

## MOU – Town of Natick

The purpose of this Memorandum of Understanding is to set forth the mutual understandings and commitments between the Stanton Foundation (the “Foundation”) and the Town of Natick (the “TOWN”), acting through its [Board of Selectmen], pursuant to which the Foundation will make a capital gift for the design and construction of a dog recreational space (“DRS”) at 111 West Central Street in Natick, MA.

### Terms:

1. The Foundation will make a one-time \$ 225,000.00 capital grant for the construction of the DRS provided the MOU is signed, The TOWN has committed \$ 74,750 in capital funds and the Foundation has approved the DRS plans.
2. The Foundation will provide three capital grants of up to 5% of the Foundation's construction grant each during the period beginning one year after the opening of the park and not later than five years after the opening of the park provided that: 1) annual narrative and financial reporting is up to date, and 2) The TOWN is supporting the operating budget of the DRS.
3. The TOWN has identified and designated TOWN owned land at 111 West Central Street for the DRS and has the right to use this land.
4. The TOWN approves the use of an area within 111 West Central Street, Natick MA for use as a DRS subject to full compliance with all applicable zoning Bylaws of the TOWN. The operations of the DRS will be fully compliant with all applicable zoning and TOWN Bylaws.
5. The Natick Board of Selectmen designates Town Administrator Melissa Malone as the point of contact (POC) with respect to all issues related to the construction, operation and reporting regarding the DRS. Design and construction documents will be submitted directly to the POC for input from appropriate departments and by the Foundation. Should the TOWN's designee leave, the TOWN will provide a new POC as soon as possible, but not later than 30 days.
6. All grants by the Foundation will be provided to the TOWN pursuant to the provisions of Section 53A of Chapter 44 of the Massachusetts General Laws.
7. Initial commitments: In the initial stages of this project, the Foundation will look to the TOWN to:
  - Manage public communications during construction and thereafter
  - Maintain a DRS account to receive the grant and provide quarterly reporting on the use of these funds.
  - Oversee the construction of the DRS including bidding and construction oversight.
8. The TOWN has identified or will identify an existing water line that will be made available for the DRS and that will provide water suitable for safe drinking for dogs. The TOWN commits to complete the infrastructure work necessary for such water line to become operational prior to the completion of construction of the DRS. The TOWN agrees to maintain such water line on a continuous basis for so long as the DRS is operating.
9. The TOWN will provide waste containers that will be installed at the DRS. The TOWN agrees that the Community and Economic Development Department will monitor the waste containers at the DRS on a WEEKLY basis and empty as needed.

10. The TOWN will install signage at the DRS in compliance with applicable sign code.
11. The TOWN will provide written reports to the Foundation outlining usage, finances and other issues related to the DRS as mutually agreed.
12. The TOWN will comply with operating guides as described in Attachment A.
13. If requested by the media or in its own releases, the TOWN may use the following language in describing the Foundation: *The Stanton Foundation is a private foundation, created by Frank Stanton, longtime President of CBS. It has as one of its missions, promoting the welfare of dogs and encouraging the dog-human bond.* If a media inquiry requires additional information about the Foundation, the TOWN will make reasonable efforts to provide the Foundation with 2 business days to review the material to be provided. The Foundation understands that it may not always be possible for the TOWN to provide such prior review.
14. The TOWN recognizes the significant financial contribution of the Foundation and agrees that such contribution would be given substantial weight if a future request to rename the DRS is submitted to the Natick Board of Selectmen.
15. The TOWN's intent is to maintain the Natick Dog Park DRS for a period of no less than ninety-nine years.
16. The TOWN will attempt to form or work with a "Friends" group to assist with cleanings, fundraising and programming.
17. The Foundation and the TOWN agree that the grant monies provided to the TOWN for the design and construction of the DRS are subject to the condition that the Foundation will have the right to approve any contractors selected by the TOWN for the design and construction of the DRS. The Foundation agrees that any payments made from such grant  
059035 v1 monies to a design contractor approved by the Foundation shall not be subject to recall or challenge regardless of whether the Foundation subsequently fails to approve a construction contractor.
18. As per documents provided by the TOWN, both parties are committed to the opening of the DRS no later than June 10, 2019. The TOWN will notify the Foundation's Project Advisor of the expected start date when the contract is let, the date on which construction begins and at the 50% progress point. Any delay in the expected completion date will be promptly reported to the Foundation.

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Agreed to:

The Town of Natick, Massachusetts

By: The Natick Board of Selectmen

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Michael J. Hickey, Jr., Chairman

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Susan G. Salamoff, Vice Chairman

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Jonathan H. Freedman, Clerk

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Karen Adelman-Foster

\_\_\_\_\_  
Richard P. Jennett, Jr.  
Date: \_\_\_\_\_

The Stanton Foundation

By: \_\_\_\_\_  
-3- And Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment A

The general understandings concerning this project in addition to those described in the MOU are as follows:

### Goals.

The goals of this project are to improve animal welfare; foster Town community and camaraderie and generally improve the quality of life in Town of Natick through the creation of a "Dog Recreational Space" (DRS) in 111 West Central Street, Natick MA as described in the attached MOU.

### Design.

The DRS is to be built substantially to plan as provided in the Design grant application subject to the Town's planning and design review process.

### Approvals.

The Town of Natick will provide the Stanton Foundation the opportunity to review and approve the design and construction plans for the DRS prior to the construction bid process. Such review and approval is expected to take approximately four weeks following submission of the completed design and construction documents. Pursuant to the Town Charter, final design and operating plans are subject to the approval of the Town Administrator or his designee.

The Town of Natick will create a Coordinating Committee that will meet as required, but at least quarterly during first three years of operation.

The Coordinating Committee will be responsible for:

- Recommending operating policies such as rules and regulations to the appropriate Town department
- Regulating use by out of town dog owners
- Developing the annual proposal to the Foundation for the use of follow-on capital grants from the Foundation,

The membership of the committee shall include two Town representatives and a member of the Friends of Natick Dog Park or similar Town canine association if such a group exists. Additional members may be added by unanimous consent of the initial members.

Changes in operating policies must be approved by the Town Administrator or designee.

### Miscellaneous.

Other than as specifically provided herein, the Foundation will not provide ongoing support for the operation of the DRS.

The participating organizations will not seek renaming of the DRS except in acknowledgment of an endowment gift from which the income is sufficient to cover 50% or more of the annual budget of the DRS.

parties agree that a summer 2019 groundbreaking is desirable.

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