SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
6:30 pm Tuesday, July 16, 2019

1. 6:30 Call to Order
2. 6:31 Executive Session under G.L c. 30A, §21(A), exemption #3 – to discuss potential litigation with respect to 16 Stearns Road and 680 Worcester Street
3. 7:00 Public Comment
4. 7:02 Vote Fire Department Promotions
5. 7:18 Town Clerk Update
   • Discuss and Vote Town Election Dates
   • Discuss 2020 Census Community Counting Committee
   • Discuss Town Bylaw Formatting
6. 7:32 Discuss DPW Repaving and Crosswalk Modifications to Church Street
7. 8:00 Discuss Potential Appeals of 40B Projects: 16 Stearns and 680 Worcester
8. 8:10 Discuss and Vote 2019 Wellesley Place Affordable Rents
9. 8:20 Overview of Future’s Act Resolution
10. 8:35 Discuss and Vote Common Victualler Take Out License – B/Spoke, 50 Central Street
11. 8:45 Executive Director’s Report
   • Accept Gifts
   • Vote Babson College One Day License
   • Vote MLP Appointment
   • Discuss Employee Recognition Proclamation
12. 8:55 Discuss and Vote Modification to Gift Policy to increase Executive Director’s Authority to accept Gifts
13. 9:05 Update on SBC Projects
14. 9:15 New Business and Correspondence
15. 9:20 Executive Session
   • Executive Session under G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Scott Whittemore, Deputy Police Chief and Jeff Peterson, Assistant Fire Chief)
   • Executive Session under G.L. c. 30A, §21(A), exemption #7 to comply with Open Meeting Law, G.L. c. 30A, §§ 18-25

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Tuesday, July 30, 7:00 pm – Juliani Room, Town Hall
Tuesday, August 13, 7:00 pm – Juliani Room, Town Hall
<table>
<thead>
<tr>
<th>Date</th>
<th>Selectmen Meeting Items</th>
<th>Other Meeting Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/30</td>
<td>Meeting</td>
<td>Chief Performance Reviews</td>
</tr>
<tr>
<td>Tuesday</td>
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<tr>
<td>8/13</td>
<td>Meeting</td>
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<tr>
<td>Monday</td>
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<tr>
<td>9/2</td>
<td>LABOR DAY – TOWN HALL CLOSED</td>
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<tr>
<td>Monday</td>
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<tr>
<td>9/3</td>
<td>Meeting – Potential Quarterly Retreat</td>
<td>Set Marathon Dates</td>
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<tr>
<td>Tuesday</td>
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<td>Initial Capital Planning Discussions</td>
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<tr>
<td>9/9</td>
<td>Meeting</td>
<td>Review Financial Outlook</td>
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<tr>
<td>Monday</td>
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<td>Discuss Operating Guidelines</td>
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<tr>
<td>9/16</td>
<td>Meeting</td>
<td>Set Operating Guidelines</td>
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<tr>
<td>Monday</td>
<td></td>
<td>Mark’s Pizza- CV and Waiver Request??</td>
</tr>
<tr>
<td>10/7</td>
<td>Meeting</td>
<td>Discuss Capital Projects</td>
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<tr>
<td>Monday</td>
<td></td>
<td>Inter-Board Meeting this week?</td>
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<tr>
<td>10/21</td>
<td></td>
<td>Meeting</td>
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<tr>
<td>Monday</td>
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<tr>
<td>11/4</td>
<td>Meeting</td>
<td>FMD Capital Presentation</td>
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<tr>
<td>Monday</td>
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<tr>
<td>11/11</td>
<td>VETERANS Day – Town Hall Closed</td>
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<td>Monday</td>
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<tr>
<td>11/18</td>
<td>Meeting</td>
<td>Open ATM Warrant (Warrant to be Closed 12/27/19)</td>
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<tr>
<td>Monday</td>
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<tr>
<td>12/2</td>
<td>Meeting</td>
<td>Tax Classification Hearing</td>
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<tr>
<td>Monday</td>
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<td>Approve Annual Licenses</td>
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<td></td>
<td></td>
<td>Review BOS Budget</td>
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<tr>
<td>12/9</td>
<td>Staff Presentations on Budgets</td>
<td>Potential Quarterly Retreat this Week</td>
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<tr>
<td>Monday</td>
<td></td>
<td></td>
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<tr>
<td>12/16</td>
<td>Meeting</td>
<td>Approve BOS Budget</td>
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<tr>
<td>Monday</td>
<td></td>
<td>New Year’s Eve Alcohol Service Extensions</td>
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</table>

**Notes**

Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates: September 23, October 28, January 13, March 2
Motions 7/16/19

4  MOVE to appoint Lieutenant Matthew Corda to the position of Deputy Chief and to appoint Ian McMakin to the position of Lieutenant with the Wellesley Fire Department effective July 16, 2019.

8  MOVE to approve the proposed rent increases for Wellesley Place to $1665 for the one bedroom units and $1880 for the two bedroom units.

10 MOVE to approve the Common Victualler Take Out License to Mark Partin of B/Spoke at 50 Central Street.

11 MOVE to accept the following gifts to the Council On Aging:
   - $1,800 grant from the Wellesley Hills Junior Women’s Club to support the lecture series
   - $500 from the Friends of the Wellesley COA and the Village Churchwomen of the Wellesley Congregational Church for senior transportation
   - $1,104 from the Friends of the Wellesley COA for the May lunch

11 Move to approve the One Day License for an event on August 23, 2019 in the Quad at Park Manor for the Blended Learning Final Capstone BBQ for Graduate Students.

11 MOVE To appoint Jack Stewart to the Municipal Light Board for a term ending July 30, 2022.

12 MOVE to approve the modification to the Gift Acceptance Policy to increase the Executive Director’s authority to accept gifts on behalf of the Board of Selectmen from $500 to $3000.
Tuesday, July 16, 2019

Our meeting will begin on Monday at **6:30 pm in the Juliani Room**

1. **Call to Order – Open Session**
4. **Vote Fire Department Promotions**

The Fire Chief has recommended two promotional appointments to the Board. The first is for Lieutenant Matt Corda to be promoted to the position of Deputy Chief. The Deputy Chief position was vacated with the retirement of Deputy Chief Dennehy on July 9th after 32 years of service. Lieutenant Corda is the number one candidate on the Deputy promotional list at this time after the promotion of Steve Mortarelli to Deputy Chief on May 20, 2019.

The second candidate is Ian McMakin who will be promoted to the Lieutenant position to fill the vacancy created with the promotion of Lieutenant Corda. Ian has been a firefighter with Wellesley for 9 years. Ian is currently the number one ranked candidate on the Lieutenant promotional list after the appointment of Firefighter Dana Gerrans to Lieutenant on May 20, 2019.

The promotional candidates’ families have been invited to attend.

**MOTION**

MOVE to appoint Lieutenant Matthew Corda to the position of Deputy Chief and to appoint Ian McMakin to the position of Lieutenant with the Wellesley Fire Department effective July 16, 2019.
Date: July 9, 2019  
To: Board of Selectmen  
From: Fire Chief Richard A. DeLorie  

Subject: Promotional Candidates for Deputy Chief and Lieutenant (July 15, 2019)

**Lieutenant Matthew Corda to Deputy Chief**  
15+ on WFD

Appointed Firefighter / EMT: 02/25/2004  
Appointed Lieutenant: 9/28/2011

Matt is currently the number one ranked candidate on the Deputy promotional list. He was active in the implementation of iPads for field commercial property inspections. Working with Lt Delaney, Matt has been a strong contributor in the Fire Safety Education for students providing programs in the schools during fire safety week, Summer Teen Rescuers Camp and Fire Safety programs during July Jubilation. Matt created and taught a Special Needs Fire Safety Program for Wellesley High Schools 18-22 Transition Program. He’s managed the Community Emergency Response Team (CERT), which is a group of citizens that support our open house, Marathon first aid and would staff a shelter if that was ever needed. Matt is a long time certified CPR instructor and has taught numerous programs. He truly is an asset to our department with a Bachelor of Arts in Communications from Framingham State. He is a solid fire officer, a natural leader and will do an excellent job as a Deputy Chief serving this community. He’s active in our community volunteering for the Senior Citizens Thanksgiving Dinner, Senior Pancake Breakfast and Smoke detectors for Seniors program.

Lieutenant Corda has the experience, knowledge and ability to fulfill the responsibilities as a Deputy Fire Chief and I recommend him for this promotion.

**Firefighter Ian McMakin to Lieutenant**  
9+ years on WFD.

Appointed Firefighter EMT: 08/18/2010

Ian is currently the number one ranked candidate on the Lieutenant promotional list. Ian is an excellent firefighter with a strong work ethic leading by example. He has attended numerous training programs, including officer supervisory training to enhance his skills. Ian graduated Mass Maritime Academy with a Bachelor Degree in 2005 and a Master’s Degree in Facilities Management in 2012. He served in the United States Coast Guard as a Damage Controlman for four years. He is a solid fire officer, a natural leader and will do an excellent job as a Lieutenant serving this community. He’s active in our community volunteering for the Senior Citizens Thanksgiving Dinner and Senior Pancake Breakfast. Ian worked hard to become a Certified HAZMAT Technician and after five long years was selected to the State’s Regional Hazmat Team. I was very proud of Ian for his effort maintaining his Hazmat Certification, he deserved to be appointed to the team and is a great asset to our department.

Firefighter McMakin has the experience, knowledge and ability to fulfill the responsibilities as a Fire Lieutenant and I recommend him for this promotion.
Matthew L. Corda

Objective
To obtain a position as a Deputy Chief for the Wellesley Fire Department

Education

FIREFIGHTER I/II | JUNE 2004 | MASSACHUSETTS FIREFIGHTING ACADEMY
- Obtained Firefighter I/II

BA-COMMUNICATION | DECEMBER 2004 | FRAMINGHAM STATE COLLEGE
- Major: Communication
- Graduated Summa Cum Laude
- Dean’s List
- Designed and created a historical documentary about the history of Framingham, MA for the anniversary of Framingham State College.

Experience

LIEUTENANT | WELLESLEY FIRE DEPARTMENT | SEPTEMBER 2011-PRESENT
- Lead and ensure the thorough completion of emergency response.
- Oversee the safety of crew members on assigned apparatus.
- Facilitate and participate in the daily completion of chores and tasks.

PRIVATE | WELLESLEY FIRE DEPARTMENT | FEBRUARY 2004-SEPTEMBER 2004
- Provided fire suppression activities with crew members.
- Provided emergency medical care to patients at the EMT-B level.
- Participated in the completion of daily chores and tasks.

Community Leadership

PUBLIC FIRE AND LIFE SAFETY EDUCATOR | WELLESLEY FIRE DEPARTMENT | FALL 2005-PRESENT
- Teach fire safety to community groups of children, adults, and seniors.
- During Fire Prevention Week (October), teach fire safety curriculum to all Wellesley Public/private preschool and elementary schools.
- Created and taught Special Needs Fire Curriculum for Wellesley High School 18-22 Transition Program, "LAUNCH."
- Annually collaborate with the Wellesley Youth Commission’s week long fire-themed summer camp.
- Assist in regular grant writing to fund student awareness fire education (S.A.F.E.) program and community disaster preparedness.
- Participated in the “Smoke Detectors for Seniors” Program.
- Volunteered for the Senior Fire Safety Breakfast.
• Volunteered for the Seniors’ Thanksgiving Dinner.

COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.) MANAGER | WELLESLEY FIRE DEPARTMENT | SPRING 2010-PRESENT
• Create and teach C.E.R.T. curriculum during monthly meetings.
• Write grants to fund C.E.R.T. programs and equipment.
• Oversee and execute C.E.R.T.’s annual participation in the Boston Marathon.
• Launched Wellesley’s first community emergency preparedness training at a local venue.
• Manage C.E.R.T.’s social media sites.

C.P.R. INSTRUCTOR | WELLESLEY FIRE DEPARTMENT | FALL 2014-PRESENT
• Educate and teach a wide variety of community groups CPR and AED use.
• Collaborate with the Wellesley Health Department; School Department; and other local organizations to educate and teach both CPR and AED.
• Participation in the “Guinness Book of World Records” completion of teaching “hands only CPR.”

WFD TECHNOLOGY LIAISON | WELLESLEY FIRE DEPARTMENT | SPRING 2016
• Collaborated with Town of Wellesley Technology Department to bring Geographic Information System (GIS) to Wellesley Fire Department iPads and computers.

CRISIS INTERVENTION TEAM | WELLESLEY FIRE DEPARTMENT | FALL 2017
• Collaborated with various Town departments to preemptively identify individuals with mental health concerns and proactively ensuring their treatment.

Certifications and Licenses
• Firefighter I/II (June 2004)
• Massachusetts Firefighting Academy-Company Officer I
• Massachusetts Firefighting Academy-Company Officer II
• Emergency Medical Technician-Basic-November 2002
• CPR BLS/Heartsaver Instructor (2014)
• Public Fire and Life Safety Educator (2010)
• C.E.R.T. Train the Trainer Program (2013)
• Endicott College Leadership Academy (2018)
• Massachusetts Firefighting Academy-Fire Prevention Officer I (2019)
EDUCATION:

Massachusetts Maritime Academy, Buzzards Bay, MA
- Master of Science in Facilities Management, June 2012
- Bachelor of Science in Marine Engineering and STCW compliant, June 2005

EXPERIENCE:

Town of Wellesley Fire Department                      August 2010-present
Firefighter and EMT
State HazMat Team Member – District 2 (2018- present)
- Respond to emergency calls, including structural fires, traffic accidents, vehicle fires, water emergencies and brush fires to protect lives and property.
- Perform victim search and rescue, treat the injured and avert further injuries by keeping bystanders out of danger.
- Assess conditions and act quickly to extinguish fires, rescue victims and administer life-saving medical interventions.
- Certifications: Hazardous Materials Technician; Firefighter I & II; Fire Instructor; Fire Officer I.

Tyco Flow Control                                      August 2008-August 2016
Applications Engineer
- Review bid packages, complete product selection, and assist with project negotiations.
- Support customers by answering inquiries regarding contract provisions, interpretation, and modifications.
- Prepare procedures (assembly, test, cleaning, etc.) for products and materials. Propose techniques that will accomplish test objectives.
- Troubleshoot problems on the machine shop floor and in the field.
- Ensure that all order/project requirements are met by interfacing with other departments including Engineering, Quality Assurance, Manufacturing, Machine Shop, Assembly and Finance.

Schnitzer Steel Industries                              February 2008-June 2008
Management Trainee
- Coordinated daily management of 25-50 union personnel in the largest steel recycling facility in the Northeast to ensure monthly production goals and safety standards are met.
- Prepared and updated daily reports detailing facility production.

Vships, Beverly, MA                                    May 2007-February 2008
Technical Controller
- Supported fleet cell and fleet superintendents by ensuring that all administrative systems, records, reports and analyses of fleet operations were properly maintained.
- Analyzed and maintained records for vessels within fleet.

ConocoPhillips, Houston, TX                             July 2005-May 2007
Third Assistant Engineer
- Maintained the safe operation of crude oil carrier in the Alaskan North Slope trade.
- Responsibilities included the operation, maintenance and repair of all propulsion machinery and associated equipment throughout the fleet.

United States Coast Guard, Boston, MA                   Aug. 1997-Aug. 2001
Damage Controlman
- Trained shipboard personnel in damage control procedures and techniques, performed maintenance on all shipboard damage control equipment.
- Supervised the training of the at sea fire party and served as team leader.

COMPUTER SKILLS: Proficient in MS Word, MS Excel, MS Project, MS PowerPoint, AutoCAD
5. **Discuss and Vote Town Election Dates**

KC Kato, Town Clerk, has asked to give an update to the Board on several items. The first is to discuss potential Town Election Dates. There is currently scheduled a State Primary Election on March 3, 2020, the typical Town Election date. The Town in 2016 held the election 2 weeks after the Primary, and in 2012 held the election one week following the election. Town Clerk is proposing 2 weeks past the Primary on March 17\textsuperscript{th}.

**Discuss 2020 Census Community Counting Committee (CCC)**

The 2020 Census is beginning. One option that Town’s have is to create a Community Counting Committee to assist with the promotion of the Census and to advocate for residents to fill out their census materials. The Town has done used this platform in the past. The League of Women Voters’ has shown interest in assisting with the CCC.

**Discuss Town Bylaw Formatting**

Town Clerk is in the process of reformatting the Town Bylaw and would like to present concepts with regards to spacing, font, etc. for the Board’s consideration.

**NO MOTIONS**
Formatting of Town Bylaws

BOARD OF SELECTMEN MEETING

JULY 16, 2019
Variety in Many Areas

Font
- Use of capital letters
- Bold
- Underlining
- Typeface

Indentation
- Initial section number usually indented, not always
- Letters as sub-section, small i’s for subsequent sections
- Hanging paragraphs used often but not always
Wellesley - Current

**ARTICLE #**

**TITLE OF ARTICLE**

Indent varies

#.# **TITLE.** Text. No indent on line 2.

Indent varies

a. Text. Sometimes hanging paragraph.

i. indented paragraph

1.

2.

Indent

#A.# **Short description.** Text. No indent on line 2.

(1). Text. Indent on line 2.

i. indented paragraph sometimes.
Wellesley Recommendation

Article I. Title

Info. Amended date.

Part/Section/A. (BOS/BOH/PB)

§ 1.1 Title. Text (not hanging paragraph)

   (a) Hanging paragraph

       (i) Hanging paragraph

       (1) Hanging paragraph
Additional Changes

- Revise Planning Board Town Bylaws 45, 46 to reflect change from Roman Numerals to Arabic Numbers
- Other misc. changes
  - “Effective Date”: July 1, 2017 at 12:01 a.m., Eastern Standard Time, deleting strike out section – by approval of the Planning Board
- Changes as requested by other boards/departments
- Font TwCen MT (Twentieth Century MT) – Unified Plan
- Index expanded
- Website improvements
ELECTION DATES

BOARD OF SELECTMEN MEETING

JULY 16, 2019
2020 Considerations

- High turnout expected for Primary and Presidential Elections

<table>
<thead>
<tr>
<th>Year</th>
<th>EV</th>
<th>EV%</th>
<th>Total Ballots</th>
<th>Total Reg Voters</th>
<th>Total Turn-out</th>
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<tbody>
<tr>
<td>2018 State</td>
<td>3,712</td>
<td>28%</td>
<td>13,182</td>
<td>16,779</td>
<td>79%</td>
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<tr>
<td>2018 Prim</td>
<td>4,510</td>
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<td>16,242</td>
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<tr>
<td>2016 Pres</td>
<td>6,659</td>
<td>45%</td>
<td>14,749</td>
<td>17,116</td>
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<td>2016 State Prim</td>
<td>658</td>
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<td>16,346</td>
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<td>2016 Pres Prim</td>
<td>9,517</td>
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<td>16,110</td>
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<td>11,231</td>
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<td>16,328</td>
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<td>69%</td>
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<td>2014 Prim</td>
<td>3,739</td>
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<td>16,078</td>
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<td>23%</td>
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<tr>
<td>2012 Pres</td>
<td>15,181</td>
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<td>16,720</td>
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<td>91%</td>
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<td>2012 State Prim</td>
<td>3,132</td>
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<td>15,548</td>
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<td>2012 Pres Prim</td>
<td>3,277</td>
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<td>15,448</td>
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<td>2010 State</td>
<td>11,968</td>
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<td>15,799</td>
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<td>3,313</td>
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<td>15,479</td>
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<tr>
<td>2008 Pres</td>
<td>14,560</td>
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<td>16,470</td>
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<td>88%</td>
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<td>2008 State Prim</td>
<td>3,460</td>
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<td>9,960</td>
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<td>64%</td>
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<td>2006 State</td>
<td>11,441</td>
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<td>15,466</td>
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<td>2006 Prim</td>
<td>5,034</td>
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<td>15,162</td>
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2020 Considerations

- Potential early voting
- Tabulators
- Staff
- Timing would require 2 ballots if combining local with state election
# Recommended Calendar - 2020

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<tr>
<th>Event</th>
<th>Date(s)</th>
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<tr>
<td>Presidential Primary</td>
<td>March 3, 2020 (EV 2/24-29)</td>
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<tr>
<td>Local Election</td>
<td>March 17, 2020</td>
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<tr>
<td>Annual Town Meeting starts</td>
<td>March 30, 2020</td>
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<tr>
<td>State Primary Election</td>
<td>September 2020</td>
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<tr>
<td>Presidential Election</td>
<td>November 3, 2020 (EV 10/26-31)</td>
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Special Town Meetings??
Debt Exclusions??
CCC – Local Option

- Partnership between state and local governments, community based organizations, faith-based groups, schools, businesses, media and others
- Primary focus to promote participation in the 2020 Federal Census
  - Communications
  - Community outreach
  - Partnerships
6. **Discuss DPW Repaving and Crosswalk Modifications to Church Street**

The Selectmen’s Office was informed that the Highway Department/DPW intends to pave Church Street this summer. Initially the intention was to begin paving on July 10th. Staff expressed concern particularly given the Merchant’s July Jubilation scheduled for July 20th. Additionally, as Washington Street paving has progressed over the past several years, the Selectmen’s Office and Board discussed that Wellesley Square would be treated differently. On other parts of Washington Street, the brick banding along sidewalks and the brick crosswalks have been removed. DPW will be asking the Board to consider removal of the brick crosswalks and either replacement with a new material or painting. Central Street is not part of this proposal.

The Merchants’ are inclined to keep the brick but are open to alternatives. The key is from an aesthetics standpoint Wellesley Square and Lower Falls in particular should continue to have amenities or ornamentation that is consistently applied throughout the Square in staff’s opinion. As a reminder working with grant funds, the Town recently went through a wayfinding study and program to brand Wellesley Square through signage given its significance as the primary commercial village district. Those signs are currently in fabrication.

Should alternative material to brick be considered, the staff also recommends the revised design be submitted to the Design Review Board for review and comment.

**NO MOTION**
TO:  Meghan Jop, Executive Director

CC:  Dave Cohen, DPW Director
     Mike Quinn, Highway Superintendent

RE:  Crosswalk Replacement

DATE:  July 11, 2019

This memo follows up our recent conversations and documents the opinions of the DPW for the replacement of crosswalks in Town. As you are aware, over the last few years the DPW has overseen the phased resurfacing of most of Washington Street in Town, and, as part of that work we researched this issue, ultimately deciding to remove the paver / granite surfaced crosswalks with asphalt and high visibility painted crosswalks. The foundation for this decision was response to compliance with the ADA, safety, durability, and negative public comments. Further detail for each of these topics follows;

**ADA Compliance**
As part of the training associated with MassDOT’s Complete Streets Program, most of the engineering division participated in some hands on activity intended to increase awareness and appreciation of crosswalk function for the visually impaired and mobility challenged, including the use of wheelchairs and vision impairment goggles. We felt the training was quite effective, and caused us to consider treatments that minimize bumps and edges, as even small edges can be problematic for wheelchair users that have sensitive back or other spinal issues and walkers using canes or walking sticks. It was made clear that color difference is also a key factor.

From this we concluded that while neither the ADA Act, nor MassDOT policy prohibit the use of pavers or other textured crosswalks, a paved asphalt crosswalk with high visibility white on black paint represent the best option when considering all users.

**Safety**
Our perspective here is with the use of crosswalks in inclement and freezing weather. While pavers with granite or concrete edges do provide a visual contrast for vehicle drivers, they are far less effective than retroreflective thermoplastic paint. The wide, multiple stripe marking associated with a high visibility crosswalk has been shown to give vehicle operators more advance warning therefore better stopping safety, and it works better in difficult weather conditions such as fog, sleet and rain. And while we are not aware any specific instances, we have talked with some communities who have experienced issues with the granite being slick and pockets of ice forming on the pavers and the joints between them.

**Durability**
The DPW has expended a significant effort on the maintenance of the existing crosswalks. For several years we resealed the surface, however this did not seem to preserve the color, nor did
it abate weed growth. Further, the use of differing materials and the preponderance of joints that undergo winter freeze/thaw cycles have caused the crosswalks to settle differentially, which when loaded with heavier volume and truck loads can cause issues with the abutting pavement. This has resulted in more frequent patching. It might also be worth considering that with the volume of traffic in these locations, much of our maintenance activities has to be scheduled outside of normal working shifts.

Our concerns with durability go back several years, and we think it might be useful for you to know that we are currently testing two products as possible options. The first was installed about 3 years ago in Lower Falls and is a patented product call Imprint. We had positive reviews on this product, and for us it had some potential as it has thickness and good adhesion, and was more rideable and quiet than pavers, however we are not satisfied with the performance, as it deteriorated quickly. To comply with the Linden Street Development agreement, the DPW researched and selected a ThermoPrint product. Again the reviews were positive and the product seems to have good properties. We will be evaluating it over the coming years. It is worth noting that this product is fairly easy to install, but that it doubles the cost as compared to a typical crosswalk. At this time, it is our opinion that neither product is preferred to an asphalt based high visibility crosswalk.

Public Comment
Although infrequent, the DPW receives two common criticisms on these crosswalks. The more common is the reporting on developing of potholes, but even after repairs we often heard that the noise generated, particularly during calm nights is frustrating, and for some a life quality issue. In one location we have heard that vibrations can be felt in a nearby multi-story building. Our experience on the four phases of the Washington Street corridor project is that neighbors have commented, both in the field and on the phone that the removal of the paver crosswalks has solved a nagging nighttime noise problem.

In conclusion, we want you to know that we have given this issue significant consideration. Crosswalks, like everything we design, install and maintain, should be evaluated based in what is safest, best for all users as well as the value of the investment. We believe that the high visibility crosswalk is the best option for the community, and we are asking you and the Board of Selectmen to consider this issue and provide some guidance. As you are aware there is a timeliness concern with this request as the DPW intends to pave several streets in the center business area that currently have paver/granite crosswalks.

We appreciate your comments and assistance with this and we are available to answer any questions.
7. **Discuss Potential Appeals of 40B Projects: 16 Stearns and 680 Worcester**

Discussion contingent upon executive session.
8. **Discuss and Vote 2019 Wellesley Place Affordable Rents**

Similar to the Waterstone rent increase approval, the Board also approves rent increases for the property located at 978 Worcester Street known as Wellesley Place. The building consists of 36 units of which 9 are affordable units. There are 5 two bedroom and 4 one bedroom units. The rent increases are half those that are allowed by HUD this year, and without any prompting or negotiation with the property owners. These units are not age restricted. Staff recommends approval.

**MOTION**

MOVE to approve the proposed rent increases for Wellesley Place to $1665 for the one bedroom units and $1880 for the two bedroom units.
MEMORANDUM

To: Board of Selectmen
From: Meghan Jop
Date: July 11, 2019
RE: 2019 Wellesley Place Rents

Wellesley Place (located at 978 Worcester Street) Regulatory Agreements with the Department of Housing and Community Development (DHCD) and the Town (attachment 1) require the project sponsor to submit to the Town for approval a proposed schedule of maximum monthly rents on an annual basis for the affordable housing units. Attached herein are the proposed rents for 2019-2020. Unlike past years, due to the significant increase in the HUD, the property owner is recommending a partial increase, not the full HUD allowed increase. Wellesley Place is recommending a rent increase of 4.65% for the one bedroom units rather than the 10% allowed, and 5.6% increase for two bedroom units rather than the 10% allowed. AMI has risen substantially over the past 6 years. The rent increases are not limited to Wellesley but impact the entire Boston Metropolitan Statistical Area.

The rents are generated by the Department of Housing and Urban Development (HUD) income limits. HUD adjusts the income on an annual basis. In March, HUD published their new incomes for the Boston-Cambridge-Quincy, MA-NH MSA. The rents below have been calculated and verified from DHCD from the income lines based on the requirements in the regulatory agreement:

“Monthly rents charged to tenants of the Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family who gross income equals eighty percent (80%) of the median income for the Area as provided by HUD, adjusted for household size....”

The rents are further defined that the one bedroom units shall be calculated using the applicable two person AMI and the two bedroom independent units shall be calculated using the applicable three person AMI.
### FAMILY SIZE

<table>
<thead>
<tr>
<th>Year</th>
<th>1 person</th>
<th>2 people</th>
<th>3 people</th>
<th>4 people</th>
<th>5 people</th>
<th>6 people</th>
<th>7 people</th>
<th>8 people</th>
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<td>2019</td>
<td>$62,450</td>
<td><strong>$71,400</strong></td>
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**Proposed Rents**

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<tr>
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<th>2018-2019*</th>
<th>Proposed Rents</th>
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<tr>
<td>One Bedroom</td>
<td>$1591.00</td>
<td>$1665.00</td>
<td>4.65% ($74)</td>
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<tr>
<td>Two Bedroom</td>
<td>$1780.00</td>
<td>$1880.00</td>
<td>5.6% ($100)</td>
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*Rates reflect the inclusion of utility costs (water, sewer, and electric)
Hi Meghan:

It has been a while since we have spoken. It is time for the 2019 rents for Wellesley Place to be reviewed. Attached is the 2019 complete rent package for your approval.

Wellesley Place has chosen to increase the one bedroom unit $74 over 2018 and $100 for the two bedroom units. This is significantly less that the 2019 income limits would allow. Had they gone the full amount the increase would have been $162 to $1,753 for a one bed and $183 to $1,963 for the two bed. We are asking approval for the following rents:

One Bedroom: $1,665
Two Bedroom: $1,880

Please let me know if you have any questions, otherwise I look forward to hearing from you.

Thank you.

Maureen O’Hagan
MCO Housing Services
P.O. Box 372
Harvard, MA  01451
978-456-8388
Fax: 978-456-8986
EM: maureen@mcohousingservices.com
www.mcohousingservices.com
MAXIMUM PROPERTY RENTS

YEAR: 2019 Income Limits

PROPERTY: Wellesley Place

FMR AREA: Boston

FINANCING PROGRAM: DHCD

Utility Allowance: Wellesley Housing Authority Effective: 1/1/2019

<table>
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<tr>
<th>Household Size</th>
<th>Boston</th>
<th>80% Median Income</th>
<th>Monthly Income</th>
<th>Max Rent*</th>
<th>Utility Allowance</th>
<th>Final Rent</th>
<th>Final Rent to Tenants</th>
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<tr>
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<td>2</td>
<td>$71,400</td>
<td>$5,950</td>
<td>$1,785</td>
<td>$32</td>
<td>$1,753</td>
<td>$1,665</td>
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<td>2 Bedroom</td>
<td>3</td>
<td>$80,300</td>
<td>$6,691</td>
<td>$2,007</td>
<td>$44</td>
<td>$1,963</td>
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* 30% of Median

Tenant Paid Utilities — Per Bedroom Count

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<tr>
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<th>One</th>
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<td>Heat Electric</td>
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<td>$0</td>
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<tr>
<td>Cooking-Electric</td>
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<td>Other Electric</td>
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<td>Water Heat-Elec</td>
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<td>Sewer</td>
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<td>Other</td>
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<tr>
<td>Total</td>
<td>$32</td>
<td>$44</td>
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Completed By: MCO Date: 4/29/2019
## FY 2019 Income Limits Documentation System

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

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<tr>
<th>FY 2019 Income Limit Area</th>
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<td>Very Low (50%) Income Limits ($)</td>
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<td>Low (80%) Income Limits ($)</td>
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<td></td>
<td>Explanation</td>
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**NOTE:** Wellesley town is part of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area, so all information presented here applies to all of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area.

The Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area contains the following areas:

**ESSEX COUNTY, MA TOWNS OF**
- Amesbury Town city, MA; Beverly city, MA; Danvers town, MA; Essex town, MA; Gloucester city, MA; Hamilton town, MA; Ipswich town, MA; Lynn city, MA; Lynnfield town, MA; Manchester-by-the-Sea town, MA; Marblehead town, MA; Middleton town, MA; Nahant town, MA; Newbury town, MA; Newburyport city, MA; Peabody city, MA; Rockport town, MA; Rowley town, MA; Salem city, MA; Salisbury town, MA; Saugus town, MA; Swampscott town, MA; Topsfield town, MA; Wenham town, MA;

**MIDDLESEX COUNTY, MA TOWNS OF**
- Acton town, MA; Arlington town, MA; Ashby town, MA; Ashland town, MA; Ayer town, MA; Bedford...
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<tr>
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<th>0 BR</th>
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<th>2BR</th>
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<td><strong>HEATING</strong></td>
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<tr>
<td>SINGLE FAMILY/DETACHED</td>
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<td>HIGH RISE 5 stories or more with elevator</td>
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<td>92</td>
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<td>* Water and Sewer for separately metered units only</td>
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<td><strong>ALL NAT. GAS ALLOW.</strong></td>
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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 2nd day of May, 2017 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 Wellesley ("the Municipality"), and Wellesley Place, LLC, a Massachusetts [corporation/limited partnership/limited liability company], having an address at 60 North Main St, Suite 7, Natick, Massachusetts 01760, 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 has constructed a rental housing development known as Wellesley Place, located at the rear of an 2.3-acre site on 978 Worcester Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"); The front portion of the site contains a commercial building. For purposes of this Agreement, the term "Project" shall mean only the residential building containing the Units, as defined below, and this Agreement shall have no application or effect regarding the commercial building.

WHEREAS, such Project is to consist of a total number of thirty six (36) rental dwellings (the "Units") and seven (7) 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;

May 2016
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 has constructed the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed are 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.

Four (4) of the Low and Moderate Income Units shall be one bedroom units;
Three (3) of the Low and Moderate Income Units shall be two bedroom units;
None of the Low and Moderate Income Units shall be three bedroom units;
and,
None of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- studio units - 250 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 MSA/HMFA/Non-Metropolitan County._

May 2016
(b) The monthly rents charged to tenants of the 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 for 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 the 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 at the Development as a Low and Moderate Income Unit.
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 upon reasonable notice to the Developer 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

May 2016
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 Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (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 in the normal course of business or Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, 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 Property without the prior written consent of DHCD and the Municipality.

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

   (i) 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

May 2016
the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

(ii) 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;

(iii) 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 (30) days after receipt of the request that either:

(i) The package requesting consent is incomplete, or

(ii) 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

(iii) 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.

(d) Notwithstanding the above, DHCD’s and Municipality’s consent under this

May 2016
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 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 or number of Low and Moderate Income Units. 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 Wellesley
525 Washington Street 3rd Floor
Wellesley, MA 02482

May 2016
Developer:  Wellesley Place, LLC
Louis P. Minicucci, JR. Manager
60 North Main Street, Suite 7
Natick, MA 01760

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 with respect to the residential building containing the Units only, and shall not apply to the commercial building.

(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 reasonably requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.


(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 reasonable satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, provided that if the default is of such nature that it may not be reasonably cured within thirty (30) days, then no Event Default shall occur hereunder if the Developer commences curing within such thirty (30) day period, and thereafter diligently and continuously pursues such cure to completion 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 Developer's breach of this Agreement, the Developer shall reimburse DHCD for all 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
Executed as a sealed instrument as of the date first above written.

DEVELOPER

Wellesley Place, LLC

By:  

Its:  Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By:  

Its:  Associate Director

MUNICIPALITY

Town of Wellesley

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.  

On this 20th day of April, 2017, before me, the undersigned notary public, personally appeared Michael F. Ooro [Manager, Wellesley Place, LLC], proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Manager of the [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name: Patrick J. Moyrihan
My Commission Expires: 10/6/17

May 2016
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk, ss.                              5/2, 2017

On this 2nd day of May, 2017 before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding document, as Associate Director 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.

BERTHA BORIN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 11, 2022

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk, ss.                              Apr 25, 2017

On this 25th day of April, 2017 before me, the undersigned notary public, personally appeared Meghan Freiman, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding document, as Chair of Selectmen for the City/Town of Wellesley, MA, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

MEGHAN C. JOP
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 23, 2023
CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to a certain Mortgage dated Aug 12, 2019 given by [Middletown Savings Bank] to Wellesley Place LLC, recorded with the Norfolk Registry of Deeds at Book 32493, Page 392 ("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.

[NAME OF LENDER]

By: ____________________________
Its: ____________________________

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF [insert county], ss. ____________

On this 24 day of April, 2017, before me, the undersigned notary public, personally appeared [insert name], proved to me through satisfactory evidence of identification, which were [insert type of identification], to be the person whose name is signed on the preceding document, as [insert title] of [insert name], Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_______________________________
Notary Public LINDA M. MILES
Print Name:
My Commission Expires: March 26, 2021

May 2016
EXHIBIT A

Re: Wellesley Place LLC

(Project name)

Wellesley, MA

(City/Town)

Wellesley Place LLC

(Developer)

Property Description

The land together with the buildings and improvements theron being shown as Lots 36 through 52, both inclusive, and Lots 53 through 69, both inclusive, and Stuart Road, on a plan of land entitled “Plan of Morse’s Pond Grove Wellesley-Natick, Mass. Otherwise known as 978 Worcester Street Rear, Wellesley, Mass.

Northerly by Worcester Road, 240.01 feet

Easterly by Lot 35 and Lot 19 through 31, both inclusive, an aggregate of 431.6 feet

Southerly by Morse’s Pond, 240.03 feet

Westerly by Lots 74 through 86, both inclusive, and Lot 70, 427.1 feet

May 2016
EXHIBIT B

Re:  

Wellesley Place  
978 Worcester Street (Rear)  

(Project name)  
Wellesley, MA  

(City/Town)  
Wellesley Place LLC  

(Developer)

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

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May 2016
9. **Overview of Future’s Act Resolution**

Lise will give an overview of the proposed Future’s Act that impacts gas utilities.
The F.U.T.U.R.E. Act (H.2849/S.1940)
An Act For a Utility Transition to Using Renewable Energy

Senator Cynthia Creem

CREATING A PATH TO THE FUTURE WE WANT

Massachusetts is a national leader in responding to climate change, currently committed to an 80% reduction in emissions by 2050.¹ Our electric utilities have been moving toward this goal for decades, increasing their purchase of local, clean renewable energy every year. This transition has resulted in 11,500 new jobs and more than $5 billion in new investment in the Commonwealth’s economy.² Our gas utilities and workers have been left out of this transition. No more.

The FUTURE Act maps a path to a safer renewable energy future, addresses the safety challenges of the current, neglected gas system, and puts the public back in the Department of Public Utilities.

WHERE WE ARE NOW:

● We saw the gas system collapse, igniting fires in the Merrimack Valley in September 2018.
● MA utilities reported 27,731 gas leaks in 2017, with 15,829 of the leaks unrepaired at year’s end.
● We know gas system leaks are accelerating climate change much faster than previously estimated.
● It will take decades to replace all the leaky gas pipes under our streets.
● Replacing gas pipes will cost gas customers over $9 billion for pipes that will be outdated by 2050.

WHAT IS NEEDED:

1. We need to keep our communities safe now.
2. We need to invest in modern renewable energy infrastructure for this century, not last century.
3. We need to ensure the public and our communities have a voice in planning our future.

WHAT IS POSSIBLE:

Renewable thermal technology is ready now to provide safe, clean and affordable home heating. It will keep money in our local economy and provide good jobs through heat pumps, thermal storage, solar thermal and heat delivered through modern district energy systems.³

IMPORTANT BENEFITS:

● Jobs: Creates green jobs that are easily transferrable to existing pipeline workers.
● Equity: Provides utility-scale renewable heat which gives equal access to clean, non-explosive energy to all
● Resilience: Balances energy sources in MA and cuts electric system peaks. In addition, pipes are secure underground and therefore reliable during extreme weather events such as storms and floods.

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¹ We support the bills asking the Commonwealth to continue to lead the nation by aiming for 100% reduction by 2050 (from 1990 levels)
³ District Energy distributes thermal energy to buildings through underground pipes. It is used on the Harvard & MIT campuses, as well as in cities such as Stockholm and Paris, and in countries such as Denmark.

May 22, 2019 Version
HOW the FUTURE BILL

➢ WORKS TO KEEP OUR COMMUNITIES SAFE NOW

- Improves coordination for gas leak repair between gas companies and cities or towns.
- Prevents paving over gas shutoff valves, so gas can be quickly shut off in emergencies.
- Mandates that gas leaks within the root zone of a tree, within 10 feet of a building, or within 150 feet of a school zone be fixed within 6 months.
- Makes gas companies notify the local fire chief within an hour of finding a dangerous leak.
- Requires that gas companies be audited annually for safety, performance, and leak reports.

➢ CREATEs A GAS SYSTEM PATH TO TRANSITION TO RENEWABLE ENERGY

- Allows gas companies to pipe renewable thermal energy to our homes, not just gas.
- Allows gas companies to replace leaky gas pipes with modern renewable thermal pipes.
- Includes a small fee, matching that on electric bills, to fund renewable energy projects.
- Requires gas companies to add more renewable thermal energy each year, moving our gas system and its workers towards a modern energy system with good, safe jobs.
- Ensures that new fossil fuel infrastructure can’t be billed to ratepayers past 2050.

➢ REFORMS OUR DEPARTMENT OF PUBLIC UTILITIES (DPU)

- Gives a voice and power to towns, legislators, and gas customers to address the DPU.
- Requires that the Governor consult with the Attorney General on DPU appointees.
- Allows people and towns to claim property damage from gas leaks, including for trees.
- Improves transparency by sharing maps, costs, and plans with towns and the public.

If gas is a bridge fuel, we are at the end of the bridge, and the FUTURE is now.

Prepared by the Gas Leaks Allies⁴, for more information, gasleaksallies@gmail.com

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ACT FOR UTILITY TRANSITION TO USING RENEWABLE ENERGY (FUTURE)
H.2849/S.1940

Road Map to the FUTURE Act for Empowering Municipalities

The FUTURE Act focuses on the problems with the distribution of natural gas in the Commonwealth. It addresses the crumbling infrastructure and immediate safety concerns in the wake of the September 2018 disaster in the Merrimack Valley. At the same time, it creates a path to the future by permitting gas companies to distribute renewable thermal energy to heat and cool our homes and provide hot water. Together, these measures will reduce greenhouse gas emissions and our Commonwealth’s dependence on fossil fuels as well as allow us to achieve our goal of a safer, healthier, livable climate for all.

The FUTURE Act includes:

- Stronger oversight of gas companies by the Department of Public Utilities (DPU) to expedite fixing gas leaks;
- Clear rules to strengthen gas safety standards for workers and the public;
- Increased coordination and transparency among the DPU, gas companies, and municipalities in the repair and replacement of leak-prone pipes;
- Funding, financial incentives, and renewable energy credits to encourage gas companies to distribute thermal renewable energy instead of gas, avoiding future stranded assets;
- Flexibility for municipalities to choose alternatives, such as district energy;
- Requiring the DPU to accommodate the mandates of the Global Warming Solutions Act;
- Requiring the DPU to consider equitable access to energy efficiency and renewable energy as well as the public’s health and safety in its decisions as it regulates gas and electric utilities; and
- Establishing a Governor’s Commission to make legislative and policy recommendations to ensure a safe, just, and expeditious transition to renewable energy by the year 2050.

Provisions in the FUTURE Act for Empowering Municipalities

A vast network of gas pipes runs under the streets and neighborhoods of cities and towns throughout the Commonwealth – consisting 21,663 miles of gas mains and 1,336,690 service lines to ratepayers, as reported by gas companies in 2017. With some 17,000 leaks, these pipes are leaking methane, polluting the air, killing street trees, endangering our neighborhoods, and costing us money – as ratepayers pay for the leaked gas. To repair or replace these pipes, gas companies have to dig up those streets, disrupting traffic, inconveniencing residents, and costing municipalities for road repair and lost street trees.

The FUTURE Act improves coordination between the gas companies and the municipalities and gives more authority and flexibility to municipalities in their choice of energy sources. It also gives municipalities an effective voice in DPU proceedings and permits them to pursue remedies with the DPU instead of the courts for damages incurred during gas company roadwork.
The FUTURE Act requires:

- **Street repair requirements.** When opening up a street to repair or replace gas infrastructure, gas companies required to: (1) survey the project area for the presence of leaks, (2) set a leak repair and replacement schedule, and (3) provide the municipality with the location, history, and grade of the leak, as well as the age, pressure, size and material of the pipe and the schedule for the replacement of any leak-prone infrastructure.

- **Reports to municipalities.** Gas companies required to provide the municipality when the work is completed with a report from a certified gas inspector: (1) that the new infrastructure is free from defects, (2) that the shutoff valves and gate boxes are accessible and working, and (3) that the work was completed according to state and federal regulations.

- **Plans to municipalities.** DPU required to send infrastructure plans submitted by a gas company to each municipality affected by the plans.

- **Municipal aggregation.** DPU required to issue regulations authorizing expansion of municipal aggregation for district energy where it will reduce greenhouse gases and consumer cost.

The FUTURE Act permits:

- **Participation in DPU hearings.** Municipalities permitted to participate fully in DPU adjudicatory proceedings related to its service territory, as may a member of the legislature whose district is in that service area or 10 or more ratepayers from that service area.

- **Claims for property damage.** Municipalities permitted to submit to the DPU a claim for property damage, including trees killed by gas leaks or by gas pipe repair or replacement, as verified by a certified arborist.

- **Claims for breach of franchise.** Municipalities permitted to file a complaint with the DPU against an electric or gas company for breach of franchise or of DPU regulations, with DPU required to hold a public hearing and to publish its opinion.

The FUTURE Act authorizes:

- **Local energy services.** Municipalities, state agencies, or gas or electric ratepayers authorized to procure local or district energy services and to establish an energy microgrid, using a public right of way for energy generation or resiliency.

- **Utility franchises.** Municipalities, every 10 years, authorized to condition the establishment or renewal of an exclusive gas or electric franchise upon compliance with the municipality’s regulations, including the underground placement of distribution lines and facilities.

- **Fees for utility franchise.** Municipalities authorized to include in the franchise agreement a requirement for the electric or gas company to pay fees to raise revenue or to defray any increase in municipal costs resulting from the company’s operations, as well as a requirement to provide the municipality with information about the gas or electric infrastructure and operations. Fees may be based upon gross operating revenues or upon gross earnings revenues and may not be recovered in a proceeding under section 94 of chapter 164. (Such franchise agreements are common in Colorado, Minnesota, Washington, Florida, and elsewhere, giving municipalities the ability to negotiate better terms on rates, renewable energy, and other issues.)
The Commonwealth of Massachusetts

PRESENTED BY:

Lori A. Ehrlich and Christina A. Minicucci

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act for utility transition to using renewable energy (FUTURE).

PETITION OF:

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An Act for utility transition to using renewable energy (FUTURE).

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 1 of chapter 21N, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after line 35, the following words and lines:-

“Fossil fuel”, coal, coke, distillate oil, residual oil, used oil fuel, natural gas, manufactured gas, peat and derivatives from such fuels.

SECTION 2. Said section 1 of chapter 21N, as so appearing, is hereby amended by striking out lines 50 through 52, and inserting in place thereof the following:-

“Indirect emissions”, emissions associated with the distribution and consumption of purchased electricity, natural gas and other sources of energy derived from fossil fuels, steam and heating or cooling by an entity or facility.

SECTION 3. Said section 1 of chapter 21N, as so appearing, is hereby amended by inserting, in line 72, after the word “including” the following:-
“(i)”.  

SECTION 4. Said section 1 of chapter 21N. as so appearing, is hereby amended by inserting, in line 76, after the word “imported;” the following words:-

“(ii) all emissions of greenhouse gases from the delivery and consumption of natural gas in the commonwealth, including emissions from lost and unaccounted for gas as defined in section 147 of chapter 164; (iii) all emissions of greenhouse gases from any energy source derived from fossil fuels; and (iv) all emissions of biomass, biogas and liquid biofuel technologies,”.

SECTION 5. Subsection (a) of section 2 of said chapter 21N, as so appearing, is hereby amended by striking out, lines 35 through 39, after the words “chapter 164A” in line 35, and inserting in place thereof the following paragraphs:-

“(6) require reporting of greenhouse gas emissions from natural gas distributed by a gas company as defined in section 1 of chapter 164, including emissions from lost and unaccounted for gas as defined in section 147 of chapter 164; (7) ensure rigorous and consistent accounting of emissions and provide reporting tools and formats to ensure collection of necessary data; and (8) ensure that greenhouse gas emissions sources maintain comprehensive records of all reported greenhouse gas emissions.”

SECTION 6. Subsection (c) of section 3 of said chapter 21N, as so appearing, is hereby amended by inserting, in line 21, after the word “sector” the following words:-

“and the natural gas sector”.

4 of 32
SECTION 7. Said subsection (c) of section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 23, after the word “based” the following:-

“(i)”.

SECTION 8. Said subsection (c) of section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 26, after the word “standard” the following:-

“(ii) on the consumption and purchases of natural gas entering the commonwealth through the natural gas city gates, and (iii) on the consumption and purchases of any other source of greenhouse gases.”

SECTION 9. Subsection (d) of said section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 27, after the word “regulations” the following words:-

“that apply to all sources in the commonwealth that emit greenhouse gases”.

SECTION 10. Subsection (a) of section 4 of said chapter 21N, as so appearing, is hereby amended by inserting, in line 8, after the word “generation,” the following words:-

“distribution of natural gas,”.

SECTION 11. Said subsection (a) of section 4 of chapter 21N, as so appearing, is hereby amended by inserting, in line 13, after the word “manner” the following words:-

“; provided, however, that nothing in this section shall impede the transition of the commonwealth to non-emitting renewable sources of energy.”

SECTION 12. Subsection (b) of section 4 of said chapter 21N, as so appearing, is hereby further amended by inserting, in line 20, after the word “economy,” the following words:-
“including distribution of natural gas, heating oil and propane.”.

SECTION 13. Section 9 of said chapter 21N, as so appearing, is hereby amended by striking out, in line 2, the words “public utility commission” and inserting in place thereof the following words:-

“department of public utilities”.

SECTION 14. Said section 9 of chapter 21N, as so appearing, is hereby further amended by striking out, in line 2, after the word “electrical” the word “utility” and inserting in place thereof the following words:-

“company or a gas company”.

SECTION 15. Said section 9 of chapter 21N, as so appearing, is hereby further amended by inserting, in line 3, after the word “service” the following words:-

“or with safe and reliable natural gas service, provided, however, that the department of public utilities shall actively encourage a transition from the use of natural gas or other fossil fuels to the use of non-emitting renewable energy sources.”

SECTION 16. Subsection (c) of said section 9 of chapter 23J, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting, in line 45, after the word “facilities” the following:-

“and with the distribution and consumption of fossil fuels, including but not limited to, oil and natural gas;”
SECTION 17. Subsection (d) of said section 9 of chapter 23J, as so appearing, is amended by inserting, in line 76, after the word “electricity” the following words:–

“and the transition to the use of renewable energy by all energy customers in the commonwealth including, but not limited to, customers using natural gas, fuel oil and propane;”

SECTION 18. Chapter 25, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after section 1 the following section:–

Section 1A. In administering its responsibilities under this and other chapters of the general laws, the department shall promote the interest of the public, including equitable access to energy efficiency and renewable energy and shall actively promote implementation of the provisions of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.

SECTION 19. Section 2 of said chapter 25, as so appearing, is hereby amended by striking out lines 1 through 18, after the words “Section 2.” and inserting in place thereof the following paragraph:–

“The department shall be under the supervision and control of the commonwealth utilities commission, in this chapter called the commission, which shall consist of 3 members appointed by the governor in consultation with the attorney general following an opportunity for the public to provide written comments. Prospective appointees shall disclose any potential conflicts of interest, including any financial interest in the energy sector. The terms of two such commissioners shall be coterminous with that of the governor, and the term of the third member shall be for 4 years. The commissioners shall report to the secretary of energy and environmental affairs. The secretary may remove a commissioner upon the approval of the governor. The
secretary shall designate one commissioner as chairman, who shall serve as chairman for 2 years, and may be reappointed, unless removed as chairman by the secretary, with the approval of the governor. Commission members shall have background and expertise in renewable energy and in electricity or natural gas matters. The commissioners shall devote their full time to the duties of their office. Not more than 2 members of the commission shall be members of the same political party. Any decision made or order issued by the commission may be made by majority vote of a quorum of 2 members."

SECTION 20. Subsection (b) of section 19 of said chapter 25, as so appearing, is hereby amended by inserting after the word “programs”, in line 32, the following:-

“and may approve and fund renewable energy and district energy infrastructure programs proposed by gas distribution companies.”

SECTION 21. Said subsection (b) of section 19 of said chapter 25, as so appearing, is hereby further amended by inserting, in line 39, after the word “opportunities,” the following words:- “maximizing the use of renewable energy and the reduction of greenhouse gas emissions pursuant to the mandates of chapter 21N, and”.

SECTION 22. Subsection (a) of section 20 of said chapter 25, as so appearing, is hereby amended by inserting, in line 2, the following words:-

“14.65 mill per therm for all natural gas customers and a mandatory charge of”.

SECTION 23. Subsection (a) of section 11F 1/2 of chapter 25A, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting, in line 3, after the word “commonwealth” the following words:-
“and for all retail gas suppliers selling gas for useful thermal energy to end-use customers in the commonwealth.”

SECTION 24. Said subsection (a) of said section 11F 1/2 of chapter 25A, as so appearing, is hereby amended by inserting, in line 11, after the word “sources.” the following sentence:-

“Every such retail electric supplier and every such retail gas supplier shall obtain and retire annually alternative energy credits generated by renewable thermal technologies.”

SECTION 25. Said section 11F 1/2 of chapter 25A, as so appearing, is hereby amended by inserting after subsection (e) the following subsection:-

(f) The department shall determine the requirement for each retail electric supplier and each retail gas supplier to obtain and annually retire renewable thermal alternative energy credits, provided, however, that such requirement shall be proportional to the annual thermal energy consumed by each such supplier’s customers and shall be established so as to effect a transition for all heating oil customers in the commonwealth from oil-fired thermal energy technologies to renewable thermal energy technologies by December 31, 2030, and to effect a transition for all other customers of fossil fuel thermal energy sources to renewable thermal energy technologies by December 31, 2048.

SECTION 26. Chapter 30A, as so appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after section 10A the following section:-

Section 10B. Notwithstanding the provisions of section 10, in any adjudicatory proceeding conducted by the department of public utilities regarding any petition, request for
approval or investigation of a gas company or an electric company, as defined in section 1 of chapter 164, the following shall be allowed to participate fully as a party in such proceeding: (a) any municipality that is within the service area of such company; (b) any member of the general court whose district includes ratepayers within the service area of such company; and (c) any group of not fewer than 10 persons who are ratepayers within the service area of such company.

SECTION 27. Section 1 of Chapter 164, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by striking out, lines 201 through 205, and inserting in place thereof the following:—

“Gas company”, a corporation organized for the purpose of making and selling or distributing and selling gas within the commonwealth, even though subsequently authorized by the department to make or sell electricity or to make, distribute or sell thermal energy, provided, however, that such thermal energy will reduce emissions of greenhouse gases in accordance with chapter 21N; further provided, however, that gas company shall not mean an alternative energy provider.

SECTION 28. Subsection (a) of section 1E of said chapter 164, as so appearing, is hereby amended by inserting after the word “standards”, in line 7, the following:—

“for”.

SECTION 29. Said subsection (a) of section 1E of chapter 164, as so appearing, is hereby amended by striking out, in line 10, after the words “billing service,”, lines 10 through 13, and inserting in place thereof the following:—
“compliance with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging use of renewable sources of energy and public health and safety, provided, however, that such service quality standards shall include benchmarks for employee staff levels and employee training programs for each such distribution, transmission, and gas company.”

SECTION 30. Section 1I of said chapter 164, as so appearing, is hereby amended by striking out, in line 6, the following words:-

“be authorized to”.

SECTION 31. Said chapter 164, as so appearing, is hereby amended by inserting after section 1K the following section:-

Section 1L. No right to exclusive service or franchise established within Section 1B or elsewhere in this chapter shall prevent a municipality, an agency of the commonwealth or private electric or gas customers within the service territory of an electric or gas company from procuring local or district energy services, establishing an energy microgrid, or utilizing public rights of way for the purposes of energy generation or resiliency.

SECTION 32. Section 5 of said chapter 164, as so appearing, is hereby amended by striking out, in line 9, the words “will be promoted thereby” and inserting in place thereof the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy will be promoted thereby.”
SECTION 33. Subsection (a) of section 8A of said chapter 164, as so appearing, is hereby amended by striking out the words “convenience will be promoted thereby;”, in lines 13 and 14, and inserting in place thereof the following:—

“health, safety and convenience will be promoted thereby, and that the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy will be promoted thereby;”

SECTION 34. Section 69H of said chapter 164, as so appearing, is hereby amended by striking out, in line 6, the following words “at the lowest possible cost” and inserting in the place thereof the following:—

“and public health and safety at the lowest possible cost in compliance with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 35. Said section 69H of chapter 164, as so appearing, is hereby amended inserting after the word “environmental”, in line 7” the following words:—

“and public health and safety”.

SECTION 36. Said section 69H of chapter 164, as so appearing, is hereby further amended by inserting, in line 13, after the word “facilities” the following:—

“, subject to the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 37. Section 69I of said chapter 164, as so appearing, is hereby amended by inserting, in line 11, after the words “electric companies” the following:—
“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy”.

SECTION 38. Said section 69I of said chapter 164, as so appearing, is hereby further amended by inserting, in line 11, after the words “electric companies” the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 39. Subparagraph (2) of said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 37, the words “and energy policies as adopted by the commonwealth” and inserting in place thereof the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy and other energy policies as adopted by the commonwealth.”

SECTION 40. Subparagraph (3) of said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in lines 48 through 49, the words “impact of each proposed facility” and inserting in the place thereof the following:-

“and public health and safety impact of each proposed facility and its emission of greenhouse gases;”

SECTION 41. Said subparagraph (3) of section 69I of chapter 164, as so appearing, is hereby further amended by inserting, in line 56, after the words “radiation impact,” the following words:-

“public health and safety impact.”.
SECTION 42. Said subparagraph (3) of section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 63, the following words: “impacts, facilities agreements and” and inserting in the place thereof the following words:-

“and public health and safety impacts, emissions of greenhouse gases, facilities agreements and compliance with the mandates of chapter 21N to reduce greenhouse gases by reducing energy use, increasing efficiency and encouraging renewable sources of energy and other”.

SECTION 43. Said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 78, the following words “, environmental protection,” and inserting in place thereof the following:-

“and safety, environmental protection, reduction in greenhouse gas emissions as mandated by chapter 21N by reducing energy use, increasing efficiency and encouraging renewable sources of energy,”.

SECTION 44. Said section 69I, of said chapter 164, as so appearing, is hereby further amended by inserting, in line 82, after the words “impact on the environment” the following words:-

“and public health and safety”.

SECTION 45. Said section 69I of said chapter 164, as so appearing, is hereby further amended by inserting, in line 109, after the word “interest” the following words:-
“; provided, however, that such exemption complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging use of renewable sources of energy.”

SECTION 46. Section 70 of said chapter 164, as so appearing, is hereby amended by inserting, in line 9, after the word “nuisance.” the following:-

“For the purposes of this section, damage to property shall include any tree on public property damaged or killed by gas migrating into the root zone of such tree, as defined as the area of the ground under the canopy of such tree; or by construction during the course of repairing or replacing gas infrastructure. A municipality or person whose property is alleged to have been damaged by a gas company may submit a claim for such damages with the department which shall follow the procedures of chapter 30A for the resolution of any such claim, provided, however, that such claim for damage to a tree as a result of a gas leak must be substantiated by a certified arborist. Nothing in this section shall prevent a municipality from further regulating the opening of streets or the use of public ways by a gas company, or from conditioning the consent of such municipality to dig up and open the ground.”

SECTION 47. Said chapter 164, as so appearing, is hereby amended by striking out section 75 and inserting in place thereof the following section:-

Section 75. (a) The city council, aldermen or selectmen of a municipality may regulate, restrict and control all acts and doings of a corporation subject to this chapter which may in any manner affect the health, safety, convenience or property of the inhabitants of their towns. Beginning in January 1, 2020, a municipality may require an electric company or a gas company to establish or renew a license, permit, right or franchise agreement in accordance with the terms,
conditions and limitations of regulatory acts of the municipality, including the placing of
distribution lines and facilities underground. An electric company or gas company required by
municipal ordinance to establish a franchise agreement shall enact such agreement in order to
retain the exclusive obligation to provide distribution service to all retail customers within its
service territory. Such franchise may be established in 10-year increments and may be
renegotiated and renewed upon expiration or in the year prior to expiration. Under the license,
permit, right or franchise, an electric company or a gas company may be obligated by a
municipality (i) to pay to such municipality fees to raise revenue or to defray any increase in
municipal costs accruing as a result of operations by such company; and (ii) to share data or
information regarding electric or gas infrastructure or operations, provided that such data would
not unreasonably expose Critical Energy/Electric Infrastructure Information as designated by the
Federal Energy Regulatory Commission. Such fees may include, but not be limited to, a sum of
money based upon gross operating revenues or upon gross earnings from the operations of such
company in such municipality so long as such company shall continue to operate in such
municipality, unless upon request at any time of such company, such municipality expressly
releases such company from the obligation. No fees charged pursuant to this section shall be
recoverable by such company in a proceeding conducted in accordance with Section 94 of this
Chapter.

(b) A municipality may file with the department a complaint alleging a breach by an
electric or gas company of its franchise or of any regulation issued by such department. The
department shall investigate any such complaint, including holding a public hearing at which the
municipality shall participate as a party, according to the procedures of chapter 30A. The
department shall issue a written decision describing the resolution of such complaint, which
decision shall be made public.

SECTION 48. Section 76 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 5, after the words “with reference to the” the following words:-

“public health and”.

SECTION 49. Section 76C of said chapter 164, as so appearing, is hereby amended by
inserting, in line 3, after the word “thereof.” the following:-

“In establishing and enforcing such rules and regulations, the department shall comply
with the commonwealth’s plan for statewide greenhouse gas emissions limits as mandated by
chapter 21N to reduce energy use, increase efficiency and encourage renewable sources of
energy.”

SECTION 50. Said chapter 164, as so appearing, is hereby amended by inserting after
section 94I the following section:-

Section 94J. (a) Any base rate proceeding conducted by the department under section 94
for electric companies or gas companies must include full decoupling, as specified in D.P.U. 07-
50-A. The department shall consider the impact of decoupling on the gas or electric company's
return on equity and make any necessary adjustments thereto.

(b) In any base rate proceeding commencing on or after July 31, 2020, the department
may not approve a decoupling mechanism for gas companies based on a revenue per customer
approach, or any other method that disincentivizes customers using fossil fuel for heating and
cooling from converting to use of heat pumps, solar thermal, or other heating or cooling
technologies using renewable sources of energy that do not emit greenhouse gases.

SECTION 51. Section 116B of said chapter 164, as so appearing, is hereby amended by
inserting, in line 5, after the word “ accessible” the following words:-

“; provided, further, that the gas company shall comply with the requirements of section
144.”

SECTION 52. Section 141 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 4, after the word “efficiency,” the following words:-

“the replacement of natural gas infrastructure with district energy infrastructure and the
reduction of greenhouse gases as mandated by chapter 21N to reduce energy use, increase
efficiency and encourage renewable sources of energy, including the reduction of lost and
unaccounted for gas as defined in section 147,”.

SECTION 53. Said section 141 of chapter 164, as so appearing, is hereby amended by
inserting, in line 7, after the word “discount.” the following:-

“The department shall not approve rate designs or other plans that include payment by a
gas company or an electric company of fees or other costs associated with membership in trade
associations or similar associations.”

SECTION 54. Section 142 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 3, after the word “power” the following words:-

“and district energy,”.
SECTION 55. Said section 142 of chapter 164, as so appearing, is hereby further amending by striking out, lines 5 to 8, beginning with the words “For the purposes” and inserting in place thereof the following:-

“The department shall issue regulations to expand municipal aggregation provided in section 134 of chapter 164 to authorize a municipality or group of municipalities to establish district energy where it will result in reducing greenhouse gas emissions, reducing consumer cost and improving public health and safety. For the purposes of this section, “efficient, low-emission” shall mean use of the best available energy efficient technology, as determined annually by the department of energy resources, for the purpose of meeting the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 56. Subsection (b)(2) of section 144 of said chapter 164, as so appearing, is hereby amended by striking out, in line 11, the words “whenever appropriate and feasible,”.

SECTION X. Said subsection (b)(2) of section 144 of chapter 164, as so appearing, is hereby amended by inserting, in line 12, after the word “notify” the following words:-

“within an hour or less of detection”.

SECTION 57. Subsection (b)(3) of said section 144 of chapter 164, as so appearing, is hereby amended by striking out, lines 16 through 22, after the word “future”, and inserting in place thereof the following:-

“hazard to be completed as immediately as possible. The gas company shall immediately schedule a completion of repairs, such repair to be completed within 6 months, and the condition
of such leak shall be kept under surveillance at a frequency of not less than once every two
weeks until the hazard or source of the leak is eliminated. For the purposes of this section, a
Grade 2 leak shall include: (i) any leak migrating into the root zone of a tree, defined as co-
extensive with the canopy of such tree; (ii) any leak within 10 feet of any foundation or wall; (iii)
any gas-in-air reading of up to 1 per cent in any manhole or confined space; (iv) any leak deemed
of sufficient magnitude by the fire chief of a municipality to be hazardous or to be a public
nuisance; and (v) any gas leak within 150 feet of a school zone, as defined in subsection (d). A
gas company shall notify within an hour or less of detection the fire department and chief law
enforcement officer in each city or town where a Grade 2 leak is identified.

(A) A municipality or person whose property is alleged to have been damaged by a gas
company may submit a claim for such damages with the department, which shall follow the
procedures of chapter 30A for the resolution of any such claim.

(B) Any suspected damage to a tree due to a natural gas leak should be reported to the gas
company for mandatory inspection by a qualified arborist. If a qualified arborist determines that
a tree is damaged or killed by a natural gas leak, the gas company shall provide the entity which
owns the tree with the funds of equal or greater value to replace the compromised tree. The
department shall promulgate rules and regulations to implement this section.

SECTION 58. Said subsection (b) (4) of section 144 of chapter 164, as so appearing, is
hereby amended by inserting after the word “safety.”, in line 32, the following:-

“A gas company shall notify within an hour or less of detection the fire department and
chief law enforcement officer in each city or town where a Grade 3 leak is identified.”
SECTION 59. Said section 144 of chapter 164, as so appearing, is here by amended by striking out subsection (c), in lines 33 through 48, and inserting in place thereof the following:-

(c) (1) For the purposes of this subsection, a Grade 3 leak identified as having a significant environmental impact shall be defined by the department, and such definition shall include those leaks whose estimated gas emissions per day are in the top 7% of all Grade 3 leaks in the commonwealth.

(2) Upon the undertaking of a significant project on a public way exposing confirmed natural gas infrastructure, and with sufficient notice, a municipality or the commonwealth shall submit written notification of the project to a gas company. In response to such notice from the municipality or upon seeking a permit from a municipality to open a public way for the purpose of repairing or replacing leak-prone infrastructure, the gas company shall survey the project area for the presence of Grade 1 leaks, Grade 2 leaks and Grade 3 leaks identified as having a significant environmental impact and shall set repair and replacement schedules for all known or newly detected Grade 1 leaks, Grade 2 leaks and Grade 3 leaks identified as having a significant environmental impact. The gas company shall provide to such municipality for each such leak, the location, history, and grade classification as defined in this section, and for each such pipeline, the age, type, condition, operating pressure, size and material. Upon completion of any repair or replacement of leak-prone infrastructure, the gas company shall provide to such municipality a report from a certified gas inspector that (i) all pipes are installed at the proper depth and all new joints are sealed; (ii) all gas shutoff valves and gate boxes are uncovered, accessible, operational, tested and capable of accepting a gate key; (iii) the repaired or replaced infrastructure is free from defects that could cause new leaks; and (iv) the repair or replacement has otherwise been properly completed according to state and federal regulations.
SECTION 60. Said section 144 of chapter 164, as so appearing, is hereby amended by striking out subsection (d), in lines 49 through 54, and inserting in place thereof the following:-

(d) A gas company shall survey pipelines in every school zone at least once every 12 months or during the next scheduled survey, whichever is sooner. Grade 3 gas leaks detected in a school zone shall be repaired by the gas company no later than 6 months from the date the leak was detected. Grade 1 leaks and Grade 2 leaks shall be repaired as required in subsection (b) of this section. For the purposes of this section, "school zone" shall mean on or within 150 feet of the real property comprising a public or private accredited preschool, accredited Head Start facility, elementary, vocational or secondary school.

SECTION 61. Said section 144 of chapter 164, as so appearing, is hereby amended by striking out subsection (e), in lines 55 through 63, and inserting in place thereof the following:-

(e) (1) For the purposes of this subsection, the following words shall have the following meaning:-

“global positioning system,” a positioning system using satellites that continuously transmit coded information. The information transmitted from the satellites is interpreted by receivers to precisely identify locations on earth by measuring distance from the satellites.

(2) As part of the annual service quality standards report required by section 11, each gas company shall report to the department the following data as of the time of the report: (i) the location of each Grade 1, Grade 2 and Grade 3 leak; (ii) the date each Grade 1, Grade 2 and Grade 3 leak was classified; (iii) the dates of repairs performed on each Grade 1, Grade 2 and Grade 3 leak; and (iv) the positioning of each such leak according to the global positioning
system. A gas company shall specify any reclassification of previously identified leaks in its annual report.

(3) The annual service quality standards report shall be posted electronically and publically by March 1 by the department in spreadsheet format, which shall include, or be accompanied by, definitions of terms or acronyms, methodologies and instrumentation used to detect a gas leak and to determine its grade, emissions, volume and emissions impact. The report shall include the cost to ratepayers of (i) lost and unaccounted for gas; (ii) system maintenance; (iii) leak-prone infrastructure replacements and percent remaining under plans mandated by subsection (b) of section 145; (iv) safety violations by each gas company, including but not limited to, over pressurization incidents, third-party hits, and natural force pipe failures, reported both as absolute numbers as well as by incidents per linear mile of pipe; (v) the cost of replacing all leak-prone infrastructure as compared to repairing all known gas leaks in the commonwealth; and (vi) progress by the department and the gas companies regulated under this chapter towards achieving the targets and benchmarks mandated by chapter 21N. The department shall post a map of all leaks by grade classification, updated quarterly, showing the location of such leaks throughout the commonwealth.

SECTION 62. Subsection (f) of said section 144 of chapter 164, as so appearing, is hereby amended by inserting, in lines 66 through 67, after the word “reporting.” the following:

“Such oversight and monitoring by the department shall include an annual audit of leak classifications assessed by gas companies in the commonwealth, to be conducted by a qualified independent contractor. The independent contractor shall be chosen jointly by the department and the attorney general. The audit shall include (i) a randomly selected representative sample of
reported leaks; (ii) leak classification; (iii) leak extent measurement; and the (iv) success of the leak repairs. The department shall make such audit available to the public within 30 days of its issuance.”

SECTION 63. Said section 144 of chapter 164, as so appearing, is hereby amended by inserting after subsection (f), the following:-

(g) The department shall promulgate regulations establishing uniform standards for winter surveillance and patrol of cast iron pipes subject to hazardous frost cap conditions. Such standards shall meet or exceed federally mandated standards for integrity management requirements for distribution pipelines and shall include criteria to determine the conditions of weather, the duration and oscillation of temperatures around and below 32 degrees Fahrenheit, the type and size of cast iron pipe segments that are prone to cracks and leaks as a result of extended frost cap conditions and the frequency of surveillance and patrol necessary to ensure public safety from hazardous leaks caused by such cracks. Such winter surveillance and patrol standards shall be in effect from December 15 to March 15 unless weather conditions warrant an earlier start or later end date. Such regulations shall be promulgated by the department within 6 months of the effective date of this provision.

SECTION 64. Subsection (a) of section 145 of said chapter 164, as so appearing, is hereby amended by inserting, in line 7, after the word “public” the following words:-

“health and”.

SECTION 65. Said subsection (a) of section 145 of chapter 164, as so appearing, is hereby amended by inserting, in line 14, after the word “proceeding.” the following:- “Such eligible infrastructure replacement may include replacing natural gas infrastructure with district
energy infrastructure, provided, however, that such district energy infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 66. Section 145 of said chapter 164, as so appearing, is hereby amended by striking out subsection (b) and inserting in place thereof the following subsection:-

(b) A gas company shall file with the department a plan to address aging or leaking natural gas infrastructure within the commonwealth in the interest of public health and safety and reducing lost and unaccounted for natural gas through a reduction in natural gas system leaks by number and by volume.

SECTION 67. Section 145 of said chapter 164, as so appearing, is hereby amended by striking out subsection (c) and inserting in place thereof the following subsection:-

(c) (1) For the purposes of this subsection, a Grade 3 leak identified as having a significant environmental impact shall be defined by the department, and such definition shall include those leaks whose estimated gas emissions per day are in the top 7% of all Grade 3 leaks in the commonwealth.

(2) Any plan filed with the department shall include, but not be limited to: (i) eligible infrastructure replacement or repair of mains, services, meter sets and other ancillary facilities composed of non-cathodically protected steel, cast iron and wrought iron, prioritized to implement the federal gas distribution pipeline integrity management plan annually submitted to the department and consistent with subpart P of 49 C.F.R. part 192; (ii) replacement infrastructure proposed, including gas infrastructure or district energy infrastructure; (iii) an anticipated timeline for the completion of each project; (iv) the estimated cost of each project;
(v) rate change requests; (vi) a description of customer costs and benefits under the plan; (vii) work plans including location by street segments of leak-prone infrastructure scheduled to be replaced as required by this section; (viii) how the replacement infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy, and (viii) any other information the department considers necessary to evaluate the plan. Such improvement of existing infrastructure may include repair rather than replacement of a pipe having a grade 3 leak identified as having a significant environmental impact as classified by section 144 (c), provided, however that such repair shall be cost effective and shall comply with applicable safety regulations related to pipeline infrastructure. Such plan filed with the department may include an alternative other than natural gas to provide thermal energy using renewable sources.

(3) Upon filing an initial plan under this section, a gas company shall include a timeline for removing all leak-prone infrastructure on an accelerated basis specifying an annual replacement pace and program end date with a target end date of either (i) not more than 20 years, or (ii) a reasonable target end date considering the allowable recovery cap established pursuant to subsection (f). The department shall not approve a timeline as part of a plan unless the allowable recovery cap established pursuant to subsection (f) provides the gas company with a reasonable opportunity to recover the costs associated with removing all leak-prone infrastructure on the accelerated basis set forth under the timeline utilizing the cost recovery mechanism established pursuant to this section, provided, however, that no depreciation associated with the replacement of infrastructure delivering natural gas shall be claimed by such gas company after 2050 unless such infrastructure has the capacity to deliver thermal heat from renewable sources of energy. After filing the initial plan, a gas company shall, at 5 year intervals,
provide the department with a summary of its replacement progress to date, a summary of work to be completed during the next 5 years, a report of any remaining leak-prone infrastructure by street segment remaining in the service territory of the gas company and any similar information the department may require. The department may require a gas company to file an updated long-term timeline as part of a plan if it alters the cap established pursuant to subsection (f).

SECTION 68. Subsection (d) of said section 145 of said chapter 164, as so appearing, is hereby amended by inserting, in line 63, after the word “public” the following words:-

“health and”.

SECTION 69. Subsection (h) of said section 145 of chapter 164, as so appearing, is hereby amended by inserting, in line 111, after the word “section.” the following:-

“Such regulations may permit and structure a performance-based financial incentive to a gas company to build eligible district energy infrastructure, provided, however, that such infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 70. Said section 145 of chapter 164, as so appearing, is hereby amended by inserting after subsection (h) the following subsection:-

(i) Within 30 days of approval of any plan submitted to the department by a gas company for replacement or improvement of any existing infrastructure pursuant to this section, the department shall send such plan and such approval to the municipality whose service territory is covered by such plan.
SECTION 71. (a) There is hereby established within the office of the governor a Clean Energy Transition Commission to make recommendations to the governor and the general court for legislation, regulations and policies to ensure a safe, just and expeditious transition in the commonwealth from energy derived from fossil fuels to energy derived from clean, renewable sources, in order to reach 100% reduction in greenhouse gas emissions below the 1990 level by 2050.

(b) Such commission shall be chaired by the lieutenant governor and shall consist of 25 members appointed or re-appointed by the governor for specific terms in consultation with the president of the senate, the speaker of the house of representatives and the attorney general, reflecting the cultural and geographical diversity of the commonwealth. Such members shall include 2 representatives from the senate, 2 representatives from the house of representatives, the attorney general, the secretary of energy and environmental affairs, the chairman of the public utilities commission, the commissioner of the department of environmental protection, the commissioner of the department of energy resources, 1 representative from the Metropolitan Area Planning Council, 1 expert on solar energy technology and markets, 1 expert on wind energy technology and markets, 1 expert on geothermal energy technology and markets, 1 expert on energy efficiency initiatives, 1 representative of organized labor appointed from a list of three qualified names submitted by the Massachusetts State Labor Council of the AFL-CIO, 1 representative from community-based organizations focused on environmental equity, 1 representative from community-based organizations focused on inter-generational energy equity, 1 representative from faith-based organizations focused on climate change, 1 representative from youth organizations focused on climate change and 2 representatives from environmental advocacy organizations. In addition to the members of the commission, there shall be 1 non-
voting ex-officio member from each of the following: 1 representative of an investor-owned
electric company, 1 representative of an investor-owned gas company, 1 representative of a
district energy company, 1 representative of a renewable energy company, 1 representative of the
Independent Service Operator - New England and 1 representative of the New England Clean
Energy Council. A vacancy on the commission shall be filled in the manner in which the
original appointment was made. Members of the commission shall receive no compensation for
their services. No voting member of the commission shall be employed by a for-profit company
that will directly benefit from decisions made by the commission.

(c) Such commission shall have such staff as is required, including an executive director
appointed by the governor, to carry out its functions and shall have funding from the
Massachusetts Renewable Energy Trust Fund to hire and convene such staff and experts as it
requires. The executive director with the approval of the lieutenant governor as chair of such
commission shall carry out the administrative work of the commission and shall organize
working groups to execute the mandates of such commission. Members of such working groups
shall be appointed by the chair of such commission upon the recommendations of members of
such commission and shall reflect the cultural and geographic diversity of the commonwealth
and shall include subject matter experts on the specific mandates of the commission.

(d) Such commission shall meet at minimum once every two months or more often as the
chair directs, shall set annual goals and shall annually hold public hearings throughout the
commonwealth that include opportunities for invited panelists as well as members of the public
to present testimony. Such commission may request from agencies of the commonwealth such
information and assistance as it may require, provided, further that such agencies are authorized
to designate staff and financial resources necessary to carry out the work of such commission.
Such commission shall provide an annual report by October 1 of each year to the governor and the general court that includes its findings and recommendations for legislative, regulatory and policy changes to ensure that by 2050 the commonwealth achieves a complete and just transition from energy derived from fossil fuels to energy derived from non-emitting renewable sources of energy. Such report shall include any updates to the commonwealth’s clean energy transition plan. In developing its findings and recommendations, such commission shall authorize and review research related to its mandates.

(e) Such commission is charged with developing a comprehensive plan to ensure a safe, just and expeditious transition in the commonwealth from energy derived from fossil fuels to energy derived from clean, renewable sources, to reach 100% reduction in greenhouse gas emissions by 2050 from the 1990 level. Such annually updated commonwealth clean energy transition plan shall include but not be limited to:

(i) an annual status report of the generated, transmitted, distributed and purchased energy in the commonwealth, and the associated emissions of such energy, prepared by the department of energy resources. This report shall assemble and integrate existing ISO-NE plans and reports, private utility industry plans, municipally owned and alternative energy generator reports, renewable energy company and individual system generation data, transportation system data, energy efficiency advisory council reports, and any other relevant existing reports or data on the energy system of the commonwealth. Such status report shall summarize any available energy use data by industry category. Such status report shall summarize resulting economic costs and benefits for the commonwealth. Such status report shall report on any emerging challenges in the commonwealth’s energy system, and shall report on any emerging technologies or innovative
solutions that may impact the Commonwealth’s energy system or prove useful to meeting energy
goals;

(ii) an integrated inclusive multi-year energy system transition plan for moving from the
latest annual status report to 100% reduction in greenhouse gas emissions by 2050. Such plan
shall consider, but not be limited to, public health and safety impacts, economic and equity
impacts, the existing and projected demographics of the commonwealth, the built environment,
projected impacts of climate change including weather pattern shifts, and stability, resilience,
and adaptation for the social, economic, and ecological systems. Such plan shall provide for
ingregenct that is reliable, accessible and cost-effective, meeting energy needs through conservation,
ergy efficiency, energy system optimization, and renewable sources of energy to the maximum
extent feasible and complying with the mandates set forth in Chapter 169 of the Acts of 2008;
Chapter 298 of the Acts of 2008; Chapter 149 of the Acts of 2014; Chapter 251 of the Acts of
2014; Chapter 188 of the Acts of 2016; Chapter 227 of the Acts of 2018; and this Act. Such plan
shall include an annual schedule with renewable energy benchmarks for each energy source,
utility, including private, public and municipally owned, energy industry, energy use industry,
and energy industry related work force regarding transition and retraining. Such plan shall
include an analysis of unmet benchmarks of the previous year including, but not limited to,
identification of barriers to success and potential solutions;

(iii) resulting annual recommendations to the governor and to the general court for
expeditious adoption of legislative changes, regulatory changes by state agencies, resource
allocations needed to ensure that goals are met, and prioritized pilot studies needed to test
innovative solutions.
(e) Such commission is a standing commission whose membership and mandates may change but shall continue to function until the commonwealth achieves 100% reduction in greenhouse gas emissions below the 1990 level.
WHEREAS: Recent events have demonstrated the safety and health risks inherent in aging fracked gas infrastructure; and

WHEREAS: Gas leaks deprive tree roots of oxygen and can kill shade trees, which are irreplaceable protectors against extreme heat and flooding projected in the city’s Climate Change Vulnerability Assessment; and

WHEREAS: 95% of natural gas is methane, which is a greenhouse gas that causes 84 times more climate change (heating) than carbon dioxide over a 20-year period; and

WHEREAS: Gas leaks in the state have not been significantly reduced since passage of Ch. 149, Acts of 2014, An Act Relative To Natural Gas Leaks, and ratepayers still pay for the lost gas; and

WHEREAS: House H.2849 / Senate S.1940: “An Act for Utility Transition to Using Renewable Energy (FUTURE)” will incentivize transitioning our utilities away from using explosive fossil fuel as an energy source towards renewable thermal energy sources including solar and geothermal; and

WHEREAS: The FUTURE bill will empower municipalities to have a stronger, safer, more transparent working relationship with public utilities by improving coordination for gas leak repair, mandating that utilities notify the local fire chief and police department within an hour of finding a dangerous leak, requiring that utilities share maps, costs, and plans with the public, and requiring that gas utilities be audited annually for safety, performance, and leak reports; and

WHEREAS: The FUTURE bill will allow individuals and municipalities to claim property damage from gas leaks, including trees, and also mandates that gas leaks within a certain distance of a tree, building, or school be fixed within 6 months; and

WHEREAS: The FUTURE Act’s promotion of renewable thermal energy is aligned with the City’s Net Zero Action Plan goals as well as its’ goal of achieving 100% renewable energy by 2035; now therefore be it

RESOLVED: That the City Council go on record in strong support of the FUTURE Act (H.2849/S.1940) and urge the legislature to pass the bill this session; and be it further
RESOLVED: That the City Clerk be and hereby is requested to forward suitably engrossed copies of this resolution to members of Cambridge’s Legislative Delegation, as well as House Speaker Robert DeLeo, Senate President Karen Spilka, and Governor Charlie Baker on behalf of the entire City Council.

In City Council May 20, 2019.
Adopted by the affirmative vote of nine members.
Attest: - Donna P. Lopez, City Clerk

A true copy;

ATTEST:-

Donna P. Lopez, City Clerk
10. Discuss and Vote Common Victualler Take Out License – B/Spoke, 50 Central Street

B/Spoke located at 50 Central Street is proposing to add a small coffee and tea cart to their existing retail space which is primarily a fitness studio for spin classes. This is an accessory take out use to the primary use. Board of Health, Building, and Fire have all signed off on the application and staff recommends approval.

MOTION

MOVE to approve the Common Victualler Take Out License to Mark Partin of B/Spoke at 50 Central Street.
May 16, 2019

To Whom It May Concern:

My name is Mark Partin and I am the current owner and operator of B/SPOKE STUDIOS, a small boutique fitness studio located at 50 Central Street. We share the lower level space with HYP (Hot Yoga Pilates Studio). Our core offerings are group fitness classes, primarily Indoor Cycling and Bootcamp. Unlike many of our competitors, we think of ourselves as more than just a fitness brand. We view ourselves as a lifestyle brand that promotes health through exercise, all while fostering a great sense of community.

We would like to propose to build a small kiosk in the first floor entryway of our space in order to enhance the experience of our clients and encourage them to linger at the studio to spend time conversing and interacting with each other. It is also our hope that the kiosk will serve as an added form of marketing to encourage walking passersby to come inside and inquire about our services.

The kiosk will serve tasty espresso and drip coffee drinks as well as an assortment of blended teas, both hot and iced. Despite the small size of the kiosk, we think it will be a great addition to our client’s existing experience as well as to others seeking first-rate coffee drinks in the town of Wellesley. Regarding details of the kiosk, there will be NO seating space and all drinks will be served for take-away in recyclable vessels.

We welcome your assistance in helping us realize this ambition as we go through the process of applying for permit. If you have any questions whatsoever, please don’t hesitate to reach out. I would be more than happy to stop by and introduce myself in person.

Sincerely,

Mark Partin
Co-Founder
TOWN OF WELLESLEY

MASSACHUSETTS

TAKEOUT FOOD LICENSE APPLICATION

Date Applied:          Date Approved:          Date Issued:          

Office Use Only       Fees Paid:          Tax Cert:          Resumes:          T&I Info:          Plan:          Interview:          

The undersigned hereby applies for a Takeout Food License in accordance with the provisions of Town of Wellesley Bylaw, Article 49.2C.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant:    Date:          

D.O.B:                S.S.N:          Dr. Lic #:          Fed. ID #:          47-1223711

Business Address:     

Home Address:         

Business Telephone:   (781) 722-1920   Home Telephone:          

Name & Location of Establishment:  

Enclose Copy of Floor Plan

Size of Floor Space (square feet):  397  Number of Employees:  4

CHECK ONE (If you are unsure ask the Building Department)

No Change of Use:  X  Partial Change of Use:  Full Change of Use:  New Use:  

(See attached details regarding Required Traffic & Parking Information.)

PLAN REVIEW AND/OR PRELIMINARY APPROVAL  (Required Before Common Victualier License will be Approved)

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<th>Reviewing Department</th>
<th>Signature of Approving Authority</th>
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<td>Design Review:</td>
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TAKEOUT FOOD LICENSE APPLICATION (continued)

What will be the hours of operation? 5 AM - NOON (M-F) 6-2 PM (S-S)

Time(s) of Peak Customer Activity 8 AM

Est. Number of Customers at Peak Time(s): 4  Est. Number of Employees at Peak Time(s): 2

What provisions have been made for trash removal? WE HAVE DEDICATED COMMERCIAL BINS ON BACKSIDE OF BUILDING

How much parking is needed? NONE

How will parking be provided? BACKSIDE OF BUILDING IF NEEDED

What are delivery times? 6 AM

I the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature: [Signature]  Printed Name: MARK PARN Date: 5/20/19

Note: No Takeout Food License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no TFL will be issued until all required inspections have been conducted, permits granted, and final approvals given.

FOR OFFICE USE ONLY

FINAL PERMITS/APPROVALS GRANTED (Required Before CVL will be Issued)

<table>
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<tr>
<th>Approving Department</th>
<th>Yes</th>
<th>No</th>
<th>If &quot;No,&quot; Reason Why</th>
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11. Executive Director’s Report

• Accept Gifts
COA has several gifts and a grant for acceptance.

MOTION
MOVE to accept the following gifts to the Council On Aging:

- $1,800 grant from the Wellesley Hills Junior Women’s Club to support the lecture series
- $500 from the Friends of the Wellesley COA and the Village Churchwomen of the Wellesley Congregational Church for senior transportation
- $1,104 from the Friends of the Wellesley COA for the May lunch

• Vote Babson College One Day License

MOTION
Move to approve the One Day License for an event on August 23, 2019 in the Quad at Park Manor for the Blended Learning Final Capstone BBQ for Graduate Students.

• Vote MLP Appointment

Jack Stewart would like to continue his appointment to the MLB. The Board did receive one additional application in your packet for this position. Given the transition in leadership at the MLP this July, staff recommends reappoint of Jack Stewart. The volunteer may be a good fit for perhaps the SEC and we may want to reach out to him,

MOTION
MOVE To appoint Jack Stewart to the Municipal Light Board for a term ending July 30, 2022.

• Discuss Employee Recognition Proclamation

Stephanie has drafted a proclamation for the Board to consider for Dick Joyce given his impending retirement on July 31, 2019.
Hi Cay,

The attached list of donations were accepted by the COA Board at their meeting on 6/20/19. Please let us know when they are accepted by the BOS. I’ve also attached the award letter from the Wellesley Hills Junior Women’s Club.

Thank you,
Gayle Thieme
May 22, 2019

Gayle Thieme
Wellesley Council on Aging
500 Washington Street
Wellesley, MA 02482

Dear Gayle,

On behalf of the Wellesley Hills Junior Women’s Club, I am delighted to inform you that we are able to award a grant to the Wellesley Council on Aging in the amount of $1,800 for your lecture series and your “in-house” lifelong learning programs.

Our volunteers take great pride in providing grants to organizations like yours. The amount of money we are able to award each year depends entirely on the revenues generated by our major fundraisers: The Wellesley Marketplace, Wellesley Kitchen and Home Tour and The Wellesley Wonder Run.

The community’s knowledge of our organization’s work and their support of these fundraising efforts is an integral part of our success. Please consider sending a letter of recognition to a publication such as the Wellesley Townsman in the “Letters to the Editor” section or any other legitimate newspaper, newsletter, website, or media channel to help spread awareness of our charitable contributions, thereby assisting us in future fundraising efforts.

Please note that we will send you a final grant report form in the fall to learn more about the progress of your grant.

We applaud the good work that you do each day and look forward to receiving a grant application from you again in the future.

Sincerely,

Kelly Gay
WHJWC Grants Committee 2018-19
## Donations Received Between 5/15/19 – 6/17/19

<table>
<thead>
<tr>
<th>#</th>
<th>Donor</th>
<th>Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mary Carris</td>
<td>$14.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>2</td>
<td>Pierre Laurent</td>
<td>$25.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>3</td>
<td>Edna Canning</td>
<td>$50.00</td>
<td>Bus Donation (two separate $25 donations)</td>
</tr>
<tr>
<td>4</td>
<td>Janice Rosnick</td>
<td>$10.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>5</td>
<td>Penelope MacDonald</td>
<td>$100.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>6</td>
<td>Elizabeth Hegarty</td>
<td>$10.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>7</td>
<td>Janet Shane</td>
<td>$25.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>8</td>
<td>Elizabeth Forte</td>
<td>$25.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>9</td>
<td>Estelle Slavin</td>
<td>$15.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>10</td>
<td>Joanne Kmiec</td>
<td>$5.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>11</td>
<td>Blance LaRose</td>
<td>$4.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>12</td>
<td>Dorothy Dinardi</td>
<td>$10.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>13</td>
<td>David Dunner</td>
<td>$10.00</td>
<td>Bus Donation</td>
</tr>
<tr>
<td>14</td>
<td>FWCOA</td>
<td>$785.75</td>
<td>Express Gourmet April Lunch Subsidy</td>
</tr>
<tr>
<td>15</td>
<td>FWCOA</td>
<td>$193.20</td>
<td>Wellesley Bakery April Lunch Subsidy</td>
</tr>
<tr>
<td>16</td>
<td>FWCOA</td>
<td>$1,104.00</td>
<td>Wellesley Bakery and Express Gourmet May Subsidy</td>
</tr>
<tr>
<td>17</td>
<td>FWCOA</td>
<td>$500.00</td>
<td>Donation from The Village Churchwomen of the Wellesley Congregational Church – donated $500 to FWCOA and FWCOA turned it over to COA as it is earmarked for “Senior Transportation”</td>
</tr>
<tr>
<td>18</td>
<td>TPC Coffee Donors</td>
<td>$101.36</td>
<td>Voluntary donations collected from the TPC Mary Bowers Café 5/15/19-6/17/19</td>
</tr>
<tr>
<td>19</td>
<td>Wellesley Hills Junior Women’s Club</td>
<td>$1,800.00</td>
<td>Grant to support FY19-20 Evening/Weekend Lecture Series</td>
</tr>
</tbody>
</table>
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 6/12/2019       Date of Event: 8/23/2019

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages   ☑ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College

Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Molly Joyce     Address: Babson College

Assistant Event Manager:                   Address: Babson College

EVENT INFORMATION

Event Name & Description (If multiple events; See Attachment1): Blended Learning Final
Capstone late lunch BBQ for Graduate Students

Event Contact: Laura Gavel

Event Date: Friday, August 23, 2019

Event Location: Outside at the Quad at Park Manor Central South and North

Occupancy: 300     Estimated Attendance: 120     Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the
application showing the exact location within the event area where alcoholic beverages will
Name of catering service responsible for service of alcoholic beverages:

Chartwells
Name

Babson College Campus
Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College’s long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Laura Gavel
Printed Name of Applicant

Its Program Coordinator

Laura A. Howell
Applicant’s Signature

6/19/19
Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
<table>
<thead>
<tr>
<th>Name of Event/Date</th>
<th>Location</th>
<th>Floor Plan Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Blended Learning Lunch</td>
<td>PMC Quad</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<td>7.</td>
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<td>11.</td>
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</tbody>
</table>
Park Manor Central Quad – North and South Lawn

50' x 80' Tent with seating for 150 people

Bar

Food

Exit

Exit

Exit

Exit

Exit

Exit

Exit

Exit

Snow fencing

Snow fencing
I am reiterating my plan to continue on the Municipal Light Plan Board.
12. Discuss and Vote Modification to Gift Policy to increase Executive Director’s
Authority to accept Gifts

In your packet is a proposed modification to the Gift Acceptance Policy that would increase the Executive Director’s authority to accept gifts on behalf of the Board. The proposal is to increase the gift amount from $500 to $3000. This would eliminate the majority of the gifts accepted on a regular basis. Staff would continue to notify the Board on all gifts and grants in other correspondence and would recognize significant gifts in the Exec. Director report.

MOTION
MOVE to approve the modification to the Gift Acceptance Policy to increase the Executive Director’s authority to accept gifts on behalf of the Board of Selectmen from $500 to $3000.
PURPOSE:
To comply with Bylaw Article 5.6, a Town-wide policy governing the acceptance of gifts adopted by the 2009 Annual Town Meeting (hereinafter "the Bylaw"). This policy expands upon the Bylaw regarding the Board of Selectmen's consideration and acceptance of gifts.

POLICY:
The Board of Selectmen's policy on acceptance of gifts under its jurisdiction is:
(1) to follow the general policy of the Town as set forth in the Bylaw; and
(2) in each particular case, to implement the town-wide policy in a transparent manner, understanding that acceptance of a gift may affect future generations of Town residents.

It is thus the policy of the Board of Selectmen to reserve the acceptance of gifts under its jurisdiction for circumstances that will best serve the interests of the Town.

APPLICABILITY
The Board of Selectmen has the authority to accept gifts of money and tangible property on behalf of the Town of Wellesley. All gifts of real property, whether restricted or unrestricted, require the acceptance of Town Meeting upon the recommendation of the Board of Selectmen. Such gifts shall be reviewed according to criteria regarding appropriateness contained both within the Bylaw and stated below, and if the Board considers that a gift is appropriate, the Board shall place the matter on a Warrant for Town Meeting consideration.

GIFT ACCEPTANCE PROCEDURE:
1. Any proposal for acceptance of a gift under the Board's jurisdiction shall be forwarded to the Executive Director, who shall review it and prepare the matter for review by the Board.
2. Before undertaking to consider any acceptance of gift, the Bylaw itself shall be reviewed.
3. For gifts valued at $500–3,000 or less, the Executive Director's Office shall determine whether the gift is appropriate to the mission and needs of the Town. If the Executive Director's Office determines that the gift is appropriate, the Executive Director's Office may accept and administer the gift on behalf of the Board.
4. In deciding the appropriateness of a gift, the Executive Director's Office and/or the Board shall consider the following:
   a. whether the gift is restricted or unrestricted;
   b. whether the gift is irrevocable;
   c. any future financial impact to the Town potentially resulting from the gift, including ongoing operations, maintenance or capital costs; and
   d. whether the terms of the gift permit the Town to apply the gift to a related purpose should the original intent become impracticable.
These categories are more fully described in the Bylaw.

Additional Factors to be Considered:

1. Whether any conditions beyond those proposed by any donor would be in the Town’s interest;
2. The extent to which accepting a proffered gift could establish, or contradict, existing Town policy; and
3. Whether Massachusetts law, or Town Bylaw or policy might apply, including the requirements of Town Bylaw Article 5.5 and the Board of Selectmen’s policy on Naming Rights.

FORMAL PROCEDURES
1. To ensure that the Board is fully aware of the public’s interest in a proposal, a public hearing may be held.
2. Unless the Board votes otherwise, the Board’s decision will be made by majority vote.
3. The Bylaw’s Accounting and Reporting requirement shall be faithfully complied with.

DEFINITION
None.

REGULATORY / STATUTORY REFERENCES:
This policy is subject to the requirements set forth in Town of Wellesley, Article 5.6, Acceptance of Gifts.

APPROVED BY:

Board of Selectmen, Chair: Marjorie R. Freiman

______________________________

Board of Selectmen:

Ellen F. Gibbs Thomas H. Ulfelder

______________________________

Board of Selectmen: Jack Morgan

______________________________

Board of Selectmen: Thomas H. Ulfelder Beth Sullivan Woods

______________________________
Board of Selectmen
GIFT POLICY
Approved April 12, 2017

Board of Selectmen:
Beth Sullivan Woods
Lise M. Olney

Original date: August 6, 2009
Revised dates: April 12, 2017, July 16, 2019
13. Update on SBC Projects

Tom Ulfelder will give an update on the Hunnewell and the Hardy/Upham projects. The SBC’s most recent meeting was scheduled on July 11.
14. **New Business and Correspondence**

- Police Commendation
- Volunteer Form
- MBTA Meeting Request
- Correspondence from the Retirement Board
MEMORANDUM

TO: OFFICER MATT WALL

FROM: JACK PILECKI
CHIEF OF POLICE

SUBJECT: COMMENDATION FROM DR. DEYAA ADIB

DATE: JUNE 20, 2019

I was pleased to see a copy of a letter which was sent to me by Dr. Adib. He wanted to thank you for the assistance you provided to him when he hosted a farewell party at his home which is located on a private way and his neighbors called the police department due to the parking problems.

He went on to say that you responded and managed the situation in a very professional way when there was an unkind language exchange from their neighbors.

The comments of Dr. Adib are indicative of the level of professional services provided by the Wellesley Police Department and it is a reflection of your personal commitment.

A copy of this correspondence will be maintained in your department personnel file.

AUTHORIZED:

JACK PILECKI
CHIEF OF POLICE

cc: Board of Selectmen
Bulletin Board
Personnel File
APPLICATION FOR VOLUNTEER SERVICES
TO BOARDS/COMMITTEES

Jaden Crawford

Wellesley, MA 02481

MLP

9 years

yes

No.

I want to contribute to the Town, and the MLP is a perfect opportunity to use my professional skills, to that end.

I have spent the past 14 years in the electricity industry, gaining deep experience from production, through regulatory engagement.

Please see attached resume

Jaden Crawford

Please submit your application, with a resume if available, to the Selectmen's Office.
JADEN CRAWFORD

Wellesley, MA 02481 • 

QUALIFICATIONS SUMMARY

Build, manage, and lead development and delivery of comprehensive solutions with a distinct understanding of business concepts, market structures, and overlapping regulatory environments. Develop and oversee execution of market entry and market development strategies, identify and remediate risks, and drive portfolio productivity. Conduct market assessments and evaluate business and regulatory trends to support growth strategies. Provide insightful research analysis and build models that synthesize, analyze, and distill complex data. In-depth understanding of wholesale electricity markets and a proven history of identifying business opportunities.

PROFESSIONAL EXPERIENCE

LEAPFROG POWER, INC., San Francisco CA, Utrecht NL

Director of Market Development 2019-Present

Developed opportunities for aggregators of small & medium businesses, and residential electricity consumers to participate in wholesale electricity markets. Developed physical hedging products for retail electricity providers, and commercial/industrial electricity consumers to protect against exposure to volatile real-time electricity prices. Led regulatory initiatives. Developed market operations processes and procedures to ensure accuracy and success.

WHISKER LABS, INC., Germantown, MD

Director of Energy Markets 2016-2019

Developed and directed all aspects of Whisker Labs’ (WL) wholesale electricity market participation, including wholesale bids/offers, regulatory engagement, electricity market development strategy. Directed company’s retail pricing strategies for IOUs. Managed relationships and directed the efforts of governmental/regulatory affairs contractors, and scheduling coordinators. Regularly selected by senior executives to lead strategic initiatives and cross-functional projects.

- Led development of innovative residential and SMB demand response offerings using residential demand response as a physical hedge for retail electricity providers to mitigate exposure to real-time price risk, and provide opportunities to arbitrage the day-ahead/real-time (DART) price spread. Led to Maryland Industrial Partnerships (MIPS) matching grant to fund second stage development, now entering full scale production.

- One of four primary authors of the AEMA PJM capacity performance FERC complaint which led to FERC orders requiring PJM to hold technical conferences on the issues the AEMA raised.

- Successfully built the first non-IOU residential demand response aggregation in PJM’s RPM, and grew the company’s PJM capacity positions by 8,000% between 2016 and 2019 delivery years.
  - Developed comprehensive multi-year risk mitigation strategies and negotiated contracts between WL, Comcast, and WL’s Scheduling coordinator which decreased risk exposure for all parties, provided WL with an additional $4M in credit, reduced WL’s scheduling coordinator costs by 47%, and delivered over $2M in cash through RPM auction positions and bilateral replacement capacity transactions.

- Developed multiple cross-functional business operations processes and Excel-based P&L modeling tools to streamline internal processes, standardize risk identification, and enable senior executives to uniformly assess potential channel partnerships and new programs.

  - JADEN CRAWFORD CONSULTING, Wellesley, MA

Principal Consultant 2015-2016

- Provided wholesale electricity market consulting services to clients that included energy services companies, demand response aggregators, electricity generation trade groups, and other electricity market consultants. Services included market assessments, market entry consulting, regulatory engagement assistance, what-if analyses, financial modeling, and contract review.

ENERNOC INC., Boston, MA

Served as subject matter expert (SME) in newly created internal consulting role to develop market entry, regulatory engagement, and market development strategies. Conducted research analyses and built models incorporating data from multiple sources to highlight potential outcomes of various scenarios related to business strategies and regulatory outcomes.

- Led cross-functional team in support of Alberta Electric System Operator tariff filing and served as an expert witness in associated Alberta Utilities Commission proceeding in successful efforts to protect over $32M in revenue.

JADEN CRAWFORD, 2

- Built tools and processes to utilize & distill multiple complex data sources and provide meaningful and easy to understand insight in support of market development and lobbying efforts.
  o Built a model to extrapolate state-by-state allocation of nearly $12B in market savings associated with demand response participation in the PJM capacity market.
- Drafted position papers for company, as well as papers highlighting positions an opposing party might take. Wrote sections of submissions for upcoming proceedings in multiple jurisdictions.

Energy Markets Senior Specialist (2014); Energy Markets Specialist (2010-2014)

Managed $20M portfolio of energy, operating reserves, spinning reserves, frequency response, and load shed DR and distributed generation assets in US, UK, and Canada. Managed and reported on Program P&Ls. Provided market design consultation to grid operators and expert opinion to internal stakeholders and executive management.

- Developed algorithm to predict & offer aggregated load on an hour-by-hour basis, in load shedding program that requires sub-second-response. Algorithm became key component of an ancillary services platform that enabled over $8M annually at some of the company’s highest margins. Developed prediction calculations and offer/op-out criteria, and subsequently directed teams of staff including IT and Engineering to handle programming and development efforts.
- Identified operational risks and untapped opportunity associated with real-time energy and ancillary services operations, and developed structure for cross-functional 24x7 real-time market operations group which, when implemented, enabled expansion of associated MW and revenues by more than 100%.

BIOFUELS POWER CORP. (Safe Renewables spin-off), Houston, TX

Operations / Project Manager 2007-2009

Established processes and models to determine price levels necessary to operate power plants and upcoming maintenance projects. Forecasted profitability based on fuel price, power demand, and anticipated weather that affected spot electricity prices. Performed electricity market analysis and implemented operational strategies to maximize revenue. Directed 20+ staff and contractors and operations of electrical controls, turbine mechanical, and electrical interconnection contracting companies. Turned around operations of an underperforming distributed energy power plant. Improved plant operations resulting in 200% increase in revenue month-over-month.

SAFE RENEWABLES CORP., Houston, TX

Director of Budgets and Planning 2006-2007

Created, managed, and reported on a $40M budget for a biodiesel fuel producer, which generated fuel from various plant and animal-based feedstock. Devised financial models to project potential revenue and profitability based on transportation, throughput, manufacturing costs, subsidies, tax credits, and rack diesel prices. Co-drafted company’s business plan, and proposals in response to RFPs. Participated in acquisition of Austin Biofuels, including co-drafting private placement memorandum.

Additional Experience: Austin Biofuels, LLC – Partner (2006-2007)

ACADEMIC ACHIEVEMENT

Texas State University, San Marcos, TX
June 26, 2019

Corey Lynch
Deputy Dir. of Railroad Operations
MBTA
10 Park Plaza, Suite 5610
Boston, MA 02116

Dear Mr. Lynch,

The Town of Wellesley would like to schedule a community public meeting session with your team in September 2019 to discuss the many proposed MBTA projects and the impacts those projects may have on the three commuter rail stations in Wellesley at Wellesley Square, Wellesley Hills, and Wellesley Farms Stations. In a recent meeting of the Worcester Line Working Group, you mentioned the public meetings held in Worcester and Framingham and indicated a willingness to hold a similar meeting in Wellesley. We are happy to accept that offer and suggest it include the following topics:

- Service Improvement history and plans
- Plans and timing for Worcester- Boston Express Lanes (Third Track) on travel times and/or frequency of stops in Wellesley
- Plans and timing for reconstruction of the three Wellesley stations, including high platform
- Reliability
- Capacity and utilization for train and parking
- Fare Collection
- Impacts of Allston I-90 Project
- Rail Vision Study and plans for West Station and Grand Junction

If you could please let me know your team’s availability and potential dates for a September public meeting it would be greatly appreciated.

Sincerely,

[Signature]
Jack Morgan, Chair
Board of Selectmen

Cc: Meghan Jop, Executive Director
The Honorable Representative Alice Hanlon Peisch
The Honorable Senator Cynthia Stone Creem
The Honorable Senator Rebecca Rausch
The Honorable Lieutenant Governor Karen Polito
June 21, 2019

Board of Selectmen
Town Hall
525 Washington Street
Wellesley, MA 02482

RE: Retirement Board Election

Dear Board of Selectmen:

Please be advised that at the meeting of the Wellesley Retirement Board on May 29, 2019, the Board determined that Michael Leach was the only candidate nominated for the member term commencing July 1, 2019. Therefore, it was voted to declare Michael Leach elected to the Wellesley Retirement Board in accordance with M.G.L Chapter 32, 840 CMR 7.00. His term will commence on July 1, 2019 and expire on June 30, 2022.

If you have any questions or concerns regarding this matter, please contact me at (781) 431-1019 x 2216 or lwhynot@wellesleyma.gov.

Sincerely,

Lynn Whynot
Election Officer/Retirement Administrator
Wellesley Retirement Board