be open during the Services;
4. The Winslows agree that the Services will not occur in the Winslows' driveway;
5. The Winslows agree that all pick-ups and drop-offs for the Services will be conducted in the Winslows' driveway and/or through the Winslows' front door facing the street, and the Winslows further agree that their landscapers will create pull-offs to facilitate this process;
6. The Winslows agree that clients of Alison Winslow will carpool to the Services when possible;
7. The Winslows agree that their garage windows will remain closed during the Services and an air conditioning split unit, typical for residential use and in compliance with the Building Code, will be used to maintain room temperature when appropriate;
8. The Winslows agree that no Services will be provided on Saturdays;
9. The Winslows agree that the Services will not exceed four (4) clients at a time;
10. The Winslows agree to apply noise blocking/insulation material at the base of the garage door in an effort to remediate and lessen alleged noise that remains from any Services;
11. The Barnes agree to withdraw their request for enforcement;
12. The Barnes agree that said conditions are sufficient to refrain from future Complaints and Requests for Enforcement; and
13. The Parties agree that any future concerns or issues must first be brought to the other party's attention, and continued or repeated violations of this Agreement are enforceable through private action or by escalation to the Zoning Board of Appeals, if necessary.

14. General Provisions

- a. Entire Agreement. This Agreement contains the entire Agreement of the Parties and supersedes all prior understandings and Agreements, whether oral or in writing, regarding the subject matter of this Agreement.
- b. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.
- c. Severability. If any term provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this Agreement, and the remainder of the provisions of this Agreement, or their application to any person or circumstance, shall remain in full force and effect.

- d. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- e. Waiver of Covenants, Conditions or Remedies. Waiver by one party of performance of any covenant, condition or remedy under this Grant of Easement shall not invalidate this Grant of Easement nor shall it be considered a waiver of any other covenant, condition or remedy under this Grant of Easement.
- f. Amendment. This Agreement may be amended at any time by the written agreement of the parties. All amendments, changes, revisions and discharges of this Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by the parties.
- g. Further Acts. Each party agrees to perform any further acts and to execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

WITNESS WHEREOF, the undersigned have caused this Agreement is executed and sealed, as of the date first above written.

By: Josiah K. Winslow

By: Alison Winslow

By: Christopher Barnes

By: Karen Barnes

EXHIBIT B

AGREEMENT

This AGREEMENT is made and entered into as of this ___ day of March, 2021, by and between Josiah K. Winslow and Alison Winslow of 8 Highview Drive, Hingham, Massachusetts (collectively, the "Winslows") and Christopher Barnes and Karen Barnes of 6 Highview Drive, Hingham, Massachusetts (collectively, the "Barnes"). The Parties together will herein be referred to as the "Parties".

WHEREAS, the Winslows are the owners of certain real property located at 8 Highview Drive, Hingham, Massachusetts ("Winslow Property");

WHEREAS, the Barnes are the owners of certain real property located at 6 Highview Drive, Hingham, Massachusetts ("Barnes Property");

WHEREAS, on or about December 14, 2020, the Barnes filed a Complaint with the Hingham Building Department with regard to training services being performed by Alison Winslow on the Winslow Property. As a result, the Hingham Zoning Board of Appeals issued a Notice of Zoning Violation and Order to Cease and Desist on December 30, 2020;

WHEREAS, on January 19, 2021, the Winslows responded to the Notice of Zoning Violation and Order to Cease and Desist by filing an Appeal to the Zoning Board of Appeals seeking to have the Board overturn the Zoning Determination, stating that Alison Winslow's personal training services qualify as a home occupation under the Zoning Bylaws;

WHEREAS, the Winslows are seeking to carry out a for-profit home occupation by providing physical fitness classes at their property in a manner which is consistent with the residential character of the neighborhood (the "Services");

WHEREAS, the Services operated by the Winslows' will be conducted in a manner that eliminates any vibration or Audible Noise (Audible Noise is any sound that the eardrum can detect (music, machinery, speech, etc.), either deliberate or unintended, by any neighbor outside the Winslow Property).

WHEREAS, the Services operated by the Winslows' will be planned and scheduled to minimize the impact of traffic in the neighborhood;

WHEREAS, the Parties seek the normal use and peaceful enjoyment of their properties;

WHEREAS, the Parties wish to resolve prior disagreements related to the Services permanently and completely;

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows;

1. The Winslows agree that the Services shall not include any activities that produce Audible Noise or vibration;
2. The Winslows agree that to reduce current Audible Noise and vibration all garage doors will be permanently disabled until such time that the building is no longer being used for the Services. Additionally, the doors will be replaced or shielded fully with an acoustic wall, specifically designed to absorb sound waves and vibration. The acoustic walls will be approved, inspected and signed off by the Town Building Inspector.
3. The Winslows agree that all doors and windows will remain closed during the Services and an air conditioning split unit, typical for residential use and in compliance with the Building Code, will be used to maintain room temperature when appropriate;
4. The Winslows agree that no Services will occur in any area outdoors;
5. The Winslows agree that clients using the Services will be encouraged to carpool in order to reduce traffic and will allow only one-car per-class, except in rare cases of hardship.
6. The Winslows agree that Services will be scheduled at least 15 minutes apart to minimize traffic overlap.
7. The Winslows agree that no Services will be provided on Saturday, Sunday or any recognized Massachusetts Legal Holiday;
8. The Winslows agree that no Services will be provided between 6:00PM and 9:00AM;
9. The Winslows agree that the Services will not exceed three (3) clients at a time;
10. The Winslows agree that the fitness equipment will be used solely by Mrs. Winslow for the Services. For clarity, no non-family members will have access to use the fitness equipment unless Mrs. Winslow is physically onsite providing direct coaching;
11. The Winslows agree to address and cure any Disturbances (Disturbances are written reports of Audible Noise, Vibration or traffic problems relating to safety or volume) within a period of seven (7) days upon written notification. The Winslows will advise via email or text:
 - a. The Disturbance has been discontinued or remedied (e.g. soundproofing).
 - b. The Disturbance was identified as not associated with the Services.
12. The Barnes agree to communicate to the Winslows via email or text message any meaningful or repeated Disturbance and will allow a cure period of seven (7) days prior to raising any further Complaints or Requests for Enforcement;
13. The Barnes agree to withdraw their request for enforcement;

14. The Barnes agree that said conditions are sufficient to refrain from future Complaints and Requests for Enforcement except as outlined in section 12;
15. The Barnes agree that that once the Winslows are and remain fully compliant with sections 1, 2, 3, 4, 5, 6 & 11 then sections 7, 8 & 9 may be renegotiated in good faith;
16. Any continued or repeated violations of this Agreement are enforceable through private action or by escalation to the Zoning Board of Appeals.

17. General Provisions

- a. Entire Agreement. This Agreement contains the entire Agreement of the Parties and supersedes all prior understandings and Agreements, whether oral or in writing, regarding the subject matter of this Agreement.
- b. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.
- c. Severability. If any term provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this Agreement, and the remainder of the provisions of this Agreement, or their application to any person or circumstance, shall remain in full force and effect.
- d. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- e. Waiver of Covenants, Conditions or Remedies. Waiver by one party of performance of any covenant, condition or remedy under this Grant of Easement shall not invalidate this Grant of Easement nor shall it be considered a waiver of any other covenant, condition or remedy under this Grant of Easement.
- f. Amendment. This Agreement may be amended at any time by the written agreement of the parties. All amendments, changes, revisions and discharges of this Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by the parties.
- g. Further Acts. Each party agrees to perform any further acts and to execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

WITNESS WHEREOF, the undersigned have caused this Agreement is executed and sealed, as of the date first above written.

By: Josiah K. Winslow

By: Alison Winslow

By: Christopher Barnes

By: Karen Barnes