



TOWN OF WINCHESTER BOARD OF SELECTMEN'S MEETING
7:30PM
BOARD OF SELECTMEN MEETING ROOM

A. OPENING

1. EXECUTIVE SESSION (Closed To Public).....7:00PM

1. Contract Negotiations/Winchester North – MGL Chapter 30A §21a(6) Open Meeting discussion may have a detrimental effect on negotiating position of public body, as so declared by the Chairman.

2. SELECTMEN'S NOTICES AND COMMENTS (Open To Public).....7:30PM

Notification of Other Meetings and Hearings

∫ Monday, February 8, 2016 – Board of Selectmen – Regular Session

∫ Thursday, February 11, 2016 – Public Informational Session – Nstar d/b/a Eversource Energy – 115kV Mystic to Woburn Transmission Line Project – Lincoln Elementary School Auditorium – 7:00 PM

∫ Monday, February 22, 2016 – Board of Selectmen – Regular Session

3. CHAIRMAN'S COMMENTS

4. SELECTMEN'S COMMENTS AND NON-DOCKET BUSINESS

B. TOWN MANAGER REPORT AND COMMENTS

1. Eversource Transmission Line Update

C. MATTERS FROM THE AUDIENCE

D. COMPTROLLERS REPORT

E. LICENSES

F. HEARINGS

G. BUSINESS

1. Interview/Appointment: Zoning Board Of Appeal

Documents: [ZBA APPOINTMENT.PDF](#)

2. Perpetual Preservation Restriction Agreement: 3 Meadowcroft Road

Documents: [PRESERVATION AGREEMENT.PDF](#)

3. Energy Management Committee Update: WinSaves 2016 Grant Announcement

Documents: [ENERGY MANAGMENT UPDATE.PDF](#)

4. Discussion: 416 Cambridge Street

5. Eversource Projects: Staff Update

H. CONSENT AGENDA

1. Approve / Correct Meeting Minutes – Friday, January 15, 2016

Documents: [CONSENT.PDF](#)

I. COMMUNICATIONS AND WORKING GROUP REPORTS

1. Arnold Clickstein, 32 Pickering Street re: Eversource 345kV Transmission Line
2. Ken Fisher, Editor in Chief – Ars Technica / CondeNast – Support for the 345kV Eversource Transmission Line Project
3. Public Hearing Notice: Eversource Grant of Location – Sawmill Brook Road – Monday, February 8, 2016
4. Exeter Envmtl. Assoc., Inc.: notification of release abatement for 25 Arlington St.
5. Xfinity re: MGL Ch. 166A Section 10 – Form 500
6. Council of Social Concern – March 6th telethon invitation
7. Email from Rob Roth, Senior Director and Head of Global Marketing Rare Hematology Diseases, Sanofi Genzyme
8. Estelle & Dick Cushner, 7 Wainwright Road #86 re: 416 Cambridge St. 40B Project
9. Ledges 40B Committee / residents re: 416 Cambridge Street 40B Project

Documents: [CORRESPONDENCE.PDF](#)



Town of Winchester

Town Manager's Office
71 Mt. Vernon Street
Winchester, MA 01890
Phone: 781-721-7133
Fax: 781-756-0505
townmanager@winchester.us

Board of Selectmen Meeting
Monday, February 1, 2016

BUSINESS

Docket Item **G-1**:

Interview / Appointment: Zoning Board of Appeal – Alternate
Member – term to expire – March 31, 2017 – applicant:
Kevin Sarney

Supporting Documents:

G – 1: Email request for appointment w/attached resume;
Board of Appeal roster w/term expiration

Action Required:

G – 1: VOTE to appoint Mr. Sarney

Viarella, Janine

From: Kevin Sarney <kgsarney@aol.com>
Sent: Monday, January 25, 2016 7:03 PM
To: Viarella, Janine; kgsarney@aol.com
Subject: Board of Appeals
Attachments: KSarneyResume2016.doc

Hi Janine

I've been a 40 plus year resident of the town of Winchester and have seen many changes over the years. I'd like to get involved with the town planning in order to maintain the Winchester i've grown up in and now raise a child in. Attached is a resume please consider me for one of the open board of appeals positions

Let me know if you need references I'm happy to provide winchester resident references that will attest to my ability to preserve and protect the best interests of the town

Sincerely,

Kevin Sarney
54 Everett Avenue
Winchester, MA 01890
Cell 617-640-8208



Town of Winchester

Town Manager's Office
71 Mt. Vernon Street
Winchester, MA 01890
Phone: 781-721-7133
Fax: 781-756-0505
townmanager@winchester.us

Board of Selectmen Meeting
Monday, February 1, 2016

BUSINESS

Docket Item G-2:

Perpetual Preservation Restriction Agreement:
3 Meadowcroft Road – Jacobs-Churchill House

Supporting Documents:

G - 2:

- Email from Town Manager to Town Counsel w/attachment;
- Email from Town Counsel in response
- Letter from Historical Commission Chairman
- Letter from Michael Steinitz, Deputy State Historic Preservation Officer, Commonwealth of Mass.
- Agreement document

Action Required:

G - 2:

VOTE to approve preservation restriction in perpetuity and sign documents in **RED BOOK**.



TOWN OF WINCHESTER
MIDDLESEX COUNTY, MASSACHUSETTS
HISTORICAL COMMISSION
TOWN HALL
WINCHESTER, MASSACHUSETTS 01890

December 7, 2015

Town of Winchester Board of Selectmen
Lance R. Grenzeback, Chairman
Winchester Town Hall
71 Mount Vernon Street
Winchester, MA 01890

RE: 3 Meadowcroft Road, the Jacobs-Churchill House

Dear Lance:

The owners of 3 Meadowcroft Road are planning to donate a perpetual preservation restriction on the property to Historic New England, a non-profit organization also known as the Society for the Preservation of New England Antiquities. Historic New England holds and administers many perpetual preservation restrictions on privately owned historic properties throughout the region, through its Preservation Services Department. The preservation restriction will be conveyed in the form of a Preservation Restriction Agreement (PRA) once the necessary approvals have been obtained.

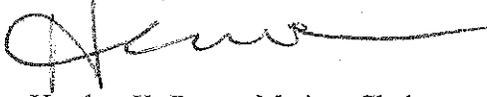
As part of the approval process under MGL Ch. 184, Section 32, the local Winchester Historical Commission (WHC) has been invited to render an opinion regarding the appropriateness and efficacy of the preservation restriction as a component of local approval by the municipality, in this case the Winchester's Board of Selectmen (BOS).

The Jacobs-Churchill House has recently been documented to meet Massachusetts Historical Commission (MHC) current standards through the completion of an MHC Inventory Form (Form-B). In an October 16, 2015 letter, MHC Deputy State Historic Preservation Officer Michael Steinitz made a determination that the Jacobs-Churchill House "is historically significant for its architecture, archaeology and/or associations and is qualified for the protections of a perpetual preservation restriction under MGL Ch. 184, Sections 31-33."

Having reviewed the documentation, MHC's opinion and the PRA, the WHC unanimously endorses and recommends the BOS approve this instrument. A perpetual preservation restriction is the most powerful preservation tool available for the protection of historical assets and cultural resources. There is no cost or enforcement responsibility for the Town of Winchester associated with this restriction.

As the Town Board responsible for the protection of historic and archaeological assets of the town, the WHC advocates its use where appropriate. Having carefully considered the available documentation and the opinion of the state's Historical Commission, the WHC advocates its approval for the above referenced property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Heather', with a long horizontal flourish extending to the right.

Heather K. R. von Mering, Chair
Winchester Historical Commission

cc: Brian Szekely, Town Planner
Joseph Cornish, Supervising Preservation Services Manager, Historic New England
Mary Ellen Lannon, Town Clerk
Maureen Meister and David Feigenbaum, property owners
Richard Howard, Town Manager

AGREEMENT

SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES

The Parties to this Agreement (the "Agreement") are the **SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, INC., D.B.A. HISTORIC NEW ENGLAND**, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702 (together with any assignee of or successor to the Society for the Preservation of New England Antiquities, Inc., the "Grantee") and **MAUREEN I. MEISTER** having an address at 38 Rangeley Road, Winchester, Massachusetts 01890-2634 (together with her heirs, successors, administrators, and assigns and any other person or entity who similarly is or in the future becomes benefited or burdened by the terms of this Agreement, called "Grantor" in this Agreement).

RECITALS

Grantor is the owner in fee simple of certain buildings and land located at 3 Meadowcroft Road, Winchester, Massachusetts, which include a house known as the Jacobs-Churchill House, a garage known as the Jacobs-Churchill Garage, and one parcel of land (the "Land") of approximately 12,734 square feet, described in Exhibit A attached to this Agreement and shown as Lot 2A on that certain plan entitled "Plan of Land in Winchester, Mass. Prepared for Maureen I. Meister and David Feigenbaum," dated April 20, 2015, prepared by Keenan Survey, 8 Winchester Place, Suite 208, Winchester, Mass. 01890 and recorded with the Middlesex County South District Registry of Deeds (the "Registry") Plan Number 472 of 2015, together with all improvements on the Land (the "Premises"). The Premises are a portion of the land described in that certain deed (the "Deed"), recorded with the Registry in Book 35196, Page 184. The buildings covered by this Agreement are the Jacobs-Churchill House (sometimes called the "House"), the Jacobs-Churchill Garage (the "Garage") as labeled and shown in Exhibits B, C, and D, and any other permitted building or other Structure constructed on the land after the date of this Agreement (together the "Buildings"). The Buildings and the Land together

Grantor:

Grantee:

Address of property:

Title Reference:

comprise the Premises for purposes of this Agreement. The Premises are shown in the photographs and diagrams attached as Exhibits B, C, and D to this Agreement.

Grantee is a charitable corporation created in 1910 and exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code. By its Articles of Organization and By-Laws, Grantee is authorized to protect for the purpose of preserving for posterity buildings, places and objects of historical and other interest.

The Jacobs-Churchill House is historically significant and worthy of preservation. The House was designed by Charles Crombie of Lord Engineering Associates in Weston, Massachusetts, in 1932 for Sumner C. Jacobs (1897-1954) and his wife, Madeline L. Jacobs (1897-?). Mr. Jacobs worked in the advertising department of the Boston Post, and became an advertising executive of the Boston Record American and the Sunday Advertiser in 1929. In 1960, Madeline Jacobs married Frederick L. Churchill (1905-1982) who was the widower of Sumner Jacobs' sister, Elizabeth Jacobs Churchill (1907-1959). The Churchills built the existing two-car Garage in 1961 and converted the southeast wing of the House from a garage into a family room in 1966. The House was sold to Farouk A. Pirzada and Natalie F. Pirzada in 1976, and then to Louise A. Griffith in 1983. In 1993, David L. Feigenbaum and Maureen I. Meister, owners of the abutting property at 38 Rangeley Road, purchased the 9,540 square foot rear portion of the property, and Maureen I. Meister then purchased the House, Garage, and remaining portion of the Land in 2003. In 2015, Maureen I. Meister conveyed a parcel containing 4,214 square feet on the northwest side of the Land to Maureen I. Meister and David Feigenbaum.

The Jacobs-Churchill House is comprised of a one-and-one-half-story, three-bay, northeast facing main block (the "Main Block"), a one-story wing (the "Southeast Wing") attached to the southeast elevation of the Main Block, a one-story porch (the "West Porch") attached to the southwest elevation of the Main Block, and a one-story porch (the "South Porch") attached to the southwest elevation of the Southeast Wing. Among other things, the load bearing stone walls of the House make it architecturally significant and unique for its period of construction when stone was mainly used as a veneer only or for decorative purposes. Its tile and metal roof and steel casement windows further distinguish the House from other small-scale houses built in suburban Boston in the 1930s.

The Land includes open space consisting primarily of lawns and gardens, providing a natural setting that complements the historic structure on the Premises. The House is built on a portion of a residential park, developed and owned by David Nelson Skillings, that was characterized by park-like lawns that continued between houses. The portion of the parcel running behind the House and westerly toward the property at 38 Rangeley Road remains largely intact from this original design - thereby endowing the Jacobs-Churchill House with scenic, natural, and aesthetic value and significance.

Massachusetts General Laws, Chapter 184, Sections 31-33, authorizes the creation and enforcement of preservation restrictions appropriate to the preservation of a site or structure for its historical significance and for its natural, scenic and open condition.

[Type here]

Grantor and Grantee recognize the historic, architectural, scenic, natural, and open space value and significance of the Premises, and have the common purpose of conserving and preserving the historic, architectural, scenic, natural, and open space value and significance of the Premises. To that end, Grantor desires (a) to contribute as a gift for charitable purposes and grant to Grantee, and Grantee desires to accept, the preservation and other restrictions set forth in this Agreement, and the powers, rights, duties, obligations, and benefits associated with the restrictions, and (b) to burden the Grantor and the Premises as provided in this Agreement, each pursuant to or as permitted by Massachusetts General Laws, Chapter 184, Sections 31-33, and any other applicable sections of Massachusetts General Laws.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are acknowledged, but as a charitable donation nonetheless, Grantor grants, releases and conveys to Grantee, its successors and assigns this Agreement and the powers, rights, duties, obligations, and benefits associated with the restrictions and other terms of this Agreement, and the Grantor burdens the Grantor and the Premises as provided in this Agreement, in perpetuity, with respect to the Premises, as follows.

1. RECITALS, DEFINITIONS AND EXHIBITS.

1.1 Recitals. The parties acknowledge that the recitals set forth above are true and correct, are part of this Agreement, and form part of the basis for the provisions of this Agreement.

1.2 Definitions.

1.2.1 "Addition." "Addition" shall mean any construction, Structure or fixture attached to any of the Buildings in any way, and any subsequent construction that is attached to any such addition in any way, including, without limitation, a deck, porch, ramp, stair, stoop, awning, carport, overhang, bay, eve, or landing, whether or not it rests on the ground or is cantilevered from any of the Buildings.

1.2.2 "Structure." "Structure" shall mean any material or combination of materials assembled at a fixed location to, for example, give support or shelter or a place for an activity to occur, including, without limitation, a building, deck, ramp, arbor, trellis, sign, paving, fencing, walls, game court, swimming pool, or pole (utility or otherwise), whether or not the structure is an Addition.

1.2.3 "Facade(s) and Elevation(s)." "Facade(s) and Elevation(s)" shall mean all exterior walls, doors, door frames, windows, window sash, window frames, window hardware, hardware, masonry, wall sheathing, siding boards, porches, panels, cornices, moldings, and other decorative elements

[Type here]

and all other elements, whether decorative or structural, that support any of the listed items. For convenience of reference, the front elevation of the Jacobs-Churchill House facing Meadowcroft Road shall be called the northeast facade, the rear elevation of the Jacobs-Churchill House shall be called the southwest elevation, and the other elevations of the Jacobs-Churchill House shall be called the northwest and southeast elevations, based upon each elevation's orientation relative to the northeast facade.

- 1.2.4 **"Protected Features."** "Protected Features" shall mean those historical, architectural, landscape, scenic, natural, open space, and other features covered or protected by Sections 2, 3, and 4 or any other section of this Agreement.
- 1.2.3 **"Grantee."** "Grantee" shall mean Society for the Preservation of New England Antiquities, Inc. for so long as that organization is the sole person that holds and is charged with the Grantee's rights and obligation under this Agreement; thereafter, Grantee means the person or persons who hold and are charged with those rights and obligations.
- 1.2.4 **"Grantor."** "Grantor" shall mean Maureen I. Meister for so long as she is the sole owner of the Premises; thereafter, Grantor means the person or persons who hold all the right, title, and interest in the Premises.
- 1.2.5 **"Person."** "Person" or "person" means either a natural person, a legal entity or any combination of either or both.

1.3 Exhibits.

- 1.3.1 **Plans.** Plans entitled "Floor Plan" and "Site Plan" are attached as Exhibit C and D respectively and incorporated here by this reference.

1.3.2 Documentary Photographs. In order to establish with more certainty the condition of the Buildings, Land, and other portions of the Premises and the character of the Protected Features as of the date of this Agreement, Exhibit B contains copies of ten (10) exterior photographs taken by J. David Bohl on January 27 and 28, 2014, and thirty (30) interior photographs taken by J. David Bohl on January 27 and 28, 2014, and an affidavit specifying technical and locational information with respect to the photographs. The copies in Exhibit B accurately represent the external and internal character and condition of the Jacobs-Churchill House, the Garage, the Land, and other portions of the Premises and Protected Features to the extent shown in the copies as of the date of this Agreement and as of the date this Agreement is first recorded with the Registry. The failure of the photographs to depict a feature of the Premises shall not be deemed to conclusively establish that the undepicted feature is not otherwise a Protected Feature.

2. **LAND RESTRICTIONS.** Except with the prior written approval of Grantee, the Grantor will not undertake and will not suffer or permit to be undertaken any activity that the Grantee reasonably determines will alter or adversely affect the following aspects of the Premises as they exist as of the date of this Agreement as documented in the photographs attached as part of Exhibit B:
- 2.1 The general topography of the Premises;
 - 2.2 The general continuity, sweep, and park-like character of the lawns on the Premises, including across the boundaries of the Premises and with lawns on abutting properties, including the lawns at 38 Rangeley Road; and the absence of any kind of plantings or trees other than lawn along all of the boundaries of the Premises except such plantings or trees (or replacements of them within the same areas) as may exist as of the date of this Agreement;
 - 2.3 The absence of fencing of any kind everywhere on the Premises for any purpose;
 - 2.4 The absence of exterior walls of any kind everywhere on the Premises, except those existing at the date of this Agreement at the north corner of the house and southwest of the house and the retaining wall abutting the Garage, and except if necessary to maintain the general topography of the Premises or to provide subjacent support to an abutting property; and
 - 2.5 The un-subdivided character of the Land regardless of whether subdivision is permitted under the Zoning Bylaw of the Town of Winchester or any other applicable law.
3. **EXTERIOR RESTRICTIONS.** Except with the prior written approval of Grantee, the Grantor will not undertake and will not suffer or permit to be undertaken any activity that the Grantee reasonably determines will alter or adversely affect the appearance (including shape, configuration, massing, and profile), materials, workmanship, or structural stability of the following exterior portions and aspects of the Jacobs-Churchill House and Garage as they exist as of the date of this Agreement, as documented in the photographs attached as part of Exhibit B:
- 3.1 all Facades and Elevations;
 - 3.2 the roofs; the addition of skylights being expressly forbidden at the Jacobs-Churchill House; the addition of dormers on the northeast façade of the Jacobs-Churchill House also being expressly forbidden; and any activity approved by Grantee that requires new roofing at the Jacobs-Churchill House must match the existing Ludowici red roof tiles, or, if at the southwest or northeast dormers or west porch, the existing standing metal seam roofing at those locations;

3.3 the chimneys in their entirety; and

3.4 all foundations.

4. **INTERIOR RESTRICTIONS.** Except with the prior written approval of Grantee, the Grantor will not undertake and will not suffer or permit to be undertaken any activity that the Grantee reasonably determines will alter or adversely affect the appearance (including shape, configuration, massing, and profile), materials, workmanship, or structural stability of the following interior portions and aspects of the Jacobs-Churchill House and Garage as they exist as of the date of this Agreement, as documented in the photographs attached as part of Exhibit B:

Jacobs-Churchill House and Garage:

- 4.1 whether or not visible in the photographs attached as part of Exhibit B, all structural members and framing, including but not limited to, interior beams, posts, girts, plates, studs, sheathing boards, rafters, purlins, masonry walls, and masonry piers, including any masonry walls, window lintels, or other elements that constitute both interior and exterior elements because they are load bearing or otherwise extend from the interior to the exterior;

Jacobs-Churchill House:

- 4.2 at the Main Block and Southeast Wing, the space configuration and door locations of all rooms, closets, halls and stair halls at the first and second stories excepting the space configuration and door locations that are interior to the Main Block's southwest kitchen and second story southwest bath;
- 4.3 at the Main Block and Southeast Wing, all hardwood floors of all rooms, closets, halls and stairhalls at the first and second stories excepting the Main Block's southwest kitchen and second story southwest bath;
- 4.4 at the Main Block and Southeast Wing, all woodwork of all rooms, closets, halls and stairhalls at the first and second stories, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, door stops, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing and other decorative elements, excepting the Main Block's southwest kitchen and second story southwest bath; provided if Grantor chooses to remove woodwork, including cabinets, from the southwest kitchen and second story southwest bath. Grantor shall allow Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity those elements or portions thereof, together with the materials in which they are set, that Grantor has identified for removal and Grantee desires to remove and preserve;

- 4.5 at the Main Block and Southeast Wing, the unpainted character of the woodwork located at the Main Block's northeast entry hall, stair hall, east dining room and north parlor and at the Southeast Wing's south family room;
- 4.6 at the Main Block and Southeast Wing, all doors and windows, window screens, and door and window hardware at all rooms, closets, halls and stairhalls at the first and second stories, excepting such items that are interior to the Main Block's southwest kitchen and second story southwest bath;
- 4.7 at the Main Block and Southeast Wing, all fireplaces and hearths in their entirety, including any attached iron or brass hardware, whether decorative or functional; and
- 4.8 at the Main Block the slate window sills at the east dining room and north parlor.
5. **REVERSIBLE ALTERATIONS.** Grantee shall approve the activities identified below, except as noted below, provided that Grantee first reasonably determines that the proposed activity will not permanently alter or adversely affect any Protected Features:
- 5.1 installation of screens, storm windows, and storm doors;
- 5.2 installation of insulation at the attic floors or in the cellar, provided that no insulation shall be introduced in any way into any vertical wall cavities;
- 5.3 electrical re-wiring; provided that no electrical fixtures are in any manner imbedded in or attached to protected woodwork and structural members and that other framing is not cut or otherwise altered without the prior approval of Grantee;
- 5.4 replacement of plumbing lines and plumbing fixtures;
- 5.5 interior and exterior painting or paint removal, interior wallpapering in the second story bedrooms, provided that the material(s) and method(s) to be used to remove paint shall not damage the underlying substrate, and the unpainted woodwork referred to in Section 4.5 shall not be covered or altered without the prior approval of Grantee; and
- 5.6 replacement of individual panes of broken window glass.
6. **USE, MAINTENANCE AND OTHER ACTIVITIES.**
- 6.1 **Additions.** No Addition shall be erected without prior written approval of Grantee. With the prior written approval of Grantee, Grantor may add a one story

or a one-and-one half-story Addition that extends southwesterly from the southwest elevation of the Main Block, has a footprint no larger than 450 square feet, has a roof that complements the pitch of the original roof and is clad with an exposed roofing material of individually laid tiles that match or resemble the color and surface of the Ludowici red roof tiles of the Main Block, provided that no part of the load bearing stone wall of the Main Block may be removed to construct the Addition, and that no part of the load bearing stone wall of the Main Block may be obstructed or obscured by any portion of the Addition. Grantor may build a pitched roof Addition on or in replacement of the existing flat roof of the Garage with prior written approval of Grantee, provided that the pitched roof has a pitch similar to the pitch of the original roof of the Main Block and is clad with an exposed roofing material of individually laid tiles that match or resemble the color and surface of the Ludowici red roof tiles of the Main Block. Any such Addition to the Main Block or to the Garage shall have exterior surfaces that are consistent and sympathetic with the exterior stone, brick, and wood plank exterior surfaces of the Main Block, with stucco also being permitted. Any permitted Addition shall be considered part of the Main Block or the Garage, as the case may be, for purposes of this Agreement.

- 6.2 **Additional Structures.** No Structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises without prior written approval of Grantee.
- 6.3 **Communication and Energy Source Structures.** Towers, television antennas or dishes, surveillance cameras, and wind turbines shall not be installed or affixed on the Jacobs-Churchill House including on any addition permitted under Section 6.1, or affixed, without prior written approval of the Grantee, on the Garage or any additional structure permitted under Section 6.2. In addition, notwithstanding any provision in this Agreement to the contrary, freestanding or attached towers, exterior antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall not be installed or affixed anywhere on the Premises without the prior written approval of Grantee.
- 6.4 **Topographical Changes and Landscaping.** In addition to the restrictions of Section 2.1, to protect the historic setting and Protected Features of the Buildings and Land, no alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one foot at any location as compared to the grade level on the date of this Agreement without the prior written approval of Grantee. No soil, loam, rock, or mineral resource or natural deposit shall be excavated, dredged or removed from the Premises, no soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material shall be placed, filled, stored or dumped on the Premises, and no trees, hedges, shrubs, or other vegetation higher than twenty-five feet, shall be removed from the Premises or otherwise destroyed without the prior written approval of

Grantee, except as necessary to enable an Addition or Structure approved under Subsection 6.1 or 6.2, if any, or a relocation permitted under Subsection 6.6, if any. The provisions of sections 2.1 and 6.4 shall not be deemed to restrict activities necessary (i) to preserve or protect the Premises, (ii) to maintain existing trees, lawn, gardens, or utilities associated with the Premises, (iii) for the planting of trees, shrubs, flowers, herbs or grasses except in violation of Subsections 2.2 or 2.5, or (iv) to an approved Archaeology Plan or restoration after archeological activity as provided for in Subsection 6.11.

- 6.5 **Demolition.** Grantor shall not cause, permit, or allow, either through positive action or neglect, demolition of any part or all of the Jacobs-Churchill House. If any condition shall ever exist on or in the Jacobs-Churchill House that is alleged to justify demolition, such as, but not limited to, mold or structural failure, the condition shall be remediated by the Grantor pursuant to Grantee's express guidance and instruction and no such demolition will be permitted. Notwithstanding Sections 3 and 4.1 above, the Garage may be removed at any time.
- 6.6 **Relocation.** Neither any portion nor all of the Jacobs-Churchill House or Garage shall be moved from its present location unless such moving is required by a taking through eminent domain and only after all appeals and processes to contest the taking have been completed.
- 6.7 **Signs.** No signs, billboards or other advertising displays shall be placed on, painted onto or affixed to any of the Buildings or any other portion of the Premises except that, subject to Grantee's prior written approval, Grantor may erect an approved sign or marker which identifies the historical significance and associations of the Premises. This paragraph shall not prevent Grantor from placing temporary, free-standing signs on the lawn provided such signs are in accordance with local law.
- 6.8 **Use.** Grantor shall not permit, facilitate, encourage, or suffer any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is determined by Grantee to be inconsistent with the intent of this Agreement or to adversely affect the historic significance of the Jacobs-Churchill House, Garage, and Land. Without limiting the generality of the foregoing, the Premises may be used for a single-family residence, which may include using a portion of the Premises for a home professional office for a member of the family in residence, provided that such use is permitted by local zoning ordinances. With respect to matters not covered by this Agreement, Grantor shall have the right to operate and use or to permit the operation and use of the Premises in such manner as it determines, provided that such operation and use is not inconsistent with the intent of this Agreement or applicable laws.

6.9 Maintenance.

6.9.1 General. Grantor at all times will maintain the Jacobs-Churchill House and Garage and all other portions of the Premises in a good and sound state of repair to prevent the deterioration or destruction through alteration or neglect of the Protected Features.

6.9.2 Cost of Maintenance. Grantor is responsible for and shall pay the total cost of continued maintenance, repairs and administration of the Jacobs Churchill House and Garage and the other portions of the Premises necessary to preserve the Protected Features and otherwise to comply with the terms of this Agreement with respect to the Jacobs-Churchill House and Garage, the Land, and all other portions of the Premises. Grantor covenants that it shall indemnify and hold Grantee harmless from and against any such costs. The Grantor may seek financial assistance for these purposes.

6.10 Compliance with Law. Nothing contained in this Agreement shall be interpreted to authorize or permit the Grantor to violate or to allow a violation of any law, ordinance or regulation of any governmental body, relating to building materials, construction methods, occupancy, or use of the Premises. Grantor promptly shall notify Grantee in writing of any conflict that may be perceived to arise between any law, ordinance or regulation and the terms of this Agreement, and shall cooperate with Grantee and local authorities and any other relevant governmental body to accommodate the purposes of both this Agreement and such law, ordinance or regulation. No construction and no other alteration or change of materials, methods, use or occupancy which would create or contribute to or exacerbate any such conflict, or cause such conflicting law, ordinance or regulation to be applicable to the Premises or any of the Protected Features, shall be undertaken without the prior written approval of Grantee.

6.11 Archaeology. The conduct of archaeological activities, including without limitation archaeological surveys or excavation for the purpose of archaeology and artifact retrieval on or in the Jacobs Churchill House or Garage or any other portion of the Premises, may occur or be permitted to occur only in accordance with an archaeological field investigation plan (the "Archaeology Plan") prepared by or on behalf of the Grantor and approved in advance of such activity in writing by the State Archaeologist of the Massachusetts Historical Commission (or, if Massachusetts General Laws cease to require approval by the Massachusetts Historical Commission for the perpetual enforceability of historic preservation restrictions, then by the official recognized by Grantee from time to time as having responsibilities for preservation of archaeological resources in the Commonwealth of Massachusetts). Plans for restoration of the site of archaeological activity shall be submitted to Grantee in advance of restoration,

and such restoration shall be conducted only in accordance with a plan approved by Grantee.

7. **INSURANCE.**

- 7.1 **Property.** Grantor, at its expense, shall carry and maintain at all times property damage insurance on the Jacobs-Churchill House and Garage with full replacement cost coverage against loss from all perils commonly covered under the broadest standard dwelling house policy form in use from time to time, including (in each case to the extent that coverage of such peril is available on commercially reasonable terms) without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion.
- 7.2 **Liability.** To the extent that liability coverage is not provided by the property damage insurance required under Section 7.1, the Grantor, at its expense, shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death, and property damage, identifying the Jacobs-Churchill House and Garage and the Premises as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement.

Notwithstanding anything in this Agreement to the contrary, if members of the public, as distinct from only specific invitees of the Grantor, are allowed access to the Jacobs-Churchill House, or Garage, or any other portion of the Premises, the following provisions shall apply in lieu of the provisions of this section 7.2 stated above:

***Liability.** Grantor, at its expense, shall carry and maintain at all times commercial general liability coverage identifying the Jacobs-Churchill House and Garage and the Premises as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement.*

- 7.3 **Other Requirements.** Every policy required by this Section 7 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service. Grantor shall promptly provide copies of all insurance policies required by this Section and all supplements or endorsements thereto to Grantee.
- 7.4 **Changes in Practice.** Grantee reserves the right to change the coverage requirements provided under this Section 7 from time to time to reflect changes in

the best practices for property and liability coverages for historic houses in New England provided Grantee first gives Grantor thirty (30) days' advance notice of any such change.

8. **PROPERTY DAMAGE.**

- 8.1 **Protection against impending damage.** The Grantor will take reasonable steps to prevent or reduce impending property damage to the Premises that is predicted to occur and of which the Grantor has notice and to prevent or reduce further damage to the Premises that may follow and result from such property damage.
- 8.2 **Notice.** If the Jacobs-Churchill House or Garage or Premises or any portion of any of them is damaged or destroyed, Grantor shall notify Grantee in writing within seven (7) days of the damage or destruction, and such notification shall identify what, if any, emergency protective work has been completed.
- 8.3 **Restoration.** Except as set forth in this Section, in the event of any property damage (as defined below) to all or part of the Jacobs-Churchill House or Garage or any other portion of the Premises, (a) Grantor shall submit to Grantee a proposal in accordance with Section 13 of this Agreement for Grantee's approval to restore the portion or all of the Jacobs-Churchill House or Garage or the other portion of the Premises using similar materials, workmanship and design and in a manner which shall protect, preserve, and restore those Protected Features that have not been totally destroyed, and (b) Grantor shall then protect, preserve, and restore the Jacobs-Churchill House or Garage or the other portion of the Premises in accordance with such proposal as Grantee has approved. Grantee shall release property damage insurance proceeds to fund such approved restoration, and any property damage insurance proceeds in excess of the cost of such restoration shall be released as directed by Grantor. Grantor shall not be required to expend funds for any restoration in excess of property damage insurance proceeds.
- 8.4 **Substantial Property Damage.** Notwithstanding any other provision of this Agreement to the contrary, in the event of substantial property damage to the Jacobs-Churchill House or Garage or any other portion of the Premises that was not caused by the intentional misconduct or gross negligence of the Grantor, Grantor may request the approval of Grantee not to restore the Jacobs-Churchill House or Garage or other portion of the Premises under this Agreement. If Grantee, in its sole discretion, determines that the extent or nature of such property damage would prevent restoration in a manner that would protect the remaining Protected Features, then Grantee may grant such approval and Grantor may elect not to restore the Jacobs-Churchill House or Garage or other portion of the Premises under this Agreement. If such approval not to restore is granted, then before any remaining portion of the Jacobs-Churchill House or Garage or other portion of the Premises is relocated or otherwise altered, Grantor shall allow

Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity any such Protected Features, or portions of the Protected Features, together with the materials in which such features are set, that Grantee desires to salvage, and all property damage insurance proceeds shall be released as directed by Grantor.

8.4.1 Demolition by Neglect. Notwithstanding any other provision of this Agreement, Grantor agrees to prevent "demolition by neglect" of an unsafe structure as outlined in Section 115.1 of the International Building Code as amended from time to time. Demolition by neglect will not be deemed to create an economic hardship that would permit relief from this term of this Agreement.

8.5 Damage Defined. For the purposes of this Agreement, property damage shall be defined as such sudden damage or loss which would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitations).

- 9. TAKING THROUGH EMINENT DOMAIN.** If the Jacobs-Churchill House or Garage or Premises, or any substantial portion of any of them, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice of the procedure or notice of intent by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings, under Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award that would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, Grantee shall have the right to enter onto and into the Churchill House or Garage or Premises (or portion of any of them subject to such taking) for the purpose of choosing and removing for posterity any Protected Features, or portions of Protected Features, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.
- 10. TAXES.** Grantor shall pay on or before the due date all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises.
- 11. INSPECTION.** Grantee shall inspect the Premises at least annually to ensure that the Grantor is in compliance with the restrictions imposed by this Agreement. In addition, Grantee may inspect the Premises more frequently if the Grantee has good cause to believe that damage to a Protected Feature has occurred or is likely to occur, and during periods of repair, renovation or reconstruction, or following damage as Grantee deems appropriate for the nature of the work being conducted. Grantor agrees to grant Grantee free access to all areas of the Premises for any such inspection. Such inspections shall be

made at reasonable hours and only after prior notice to the Grantor. This specific right and duty of inspection shall be delegable by Grantee, to be performed on behalf of Grantee, to any qualified non-profit entity reasonably chosen by Grantee and whose purposes include preservation of structures or sites of historic or aesthetic significance. The failure of Grantee to exercise this right of inspection for any period or periods of time, however, shall under no circumstances be construed as a waiver of such right.

12. WRITTEN APPROVAL.

12.1 Approval. Whenever Grantor desires to undertake any activity which, by the terms of this Agreement, is not to be undertaken without Grantee's approval, Grantor shall first deliver to Grantee a written request for approval, describing the specific activity proposed (including, but not limited to, the nature, scope, schedule, budget and, if applicable, materials, design and location of the activity, and by whom the activity will be performed) in sufficient detail as reasonably determined by Grantee to enable it to evaluate the proposed activity and the potential effect of the activity upon the features and interests protected by this Agreement (a "Request for Approval"). Grantor shall supplement the written Request for Approval with any and all supplementary documentation, including, but not limited to, architectural drawings, site plans, photos or digital images, as Grantee reasonably determines are necessary to fully describe the proposed activity for the purposes of this Section 12. In exercising its discretion, Grantee shall apply standards that it establishes from time to time of general applicability to similar historic properties on which it holds restrictions. Approval by Grantee for any such activity shall be in recordable form, executed and acknowledged by any one or more of the President, Treasurer, Director or such officer or officers who may succeed to their responsibilities under other titles.

12.2 Waiver; Other Approval. Grantee may, in its sole discretion, waive the submittal of a Request for Approval or the issuance of a recordable approval, or both, for any activity described in Section 5, provided Grantee will provide an approval in recordable form for those activities if requested by Grantor. Notwithstanding any other provision of this Agreement to the contrary, Grantee may, in its sole discretion, grant written approval for any other activity by Grantor which is restricted by any provision of this Agreement in addition to those activities which are not to be undertaken without approval by Grantee, but only in accordance with the procedures set forth in Subsection 12.1.

12.3 Timing. Grantee shall grant or deny its approval for such proposed activity not later than sixty (60) days after the later of the date (i) Grantee has received a Request for Approval as supplemented as reasonably determined by the Grantee under 12.1 or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of evaluating such proposal or delivers to a Grantor a written waiver of such inspection. If Grantee does not

give the Grantor a written request for such inspection within sixty (60) days after Grantee has received a Request for Approval, Grantee shall be deemed to have waived such inspection for such proposal. If Grantee does not deny its approval for the proposed activity within the time period provided by this section 12.3, the approval shall be deemed to have been granted as of the end of the final day of such time period. The provisions of the preceding two sentences shall not apply to any proposed activity that is expressly prohibited by the terms of this Agreement.

- 12.4 **Conditions.** Grantee may approve or deny all or any portion of the activity set forth in a Request for Approval or grant its approval subject to conditions, or any combination of such approvals, denials, or conditions. Such conditions may include the expiration of such approval for activity conducted within a certain period of time or prior to conveyance of the Premises. If an activity is conditionally approved, such activity shall not be undertaken except in compliance with such condition(s) and the failure to conform to such condition(s) shall be a breach of this Agreement. Approval as to any activity shall under no circumstances be construed to waive the requirement for approval for any other activity or for a duplication of the same activity at a later time or affecting any other portion of the Premises.

13. **COMMUNICATIONS.**

The provisions of this Section 13 shall not limit the generality of any other provision of this Agreement. If Grantee gives Grantor written notice that Grantor has failed to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed (a "Violation Letter"), Grantor may respond in writing within 60 days of the date that Grantor receives the Violation Letter in hand disputing the existence of such failure and demanding arbitration thereof (an "Objection Letter"). Grantee may record notice of such Violation Letter with the Registry. If Grantor does not timely deliver an Objection Letter to Grantee, Grantor shall conclusively be deemed to agree with the contents of the Violation Letter and to waive all right thereafter to dispute the existence of such failure. Whether or not Grantor delivers an Objection Letter to Grantee, if the activity that gave rise to the Violation Letter remains in progress, Grantor shall immediately cease such activity.

14. **ENFORCEMENT.**

- 14.1 **General.** If Grantor shall fail to perform or observe any restriction, agreement, or condition in this Agreement to be performed or observed by the Grantor, Grantor acknowledges that such a failure may cause Grantee irreparable harm, and Grantee shall have the right to enforce this Agreement by legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (Grantor agreeing that Grantee has no adequate remedy at law if Grantor shall fail to perform or observe any

restriction, agreement or condition contained in this Agreement). The provisions of this Section 14.1 shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.

- 14.2 Venue and Jurisdiction.** Grantor and Grantee agree that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in the courts of the Commonwealth of Massachusetts and the United States District Court for Massachusetts, and in no other jurisdiction. By execution and delivery of this Agreement, Grantor irrevocably accepts and submits to the non-exclusive jurisdiction of any such court and to service of any summons, complaint and/or legal process by registered or certified United States mail, postage prepaid, to Grantor at Grantor's Address, such method of service to constitute, in every respect, sufficient and effective service of process in any legal action or proceeding. Neither the Grantor nor the Grantee shall seek, and by this clause each of them waives, a trial by jury in any lawsuit, proceeding, counterclaim or any litigation procedure based upon or arising out of this Agreement or the dealings or the relationship between Grantee and Grantor, or any person claiming by, through or under Grantor.
- 14.3 Self Help.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement to be performed or observed by the Grantor, other than an obligation to pay money, and shall not cure such default within seven (7) days after notice from Grantee specifying the failure, Grantee may, at its option, without waiving any other remedy or any claim for damages for breach of this Agreement, at any time thereafter apply for and obtain in its own name or in Grantor's name such permits and approvals as may be reasonably necessary to cure such failure, enter upon the Premises, and cure such failure for the account of Grantor. Any reasonable amount paid or any reasonable contractual liability incurred by Grantee in so doing shall be deemed paid or incurred for the account of Grantor. Grantor shall reimburse Grantee promptly for those amounts and save Grantee harmless from those amounts. Grantee may cure any such failure prior to the expiration of the waiting period and after notice to Grantor, if the curing of such failure prior to the expiration of the waiting period is reasonably necessary to protect the Premises or any Protected Features. Without limiting the generality of this Subsection 14.3, Grantor's obligation to reimburse Grantee as provided in this Subsection 14.3 shall be entitled to the status of a contract pursuant to Massachusetts General Laws, Chapter 254, as amended from time to time (sometimes known as the Mechanics' Lien Law). To cause this Agreement to constitute a Notice of Contract or such other notice as is necessary to afford Grantee the right to file a claim, notice is given that by virtue of this Agreement between Grantor and Grantee, as contractor for the purposes of this Subsection 14.3, Grantee may furnish labor and material or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on the Premises as set forth in this Section.

- 14.4 Mortgage Protection.** Any lien that may arise pursuant to this Section 14 or otherwise with respect to this Agreement shall be subject and subordinate to a first mortgage of record held by a bank, saving and loan association, trust company, credit union, insurance company, pension fund or other institutional lender to the extent of the principal amount secured by such mortgage and disbursed as of the date such notice of lien is recorded.
- 14.5 No Waiver.** Failure of Grantee to complain of any act or omission on the part of Grantor, no matter how long the act or omission may continue, shall not be deemed to be a waiver by Grantee of any of its rights under this Agreement. No waiver by Grantee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No waiver by Grantee at any time of the requirements for submittal of a Request for Approval or issuance of a recordable approval, pursuant to Subsection 13.2, for an activity described under Section 5 shall be deemed a waiver of such requirements as to such activity at any other time or as to any other activity. No payment by Grantor or acceptance by Grantee of a lesser amount than shall be due from Grantor to Grantee shall be deemed to be anything but payment on account, and the acceptance by Grantee of a check or other payment for a lesser amount with an endorsement or statement on the check or other payment or upon a letter or message accompanying such check or other payment that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Grantee may accept such check or payment without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Grantee may have under this Agreement or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Grantee or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.
- 14.6 Estoppel Certificate.** Grantee agrees to deliver to Grantor and/or to any holder of a mortgage on the Premises identified by Grantor a statement to Grantee's knowledge whether Grantor is in compliance with this Agreement, not later than thirty (30) days after the later of the date (i) Grantee has received a written request for such statement from Grantor, or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of responding to such request or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within fifteen (15) days after Grantee has received such request from Grantor, Grantee shall be deemed to have waived such inspection for such request.

14.7 Liability of Grantor and Grantee. Any obligation or liability imposed on Grantor by this Agreement will end as to any person or persons acting as or having a status as Grantor at the time when the person or persons convey all of their right, title, and interest in the Property to another person or persons, except as provided in section 19.3. The extent of Grantor's liability to Grantee under this Agreement will be limited to the value of Grantor's interest in the Premises. Any obligation or liability imposed on Grantee by this Agreement will continue after a person or persons acting as or having a status as Grantee stops acting as or having the status as Grantee unless and until Grantor expressly agrees in writing that such obligation or liability would not continue beyond the time that such person or persons stopped acting as or having a status as Grantee, which agreement Grantor will not unreasonably withhold. Grantor will not be deemed to be unreasonable in withholding such agreement if Grantee's assignee under this Agreement is not substantially as capable in all respects of performing Grantee's obligations under this Agreement as is Society for the Preservation of New England Antiquities, Inc. as of the date of this Agreement.

15. EXTINGUISHMENT. Grantor and Grantee acknowledge the possibility that circumstances, including condemnation or casualty, may arise in the future that render the purpose of this Agreement impossible to accomplish or one or more of the provisions of this Agreement impossible to perform as to a portion or all of the Premises. If such circumstances arise, the provisions of this Agreement that are rendered impossible to perform by such circumstances, may be extinguished with respect to the portion or all of the Premises affected, (i) by judicial proceedings in a court of competent jurisdiction, or (ii) if the Agreement has been approved by the Massachusetts Historical Commission and the Selectmen of the Town of Winchester as a preservation restriction having the benefit of Massachusetts General Laws Chapter 184, Section 32 in compliance with the applicable requirements of Massachusetts General Laws Chapter 184, Section 32, as it may be amended from time to time, by approvals by the Selectmen of the Town of Winchester and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect with respect to the Premises, and the extinguished portions shall remain in full force and effect with respect to the other portions of the Premises unless and until this Agreement is terminated or extinguished in compliance with said requirements.

16. TRANSFERS.

16.1 Subdivision and Leasing. The Premises shall not be subdivided for any purpose, including conveyance or lease, provided that this Section shall not be deemed to prohibit the leasing of the Jacobs-Churchill House or Garage or Premises for uses permitted by this Agreement. For the purposes of this Agreement, the definition

of "to subdivide" shall include to cause any portion of the Land less than the entirety of the Land to be divided, conveyed or made conveyable as a distinct parcel apart from the remainder of the Land, including, to submit a plan that shows the Land as other than one unitary lot for the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement for all or any portion of the Premises shall be in writing and shall include the following notice placed prominently in capitalized letters: "This Lease and the portion of the Premises to which it applies are subject to an Agreement and restrictions granted to the Society for the Preservation of New England Antiquities D. B.A. Historic New England (SPNEA), a copy of which is attached to this Lease, which contains substantial restrictions including restrictions on construction, alteration, and redecorating activities in and on the Premises subject to this Lease. Notwithstanding any other provision of this Lease, no such activity shall be undertaken without prior review by SPNEA of such restrictions and strict compliance with them. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease. SPNEA shall be considered a third-party beneficiary for this purpose under this Lease."

- 16.2 **Insertion in Subsequent Instruments.** Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or pledges or mortgages any interest in the Premises. Concurrently with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of its doing so. Failure by Grantor to comply with the requirements of this Subsection 16.2 shall not affect the validity, enforceability or priority of this Agreement or any lien arising under this Agreement. If Grantor does not include the reference in the deed or other legal instrument, the Grantee may record a paper that makes reference to the deed and to this Agreement in the name of the Grantor.
- 16.3 **Written Acceptance.** Before taking legal possession of all or any portion of the Premises, each subsequent Grantor of the Premises shall indicate its acceptance of the restrictions contained in this Agreement by a letter to Grantee. Such acceptance shall include a promise to maintain at all times and in good condition, the significant historical, architectural, scenic and environmental characteristics of the Premises covered by these restrictions. Failure by any new Grantor to so indicate, and failure by Grantee to demand such indication, shall not affect the applicability, validity, enforceability, or priority of this Agreement or any lien arising under this Agreement.

- 16.4 **Restrictions Run with the Land.** Notwithstanding anything to the contrary contained in Section 16 above, the burden of this Agreement shall constitute a binding servitude and shall run with the land in perpetuity as allowed under Massachusetts General Laws Chapter 184, Sections 31-33, or, in the event that this Agreement is not approved by the Massachusetts Historical Commission or the Selectmen of the Town of Winchester, as a preservation restriction having the benefit of Massachusetts General Laws Chapter 184, Section 32, in perpetuity to the maximum extent allowed pursuant to Massachusetts General Laws Chapter 184, Sections 23 and 27 or any other applicable provision of law.
- 16.5 **Assignment.** All of the rights and restrictions enforceable by Grantee pursuant to this Agreement shall be assignable by Grantee for preservation purposes only and without consideration, to any governmental body or any entity described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986 as amended whose purposes include preservation of structures or sites of historic or architectural significance in perpetuity and that the Grantee deems capable of effectively carrying out the purposes of this Agreement and enforcing such rights and restrictions. Any such non-governmental entity must also be qualified to hold preservation restrictions under Massachusetts General Law, Chapter 184, Section 32.
17. **NOTICES.** Every notice, request, demand, consent, waiver or other communication which either party may be required to give to the other party under this Agreement (collectively, a "notice"), shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery service with acknowledgment of receipt required --if to Grantor, then to Grantor at 38 Rangleley Road, Winchester, Massachusetts, 01890-2634 ("Grantor's Address"), and if to Grantee, then to the Historic New England Stewardship Program, Historic New England, 185 Lyman Street, Waltham, Massachusetts 02452-5645. Each party may change its address for these purposes by written notice to such effect to the other party. Except as otherwise provided in Section 13, every notice, shall be deemed given as of the sooner of the date of a signed receipt or the date when delivery was first attempted. Grantor will have the right to modify the means of delivery required by this section upon sixty days' notice to Grantee to account for technological changes.
18. **SUBORDINATION OF PRIOR LIENS.** Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances not of record and prior in right to this Agreement.
- 18.1 **Homestead.** Grantor hereby subordinates all rights of homestead of Grantor and of any and all beneficiaries of Grantor, and affirms under the penalties of perjury that, as of the date of execution of this Agreement, there is/are no person(s) entitled to claim the benefit of homestead rights in the Premises other than
- _____

19. **MISCELLANEOUS.** The following provisions in this Section 19 shall govern the effectiveness, interpretation, and duration of this Agreement:
- 19.1 **Counterparts.** This Agreement, including its exhibits, is executed in three identical counterparts. After execution hereof, one such counterpart shall be held by each of Grantor and Grantee, and one such counterpart shall be recorded immediately at the Registry.
- 19.2 **Strict Construction.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its purposes and the restrictions contained in this Agreement.
- 19.3 **Owner.** This Agreement shall extend to and be binding upon the Grantor, and all persons or entities hereafter claiming under or through the party executing this Agreement as "Grantor" and all successors in title to the Premises, and the word "Grantor" when used herein shall include all such persons or entities, whether or not such persons or entities have signed this Agreement or now have an interest in the Premises. A person or entity who ceases to hold title to the Premises after having been a Grantor shall cease to have any liability under this Agreement to Grantee except that such person or entity shall remain jointly and severally liable with the successors as Grantor for any monetary liability under this Agreement to Grantee that accrued during the time of such person or entity's ownership.
- 19.4 **Amendment.** For purposes of furthering the preservation of the Jacobs-Churchill House and Garage and Premises and the implementation of the restrictions provided in this Agreement to the fullest extent possible, and of furthering the other purposes of this Agreement, and only to the extent made necessary by changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing. If this Agreement has been approved by the Massachusetts Historical Commission and the Selectmen of the Town of Winchester as a preservation restriction having the benefit of Massachusetts General Laws Chapter 184, Section 32, this Agreement shall not be amended except in accordance with the requirements of Massachusetts General Laws, Chapter 184, Sections 31-33 to the extent applicable. An amendment shall become effective upon recording at the Registry.
- 19.5 **Validity of Agreement.** It is the mutual intent of the parties that this Agreement is made to have the benefit of and be subject to Massachusetts General Laws, Chapter 184, Sections 31-33, but the invalidity of such statutes or any part of the statutes, and the absence of approval of this Agreement by the Massachusetts Historical Commission or the Selectmen of the Town of Winchester or both of

them, shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors, administrators and assigns in perpetuity to each clause of this Agreement whether it be enforceable by reason of any statute, common law or private agreement either in existence now or at any time in the future. This Agreement may be re-recorded, and notice of this Agreement may be recorded, at any time by any Person if the effect of such re-recording or recording of notice is to make more certain enforcement, or extend the enforceability, of this Agreement or any part of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any ancillary or supplementary agreement relating to the subject matter of this Agreement.

- 19.6 **Captions.** The captions used as headings for the Sections and Subsections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.
- 19.7 **No Warranty.** The approval by Grantee of any action by Grantor, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Grantor shall be solely responsible for its own actions.
- 19.8 **Time.** Where a specific number of days are stated for an activity to occur, time is of the essence. If any act required under this Agreement becomes due on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act shall be due on the immediate following business day.
- 19.9 **Grantee's Use of Information.** During inspection of the Property and at other times reasonably agreed upon by the Grantor, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, open space, landscaping, and architectural character and features of the Premises and may use such images and materials of the property to promote its easement program and otherwise in support of its educational and charitable purposes, including reproduction in magazines, newsletters, or other publicly available printed or electronic publications.



Town of Winchester

Town Manager's Office
71 Mt. Vernon Street
Winchester, MA 01890
Phone: 781-721-7133
Fax: 781-756-0505
townmanager@winchester.us

Board of Selectmen Meeting
Monday, February 1, 2016

BUSINESS

Docket Item G-3: Energy Management Committee Update;
WinSaves 2016 Grant Announcement

Supporting Documents:

G - 3:

- National Grid Grant:
 - Memo from Cool Winchester;
 - National Grid Grant Award announcement;
 - Press release
 - NGrid Community Initiative Grant
- FY2015 Winchester Energy Results
 - Annual Fuel Oil Usage – Building champions
 - Annual Natural Gas Usage - Building champions
 - Annual Electricity Usage – Building champions

Action Required:

Susan McPhee and members of
Energy Management will be in attendance.

Docket Item:
G-3:
February 1, 2016

To: Board of Selectmen
From: Cool Winchester
Re: ***National Grid Community Initiative Grant 2016***
Date: 1/29/16
cc: Richard Howard

Cool Winchester is pleased to have been awarded a National Grid Community Initiative Grant for 2016. We respectfully request that the Board of Selectmen vote to accept this award for the Town of Winchester. Work on this grant will profit the Town and help Winchester residents save energy, save money and increase the comfort of their homes.

Attached please find the award letter, a press release and an outline of the structure of the award.

Thank you for your support.

nationalgrid

HERE WITH YOU. HERE FOR YOU.

Susan Mcphee
Energy Coordinator
Spark Energy Conservation, LLC

To Susan Mcphee –

Thank you for applying to the 2016 Community Initiative. I'm pleased to inform you that we have selected Winchester as a participant this year. Congratulations!

The timeframe for the 2016 Community Initiative is January 15 through December 31, so feel free to begin your outreach immediately, if you haven't already. National Grid will make available customized community collateral that you may use for outreach, if you choose. Please reference the attached goals established for this year along with the payouts. I'm looking forward to working with you this year!

Thank you,

Dilena Diaz

Dilena Diaz
Senior Marketing Analyst
Residential Energy Efficiency Marketing
nationalgrid
280 Melrose St
Providence, RI 02907
Office: (401) 784-7448
Cell: (727) 967-1707
dilena.diaz@nationalgrid.com

MAC City/Town	WINCHESTER	BASELINE	LEVEL 1			LEVEL 2			LEVEL 3		
			Threshold Goal	Startup Bonus	Threshold	Cumulative Goal	Additional Incentive	Cumulative Goal	Additional Incentive	Cumulative Goal	Additional Incentive
Home Energy Services	Residential Assessment	number of completed audits	135	\$760.00	\$1,520.01	270	\$1,653.57	405	\$1,920.70		
	Air Sealing	number of completed	38	\$1,220.18	\$2,440.36	76	\$2,725.93	113	\$3,297.07		
	Insulation	number of completed insulation installations	43	\$1,381.79	\$2,763.58	86	\$3,086.98	128	\$3,733.77		
	Heating System	Number of completed heating system installations	9	\$217.74	\$435.49	17	\$458.93	26	\$605.81		
	WiFi Thermostats	number of wifi thermostats installed	14	\$200.11	\$400.21	27	\$507.34	41	\$706.59		
TOTAL			\$3,779.82	\$7,559.65	\$8,427.75	\$10,163.94	\$29,891.16				

TOTAL POTENTIAL REWARD

Date: January 28, 2016

For immediate release:

**Town of Winchester Selected by National Grid
for 2016 Energy Efficiency Initiative**

**Energy Conservation Coordinator Susan McPhee Appointed Coordinator of town's
Initiative -- Win Saves 2016 -- to Help Residents Save Over \$38,000 Annually**

Winchester – National Grid has selected the Town of Winchester to participate in its Energy Efficiency 2016 Community Initiative, which encourages residents to take measures to reduce energy used in homes. Residents do not need to be National Grid customers to participate.

Beyond state and federal energy efficiency incentives already available to residents, the National Grid initiative provides financial incentives to the Town if enough residents implement energy saving measures such as no-cost home energy assessments, air sealing, insulation and replacement of inefficient old heating systems. One of the goals within the initiative is for Winchester residents to complete 405 residential energy assessments by the end of 2016. The Town stands to win an award and receive \$29,900 from National Grid if it achieves all the initiative's goals.

In announcing Winchester's program, named "Win Saves 2016", Energy Coordinator Susan McPhee said, "The Town of Winchester is excited to be participating in this year's National Grid Community Initiative program. A home energy assessment is a fast, easy, and important first step for residents to save energy and money and create a healthier community. Over 1,000 Winchester homeowners have already completed an assessment. We're hoping to raise that number substantially by the end of 2016."

Each measure identified in the National Grid initiative reduces the amount of energy used in a home. If residents of Winchester implement these measures, not only will the Town win the award, but participating residents will save money by reducing the amount of energy they use in their homes while increasing the comfort and value of their homes.

A no-cost Home Energy Assessment takes just a few hours and includes on-the-spot improvements, such as no-cost energy-efficient LED light bulbs for qualified fixtures and water-saving fixtures for faucets and shower heads. Installing one LED bulb can save over \$40 over the life of the bulb, and the average family can save \$310 per year just by switching to water-saving fixtures. Even more substantial savings can result from major insulation work.

Win Saves 2016 is led by the Town of Winchester, in collaboration with Next Step Living and Cool Winchester and with the support from National Grid.

Next Step Living, a Boston-based energy efficiency company certified by Mass Save, has offered to commit substantial resources to support the Win Saves 2016 effort and expects to perform many of the energy assessments. Next Step Living estimates that if residents

participate as hoped in National Grid's initiative, the collective savings to them will exceed \$38,000 per year.

The Town's other partner, Cool Winchester, is a nonprofit, all-volunteer organization which has previously partnered with both Next Step Living and HomeWorks Energy to encourage energy assessments. Its members envision an energy-efficient, environmentally healthy, resilient, connected and caring community. Cool Winchester member Alan Field said, "In the past few years our local government and our Winchester residents have done a great job at both conserving energy in buildings and generating energy through solar rooftops. But there is always more we can and must do to make this a truly resilient and healthy community for the future. Thanks to this NGrid initiative for 2016, we expect to take another major step forward."

Seniors can participate in Win Saves 2016 through Winchester's Senior Energy Grant which provides additional financial incentives and customized personal assistance. Qualified seniors can receive up to \$800 in addition to the other incentives available and Cool Winchester volunteers will help seniors through the home energy assessment process. Seniors can pick up applications at the Jenks Center or at Winchester Cooperative Bank or call 781-721-4759 and leave their name and number. The Senior Grant is supported by Cool Winchester, Winchester Cooperative Bank, and the Council on Aging. For seniors who have completed audits, air sealing and insulation have seen an average annual savings of \$1,100.

Low income families may qualify for additional assistance for insulation and other measures taken during Win Saves 2016.

Win Saves 2016 will reach out to residents by various means — via tabling with Next Step living at various venues, through the local business community, houses of worship, non-profits and in other ways. Informational outreach is already planned for Book Ends located at 559 Main Street, February 6th 10 am-2 pm and at Pairings, located at 600 Main Street, February 27th from 4-7 pm.

Other cities and towns selected by National Grid for the 2016 Energy Efficiency Community Initiative are Lowell, Somerville, Swampscott, Melrose, Quincy, and Newton.

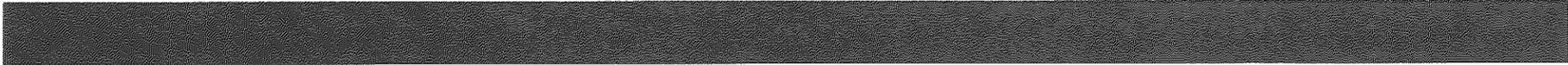
For more information about Win Saves or to schedule your own home energy assessment, visit nextstepliving.com/winsaves, call 800-719-9519 or email Susan McPhee, Energy Conservation Coordinator, at sgmcphee@me.com. A link is planned for the Town website.

Town of Winchester
Board of Selectmen
National Grid Community Initiative Grant
Win Saves 2016
Monday, February 2, 2016

Goals

Win Saves 2016 Jan. 15, 2016-Present		
Category	Goal	Progress
Home Energy Assessment	405	3
Air Sealing	113	
Insulation	128	
Heating System	26	
Wifi Thermostat	41	
Grant \$\$	\$29,931.16	

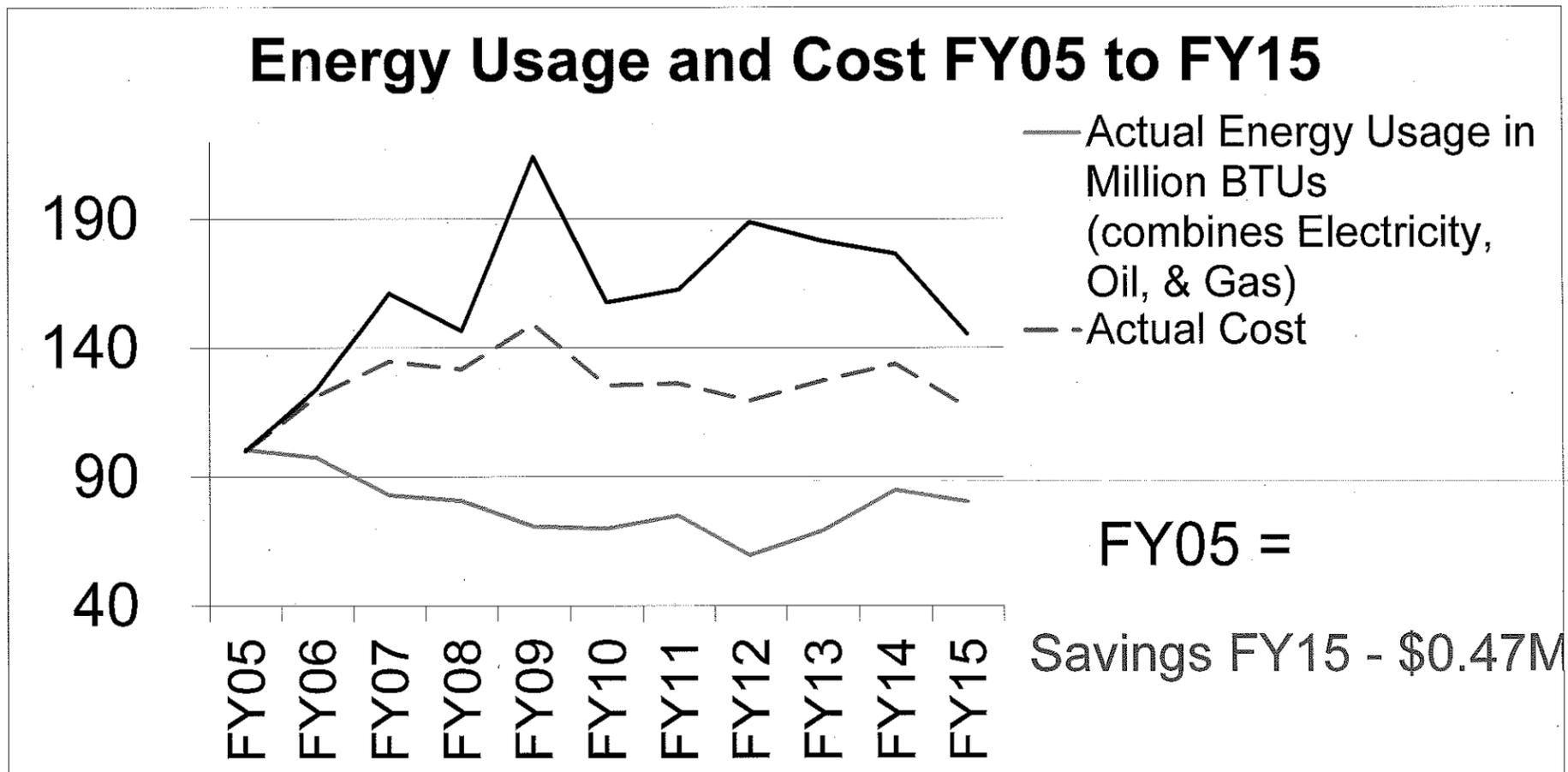
Next Step Living Completed		Monday, January 11,
Winchester Energy Assessments		2016
Assessment Type	Amount	
Home Energy	836	
Dwelling Type	Totals	% Completed HEAs through NSL
Single-Family Homes	6,149	13.6
1-4 Owner Occupied Homes	6,407	13



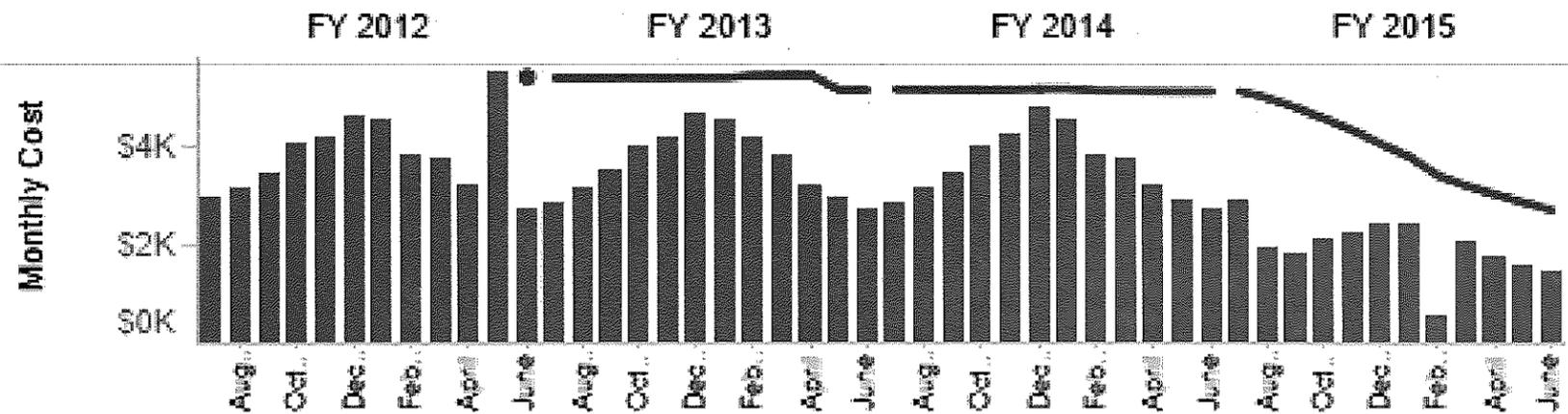
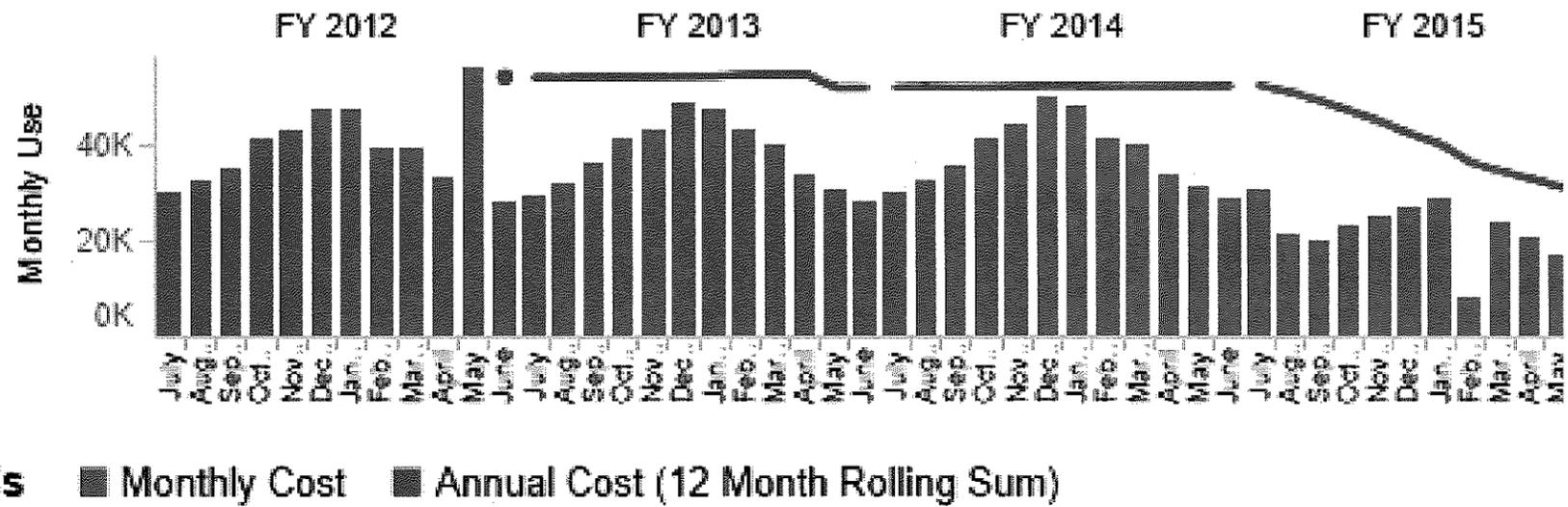
WINCHESTER ENERGY

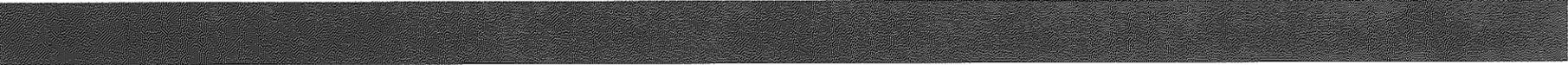
FY15 Energy Results

Energy History: Use and Cost



Street Lights: Savings with LEDs

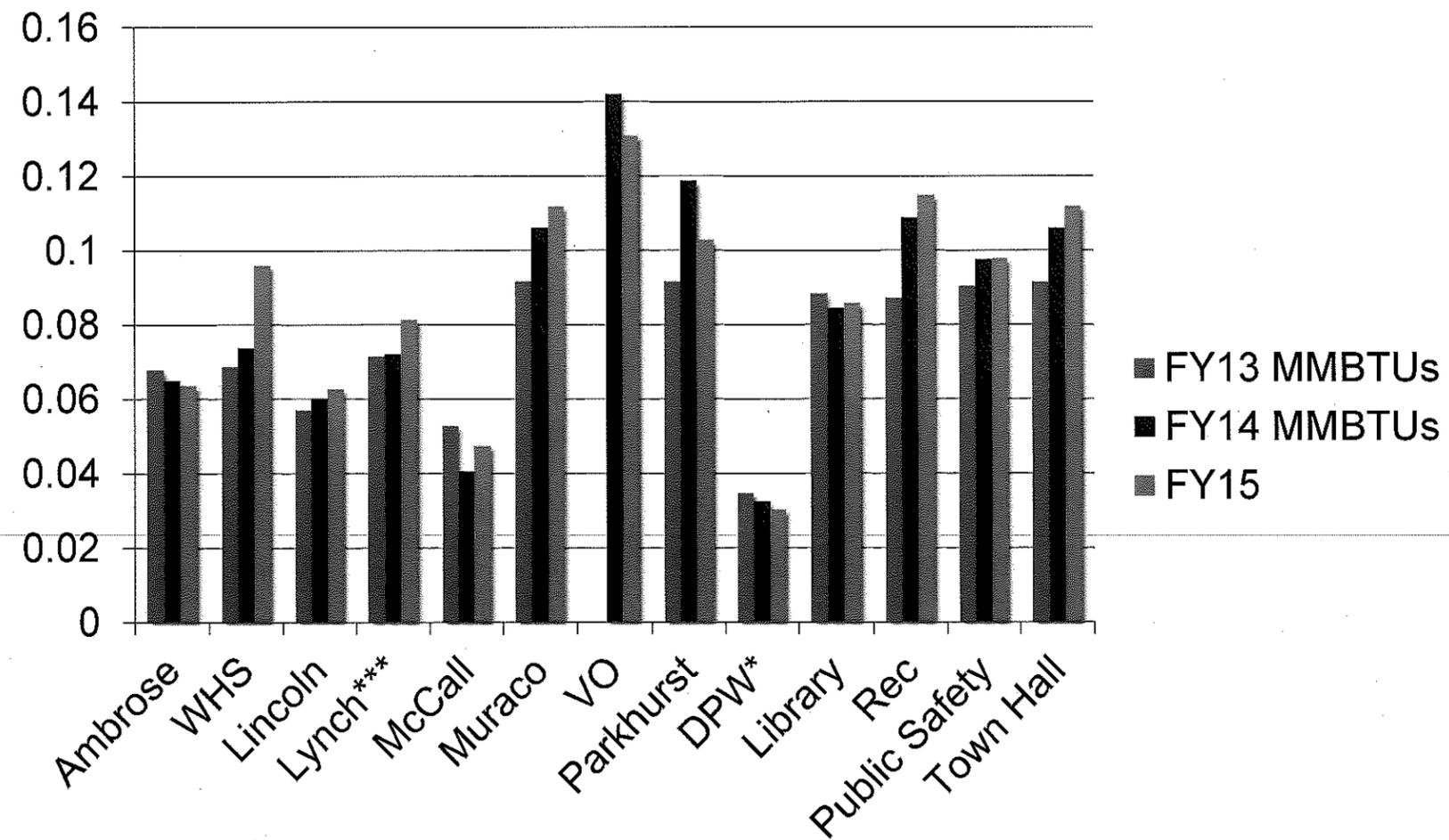




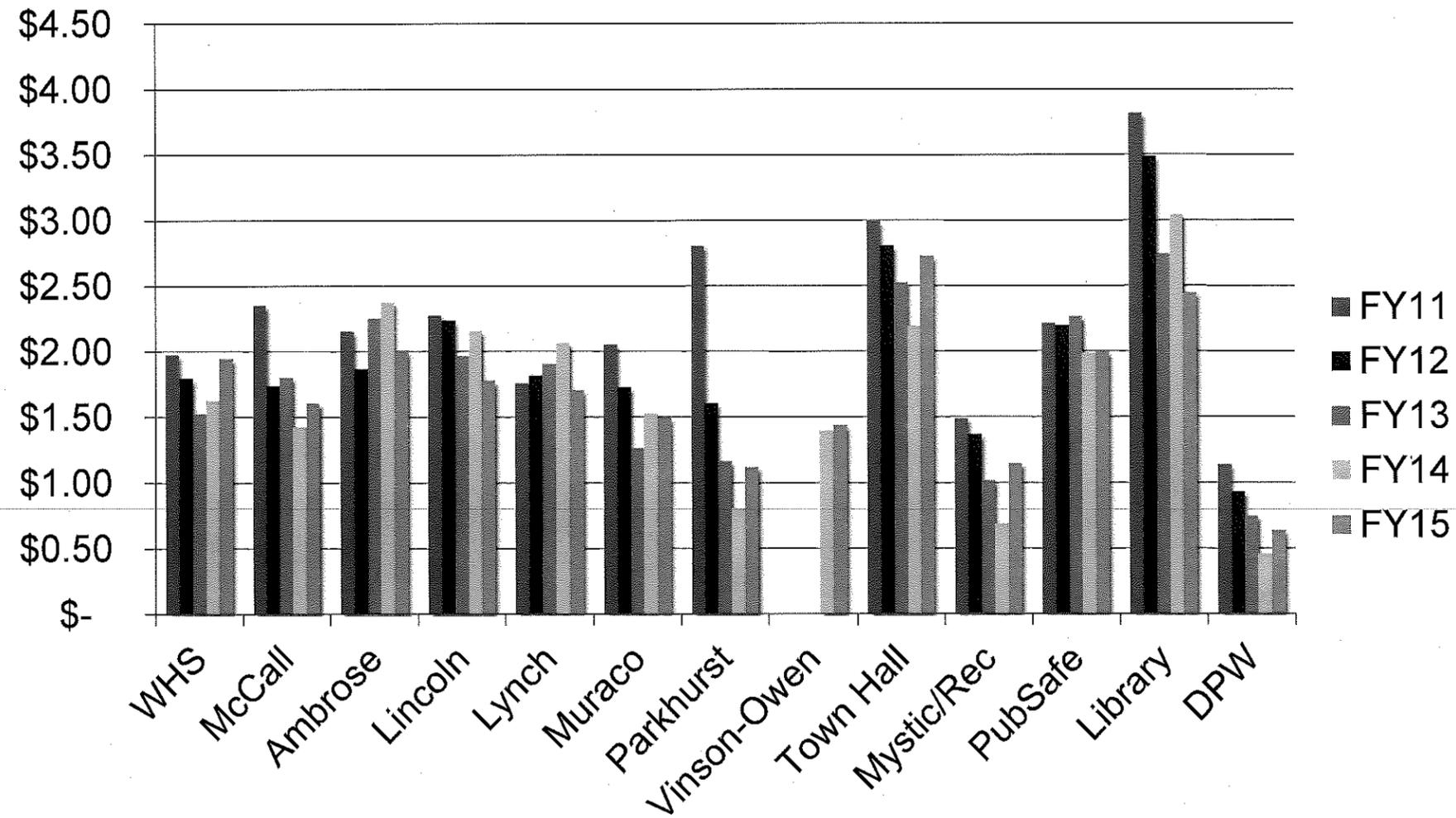
2015 Energy Projects

- Library controls upgrade
 - Add fan coil units and fin tube radiation to controls
 - Result is more consistent temps and comfort
 - Reduced cost
 - Parking lot lighting switch to LED
 - Town Hall/Library lot
 - Jenks lot
 - Electric Vehicles
 - New vehicle for Health Department
 - Used vehicle for Building Inspector
 - Old recycled Crown Vics off the road
 - Charging Station installed
-
-

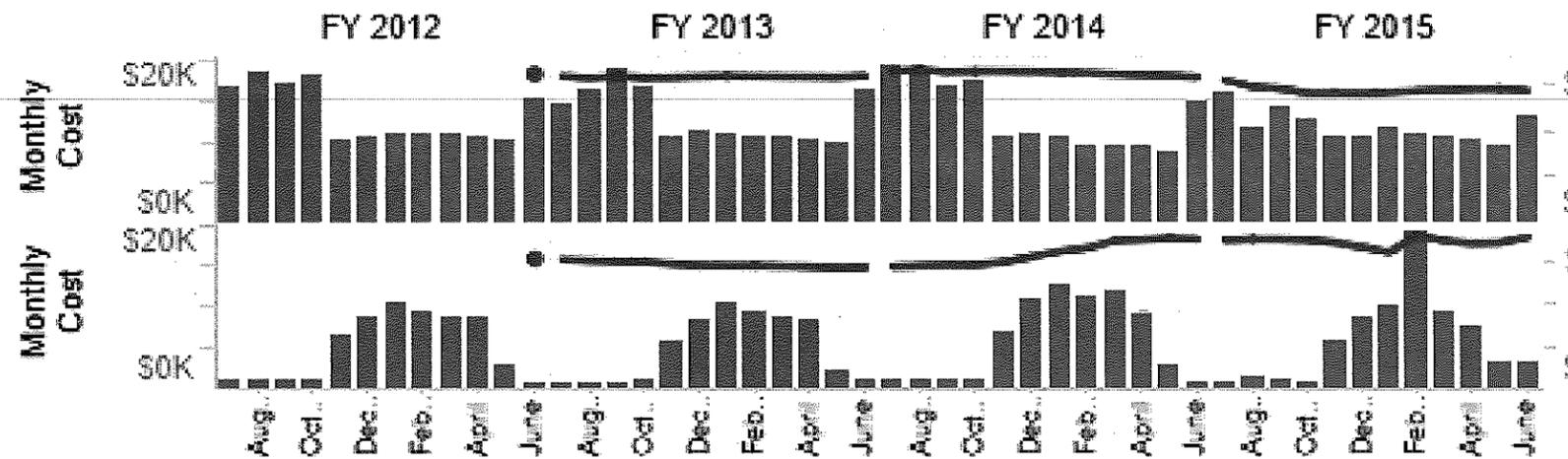
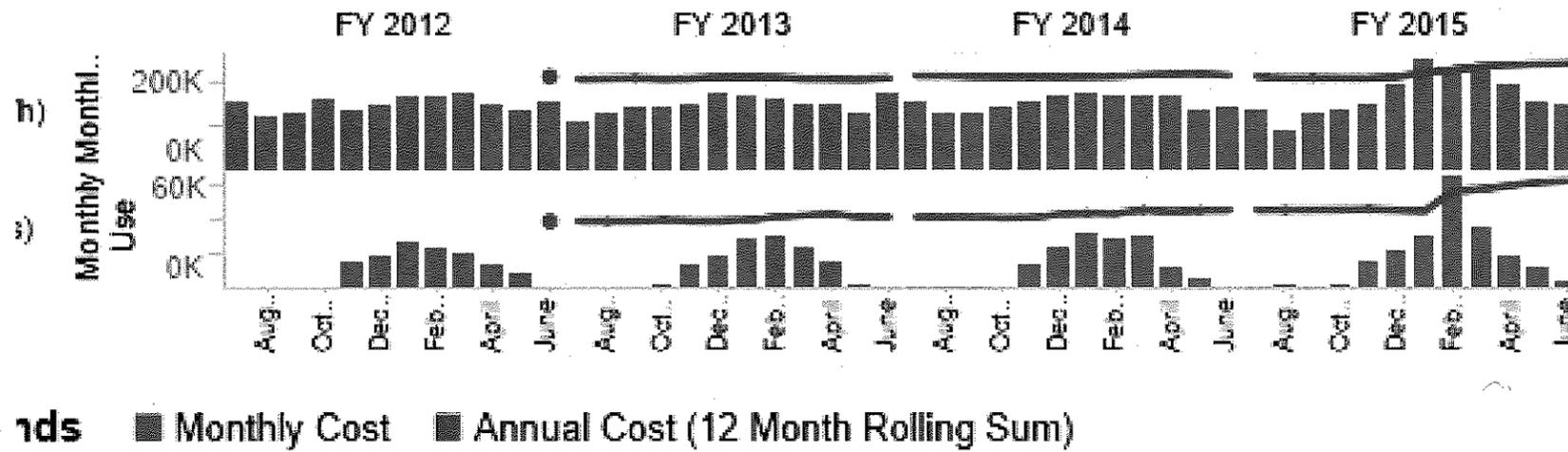
Energy Intensity: MMBTUs/Sq. Ft.

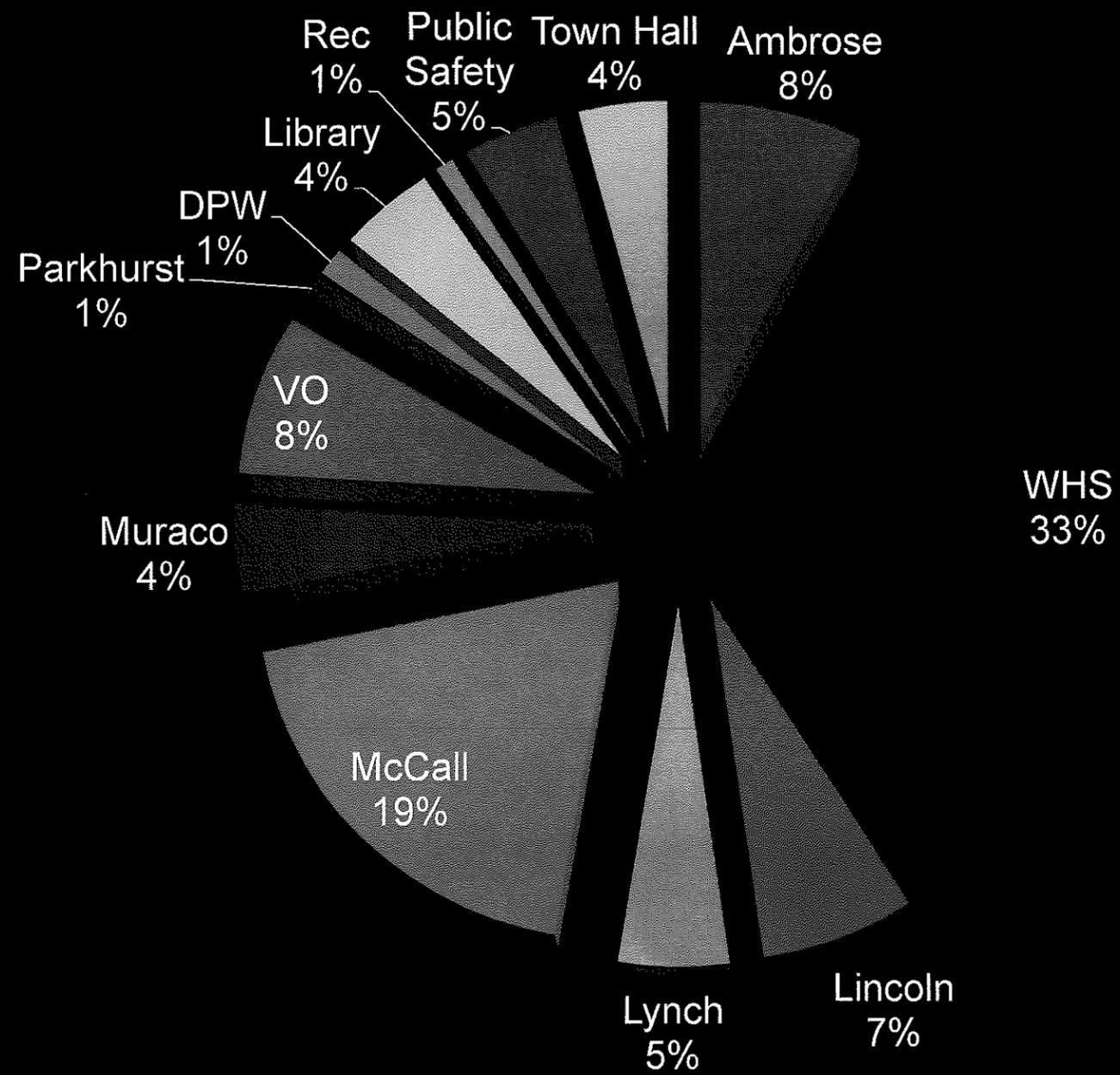


Energy Cost per Square Foot



Energy Trend: Winchester High





Annual Fuel Oil Usage
Building Champions
Winchester

Facility	FY10 Gal.	FY 11 Gal.	FY12 Gal.	FY13 Gal.	FY14 Gal	FY15 Gal	% Change '15 vs. '14	% Change '15 vs '10*
Ambrose* WHS	17,461	22,098	10,007	20,500	19,502	19,114	-2%	9%
Lincoln	17,997	24,129	18,796	18,709	19,988	22,173	11%	23%
Lynch	38,915	22,851	25,139	33,200	34,191	39,236	15%	1%
McCall**	41,054	40,056	25,068	39,642		2,502		
Muraco VO	34,165	-						
Schools Usage	149,592	109,135	79,010	112,051	73,681	83,025	13%	-44%
Schools \$	\$ 335,086	\$ 290,298	\$ 257,916	\$ 369,768	\$ 239,532	\$ 273,567	14%	-18%
DPW	6,419	-						
Library	7,747	9,092	2,001	-				
Rec Public Safety Town Hall****								
Muni Usage	14,166	9,092	2,001					
Muni \$	\$ 31,732	\$ 24,186	\$ 6,351					
Building Champion Usage	163,758	118,227	81,011	112,051	73,681	83,025	13%	-49%
Building Champion \$	\$ 366,818	\$ 314,484	\$ 264,267	\$ 369,768	\$ 239,532	\$ 273,567	14%	-25%
Total Winchester Usage	163,811	149,952	88,091	120,275	83,344	94,692	14%	-42%
Total Winchester \$	\$ 370,213	\$ 399,688	\$ 287,765	\$ 383,868	\$ 272,087	\$ 312,011	15%	-16%
Number of oil facilities	7	5	5	4	3			

Annual Natural Gas Usage
Building Champions
Winchester

Facility	FY10 therms	FY11 therms	FY12 therms	FY13 therms	FY14 therms	FY15 therms	% Change '15 vs. '14	% Change '15 vs '10*
Ambrose WHS Lincoln Lynch McCall Muraco VO Parkhurst	132,644	152,587	124,513	132,722	106,212	189,278	78%	43%
Schools Total	167,256	235,536	180,091	188,405	206,428	325,692 \$ 403,783	58%	95%
DPW Library Rec Public Safety Town Hall		30,821	22,552	27,687	18,349	25,350	38%	N/A
			3,253	9,885	7,988	12,028	51%	N/A
	25,385	29,245	17,746	21,930	27,968	35,739	28%	41%
	18,181	21,963	14,615	21,917	16,326	23,307	43%	28%
	9,292	11,714	9,291	12,710	11,043	16,016	45%	72%
Muni Total	52,858	93,744	67,457	94,129	81,674	112,440 \$ 132,622	38%	113%
BC Total Usage	220,114	329,279	247,548	282,534	288,102	438,132	52%	99%
BC Total \$	\$ 277,344	\$ -	\$ -	\$ -	\$ 336,791	\$ 536,405	59%	93%
Winchester Total Usage	243,436	323,471	260,076	300,441	484,741	438,475	-10%	80%
Winchester Total \$	\$ -	\$ 430,474	\$ 350,233	\$ 387,373	\$ 566,845	\$ 536,825	-5%	N/A
Number of NG facilities	5	7	9	8	9	9		

Annual Electricity Usage
Building Champions
Winchester

Facility	FY10 kWh	FY11 kWh	FY12 kWh	FY13 kWh	FY14 kWh	FY15 kWh	% Change '15 vs. '14	% Change '15 vs '10*
Ambrose	446,019	421,395	466,523	482,136	458,432	479,028	4%	7%
WHS	2,004,153	1,839,938	1,617,179	1,704,644	1,961,576	2,100,650	7%	5%
Lincoln	423,407	510,621	424,896	460,884	450,852	428,820	-5%	1%
Lynch	337,971	359,426	335,688	326,238	267,768	305,808	14%	-10%
McCall	1,056,900	1,132,749	980,839	955,520	1,096,720	1,201,200	10%	14%
Muraco	225,522	296,359	285,154	236,972	320,831	261,249	-19%	16%
VO	162,674	148,359	31,432	2,700	474,012	479,028	1%	194%
Parkhurst		18,680	111,440	106,680	76,380	73,920	-3%	N/A
Schools Usage	4,656,646	4,727,526	4,253,151	4,275,774	5,106,571	5,329,703	4%	14%
Schools \$	\$ 931,329	\$ 921,868	\$ 812,352	\$ 816,673	\$ 913,810	\$ 878,511	-4%	-6%
DPW	74,720	95,280	92,640	101,385	97,540	81,540	-16%	9%
Library	319,796	375,456	349,780	328,658	297,795	280,514	-6%	-12%
Rec	56,120	59,713	58,720	58,120	53,080	55,200	4%	-2%
Public Safety	283,372	263,713	309,383	301,291	327,983	281,943	-14%	-1%
Town Hall	280,906	273,779	251,946	250,323	263,819	262,249	-1%	-7%
Muni Usage	1,014,914	1,067,942	1,062,469	1,039,777	1,040,217	961,446	-8%	-5%
Muni \$	\$ 202,983	\$ 208,249	\$ 202,932	\$ 198,597	\$ 198,681	\$ 223,495	12%	10%
B Champion Usage	5,671,560	5,795,468	5,315,620	5,315,551	6,146,788	6,291,149	2%	11%
Building Champion \$	\$ 1,134,312	\$ 1,130,116	\$ 1,015,283	\$ 1,015,270	\$ 1,099,954	\$ 1,102,006	0%	-3%
Total Winchester Usage	7,019,800	7,149,379	6,492,723	6,816,069	7,547,722	6,999,328	-7%	0%
Total Winchester \$	\$ 1,375,645	\$ 1,303,664	\$ 1,319,064	\$ 1,311,528	\$ 1,350,649	\$ 1,226,056	-9%	-11%
Total Win Energy \$	\$ 2,145,858	\$ 2,133,825	\$ 1,957,062	\$ 2,082,768	\$ 2,189,581	\$ 2,153,433	-2%	0%

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**TOWN OF WINCHESTER
BOARD OF SELECTMEN MEETING
Friday, January 15, 2016
Record**

Chairman Lance R. Grenzeback called the meeting to order at 9:00 AM in the Board of Selectmen Meeting Room located in Town Hall. Present were Vice Chairman James A. Johnson, III, Selectman Stephen L. Powers, Selectman Michael Bettencourt and Selectman E. James Whitehead. Also present was Town Manager Richard C. Howard, Town Counsel Wade M. Welch, Town Engineer Beth Rudolph and DPW Director James Gill.

OPENING

Notification of Meetings and Hearings

- Monday, January 25, 2016 – Board of Selectmen – Regular Session
- Wednesday, January 27, 2016 – Board of Selectmen Informational Session re: NStar d/b/a Eversource Energy - Transmission Line Project – Woburn to Wakefield – 7:00 PM – Lincoln School Auditorium
- Monday, February 1, 2016 – Board of Selectmen – Budget Summit
- Monday, February 8, 2016 – Board of Selectmen – Regular Session [tentative]
- Wednesday, February 10, 2016 – Board of Selectmen Informational Session re: NStar d/b/a Eversource Energy – Transmission Line Project – Mystic to Woburn – 7:00 PM – Lincoln School Auditorium
- Monday, February 22, 2016 – Board of Selectmen – Regular Session

CONSENT AGENDA

Estate Sale: 27 Mayflower Road
New England Estate Sales – Saturday, January 23/Sunday, January 24, 2016
One Day Alcoholic Beverage License:

Judy Katz for the Winchester Seniors Assn. – Saturday, February 27, 2016 – Jenks Center

*Motion: That the Board of Selectmen approve the Consent Agenda for Friday, January 15, 2016 that includes an Estate Sale for New England Estate Sales at 27 Mayflower Road on January 23 / 24, 2016 and a One Day Alcoholic Beverage License for Judy Katz / Winchester Seniors Association on Saturday, February 27, 2016 at the Jenks Center.

Johnson - Powers

All in favor.

VOTED.

BUSINESS

Discussion: NStar d/b/a Eversource Energy – Transmission Line Projects Proposal

The Board met in Public Session to discuss the issues that have been arising as a result of the Eversource proposals for two transmission lines, the first Woburn to Wakefield and the second, Mystic to Woburn. Town Manager informed the Board that he talked with William Zamparelli, Community Relations for Eversource, yesterday and Eversource is in the process of preparing answers for the FAQ.

Chairman Grenzeback requested clarification concerning the hierarchy at Eversource and who gets to make certain decisions related to the project proposals. He noted that the comments being received from residents show that there is angst about the EMF (electro magnetic field). Board members requested some background information about the consultant, Dr. Peter Valberg, PhD., that outlines his qualifications.

1 Vice Chairman Johnson expressed concern about the alternative route for this project that runs along
2 Green Street in Woburn, questioning whether it is the alternative because an alternative route had to
3 be chosen. He raised the question of who determines the actual project route. He indicated that he
4 would like to know who it is that has the single authority to say 'no' to this project.
5

6 Town Manager reported that it is the Siting Board that actually determines the project route. He
7 indicated that if the Board were to take Stoneham's position about this project, there would be no
8 cooperative remediation from Eversource.
9

10 The Vice Chairman informed his colleagues that he would like information about the other
11 transmission line routes that Eversource has because there is an existing route located in Winchester
12 already. Town Manager indicated that for the 115kV project, Eversource is following the line currently
13 in place in Winchester. The Vice Chairman suggested that residents be made aware that there are
14 transmission lines in place in Winchester on certain streets and residents are not suffering any ill
15 effects.
16

17 Selectman Powers informed his colleagues that he feels that the 345kV project provides no benefit to
18 Winchester and Eversource has not provided a good reason for running this line through the Town.
19 Town Manager explained that there would be significant tax benefits from this project. Selectman
20 Powers noted that both Woburn and Stoneham have objected to the 345kV project and Winchester
21 should not just acquiesce on this. He requested that the tax revenue information provided by
22 Eversource be reviewed by the Assessors Office. Town Manager explained that he has previously
23 requested this information from the Director of Assessments, however Mr. McGurl has no answer. Vice
24 Chairman Johnson indicated that he would like to have a dollar value on record for what this project
25 would be worth to the Town. Town Manager indicated that he has asked the Director of Assessments
26 for verification and noted that there is a standard value on transmission lines throughout the
27 Commonwealth. Town Engineer Beth Rudolph suggested that the revenue should be greater given the
28 size of the manholes to be installed.
29

30 Selectman Bettencourt suggested that the Town should share the burden for the region, not carry that
31 burden. He indicated that the Town could accept the 115kV line and not the 345kV line. He noted that
32 it might be more expensive for Eversource to use the Green Street, Woburn route and thus the proposal
33 to come through Winchester.
34

35 Vice Chairman Johnson indicated that he would like to know where the manholes would be installed in
36 the street and the width of the portion of the street that is being disturbed. He expressed concern about
37 the Town's utilities in the street. Town Engineer noted that each project has a different team in charge.
38 She indicated that it is a huge effort for the Town to evaluate the plans for each project. DPW Director
39 Gill informed the Board that this is the biggest construction project that the Town has considered in
40 over thirty years.
41

42 Town Engineer explained that on the 115kV project, Eversource has to be ten feet (10 ft.) off its own
43 utilities, but would be happy to locate manholes, etc. on the Town-owned water main. She noted that
44 staff is confident about the sewer infrastructure but the water infrastructure is more complicated.
45 Town Engineer reported that Eversource has been informed that the Town would like them to hire
46 someone to trace the water mains, because the Town does not want the line near the Town's water
47 mains or to encroach on the Town's utilities. Mains and hook-ups will be replaced where necessary.
48

49 Vice Chairman Johnson informed his colleagues that he feels there has not been a satisfactory
50 explanation about why the manholes are so large. He noted that the Everett line is oil-fed.
51

52 DPW Director Gill explained how the excavation would proceed, pointing out that the project will be a
53 nightmare and more than likely streets will have to be closed. Town Engineer noted that there are

1 three directional drills required as a part of this project, two on Cross Street and one on Washington
2 Street. She indicated that more than likely, Cross Street would be closed for a four to six (4-6) week
3 period; closing Washington Street is out of the question.
4

5 Vice Chairman Johnson pointed out that if the line can go through Davidson Park it will still be a
6 nightmare but two river crossings and two major intersection crossings will be eliminated. Director Gill
7 informed the Board that staff suggested that Eversource use Forest Street but the Eversource engineers
8 have indicated that the road is very winding. Town Engineer pointed out that the Forest Street
9 neighborhood would be in vocal opposition to this. She noted that there are some issues with using
10 Davidson Park which would require working around the infiltration system, the MWRA sewer, the flood
11 plain, etc. She suggested that there might not be a sufficient amount of space to do the construction
12 entirely on Town property. Vice Chairman Johnson suggested encouraging Eversource to use Davidson
13 Park. Town Engineer informed the Board that as far as the bikeway is concerned, Eversource would
14 use the same path.
15

16 Town Counsel explained that Eversource is interested in the best engineering solution for them, and he
17 believes that there would be a delay in the project if they have to go to the State Legislature. He noted
18 that utilities trump local zoning regulations and the Town of Stoneham is aware of this. As far as the
19 Town providing the Davidson Park land at no cost, Town Counsel explained that Eversource would get
20 the land at no charge, but the Town would get mitigation in return. Town Manager indicated that
21 Eversource prefers to be in the public way so that they do not have to compensate private property
22 owners.
23

24 In discussing Eversource's use of Davidson Park, Town Manager informed the Board that Town Staff
25 told Eversource not to develop a route that would go through that park land because of Article 97,
26 ecological and environmental issues. Outlining the pros and cons of the route through Davidson Park,
27 Town Manager indicated that it avoids being out on Cross Street and Washington Street; the project
28 would be off the roadway. The cons are the associated environmental issues. The logistics are that
29 Eversource would have to re-initiate the public process, re-filing because this is not the route that
30 Eversource has provided notification about. The logistics would be in combination with Article 97
31 issues. Town Engineer questioned whether a permanent easement would be needed from Town
32 Meeting. Town Manager suggested that the Board would have to assist Eversource with a Home Rule
33 Petition to the Legislature.
34

35 Town Counsel pointed out that there are political ramifications to an engineering project of this
36 magnitude and the first step should be to engage a consultant who understands the engineering of the
37 issue, as the Board has been told many things by Eversource. He noted that manholes displace
38 groundwater and going underground in the vicinity of a gaining river would be a construction
39 nightmare. Town Engineer indicated that dewatering would be required. The units used in the project
40 will be pre-cast and the overall construction will be difficult. She suggested that Eversource has not
41 done a good job in explaining the difficulty. Town Engineer informed the Board that the biggest loss is
42 the permanent loss of construction space. She explained that this would be a long-term issue and the
43 result would be that the Town would not be able to put in water lines, gas lines, etc.
44

45 Vice Chairman Johnson suggested that Eversource be informed that the manholes to be installed have
46 to be smaller in size. Selectman Bettencourt indicated that he would like to know what Eversource's
47 resistance is to the Woburn route.
48

49 Town Manager indicated that the Board could push for engineering answers regarding the resistance to
50 the Woburn route, and in the Board's comments to the Siting Board, it could be stated that the
51 alternate route is the preferred route because it is simpler. He explained that without engineering
52 information there is not a lot to stand on. He also suggested that a series of alternatives could be laid

1 out. DPW Director Gill pointed out that Winchester is taking both projects, the 345kV and the 115kV,
2 but Woburn is getting the benefit.
3

4 Chairman Grenzeback noted that the Board is hearing from residents about the radiation issue from
5 the EMF, therefore the residents' preference is the Davidson Park route because it is located away from
6 homes. He suggested that more than likely, Woburn will be a NIMBY in this matter, therefore it could
7 be said that Winchester already has one line and the impact of these projects should be shared equally.
8

9 Town Manager explained that the problem with the Davidson Park route is that Eversource would have
10 to start the process before the Siting Board all over again. He cautioned against losing Davidson Park
11 as a possible alternative to Cross Street. Selectman Bettencourt noted the need for some hard data to
12 confirm why Green Street, Woburn will not work. Town Manager suggested that there is probably a
13 cost to Eversource for going north to Green Street. Equity would be one line through Winchester and
14 Woburn taking some of the burden by having the line go through that community. He noted that there
15 are as many problems on the Woburn route as there would be on the routes through Winchester.
16

17 Town Engineer informed the Board that the Green Street route is one of the Eversource noticed
18 alternatives. Chairman Grenzeback suggested that Eversource be asked why Green Street is not being
19 used since it is noticed. Vice Chairman Johnson commented that he feels that coming through
20 Winchester is the less expensive alternative. He suggested that the Board could push for the Green
21 Street route but if that is not possible, then Eversource should have to go through Davidson Park. He
22 indicated that the revenue from the project is not important but the disruption to the community is.
23 Selectman Whitehead noted that the right of way would be lost therefore Eversource should pay the
24 Town more. The Vice Chairman suggested that Eversource be required to make their installations
25 under the Town's utilities. Town Counsel informed the Board that the Siting Board would not buy into
26 making Eversource replace Town utilities.
27

28 Town Engineer explained that the NStar conduit is above the Town's utilities. She indicated that the
29 issue is the large chamber size, therefore the Town should fight to have these chambers installed below
30 the Town-owned utilities. She noted that this would make the construction more difficult because any
31 main street has a huge amount of utilities in it.
32

33 In answer to the question about a route through Davidson Park being less expensive, Town Engineer
34 informed the Board that there is a contingent in the community that will try to get Town Meeting to
35 vote against allowing this to happen and the uniting thread will be that they don't want the project in
36 Winchester at all. Town Manager noted that the alternative route will be Cross Street to Washington
37 Street. Speaking to the question of whether the Town's Grant of Location Policy will hold up, Town
38 Counsel explained that the project overrides the Grant of Location Policy. Town Manager explained
39 that all the Town will receive is cooperative mitigation because the Town has no leverage in this
40 instance. He noted that Davidson Park is a bigger legal issue. [Vice Chairman Johnson excused
41 himself from further participation at 9:30 AM and left the meeting.]
42

43 Town Counsel suggested that the Board could inform Town Meeting that if they do not like the
44 Davidson Park route, Eversource will go through the Cross Street / Washington Street route. He
45 further suggested that Town Meeting be informed that they cannot stop this project. Chairman
46 Grenzeback indicated that the Town could ask for some compensation to help with the wetlands issues
47 at Davidson Park. Selectman Powers suggested retention of a consultant to help with the Davidson
48 Park issue. Town Counsel pointed out that a route that includes Washington Street would be a disaster
49 because the Town would lose one-half of the street in perpetuity. Town Engineer informed the Board
50 that Stoneham is fighting the Montavale Avenue route. Town Counsel noted that the 345kV route has
51 to go through Stoneham to Wakefield. [At 10:00 AM Selectman Powers excused himself from further
52 participation and left the meeting.]
53

1 Town Manager noted that the public comment period is still open and the Siting Board hearing is being
2 held sometime in March, 2016. Town Counsel informed the Board that Winchester should file as a
3 participant on the 345kV line, which could be done on Wednesday.
4

5 **Adjournment: 9:50 AM**
6

7 *Motion: That the Board of Selectmen adjourn.

8 Whitehead – Bettencourt

9 By Roll Call Vote: Whitehead, Bettencourt, Grenzeback

VOTED.

10
11 Respectfully submitted,
12
13

14
15 Richard C. Howard, Town Manager
16
17
18
19
20

draft

Lance Grenzeback
Chairman
Board of Selectman
Winchester, Massachusetts 01890

January 26, 2016

Dear Mr. Grenzeback:

My wife and I reside at 32 Pickering Street in Winchester; we have lived here for over 21 years and have been Winchester residents for an additional five years. In November, we received notice that *Eversource* intended to install a 345 thousand volt transmission line through parts of Winchester, Woburn, Stoneham and Wakefield. The state's Energy Siting Facilities Board held a meeting at Stoneham Town Hall. My wife, Sue, and I along with another Winchester couple attended this meeting and spoke of our concerns about this proposed project. If there had been the opportunity at the January 11, 2016 Board of Selectman meeting, I would have shared these concerns.

My first concern is the width of the streets in our neighborhood, Pickering Street and Border Street. These two streets are a little wider than a tractor truck trailer. I've seen them try to maneuver between these two streets. Because of their size, they often give up. *Eversource* has indicated that the 345 volt wires are connected at a junction box the size of such a tractor trailer. The junction, from what I understand, is like a mini transmission station. It's potential to create problems is much, much greater at this point than at any given point along the cable. This includes generating radiation. The place where *Eversource* will place this trailer size organism is right outside my living room window, tight under the white square in the attached photo and approximately 28 feet from my living-room window.

I can't vouch for the safety of my home from radiation or that of my neighbors, but that does not mean we have no reason to be concerned. On Border Street there are two houses, each with wooden wreaths indicating the deaths from childhood leukemia. In my household my wife was found to have ovarian cancer in late December. She has a long recovery ahead of her, and we can anticipate the disruption, the dust and the noise that will spring on us in 2018 or earlier. Furthermore, there are at least ten children who make their way over Border, Sheridan and Pickering streets to Lynch School during the school year. Lest we forget my elderly neighbors, they too reside on these streets.

Finally the thought of how this construction and the 345 volt line itself will have on the property values in this neighborhood is equally disturbing. While this part of Winchester might be

looked upon as one of the town's poorest neighborhoods, the reality is that a large house on Sheridan Circle that faces Pickering Street sold last year for \$1,100,000. Everyone in this neighborhood is worried about their property losing value. Those of us closest to the construction are surely to feel the financial impact of this project. For me and my wife, our home represents a major part of our assets and our retirement. We can't afford to lose any value in our real estate.

While selectmen had mentioned their concerns about future repairs to town water and sewer pipes and who will pay for these repairs, in this far corner of Winchester residents have experienced flooding and from my web based research, flooding plays havoc with these junction boxes causing major repairs, which we can expect to have passed on to the consumer. An article I read about a similar project in North Carolina has had deleterious effects on neighborhoods and the cost of electricity to consumers.

This tight neighborhood often copes with the overflow of traffic when there is construction on Pond Street in Woburn or on Main Street. The anticipated construction will, despite the convincing plan with diagrams, create a problem for Winchester residents on Border and Pickering Streets and potentially on Sheridan Circle. I don't believe Eversource has explored all the possible routes for the 345 mega volt line. The company is interested in keeping its cost down, but not the financial costs to the towns and their residents.

My wife and I urge the board of selectman to formally reject *Eversource's* current plan as inadequate due to the plan's impact on the community.

Sincerely,

Arnold Clickstein

Arnold Clickstein
32 Pickering Street

Winchester 01890



chester, MA 01890

From: Ken Fisher <ken@arstechnica.com>
Date: January 27, 2016 at 11:11:19 AM EST
To: "jwhitehead@winchester.us" <jwhitehead@winchester.us>, "mbettencourt@winchester.us" <mbettencourt@winchester.us>, "lance.grenzeback@gmail.com" <lance.grenzeback@gmail.com>, "jmsjfo@yahoo.com" <jmsjfo@yahoo.com>, "slpowers@bonnellford.com" <slpowers@bonnellford.com>
Subject: In support of the 345 kV "Eversource project"

Dear Esteemed Board of Selectmen,

Thank you for your service to Winchester!

I am writing to express my hope that you will consider the long-term benefits of the 345 kV project when evaluating the very temporary inconveniences (disruption, traffic) and unscientific claims of health risks raised by opponents of the project.

ISO New England acted without bias or favor when predicting the upcoming energy deficit north of Boston. There already exists a series of lines serving our region, including a 345 kV line. The region is projected to experience overloads by ISO New England as early as next year. These overloads could affect all of the people of Winchester.

Recent, peer-reviewed science has been unable to find a causal link between EMF exposure and any illness of the central nervous system, cancers, or other illnesses. Despite decades of research, there is not even a theoretical bio-mechanical model for how EMF may be detrimental. Residents are not being asked to be "part of an experiment" as opponents claim.

More significantly, with specific regard to the project under discussion, Epsilon Associates estimates that 25 feet from the centerline, EMF levels will be within all US, State, and industry guidelines and/or recommendations. Contrary to the opposition's claims, 345 kV projects are indeed common in New England, and such lines (and even more powerful transmission lines) are used throughout the world.

Opponents also cite the Final Decision of the EFSB on three unrelated projects (Nov 13, 2014) as proof of a health risk, but they ignore the actual contents of the Final Decision. That document makes it clear on pages 83-88 that mitigation methods are considered sufficient to address EMF, with the lone requirement that the companies report back on the success of those efforts. The Decision also notes that the WHO does not issue guidelines for exposure, a fact that underscores the tenuous connection between the purported risk and exposure. Page 88, "With the implementation of the passive loop measures proposed by the Company and the above reporting condition, the Siting Board finds that magnetic field impacts of the Project would be minimized."

Town residents have argued that the SeaLink option, which was declined by ISO NE in February of 2015, is a superior solution. Their definition of superior means, simply, "it does not run by my house." ISO NE rejected that option because it is at least \$260M more expensive than the current proposed project and it would be more difficult to service in the event of trouble. \$260,000,000 is an outlandish cost increase, and one which would be borne primarily by all ratepayers.

In closing, it appears that the health-based criticisms of this project contradict past findings of the EFSB, without the benefit of any additional evidence or insight to support opposition. As a resident of Winchester, with no connections to this project whatsoever, I ask that science prevail over unsubstantiated fears. I ask that you help secure our town's future, despite knowing that there will be traffic disruptions. This is the price of progress.

Thank you for your time,
Ken Fisher

Editor-in-Chief
Ars Technica / Condé Nast
One World Trade Center
New York, NY 10007

Note A:

“Residential exposure to extremely low-frequency magnetic fields and risk of childhood leukaemia, CNS tumour and lymphoma in Denmark”

doi: 10.1038/bjc.2015.365



Town of Winchester

Lance R. Grenzeback, Chairman
James A. Johnson, III, Vice Chairman
Stephen L. Powers
Michael Bettencourt
E. James Whitehead

Docket Item:
I-3:
February 1, 2016

PUBLIC HEARING NOTICE

To: Abutters

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in the Board of Selectmen Meeting Room on the 2nd Floor of Winchester Town Hall in the Town of Winchester, Massachusetts on the **8th day of February, 2016 at 8:00 p.m.** upon the petition of NSTAR Electric d/b/a Eversource Energy for permission to construct, and a location for, a line of conduits and manholes, with the necessary wires and cables therein, for the transmission of electricity, under the following public ways of said Town:

**Sawmill Brook Road – southeast from pole 373/5 approximately
100 feet west of Hinds Road a distance of about 10 feet - conduit**

This work is necessary due to customer relocating overhead to underground service at 19 Sawmill Brook Road.

The public is invited to attend.

January 27, 2016

Docket Item:
I-4:
February 1, 2016



P.O. Box 451
EXETER, NH 03833-0451
TEL: 603-778-3988
FAX: 603-778-0104
WWW.EXETERENVIRONMENTAL.COM
STEVESHOPPE@COMCAST.NET
SAMCOUTURE1@COMCAST.NET

January 10, 2016

Winchester Board of Selectmen
Winchester, Massachusetts

Via email: townmanager@winchester.us

Re: Public Notification of Release Abatement Measure
O'Connell Residential Property (RTN 3-33073)
25 Arlington Street, Winchester, Massachusetts

Dear Selectmen:

We have previously made notification that a release of #2 fuel oil has occurred at this residential property. Exeter Environmental Associates, Inc. is overseeing the response actions on behalf of the responsible party. As part of the response efforts, we have filed a Release Abatement Measure Plan with DEP. The purpose of the response actions is to improve indoor air quality in the basement of the residence.

The Massachusetts Contingency Plan (310 CMR 40.1403 (3)(h)) requires the notification of the Chief Municipal Officer and the Board of Health at the time the Release Abatement Measure Plan is submitted to DEP. A copy of this letter and the attachments is being copied to the Health Department to fulfill the notification requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "S.B. Shope", is written over a horizontal line.

Steve B. Shope, LSP
President
Exeter Environmental Associates, Inc.

cc: Winchester Health Dept: via email: jbyford@winchester.us



Docket Item:

I-5:

February 1, 2016

January 27, 2016

Via UPS

Board of Selectmen
Town of Winchester
71 Mount Vernon Street
Winchester, MA 01890

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for 2015. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has forwarded a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

If I can be of further assistance on any matter related to the Form 500, please contact me at 508-647-1418.

Very truly yours,

Greg Franks

Greg Franks
Senior Manager of Government Affairs

cc: Department of Telecommunications and Cable

16 JAN 28 AM 11:12



Form 500 Complaint Data

26-Jan-16

Code Key: Manner of Resolution

A. Resolved to the satisfaction of both parties.
 B. Resolved, customer dissatisfied. C. Not Resolved.

Code Key: Avg. Resolution Time

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days
 <5> 15-30 Days <6> >30 Days

Town: WINCHESTER
 Year: 2015
 Subscribers: 3368

Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.

	Total Complaints	Avg Resolution Time (see code above)	A.	B.	C.
Advertising/Marketing	2	<1>	2	0	0
Appointment Service Call	1	<2>	1	0	0
Billing	7	<4>	6	0	1
Customer Service	1	<5>	1	0	0
Equipment	11	<2>	11	0	0
Installation	4	<2>	4	0	0
OTHER	0	<1>	0	0	0
OTHER	0	<1>	0	0	0
Reception	0	<1>	0	0	0
Service Interruption	6	<2>	6	0	0

Form 500 Service Interruption Data

26-Jan-16

Code Key: Duration of Service Interruption

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

Town	Winchester	Year	2015	Subscribers	3369	Duration of Service Interruption (see Code Key above)
			Date of Service Interruption			
	Winchester		8/13/2015 10:31:00 AM			<1>
	Winchester		9/17/2015 12:56:00 PM			<1>
	Winchester		6/7/2015 10:07:00 AM			<1>
	Winchester		6/8/2015 1:59:00 PM			<1>
	Winchester		3/28/2015 9:44:00 AM			<1>
	Winchester		3/3/2015 3:08:00 AM			<1>
	Winchester		1/16/2015 12:57:00 PM			<1>
	Winchester		12/17/2015 7:12:00 AM			<1>
	Winchester		5/18/2015 10:46:00 AM			<1>



COUNCIL OF SOCIAL CONCERN

**Docket Item:
I - 6:
February 1, 2016**

A charitable, community-based agency, responding to the basic needs of people of all ages, providing early education and care, helping individuals develop their potential, creating positive family and community relationships, and fostering respect for diversity.

Web Site
www.socialconcern.org

January 8, 2016

Board of Directors

Kerstin Lochrie, President
Margaret Hibbard, 1st V.P.
Richard Mucci, 2nd V.P.
Daniel Walbourne, Treasurer
James D. Haggerty IV, Secretary
Peggy Adams
Sharon Black
Doug Breuer
Paul D'Arcangelo
Debra Donovan
Susan Fraser
James Major
Janna Mazza
Claire Pappas
Laura Redick
William Sullivan
Mohanani Unni

Lance Grenzeback
Board of Selectmen Chair
2nd Floor Town Hall
71 Mt. Vernon Street
Winchester, MA 01890

Dear Lance,

The Town of Winchester and hundreds of the town's residents have always been so very supportive of Council of Social Concern's programs. For this reason I am requesting your help with a special project to raise funds and awareness that will assist those in need in Woburn, Winchester and other communities in Middlesex County.

On Sunday, March 6, 2016 from 12 Noon to 3 p.m., Council of Social Concern, in conjunction with the Woburn Public Media Center will be hosting its 8th live telethon, "Council of Social Concern's Donald M. Manzelli Memorial Telethon" at Woburn High School. The Telethon will air LIVE on local cable stations in Woburn and in Winchester.

It would be our honor to have you join us that day for a short appearance in support of our agency. Your appearance will be an important addition to the telethon.

All proceeds from this telethon will support agency programs that provide hope, help and support to those most in need in our community. Our services include emergency and supplemental food assistance for those living in Woburn and Winchester, affordable child care and preschool education, support services for families that include parenting education and supervised visitation, and information and referral services. As one of the few multi-service agencies in the area, we provide unique services to a segment of the population who would not otherwise receive those services; many of our neighbors in need would have nowhere to turn for help or support.

If you are able to appear on our 8th Annual Telethon, we will send you confirmation and the time you would be expected to join us on that day. Kindly R.S.V.P. by calling me at 781-935-6495 or by email at mary@socialconcern.org as soon as possible (either way) it would be a tremendous help to us.

Most sincerely,

Mary Laing
Director of Public Relations & Development
Council of Social Concern

16 JAN 11 PM 5:41

Board Member Emeriti

Leslie Crawford
Irene Egan
James Jones
Janet Jones
Matt Kisiel
Francis Mooney
Marcy Ragucci
Mildred Ring
Peter Segerstrom

Friends of Social Concern

Stephen Braese
Robin Brown
Carol Donovan
Maura Fredey
Cheryl Hulin
Mary Lawton
Richard Mahoney
Michael Martini
Joanne Mulkerin McEleney
Mark Salvati

Executive Director

Dean A. Solomon
dean@socialconcern.org

Director of P.R. & Development

Mary Laing
mary@socialconcern.org

2 Merrimack Street
Woburn, MA 01801-1606
(781) 935-6495
(781) 935-1923 Fax

LIVE UNITED



United Way
of Massachusetts Bay
and Merrimack Valley

Mawn, Patti

From: Lance Grenzeback <lance.grenzeback@gmail.com>
Sent: Friday, January 29, 2016 8:57 AM
To: Mawn, Patti
Subject: Fwd: Eversource Woburn to Wakefield Line

Patti: Please make copies for Board and records. Thanks.

Begin forwarded message:

From: <Rob.Roth@genzyme.com>
Date: January 28, 2016 at 7:56:38 PM EST
To: <robert.j.shea@state.ma.us>
Cc: <lance.grenzeback@gmail.com>, <jason.lewis@masenate.gov>, <michael.day@mahouse.gov>
Subject: Eversource Woburn to Wakefield Line

Dear Mr. Shea:

I attended the Town Hall last night on Eversource's Woburn to Wakefield 345 kv electrical transmission line. Based on the information I heard there, my own research and the overwhelming view of the public, I feel strongly that there simply is not sufficient clarity on the health implications of this project to permit it to move forward.

It is clear that the prevailing opinion across essentially all major, credible scientific organizations is that it is not certain whether long-term, low-level EMF exposure increases serious health risks, such as childhood leukemia, and research on the issue should continue. Please see direct quotes below from the websites of the EPA, WHO, National Cancer Institute and others.

Based on the views of these organizations, it seems probable that this project would not have a noticeable adverse impact on peoples' health. However, probable is not sufficient in this situation. That was the overwhelming view voiced by the public last night. As stated clearly below, the most credible experts say it is unclear whether long-term low-level EMF exposure causes cancer and other serious health risks. They confirm that weak evidence exists that it may. And, they are advocating for additional study of the issue, which confirms their concern. Where this uncertainty and ongoing concern exists, we cannot gamble with the health of the (hundreds?) of children who would be playing and sleeping almost on top of this 345 kv line. The route runs literally feet from rows of houses, schools, children's business, sports fields, and churches, not to mention all of the residences.

It is encouraging that the Town is engaging its own independent expert to review this issue. You would expect that expert will convey the same conclusions provided by these leading organizations. The bottom line is that we simply don't know, there is at least weak evidence suggesting risk, and the experts are advocating for more study. That is not sufficient assurance for placing children at risk. If this project moves forward, I expect the community will take it upon itself to establish longitudinal monitoring of any health impacts and seek accountability.

Residents along this line bought their properties and settled there with the knowledge that there was no high-voltage transmission line running next to their residences and the expectation that there would not be. Now, they are essentially stuck there, with this project being imposed on them. While there are

avenues to prevent this from happening via the permitting process, judicial system and media, it sounds like your judgment is the most important and practical input to the decision. Please recognize the risk acknowledged by the organizations below and carefully consider the impact, given the concentration and age distribution of the many people living directly on this route.

Many thanks for your diligence on this issue.

Respectfully,

Rob Roth
102 Wendell St.
Winchester, MA

- **United States Environmental Protection Agency:** Scientific experiments have not clearly shown whether or not exposure to EMF increases cancer risk. Scientists continue to conduct research on the issue.
<http://www3.epa.gov/radtown/electric-magnetic-fields.html>
- **National Cancer Institute:** Although a study in 1979 pointed to a possible association between living near electric power lines and childhood leukemia, more recent studies have had mixed findings. Although some studies have reported associations between ELF-EMF exposure and cancer in adults, other studies have not found evidence for such associations. The majority of epidemiologic studies have shown no relationship between breast cancer in women and exposure to ELF-EMFs in the home, although several individual studies have shown hints of an association.
<http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/magnetic-fields-fact-sheet#q3>
- **World Health Organization:** It is not disputed that electromagnetic fields above certain levels can trigger biological effects. Experiments with healthy volunteers indicate that short-term exposure at the levels present in the environment or in the home do not cause any apparent detrimental effects. Exposures to higher levels that might be harmful are restricted by national and international guidelines. The current debate is centered on whether long-term low level exposure can evoke biological responses and influence people's well being. Based on a recent in-depth review of the scientific literature, the WHO concluded that current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic fields. However, some gaps in knowledge about biological effects exist and need further research. A number of epidemiological studies suggest small increases in risk of childhood leukemia with exposure to low frequency magnetic fields in the home. Large-scale studies are currently underway in several countries and may help resolve these issues. The focus of international research is the investigation of possible links between cancer and electromagnetic fields, at power line and radiofrequencies. A mix of studies in different research areas is essential for the evaluation of a potential adverse health effect of electromagnetic fields.
<http://www.who.int/peh-emf/about/WhatIsEMF/en/index1.html>
- **National Institute of Environmental Health Sciences:** During the 1990s, most EMF research focused on extremely low frequency exposures stemming from conventional power sources, such as power lines, electrical substations, or home appliances. While some of these studies showed a possible link between EMF field strength and an increased risk for childhood leukemia, their findings indicated that such an association was weak. Now, in the age of cellular telephones, wireless routers, and portable GPS devices (all known sources of

EMF radiation), concerns regarding a possible connection between EMFs and adverse health effects still persists, though current research continues to point to the same weak association.
<http://www.niehs.nih.gov/health/topics/agents/emf/>

- **Leukaemia Foundation of Australia:** The scientific evidence surrounding the potential health effects of EMFs and in particular, magnetic fields remains uncertain. It cannot however be dismissed.
https://www.google.com/search?q=leukemia+foundation+of+australia+emf&aq=chrome..69i57j0l5.11486j0j4&sourceid=chrome&es_sm=122&ie=UTF-8

Rob Roth

Senior Director, Head of Global Marketing
Rare Hematology Diseases
500 Kendall Street | 08-163 | Cambridge, MA 02142
Tel. 617-768-6901 | Mobile: 617-800-6471
E-mail rob.roth@genzyme.com

SANOFI GENZYME 

Estelle and Dick Cushner

January 25, 2016

To The Board of Selectman
Winchester, MA.

Re: 40 B

My concern is for the safety of
the children who may live in
that complex.

There are no sidewalks anywhere
near that area!

Thank you,

Estelle Cushner

TWAINWRIGHT RD #86

Docket Item:

I-8:

February 1, 2016

Docket Item:
I - 9:
February 1, 2016

January 29, 2016

16 JAN 29 PM 12: 24

Board of Selectmen
Town Hall
Mt. Vernon St.
Winchester, MA 01890

RECEIVED
TOWN HALL
JAN 29 2016

Dear Members of the Board of Selectmen,

We want to thank all of you for your work regarding the proposed 40B project at 416 Cambridge St. We realize that this may be unfamiliar territory and that you have many other competing priorities that also need your attention. At last week's meeting, you addressed and commented upon many of the appropriate issues including: density, massing, public safety, traffic and parking, fire hazards, SSO/environmental and other items.

Out of all of these issues expressed, we ask that you pay particular attention to the likely impact that the sanitary sewer overflow (SSO) will have on the neighbors near Edgewater Place, the Mystic Lakes and Shannon Beach. It was highlighted at the meeting that Shannon Beach has already been closed many times due to pollution (an ave of 5 - 7 times per short summer season). One resident even stated that some lake abutters have sewerage residue in their driveways under the current conditions. Continuing and worsening overflows would certainly cause a major health issue.

Weston and Sampson* (the Town's Peer Review engineer) cited in their peer review report that, at present, "sanitary sewer overflows have been observed on Cambridge St, during significant wet weather events." They continued by stating, "During significant wet weather events, the additional flow from the proposed Winchester North Development will increase sewer system overflow volumes at Edgewater Place." In their report, they also emphasized that the proposed development would have a peak flow of 69,080 gallons per day (gpd). This would significantly increase the volume in the sewer system which is currently overtaxed. The peer review identifies a number of repairs that should be made to the system. If repairs are made, it states "Our review identified 4,323 gallons per day of removable peak infiltration." Therefore, even if these repairs are made, the increase in flow will be 64,754 gpd that will exacerbate the problem. If the requested comprehensive permit is granted without stringent conditions, the cost of the required repairs will be exorbitant and will be incurred by the taxpayers.

Tetra Tech (The Ledges consulting engineer) specifically stated in their report that there was a flaw in the calculations by Weston and Sampson (and by Bohler, the developer's engineering firm) that "fails to apply any peaking factor to the upstream flow which results in a drastic underestimation of 'Peak Hourly Flow' entering the system." The report also states "The addition of wastewater flows from the Winchester North Project will result in both an

increase in the recurrence interval of sanitary sewer overflows (SSO) and the volume of untreated sanitary waste discharged during such events, which is clearly a risk to public health.”

The report concluded that (our bolded emphasis added) **“Issuance of a sewer connection permit for the Project would be in direct violation of 314 CMR 12.08 which precludes sewer system operators from allowing additional connections that would result in an increased surcharge that creates a risk to public health.”** We, along with our neighbors who are directly affected by these issues, consider this a high-priority matter. As you may know, we have asked the ZBA to require the applicant to perform additional evaluations of downstream wastewater infrastructure using the correct assumptions before concluding any hearings.

In closing, we understand that the BOS is not responsible for issuing the comprehensive permit, but your recommendations can have a significant impact. This is your one opportunity in the comprehensive permit process to provide informed guidance. We know that you will give this your utmost consideration and submit recommendations that are for the betterment of the Town of Winchester and its residents.

Thank you for your consideration in this matter.

Yours truly,



The Ledges 40B Committee and residents
Fritz von Mering, Committee Chair & Ledges Trustee, Unit #3 (Email: fritzvm@gmail.com)

Rich Shanahan (Ledges Trustee Chairman)	Bob Bagdasarian	Joe O'Connor
Eric Hayden (Ledges Trustee Treasurer)	Marion Crandall	Janie Weinberg
Joe Fermano (Ledges Trustee)	Joanne Hofmann	Bob Williams
Bob McIndoe	John Zeisel	

cc: Planning Board	Town Manager, Richard Howard	Hill Law
Board of Appeals	Town Planner, Brian Szekely	
Board of Health	Town Engineer, Beth Rudolph	

*The Weston and Sampson flow data report was based on a study prepared by them in 2008. In the past 8 years a large number of homes have been built and tied into the sewer system that have certainly increased water and sewer flows.