



September 14, 2017

Duane Houghton, Chair
Michael Marotta, Vice Chair
Natick Sawin House Advisory Committee
c/o Natick Town Clerk and by email
13 East Central Street
Natick, MA 01760

Dear Duane and Mike,

Thank you for your August 25th message outlining the list of proposed terms and conditions related to a potential transfer of the Sawin House to the Town of Natick and/or a yet-to-be-formed nonprofit organization. Unfortunately, we find that most of these recommendations are not responsive to our previous communications about terms and conditions of use, including specifically, letters dated November 23, 2016 and March 20, 2017. As you know, our underlying organizational mission and obligation at Broadmoor Wildlife Sanctuary is to protect and steward the property as prime wildlife habitat and to provide environmental education that is compatible with and in support of that mission. Some of the activities suggested in the list of terms and conditions would degrade the habitat and conservation value of Broadmoor and hinder our ability to manage and maintain the property.

As we have stated previously, an acceptable scenario for us would be removal of the house and interpretation of the site for the Town history it represents. Restoring the house as an unoccupied shell or restoring both the interior and exterior of the building would be acceptable only under a written agreement outlining terms and conditions as we have communicated before.

The following are our responses to the proposed set of terms and conditions sent by you on August 25. The terms and conditions from your letter are included verbatim below in italics.

1. *Sawin House not to be used as a permanent residence unless mutually agreed upon by Mass Audubon (MA) and the Sawin House (SW).* If the house is to be owned by the Town and leased to a yet-to-be-formed non-profit, it will be necessary to specify which entities are involved in such a determination and how a decision would be made. In principle, while Mass Audubon agrees to this recommendation, a clear identification of responsible entities and a mechanism for enforcement must be clearly delineated in a memorandum of agreement before Mass Audubon can support this condition.
2. *No parking on South Street (this is already prohibited by Town regulation). Shared driveway easement and use of the off-street parking areas for both visitors to the Sawin House and Mass Audubon staff.* As you have noted, parking on South Street is already prohibited by Town regulation. Sharing a driveway for the Broadmoor Maintenance Center and the Sawin house visitors is only feasible if the frequency and number of visitors to the house is minimal, that is, no regular or on-going visitation, especially during regular weekday hours when the maintenance center sees heaviest use, and no large groups except under occasional exceptions as scheduled and approved on an annual basis. In addition, responsibility for driveway maintenance and plowing of snow would need to be delineated in a memorandum of agreement.



3. *Mass Audubon to be notified at least 48 hours in advance of any large group tours, school visits or meetings at the house (i.e. over 16 people at one time). Such large visits not to exceed more than once per week on average and Sawin House docents or representatives must be present for any aforementioned large group tours, visits or meetings.* The scale and frequency of activities described here are unacceptable to Mass Audubon and significantly more than the level of potential activity we outlined in our previous communications. As our previous letters noted “we might consider that scheduled tours or school visits occurred no more than once a month on average and only during times that minimized impact or potential conflicts with Mass Audubon’s uses in the area”. Broadmoor’s many educational programs including school field trips, summer and vacation week camps, and programming for adults and families frequently take place in the area of the sanctuary where the Sawin house is located. The frequent presence of large groups and vehicles would present unacceptable safety and management compromises and would interfere in the experiences of our visitors and program participants. In the case of the occasional public tours or visits as referenced above, we would seek advance notice in the form of a seasonal calendar established annually.
4. *Mass Audubon shall make training or educational materials available to Sawin House docents and representatives regarding Mass Audubon’s program and mission to promote the collaboration between the parties.* As we have stated previously, Mass Audubon would be prepared to provide instruction to any staff or tour guides associated with the Sawin House regarding Broadmoor Wildlife Sanctuary’s mission, role, uses, and regulations.
5. *SH and MA to agree in advance on any outdoor events at the Sawin House after dark that use amplified sound systems or portable lighting.* Night time events using amplified sound systems and portable lighting can have significant effects on wildlife and are unacceptable to Mass Audubon. In addition, the grounds around the Sawin House are not compatible with night time events of this type in terms of safe access, parking, or programming. Educational Mass Audubon programs to observe nocturnal wildlife would also be seriously impacted. Portable amplified sound and lighting systems are unacceptable at the Sawin House site.
6. *Sawin House visitor to be advised by the on-site representative and signage to only enter Broadmoor through the Visitors Center on Route 16.* Agreed.
7. *Current utilities (well water, septic and electric) to be shared between Broadmoor and SH. SH parcel to include, and SH to assume full responsibility for, the well and septic service as long as Broadmoor does not restrict or significantly alter its usage (e.g., add any bathrooms or an irrigation system to its Maintenance Shed). SH to install at its own expense a separate electric meter for the electric usage in the SH (Broadmoor’s net meter in the house could remain as it is). SH to be fully responsible for insurance and maintenance of the aforementioned utilities (water, septic, and separately-metered electric) for the SH.* As our previous letters have stated, Mass Audubon would seek separation rather than sharing of utilities, including well, septic system and electrical service with the Town of Natick or yet –to- be-established nonprofit assuming the costs for these changes.
8. *Additionally, SH encourages MA to have a member on the Board of the SH in order to ensure ongoing communication and collaboration between the parties.* While we appreciate the suggestion that Mass Audubon place a member on the Board of the yet-to-be-established nonprofit associated with managing the Sawin House, we do not believe it is appropriate or desirable for Mass Audubon to participate directly as part of the non-profit. Rather, we would want to coordinate closely with the Sawin House Committee or the Town of Natick to review and approve draft articles of incorporation including the development of by-laws of the non-profit to ensure compliance with the terms of any transfer.

Finally, before any final transfer of property rights related to the Sawin House could be completed, the non-profit would need to be a fully established 501(c) (3) organization with demonstrated viability, fundraising goals and deadlines. We would seek the establishment of an ongoing mechanism for communication with Mass Audubon staff in the implementation of the approved management agreement be included in any bylaws or final agreement with such a non-profit entity.

Mass Audubon has spent nearly ten years working with community members, organizations, boards and individuals in the Town of Natick seeking a solution to the future of the Sawin House. However, a number of the terms and conditions as outlined in your letter remain incompatible with the concerns and recommendations we have articulated to you for the past year. Therefore, we are not yet ready to support the proposed Town Meeting action. Please continue to coordinate your ongoing discussions and feedback with Elissa Landre, our Sanctuary Director at Broadmoor Wildlife Sanctuary.

Sincerely,



Gary Clayton
President

Cc: Natick Board of Selectmen
Natick Town Administrator, Martha White
Andrea Lukens, Regional Director Mass Audubon

