

# City of Framingham



The City Council of Framingham



## ORDER NO. 2026-004 REQUEST OF COUNCILOR LONG

UPON THE REQUEST OF COUNCILOR LONG THE CITY OF FRAMINGHAM, THROUGH THE FRAMINGHAM CITY COUNCIL, IT IS SO ORDERED:

That the City Council votes to advertise a public hearing regarding, and to refer to the Planning Board for its consideration and public hearing, amendments to the Framingham Zoning Ordinance for Eagle Rock, as attached.

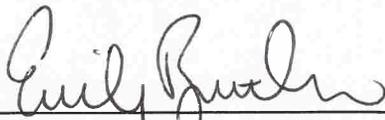
YEAS: Alexander, Bryant, Cannon, Feeney, King, Leombruno, Long, Mallach,  
Ottaviani, Stefanini, Ward  
NAYS: None  
ABSTAIN: None  
ABSENT: All members were present in person or via teleconference

PASSED IN COUNCIL: January 6, 2026

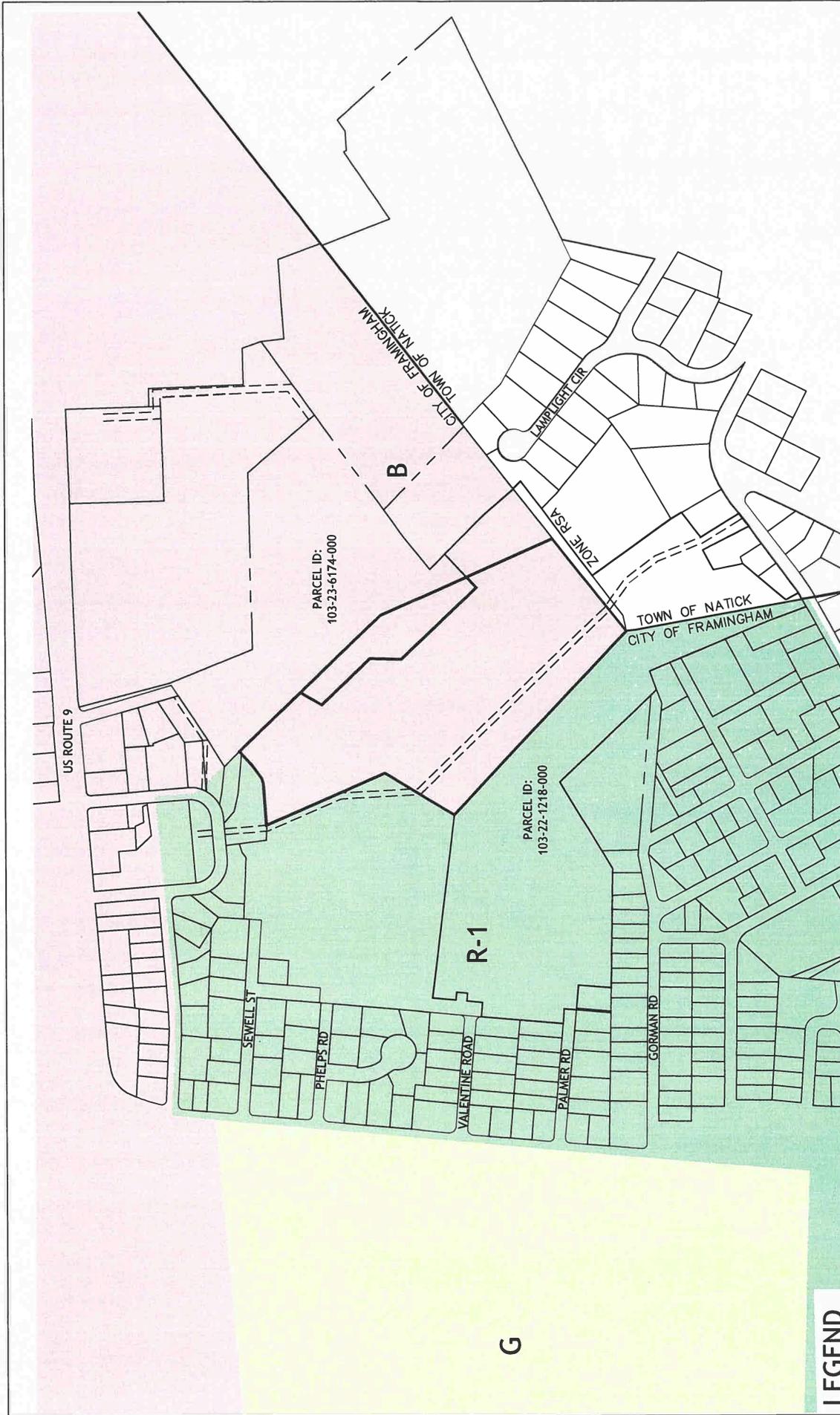
A True Record, Attest:

1/7/2026

Date Approved



Lisa A. Ferguson, City Clerk  
Emily L. Butler, Assistant City Clerk



PROJECT NO.  
82666  
DATE: 06-05-25  
EX-001

REZONING EXHIBIT  
DINSMORE AVENUE  
FRAMINGHAM, MA 01702



**LEGEND**

- ZONE R-1
- ZONE G
- ZONE B



DRAFT 7-1-25, updated 9-12-25, updated 9-18-25

Memorandum of Understanding

This Memorandum of Understanding (this "AgreementMOU") is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Framingham ("City"), by and through its City Council ("City Council") and ER MA Land LLC, a Delaware Limited Liability Company, with an address of 125 Park Ave 7th Floor, New York, NY 10017 ("Developer").

WHEREAS, Developer owns property pursuant to a certain deed recorded in the Middlesex Registry of in Deeds ("Registry") in Book 81088, Page 430, which consists of land in Framingham known as 31 Valentine Road, designated as Framingham Assessor's Lot 103-22-1218-000, and in Natick at 0 and 21 Hartford Street, designated as Natick Assessor's Lot 31-00000228 (collectively, the "Western Lot"); and

WHEREAS, Developer's affiliate 50 Dinsmore Avenue LLC owns property pursuant to a certain deed recorded in the Registry in Book 80984, Page 510, which consists of land in Framingham known as 33 Dinsmore Avenue (also known as 50 and 55 Dinsmore Avenue), and designated as Assessor's Lot 103-23-6171-000 (the "Eastern Lot", together with the Undeveloped Lot, the "Property"); and

WHEREAS, the Developer seeks to develop certain portions of the Property located in Framingham (the "Development Area") for a mixed use project; and

WHEREAS, the Developer's development concept is more fully set forth on the plan entitled "Site Exhibit, Multi-Family", Sheet EX-2 dated May 28, 2024 by CHA, attached hereto as Exhibit A (the "Concept Plan") which plan may be modified throughout the permitting process (the "Development"); and

WHEREAS, the Developer is in need of certain approvals from the City including (i) a zoning map change ("Map Change") to change portions of the Property to B Business, and (ii) permitting to include Special Permit(s) and Site Plan Review (together, "Local Approvals") applicable to the Development; and

WHEREAS, the City Council is desirous of the Developer undertaking the Development and will support certain zoning changes related thereto; and

WHEREAS the City Council and the Developer are each committed to working cooperatively related to the Development.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

1. The Developer intends to seek permitting to develop the Development Area by constructing (i) a mixed-use development with units for rent or ownership, consisting of one (1), two (2) and three (3) bedroom units, and first floor commercial space, and including:
  - a. The development shall be provided access for owners/tenants at the Development through the Developed Lot for use of amenities, and access and egress on foot and by vehicle;

- b. New housing units shall meet the affordability requirements of the Zoning Ordinance's Inclusionary Housing requirements. To the extent that the Development provides ownership units, it shall provide 13% of all multifamily units to be affordable per Framingham's Inclusionary Housing provisions. To the extent that the Development provides rental units, it agrees to provide 15% of all multifamily units to be affordable per Framingham's Inclusionary Housing provisions;
- c. The Developer shall provide ground floor commercial space for uses consistent with and ancillary to a Class A residential community; and
- d. The Developer shall make available land in the area shown generally within in the crosshatched area of the plan attached as Exhibit B (TBD) for license or lease at nominal cost to a nonprofit education or conservation program to benefit community children and youth, subject to site suitability, and wetland and conservation requirements, such use to be managed by said nonprofit; and
- e. ~~Military, veteran and municipal employee preference shall be provided for affordable units, to the extent allowed by Federal and State housing laws.~~

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2. The Developer shall work with the City to apply for a Local Action Unit ("LAU") approval through the Executive Office of Housing and Livable Communities ("EOHLC"). The Developer agrees to pay all reasonable traffic peer review fees, if any, associated with review of the proposed Local Approval process(es). Notwithstanding anything in this ~~Agreement~~ MOU to the contrary, the Developer and the City Council agree that there may be additional improvements reasonably required as part of the Local Approvals process and the Developer agrees to implement and pay for same.
3. Commercial uses within the Development shall be in conformance with the Table of Uses for the Business ("B") zoning district under the Zoning Ordinance.
4. The redevelopment at the Premises or on any portion thereof shall be subject to the requirements of the LAU dwelling units and in compliance with the requirements for the same as specified by EOHLC, or its successor, or additional applicable programs adopted by the Commonwealth or its agencies, and that the percentage of units required under the Zoning ~~ordinance units~~ Ordinance shall qualify to count toward the City's requirements under G. L. c. 40B sec. 20-23, as amended for Subsidized Housing Inventory ("SHI") requirements of EOHLC. The Developer or its consultant shall be responsible for the Lottery and all Monitoring Requirements.
5. All drives within the Development shall be and always remain private. All snow plowing, trash pick-up, recycling, lighting and electricity, water and sewer from the point at which the Premises shares a property line with the public way inward to the Premises shall at all times remain private and the City shall have no responsibility for same as it applies to the proposed improvements.
6. The City Council supports the Zoning Map change extending the Business ("B") zoning district into portions of the Property as shown on the Proposed Map Change attached as Exhibit C. The City Council intends to support the Proposed Development but the parties hereto acknowledge that applications to be submitted before the permit granting authorities will be considered at the time of submission, and the City Council ~~cannot~~ makes no guarantee regarding the outcome before it or any other permit granting entity.

7. All conditions herein shall be included in any Special Permit for use issued for the Development and shall run with the Western Lot and shall be binding upon the Developer, its heirs, successors, and assigns.

8. Upon issuance of Local ~~Permitting Approvals~~ and the expiration of the applicable appeal period(s) without an appeal having been filed, execution of the LAU Regulatory Agreement(s), and the subsequent issuance of a building permit, this ~~Agreement MOU~~ shall terminate and it shall thereafter be null and void and of no further force and effect and the parties hereto shall have no further recourse at law or in equity against one another, except as the conditions may continue in any issued Local ~~Permitting Approvals~~. The Parties further acknowledge and agree that to the extent that in the Developer's reasonable determination that it cannot obtain approvals for a viable project, the Developer may terminate this ~~Agreement MOU~~.

9. ~~Once Upon approval and adoption of~~ the Zoning Map change ~~is approved and adopted~~ by the City Council, the Developer will undertake the preparation of application(s) to the City for Local ~~Permitting Approvals~~ in cooperation with the City. Once the Local Approvals are granted, the Developer and City shall file a LAU application to EOHLC, and diligently pursue the same.

10. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the City and the Developer at the addresses set forth below:

Framingham City Council, Chair  
Memorial Building  
150 Concord Street  
Framingham, MA 01702  
Email: citycouncil@framinghamma.gov

ER MA Land LLC  
125 Park Ave 7th Floor  
New York, NY 10017  
Attention: James Hausman  
Email: jhausman@eaglerockadvisorsllc.com

11. Should any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

12. This ~~Agreement MOU~~ shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this ~~Agreement MOU~~ shall affect the rights of the City in the exercise of any of its powers under applicable law with respect to the Development, including, but not limited, to the powers of the Framingham Zoning Board or Framingham Planning Board. Nothing in this ~~Agreement MOU~~ shall release the Developer from the obligation to satisfy all applicable provisions of law in the Development.

13. ~~This Agreement can~~ Any future modification of this MOU shall only be modified in writing signed by the Developer and the City Council.

14. Prior to the initiation of any court proceeding regarding the terms of this ~~Agreement of performance thereunder~~ MOU, the City Council and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than sixty (60) days.

15. This ~~Memorandum of Understanding is~~ MOU in its entirety forms the ~~entire agreement among~~ understanding between the parties named herein with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding, which may be executed in multiple counterparts, on or as of the date first written above.

Framingham City Council

Developer

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