



NATICK BOARD OF SELECTMEN  
AGENDA  
Edward H. Dlott Meeting Room  
Monday, July 29, 2019  
6:00 PM

Agenda Posted Thursday, 7/25/19 at 5:34 PM; Agenda Revised to Add Clarifying Information; Reposted Friday, 7/26/19 at 10:01 AM.

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 6:00 OPEN SESSION - Call to Order / Roll Call Vote to Enter Executive Session
2. 6:05 EXECUTIVE SESSION

This portion of the meeting is not open to the public.

A. Purpose 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares: Public Employees Local Union 1116 (Library)

3. 6:45 RECONVENE OPEN SESSION
4. ANNOUNCEMENTS
  - A. Downtown Fire Updates
  - B. Town Hall Office Hours
5. CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

6. 7:00 APPOINTMENTS
  - A. Appoint New Super-RAO (Records Access Officer)
7. 7:05 BOARD OF SELECTMEN UPDATES
  - A. Senior Property Tax Exemption Study Committee
  - B. PAYT Bags
  - C. New Director Position
  - D. WNFS Asbestos Issue/Construction Update

8. CONSENT AGENDA

- A. Authorize the Chair to Sign Declaration of Restrictive Covenants with Natick Avenu Owner, LLC
- B. Confirm Town Administrator's Re-Appointment of Susan Peters to the Commission on Disability - Term Ending 6/30/2022
- C. Re-Appoint Lawrence Drolet to the Informations Systems Advisory Board and Cable Advisory Board - Term Ending 6/30/2022
- D. Appoint Karen Oakley to the Council on Aging - Term Ending 6/30/2022
- E. Approve Recreation and Parks Request to Accept Donation from the Archbishop of Boston - St. Patrick's Parish
- F. Approve Meeting Minutes
- G. Approve Natick Community Organic Farm Banner 8/19-8/25/19 (Online Auction) and 9/16-9/22/19 (Harvest Dinner)

9. TOWNADMINISTRATOR NOTES

10. SELECTMEN'S CONCERNS

11. CORRESPONDENCE

12. ADJOURNMENT

NEXT MEETING DATES: Mon., 8/5/19; Mon., 8/19/19; Tue., 9/3/19

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

Meeting recorded by Natick Pegasus

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**ITEM TITLE:** Downtown Fire Updates  
**ITEM SUMMARY:**

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**ITEM TITLE:** Town Hall Office Hours

**ITEM SUMMARY:**

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**ITEM TITLE:** Appoint New Super-RAO (Records Access Officer)  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| Description                    | Upload Date | Type       |
|--------------------------------|-------------|------------|
| Memo re Public Records Process | 7/8/2019    | Cover Memo |
| Memo from Diane Packer         | 7/8/2019    | Cover Memo |



**Town of Natick  
Town Clerk's Office**

13 East Central Street  
Natick, MA 01760

508-647-6430

**MEMORANDUM**

TO: Board of Selectmen

FROM: Diane Packer, Town Clerk

DATE: July 6, 2019

RE: Public Records Issues and Resignation as Records Access Officer (Super RAO)

On June 27, I submitted a resignation as Super RAO to Mr. Hickey as Chair of the Board. Subsequently, we met and discussed some of the issues surrounding public records and specifically the Town Clerk's role as the Super RAO. He requested some additional information regarding the process and the role as it is structured in Natick.

Compliance with the Public Records Law is the responsibility of the entire Town government not just of one individual or one department. The Town of Natick, with the support of Communication Information Officer, recently implemented public records software which will help the Town manage and track public records requests, however it does not fulfill them. Since the new public records law was passed and became effective in 2016 the numbers of requests for information has increased significantly.

Here are few key points:

- The process for handling a public records request is not a simple, clerical task.
- The Records Access Officer must read each request, determine which department is most likely the custodian of the record, forward the record to the appropriate department, and monitor compliance and completion of each request.
- The Records Access Officer must also decipher if it is possible or likely that any of the information contained in the record is confidential and would need to be redacted or if that record is exempt from the law.
- If the request is not made directly through the software, the Records Access Officer must input it directly into the system and make sure that it is received by the appropriate department.
- Evaluating each request takes time and thought and requires an understanding of the Town's government to assure that the request is sent to the appropriate department.
- The Town must reply within **10 days and provide a complete response within 25 days**. In addition, the department must determine if complying with the request will require more than 2 hours work and if so how many hours so that the Town may request payment.

- Some departments respond in a timely manner. Others do not respond, reply with incomplete information, and/or fail to redact non-public information placing an additional burden on the Records Access Officer.
- **The Records Access Officer has no authority to compel compliance by any department.**
- The volume and frequency of these requests has been and continues to be quite considerable and has adversely affects the completion of work and providing the services in the Clerk's office, especially during busy election cycles and Town Meetings. In addition, the Town Clerk's office has also had increased responsibilities over the past two years including pre-registration of 16 and 17 olds as voters and early voting. In addition there are several bills before the legislation including expanded early voting hours, automatic voter registration and same day voter registration.
- As the RAO (Super RAO), during the last budget cycle I requested an additional staff person to work within the Town Clerk's office on Public Records requests and Open Meeting Law complaints. This position was not supported by the Administration or the Board of Selectmen and as such was not funded as part of the FY2020 budget. In addition, the Town Administration, without discussion or consultation with me, now wants all responses to be completed by the Super RAO.

The public records law does not require the Town Clerk to serve as the records access officer but allows either the Clerk or the Board of Selectmen to designate one or more persons to serve in that role. I am deferring to the Board of Selectmen to make that designation. I am available to assist the person you designate in understanding and learning the tracking software and in understanding where within the government a record is most likely to be found.



*TOWN OF NATICK*  
*Office of the Town Clerk*  
[www.natickma.org](http://www.natickma.org)

*Diane B. Packer*  
*Town Clerk*

June 27, 2019

Dear Mike,

When the new public records law was passed in 2016, the Board of Selectmen appointed me to the Records Access Officer role (Super RAO). Over the course of the last two years, the volume of requests has grown exponentially and now accounts for close to 75% of my work week. This has interfered with the regular required functions of the Town Clerk's office and more specifically, of the Town Clerk. This is only going to become a larger issue as we enter the upcoming election cycle during FY 2020 and 2021.

The Town Clerk's office has seen important increased responsibilities including early voting and pre-registration of 16 year olds as voters. In addition, there are several bills before the legislature which are pending including automatic voter registration, same day voter registration and ranked choice voting.

During the last budget cycle, I requested an additional staff person to work within the Town Clerk's office primarily on tracking public records requests and open meeting law complaints. The responsibilities would have been to respond to requests and ensure compliance with the laws. Notwithstanding the dramatically increased public records and open meeting law workload, neither the Town Administration nor the Board of Selectmen supported this additional position. In addition, the Town Administration, without discussion or consultation with me, now wants all requests and responses to be completed by the Super RAO. Until now, the responses have been the responsibility of whichever town agency or department held the record.

This situation had become increasing untenable. This most recent change has accelerated a decision that I have been contemplating since the conclusion of the most recent budget cycle. Accordingly, I am submitting my resignation as the Super Records Access Officer for the Town of Natick effective immediately.

Sincerely,

cc: K. Adelman Foster, J. Freedman, R. Jennett, S. Salamoff



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**ITEM TITLE:** Senior Property Tax Exemption Study Committee

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b> |
|--------------------------|--------------------|-------------|
| Committee Report         | 7/23/2019          | Cover Memo  |
| Proposed Warrant Article | 7/25/2019          | Cover Memo  |

## SENIOR PROPERTY TAX EXEMPTION STUDY COMMITTEE

The Senior Property Tax Exemption Committee organized May 30, 2019 and has met four times May 30, June 13, July 2, and July 16, 2019.

Our charge is to research and analyze the feasibility and the impact to the Town of Natick pursuing the adoption of a Senior Property Tax Exemption to lower the property tax of seniors who meet certain income, residency, and eligibility criteria for an annual property tax that is capped at a percentage of their annual income, or other property tax relief initiatives.

As the committee is proceeding with its research and identification of the issues, we have concluded that the Town of Natick can take some initial steps to assist its seniors and enhance the committee's ability to analyze the town's options.

The committee recommends:

1. A campaign to build awareness of current Natick Tax Assistance and Deferral Programs, as well as the Massachusetts Senior Circuit Breaker Tax Relief Program.

The committee has concluded current exemption, tax deferral and tax credit programs are under utilized by Natick residents. The committee is willing to take the lead on a program to educate Natick residents. In conjunction with the education effort, we plan to survey and use focus group initiatives to build more data on what is the financial need to stay in one's home in Natick.

2. A warrant article for the Fall Annual Town Meeting October 15, 2019 to increase the gross receipts for eligibility for the Property Tax Deferral Program and tie future income limit increases to the state's Senior Circuit Breaker Tax Credit guideline single non-head of household limit.

We are proposing an increase to \$58,000, the current gross receipts for eligibility for the Circuit Breaker single non-head of household. Natick last raised the limit to \$56,000 effective July 1, 2016. Some communities have chosen to have higher income eligibility levels utilizing other state household categories; however, those changes require a home rule petition and would require more data and analysis.

Fall Annual Town Meeting October 2015

Article 14: Increase Gross Receipts for Eligibility for Property Tax Deferral Program  
( Board of Selectmen)

To see if the Town will vote to increase the gross receipts that seniors may have in the prior calendar year to be eligible to defer property taxes under G.L. c. 59 S.5 Clause 41A from \$40,000 to \$56,000 with such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2016.

To link future income eligibility to the Circuit Breaker the new article for the Fall Town Meeting will require updated appropriate legal language

Programs, studies, data and commentaries being considered by the Senior Property Tax Exemption Study Committee:

Natick Tax Assistance and Deferral Programs and Resident participation.

Massachusetts Senior Circuit Breaker tax relief program

If you're over 65 here's one of the best-kept secrets in Mass-The Boston Globe

Lexington MA-Aggregated 2019 residential exemption report- draft 0.27

Lexington MA-Excerpt from RE report – pgs 69-86

Property Tax Deferral-A Proposal to Help Massachusetts Seniors

Some Principles and Issues in Designing a Means-Tested Senior Property Tax Exemption

Sudbury Progress Report-Senior Tax Document Feb 24, 2014

Sudbury-Means-Tested-Exemption-Report 3-20-2015

Statewide data comparing MA municipalities on availability of the Tax Deferral Program

Income eligibility, interest rates, participation levels, dollars deferred and age/income levels of homeowners 65 & over.

Going forward the committee needs to determine who we are trying to assist and how to provide the financial assistance. The establishment of need, fairness, affordability and how the Town programs interact with the MA Circuit Breaker Program are all factors for our study.

Sue Salamoff, Chair

Senior Property Tax Exemption Study Committee

**Increase Gross Receipts for Eligibility for Property Tax Deferral Program**

**(Board of Selectmen)**

To see if the Town will vote to increase the gross receipts that seniors may have in the prior calendar year to be eligible to defer property taxes under G.L. c. 59§ 5, Clause 41A to the amount of income determined by the commissioner of revenue for the purposes of subsection (k) of Section 6 of Chapter 62 for a single person who is not a head of household. Such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2019.

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**ITEM TITLE:**      PAYT Bags

**ITEM SUMMARY:**

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**ITEM TITLE:** New Director Position

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| job description    | 7/29/2019          | Cover Memo  |

## Town of Natick Job Description

|                        |                     |                     |        |
|------------------------|---------------------|---------------------|--------|
| <b>Position Title:</b> |                     | <b>Grade Level:</b> |        |
| <b>Department</b>      | Town Administration | <b>FLSA Status</b>  | Exempt |
| <b>Reports to:</b>     | Town Administrator  |                     |        |

**Statement of Duties:** The Director will work closely with the Town Administrator to help ensure projects and initiatives are timely completed. The Director of Capital Partnerships & Strategic Initiatives will be the point of contact for various public and private capital projects, including but not limited to MassDOT and the MBTA that are currently underway and assist with the planning and execution of other opportunities. It is expected that the Director will assist Town Administration accomplish applicable tasks noted in the Natick 2030+ Comprehensive Master Plan. Additionally, the Director will work with third parties who lease Town owned spaces and buildings, and provide recommendation regarding the use of the space. The Director will complete necessary research and data analysis to evaluate opportunities, help determine key performance indicators and create a dashboard of metrics, and maintain momentum of the Town's initiatives. Further, the Director will support the Town Administrator and collaborate with Town Deputies and Directors during the budget process, and is an integral part of the leadership team. The Director is responsible for providing leadership and support to the design, implementation, communication, and overall coordination of Town Administrator's goals and objectives.

**Supervision Required:**

Works under the day-to-day supervision of the Town Administrator.

**Supervisory Responsibility:** This is a managerial position, exercising direct and general supervision of the Information/Communication Officer, Community Farm, and others as requested by the Town Administrator. Work is very unpredictable and necessitates the Director to thoughtfully navigate and communicate across the organization and with the community. This requires sharing information with clarity, accuracy, and efficiency with multiple parties.

**Accountability:** This position is highly accountable and incorrect actions or misjudgment would typically result in monetary loss, missed deadlines, as well as legal repercussions, and adverse public relations. Must be experienced with creating, maintaining and analyzing budgets, and establishing viable plans for meeting short and long term plans objectives and goals.

**Judgment:** Required to adhere to highest professional and ethical standards.

**Complexity:** There is a high-level of complexity and aptitude required to successfully complete this job. While providing direct support to the Town Administrator, much of the work consists of identifying and coordinating with multiple stakeholders and ensuring projects are thoroughly evaluated and appropriate follow-through is provided. This position is forwarding facing and requires an individual to balancing seemingly competing and complementary priorities.

**Work Environment:** Physical demands are in the nature of moving about constantly both within

## **Town of Natick Job Description**

the community and in the Commonwealth to carry out Town business. Stress is a constant factor of the job, particularly in negotiating with both public officials and with citizen groups. Incumbent is called upon to attend numerous night meetings, and is called upon to perform lobbying activities of a kind on legislative changes benefiting the Town. The work environment is varied, ranging from a very busy office to on-site fieldwork, examining and observing problem areas and potential problem areas.

**Nature and Purpose of Contacts:** Position has constant interaction with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance; OR one-on-one relationships with a person who may be under severe stress, where gaining a high degree of persuasion may be required to obtain the desired effect. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

**Occupational Risks:** Duties generally do not present occupational risk with only occasional exposure to risk or stress. Minor injury could occur, however, through employee failure to properly follow safety precautions or procedure. Examples of injury include minor bruises from falls, minor cuts or burns, or minor muscular strains from lifting or carrying heavy equipment or materials.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.* The Director of Capital Partnerships and Strategic Initiatives is a role that requires an individual with a versatile skillset in management, construction, organizational, and finance.

- Provides direct support to the Town Administrator and point of contact for numerous issues related to short and long-term objectives.
- Monitors pending legislation that could impact the town and region and keeps the Town's leadership team apprised.
- Will represent the Town Administrator at various meetings with stakeholders while keeping the Town Administrator apprised.
- Coordinates and oversees analysis of proposed initiatives, including planning, design, and human resources needs particular initiative would require if adopted along with other monetary needs.
- Part of Town Administration team working to ensure that the goals and tasks within Natick 2030+ Comprehensive Master Plan are addressed.



## **Town of Natick Job Description**

- Point of contact for the Commonwealth's departments completing public capital infrastructure projects within the Town. Helps with problem solving for Town Departments directors impacted by capital projects and other initiatives.
- Assists in the advocacy of seeking additional funding for other infrastructure capital projects that would benefit the Town of Natick.
- Maintains contact with other organizations, particularly regional, state and federal organizations and members of the press.
- Other tasks as requested by the Town Administrator.

### **Recommended Minimum Qualifications:**

**Education and Experience:** or any equivalent combination of education, training and experience, which provides the required knowledge, skills and abilities to perform the essential functions of the job.

- Must have a minimum of 5-8 years of oversight and management experience and responsibility or oversight of a minimum of 10- 15 million dollars annually, and/or other equivalent related experience.
- A Bachelor's degree from an accredited college or university in engineering, business, or a related field.
- He/she must hold a valid Motor Vehicle Operator's license.

### **Knowledge, Abilities and Skill**

#### **Knowledge:**

- Extensive knowledge of municipal government functions, organization and methods and techniques employed in the operations of town government.
- Extensive knowledge of public procurement principles, practices and procedures.
- Knowledge of labor relations, including negotiating and the administration of labor relations system.
- Working knowledge of municipal finance administration, including budgeting.
- Working knowledge of all applicable Federal and State laws and regulations, Town by-laws and regulations, pertinent to municipal government activity.

## **Town of Natick Job Description**

- Working knowledge of insurance programs in municipal governments, and of implementation of techniques and strategies.
- Working knowledge of data processing applications in municipal government.

### **Abilities:**

- Ability to establish and maintain harmonious relationships with others, especially citizens, public officials and with other municipal professionals throughout the Commonwealth.
- Ability to communicate effectively with others, both orally and in writing.
- Ability to prepare complex technical and statistical reports.
- Ability to manage time effectively while attending to a multitude of details.

### **Skill:**

- Skill in negotiating with others, in order to arrive at acceptable resolutions to problems and to mutual concerns.

### **Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

### **Physical Skills:**

- Physical demands are in the nature of moving about constantly both within the community and in the Commonwealth to carry out Town business.
- May use computer keyboards at a moderate speed.
- Certain tasks require lifting print and other materials, office equipment and supplies weighing up to 10 pounds and being able to carry a reasonable quantity of materials from places where they are stored to places where they may be used.

### **Motor Skills:**

- Duties may involve close hand-eye coordination and physical dexterity.

### **Visual Skills:**

**Town of Natick  
Job Description**

- Ability to read, see, and differentiate between colors.

*This job description does not constitute an employment agreement between the employer and the employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

DRAFT

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**ITEM TITLE:**       WNFS Asbestos Issue/Construction Update  
**ITEM SUMMARY:**

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**ITEM TITLE:** Authorize the Chair to Sign Declaration of Restrictive Covenants with Natick Avenue Owner, LLC

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>                   | <b>Upload Date</b> | <b>Type</b> |
|--------------------------------------|--------------------|-------------|
| Declaration of Restrictive Covenants | 7/26/2019          | Cover Memo  |

LOCAL INITIATIVE PROGRAM  
  
REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Natick ("the Municipality"), and Natick Avenu Owner LLC, a Massachusetts limited liability company, having an address at c/o National Development, 2310 Washington Street, Newton, Massachusetts 02462, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as Avenu @ Natick at an approximately 9.2-acre site on Worcester Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 164 rental dwellings (the "Units") and 17 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the

parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). Ten percent (10%) of the Units in the Project (i.e. a total of 17 Units) will be Low and Moderate Income Units. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications. At the Project's full capacity:

|          |   |
|----------|---|
| <u>1</u> | of the Low and Moderate Income Units shall be studio units;             |
| <u>9</u> | of the Low and Moderate Income Units shall be one bedroom units;        |
| <u>7</u> | of the Low and Moderate Income Units shall be two bedroom units;        |
| <u>0</u> | of the Low and Moderate Income Units shall be three bedroom units; and, |
| <u>0</u> | of the Low and Moderate Income Units shall be four bedroom units.       |

Low and Moderate Income Units must have the following minimum areas:

|                     |   |                  |
|---------------------|---|------------------|
| studio units        | - | 400 square feet  |
| one bedroom units   | - | 700 square feet  |
| two bedroom units   | - | 900 square feet  |
| three bedroom units | - | 1200 square feet |
| four bedroom units  | - | 1400 square feet |

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy, MA-NH Metropolitan Statistical Area.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a

Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit of comparable size, features, and bedrooms at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.



(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local

residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the

Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the State of Delaware, and is authorized and qualified to transact business within the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, and rental of the Project's market-rate Units and any commercial space to tenants in its normal course of business, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the portion of the Property which includes the Project without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests,

recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required

with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide to DHCD and the Municipality copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type, number, or required percentage of Low and Moderate Income Units in the Project. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: Town of Natick  
Attention: Director of Community & Economic Development  
Natick Town Hall  
2nd Floor  
13 East Central Street

Natick, MA 01760

Developer: Natick Avenu Owner LLC  
c/o National Development  
2310 Washington Street  
Newton, Massachusetts 02462

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Developer and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy

to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement by the Developer, the Developer shall reimburse DHCD for all of DHCD's reasonable costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. Documentary Stamps. No documentary stamps are required at the time of recording this Agreement because this Agreement and the restrictions herein are not being purchased from the Developer by DHCD or the Municipality.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

DEVELOPER

Natick Avenu Owner LLC, a Delaware limited liability company

By: CRP/ND Natick Venture, L.L.C., a Delaware limited liability company, its sole member

By: ND Natick AA Member LLC, a Delaware limited liability company, its Developer Member

By: MAKKOT Manager LLC, a Delaware limited liability company, its Manager

By: \_\_\_\_\_

Name: **Stephen A. Kinsella**

Title: Authorized Officer

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

June 19, 2019

On this 19th day of June, 2019, before me, the undersigned notary public, personally appeared Stephen A. Kinsella, proved to me through satisfactory evidence of identification, which were known to me personally, to be the person whose name is signed on the preceding document, as Authorized Officer of MAKKOT Manager LLC, the Manager of ND Natick AA Member LLC, the Developer Member of CRP/ND Natick Venture, L.L.C., the sole member of Natick Avenue Owner LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Karen E. Hardy

Notary Public

Print Name: Karen E. Hardy

My Commission Expires: 6/10/22

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE  
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated November 21, 2017 given by Natick Avenu Owner LLC to Santander Bank, recorded with the Middlesex District South Registry of Deeds at Book 70288, Page 505 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

**SANTANDER BANK**

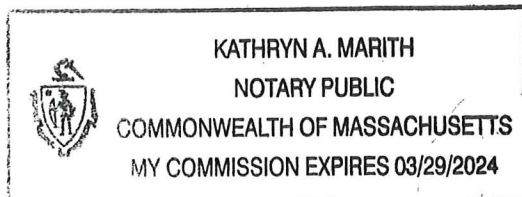
By: *Janali St*  
Its: \_\_\_\_\_

(If the Development has more than one mortgagee, add additional consent forms.)

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF *Suffolk*, ss. *June 17*, 2019

On this *17* day of *June*, 2019, before me, the undersigned notary public, personally appeared *Known person Janaki St*, proved to me through satisfactory evidence of identification, which were *Known person*, to be the person whose name is signed on the preceding document, as *Vice President* of **Santander Bank**, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



*Kathryn A. Marith*  
Notary Public  
Print Name: *Kathryn A. Marith*  
My Commission Expires: *3/29/24*

## **EXHIBIT A**

Re: Avenu @ Natick  
(Project name)  
Natick, Massachusetts  
(City/Town)  
Natick Avenu Owner LLC  
(Developer)

### Property Description

The property described as the “Residential Unit” of the Superior Development Condominium created by Master Deed dated November 21, 2017, recorded in the Middlesex South District Registry of Deeds (“Registry”) in Book 70280, Page 392, as amended by Amendment to Master Deed recorded in the Registry in Book 71785, Page 42 (together, the “Master Deed”), and shown in more detail as Residential Unit Development Area on Exhibit F of such Master Deed.

## EXHIBIT B

Re: Avenu @ Natick  
(Project name)  
Natick, Massachusetts  
(City/Town)  
Natick Avenu Owner LLC  
(Developer)

### Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

|                   | <u>Gross Rents</u> | <u>Utility Allowance</u> | <u>Net Rents</u> |
|-------------------|--------------------|--------------------------|------------------|
| Studio Units      | \$1,561.00         | \$96.00*                 | \$1,465.00       |
| One Bedroom Units | \$1,785.00         | \$128.00*                | \$1,657.00       |
| Two Bedroom Units | \$2,007.00         | \$171.00*                | \$1,836.00       |

\*Utilities from Natick Housing Authority, High Rise, April 2019

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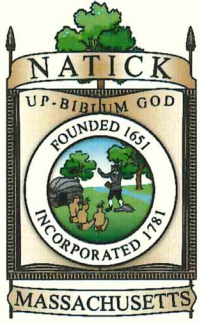
**ITEM TITLE:** Confirm Town Administrator's Re-Appointment of Susan Peters to the Commission on Disability - Term Ending 6/30/2022

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> |
|----------------------|--------------------|-------------|
| Reappointment Letter | 7/26/2019          | Cover Memo  |
| Committee Packet     | 7/26/2019          | Cover Memo  |



## TOWN OF NATICK MASSACHUSETTS

MELISSA A. MALONE  
TOWN ADMINISTRATOR

July 22, 2019

Susan Peters  
46 Silver Hill Lane  
Natick, MA 01760

Dear Ms. Peters:

This is to advise you of my intent to re-appoint you as a member of the Commission on Disability. Consideration of your appointment will be presented to the Board of Selectmen on August 5, 2019. If the Board accepts my recommendation the appointment shall become effective on August 16, 2019. Your appointment to the Commission on Disability will expire on June 30, 2022.

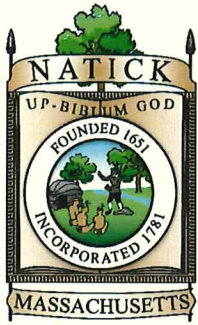
Please contact Town Clerk Diane Packer at 508 647-6430 or [dpacker@natickma.org](mailto:dpacker@natickma.org) at your earliest convenience to make arrangements for your swearing in. Also, please have this letter with you when you are sworn in by the Town Clerk.

Thank you for your continued time and commitment to the Commission on Disability.

Sincerely,

Melissa A. Malone  
Town Administrator

CC: Town Clerk



## TOWN OF NATICK MASSACHUSETTS

MELISSA A. MALONE  
TOWN ADMINISTRATOR

July 22, 2019

Susan Peters  
46 Silver Hill Lane  
Natick, MA 01760

Dear Ms. Peters:

This is to advise you of my intent to re-appoint you as a member of the Commission on Disability. Consideration of your appointment will be presented to the Board of Selectmen on August 5, 2019. If the Board accepts my recommendation the appointment shall become effective on August 16, 2019. Your appointment to the Commission on Disability will expire on June 30, 2022.

Please contact Town Clerk Diane Packer at 508 647-6430 or [dpacker@natickma.org](mailto:dpacker@natickma.org) at your earliest convenience to make arrangements for your swearing in. Also, please have this letter with you when you are sworn in by the Town Clerk.

Thank you for your continued time and commitment to the Commission on Disability.

Sincerely,

Melissa A. Malone  
Town Administrator

CC: Town Clerk





# COMMISSION ON DISABILITY

## BOARD DETAILS



OVERVIEW



**SIZE** 7 Seats



**TERM LENGTH** 36 Months



**TERM LIMIT**

Chapter 40: Section 8J. Disability Commission; powers and duties; members; terms Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall:

1. Research local problems of people with disabilities
2. Advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities
3. Coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the MA office on disability
4. Review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities
5. Provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability
6. Coordinate activities of other local groups organized for similar purposes

Said commission shall consist of not less than five nor more than nine members.



DETAILS

## ENACTING RESOLUTION

**ENACTING RESOLUTION  
WEBSITE**



## BOARD ROSTER



**1st Term** Jul 01, 2019 - Jun 30, 2022

**Position** Member



**ERIC GAGNEBIN**

**1st Term** Nov 13, 2018 - Jun 30, 2021

**Appointing Authority** Town Administrator

**Position** Commissioner



**ELAINE B OSTROFF**

**2nd Term** Jul 01, 2017 - Jun 30, 2020

**Appointing Authority** Town Administrator

**Position** Commissioner/Vice-Chair



**SUSAN B PETERS**

**2nd Term** Jul 01, 2016 - Jun 30, 2019

**Appointing Authority** Town Administrator

**Position** Commissioner



**LORI ZALT**

**3rd Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Town Administrator

**Position** Commissioner/Chair



**VACANCY**

**Position** Member



**VACANCY**

**Appointing Authority** Town Administrator

**Position** Town Liason



**VACANCY**

**Appointing Authority** Town Administrator

**Position** Commissioner

---

**ITEM TITLE:** Re-Appoint Lawrence Drolet to the Informations Systems Advisory Board and Cable Advisory Board - Term Ending 6/30/2022

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

| <b>Description</b>                        | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Lawrence Drolet - Application             | 7/26/2019          | Cover Memo  |
| Information Systems Advisory Board Packet | 7/26/2019          | Cover Memo  |
| Cable Advisory Board Packet               | 7/26/2019          | Cover Memo  |

---

**Profile**

Lawrence

First Name

Drolet

Last Name

larryd@towerwall.com

Email Address

14 Lowell Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

**What Precinct do you live in? \***☒ Precinct 5

Home: (508) 651-2724

Primary Phone

Mobile: (508) 294-5287

Alternate Phone

towerwall

Employer

CTO

Job Title

---

**Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.**

**Which Boards would you like to apply for?**

Cable Advisory Board: Submitted

Information System Advisory Board: Submitted

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No

---

**Have you ever attended a Natick town meeting?**☒ Yes ☐ No

---

**Have you ever served on a board, committee, or commission in the Town of Natick?**☒ Yes ☐ No

---

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

ISAB past 9years , Cable advisory board for last 18 months, Precinct 5 town meeting member past 10 years.

---

## Interests & Experiences

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

I am an IT professional

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

30+ years experience in the field

**Please list any professional affiliations.**

---

Board member of ISSA New England Chapter, CISA, CISM, CRISC, MBA in information management, MS

**Let us know what other specialized interests or hobbies you might have.**

---

**Applicants are encouraged to upload a resume, accepted file types are listed below.**


---

Upload a Resume




# INFORMATION SYSTEM ADVISORY BOARD


## BOARD DETAILS




OVERVIEW



**SIZE** 7 Seats



**TERM LENGTH** 36 Monts



**TERM LIMIT**

The Information Systems Advisory Board, as authorized under Article 27 of the Town of Natick By-Laws, consists of 7 citizens of the town appointed by the Board of Selectmen for terms of 3 years. According to Art. 27, Sec. 2 of the Natick By-Laws, "when available, 4 of said 5 members appointed by the Board of Selectmen shall possess knowledge and experience in the field of information systems and services."

The Information Systems Advisory Board "shall advise the town on policies, procedures, priorities, and planning of the information systems of the town."

The Information Systems Advisory Board meets monthly. Please check the public meeting calendar for their next meeting.



DETAILS

**ENACTING RESOLUTION**

---

**ENACTING RESOLUTION**

**WEBSITE**



# INFORMATION SYSTEM ADVISORY BOARD

## BOARD ROSTER



**LAWRENCE DROLET**

**3rd Term** Jul 01, 2016 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**TODD GILLENWATER**

**4th Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Clerk



**PAUL GORMAN**

**3rd Term** Jul 01, 2019 - Jun 30, 2022

**Appointing Authority** Board of Selectmen  
**Position** Member



**JAMES HANNON**

**1st Term** Nov 13, 2017 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**AARON MIRI**

**1st Term** Mar 28, 2017 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**MATT STEINBERG**

**2nd Term** Jul 01, 2019 - Jun 30, 2022

**Appointing Authority** Board of Selectmen  
**Position** Member



**HANK SZRETTER**


**7th Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Chair




# CABLE ADVISORY BOARD


## BOARD DETAILS




OVERVIEW



**SIZE** 7 Seats



**TERM LENGTH** 36 Months



**TERM LIMIT**

**Overview**

The Cable Advisory Board serves as an advisory committee to the Board of Selectmen charged with representing the Town of Natick in the process of negotiating licenses with the 3 cable providers operating within the Town of Natick. Comcast, RCN Corporation and Verizon hold licenses to provide cable television services within the Town of Natick.

The board meets quarterly at Morse Institute Library at 7:30pm.



DETAILS

**ENACTING RESOLUTION**

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**ENACTING RESOLUTION WEBSITE**





## CABLE ADVISORY BOARD

### BOARD ROSTER



**LAWRENCE DROLET**

**1st Term** Jan 08, 2018 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**TODD GILLENWATER**

**2nd Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member



**PAUL GORMAN**

**2nd Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member



**JAMES HANNON**

**1st Term** Jan 08, 2018 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**AARON MIRI**

**1st Term** Jan 08, 2018 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**ALAN SEGEL**

**1st Term** Aug 24, 2016 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**MATT STEINBERG**

**2nd Term** Jul 01, 2019 - Jun 30, 2022

**Appointing Authority** Board of Selectmen  
**Position** Member



**HANK SZRETTER**

**8th Term** Jul 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member

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**ITEM TITLE:** Appoint Karen Oakley to the Council on Aging - Term Ending 6/30/2022  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b>         | <b>Upload Date</b> | <b>Type</b> |
|----------------------------|--------------------|-------------|
| Karen Oakley - Application | 7/26/2019          | Cover Memo  |
| Council on Aging Packet    | 7/26/2019          | Cover Memo  |

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**Profile**

Karen M Oakley  
First Name Middle Initial Last Name

koakley@yahoo.com  
Email Address

7 Irving Road  
Street Address Suite or Apt

Natick MA 01760  
City State Postal Code

**What Precinct do you live in? \***

☒ Precinct 6

Home: (508) 653-7912 Home:  
Primary Phone Alternate Phone

Retired  
Employer Job Title

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**Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.**

**Which Boards would you like to apply for?**

Council on Aging: Submitted

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**Are you a registered voter in the Town of Natick?**

☒ Yes ☐ No

**Have you ever attended a Natick town meeting?**

☒ Yes ☐ No

**Have you ever served on a board, committee, or commission in the Town of Natick?**

☒ Yes ☐ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

Council on Aging as a voting member or associate member since 1992, Armory Reuse Committee, COA Director search, and a couple of others. I am unable to provide dates at this time as I am out of town until June 20th but would be happy to do so when I return.

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## Interests & Experiences

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

I continue to have a great interest in advocating for the needs, interests, and support of the residents of our town as the age that will help them remain active and engaged.....AND continue to live in Natick as they have done for so many years.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

Because of my years of COA membership - and the fact that I am a senior who has been a resident of Natick for over 50 years - and being witness to the continuing, as well as changing needs - of aging residents in our area, I feel I still have much to contribute.

**Please list any professional affiliations.**

I am a retired Admissions Coordinator for a Post Acute Rehab/Skilled Nursing Center (18 years). Also, was, with my husband, owner of a small retail store in Sudbury.

**Let us know what other specialized interests or hobbies you might have.**

In addition to being active with the COA and volunteer at the CSC, I am at present Parish Historian for St. Paul's Episcopal Church est. 1871. I sing in the choir. I garden, walk, kayak....


**Applicants are encouraged to upload a resume, accepted file types are listed below.**

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Upload a Resume




BOARD DETAILS




OVERVIEW



**SIZE** 11 Seats



**TERM LENGTH** 36 Months



**TERM LIMIT**

The Council on Aging Board is an advisory body with responsibility for advising and supporting the Director of the Council on Aging (the Director) and helping to establish and review the departments objectives.

The basic purpose of the Board is to:

- A. Identify the total needs of Naticks elder population;
- B. Educate town officials and residents regarding the needs and contributions of Naticks elders and encourage community support;
- C. Establish both short-term and long-term goals and objectives in collaboration with the Director to meet identified needs;
- D. Encourage collaboration with other agencies, and where appropriate appoint representatives to said agencies; and
- E. Advocate with federal, state, local agencies and elected officials regarding legislative and budgetary issues affecting elders.



ENACTING RESOLUTION

ENACTING RESOLUTION  
WEBSITE



## BOARD ROSTER



**ROBERTA A. CIARFELLA**

**2nd Term** Jul 01, 2017 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**ELAINA DANAHY**

**1st Term** Apr 17, 2019 - Jun 30, 2022

**Appointing Authority** Board of Selectmen  
**Position** Member



**ANDREW D. ESCHTRUTH**

**1st Term** Aug 21, 2017 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**WILLIAM F. GROME JR.**

**1st Term** Jul 12, 2016 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Chair



**JUDITH M. KEEFE**

**1st Term** Aug 21, 2017 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**SHIRLEY A. MAGNARELLI**

**1st Term** Jul 01, 2019 - Jun 30, 2022

**Appointing Authority** Board of Selectmen  
**Position** Member



**HARRIET MERKOWITZ**

**2nd Term** Jul 01, 2016 - Jul 01, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**ELAINE B. OSTROFF**

**1st Term** Jul 12, 2016 - Jun 30, 2019

**Appointing Authority** Board of Selectmen  
**Position** Member



**SALVATORE PANDOLFO**

**2nd Term** Jul 01, 2017 - Jun 30, 2020

**Appointing Authority** Board of Selectmen  
**Position** Member



**SUSAN B. PETERS**

**1st Term** Oct 29, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member



**CONNIE PITT**

**1st Term** Oct 01, 2018 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member



**JUDITH R. SABOL**

**1st Term** Jan 22, 2019 - Jun 30, 2021

**Appointing Authority** Board of Selectmen  
**Position** Member

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**ITEM TITLE:** Approve Recreation and Parks Request to Accept Donation from the Archbishop of Boston - St. Patrick's Parish

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Request            | 7/26/2019          | Cover Memo  |



# Natick Recreation and Parks Department

**"Create Community through People, Parks and Programs"**  
**People Driven ~ Service Focused**

**Karen Partanen**  
Recreation & Parks  
Director

**To:** Michael Hickey, Jr., Chair • Natick Board of Selectmen  
**cc:** Melissa Malone, Town Administrator  
**From:** Karen Partanen, Director • Recreation and Parks Department  
**Date:** July 11, 2019  
**Subject:** Donation to Recreation and Parks Department

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The Recreation and Parks Department received a check from the **Archbishop of Boston • St. Patrick Parish**, in the amount of **\$3,918** on **July 11, 2019** to be used to offset the fees associated with **Camp Arrowhead**.

St. Patrick Parish held a bake sale recently to benefit **Camp Arrowhead**. The proceeds from the bake sale came to \$918 and a private donor gave \$3,000 to the church (at the bake sale).

We are very grateful to receive this donation in order to enhance our recreational offerings to the Natick Community.

Thank you for considering acceptance of this donation. I am happy to attend a future meeting to discuss this in more detail.



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**ITEM TITLE:**       Approve Meeting Minutes  
**ITEM SUMMARY:**

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**ITEM TITLE:** Approve Natick Community Organic Farm Banner 8/19-8/25/19 (Online Auction) and 9/16-9/22/19 (Harvest Dinner)

**ITEM SUMMARY:**

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> |
|--------------------|--------------------|-------------|
| Request            | 7/26/2019          | Cover Memo  |



Patricia O'Neil <poneil@natickma.org>

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## banner request

4 messages

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**Trish Umbrell** <trish@natickfarm.org>  
To: Patricia O'Neil <poneil@natickma.org>

Wed, Jul 10, 2019 at 3:14 PM

Hi Town Hall Trish,  
NCOF is doing an online auction this year Sept 6-10 and our regular Harvest Dinner Sept 27.

Do you have any openings for the banner over Rt 27? Ideally I'd get some time in August and Sept. I know it's busy, let me know. I am happy to apply officially, just thought I'd check on timing first.

Thanks, stay cool  
Farm Trish

--  
**Trish Wesley Umbrell** Assistant Director Internal Operations  
Natick Community Organic Farm [117 Eliot St. Natick MA 01760](#)  
[trish@natickfarm.org](mailto:trish@natickfarm.org) (508) 655-2204 [www.natickfarm.org](http://www.natickfarm.org)

Online Auction Sept 6-10 \* Harvest Dinner & Silent Auction Sept 27 \*  
Maple Magic Mar 7, 2020 \* Spring Spectacular & [Farm 5K](#) May 17, 2020 \*

Natick Community Services  
*people-driven. service-focused*

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**Patricia O'Neil** <poneil@natickma.org>  
To: Donna Donovan <ddonovan@natickma.org>

Thu, Jul 11, 2019 at 3:02 PM

[Quoted text hidden]

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**Patricia O'Neil** <poneil@natickma.org>  
To: Trish Umbrell <trish@natickfarm.org>

Mon, Jul 22, 2019 at 2:04 PM

Hi Farm Trish -- sorry, I was on vacation. Here are the open weeks we have right now:  
8/5-8/11  
8/12-8/18  
8/19-8/25  
9/16-9/22  
9/23-9/29

Let me know which you are interested in and I'll get it on an agenda.

[Quoted text hidden]

--  
Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
[poneil@natickma.gov](mailto:poneil@natickma.gov)  
[www.natickma.gov](http://www.natickma.gov)

**Trish Umbrell** <trish@natickfarm.org>  
To: Patricia O'Neil <poneil@natickma.org>

Mon, Jul 22, 2019 at 3:15 PM

No worries Town Hall Trish.  
See below

Farm Trish

:

8/5-8/11

8/12-8/18

8/19-8/25 YES PLEASE Online auction is Sept 6-10

9/16-9/22 YES PLEASE Harvest Dinner is Fri 9/27

9/23-9/29

[Quoted text hidden]