

FRIENDS OF THE PUBLIC GARDEN

Executive Committee Minutes November 6, 2017

The Executive Committee of the Friends of the Public Garden met at 69 Beacon Street at 8:30am on Monday, November 6, 2017. Members present: Ms. Adams, Ms. Bordon, Ms. Burns, Ms. Mason, Mr. Clendaniel, and Mr. Zick. Executive Director Elizabeth Vizza was also present.

Ms. Adams, Chair, presided and called the meeting to order.

Minutes

Upon a motion being duly made and seconded, it was unanimously

VOTED: to approve the minutes of the September 25, 2017 Executive Board Meeting.

Budget

Mr. Clendaniel reported on the 2017 Projections and 2018 Budget from the report dated November 6, 2017 which was circulated prior to the meeting. The 2017 year is finishing in very strong financial shape. There will be a transfer of \$500K in surplus funds to the 2018 budget, which will be spent on projects across all 3 parks. Membership goals have been increased for 2018. The Brewer Fountain Plaza operations continue to move towards a breakeven budget with the addition of a second food truck, however identifying a corporate sponsor would still be very beneficial. The Park Ranger line item has been cut from the 2018 budget as well as the \$5K for the mounted rangers as neither program is operating efficiently at this time. Salary adjustments in the budget are pending completion of staff reviews. Overhead in legal expenses has increased, in part to help with the work being done on Hempfest permitting issues. \$72K has been allocated for a PR consultant.

Ms. Burns raised the question of whether or not the Friends should seek grants such as the Mass Cultural Council grant, which would introduce the idea that the Friends is open to outside scrutiny and public process in its fundraising efforts, and that funds are not all from private donors. There would be cost associated in applying for, and administrating a public grant. She noted that organizations like the Trustees of Reservations and the MFA use public grant money.

Shaw Memorial

Ms. Vizza and Ms. Burns reported that the Harold Whitworth Pierce Charitable Trust anticipates a significant gift to the Friends for the Shaw Memorial. Ms. Burns has been working with the Trust as the fund is reaching its conclusion. This would complete the funding needs for the project. The Friends has allocated \$250K, the City of Boston has committed to \$500K, and the National Parks Service has committed \$1.25M.

Partnership Plan update

Ms. Vizza reported that she and Bob Mulcahy are continuing work on an “operations manual” for the Parks which identifies “who does what” in each park. This work was delayed by the staff resources required to manage the Winthrop Square project during 2017.

Public Garden Tool Shed

This project has been removed from the City capital budget. According to the Parks Commissioner, the Public Facilities Department does not have the project management capability to take the project on (PFD oversees building renovations), with more pressing needs to renovate other structures in the City.

Board Portal on website

Ms. Vizza and Susan Abell are working with the website developer to create a page on the new website for the Board to utilize. They are working to determine which documents and types of information will be most useful.

FOPG Elevator Pitch

It is anticipated that the new PR firm, once hired, will help to develop an “elevator pitch” for the Board and the Council to help them effectively and quickly introduce the Friends to others.

Other Business

The Young Friends group, co-chaired by Anne Mostue and Rich Hornblower, is an important resource and the Board and Staff need to develop ideas on how to further utilize them.

A survey of new Members since January 2017 has been completed. 38 of 160 people responded.

Ms. Vizza reported on the excellent work that Steven TenBarge has done all year, and that she has recommended a title change to properly reflect his job description.

Upon a motion being duly made and seconded, it was unanimously

VOTED: to change Mr. TenBarge’s job title from Staff Accountant to Finance Manager to reflect his level of work and job description.

There being no further business to discuss, Ms. Adams adjourned the meeting at 10:30 am.

Respectfully Submitted,
Catherine Bordon, Secretary

January 22, 2018

FRIENDS OF THE PUBLIC GARDEN

Executive Committee Minutes January 22, 2018

The Executive Committee of the Friends of the Public Garden met at 69 Beacon Street at 8:30 a.m. on Monday, January 22, 2018. Members present: Ms. Adam, Ms. Bordon, Ms. Burns, Ms. Mason, Mr. Clendaniel, and Mr. Zick. Executive Director Elizabeth Vizza was also present.

Ms. Adam, Chair, presided and called the meeting to order.

Minutes

Upon a motion being duly made and seconded, it was unanimously

VOTED: to approve the minutes of the November 6, 2017 Executive Board Meeting as amended.

PR Communications with Solomon McCown

Ms. Burns updated the group that an initial meeting with the PR team was held and that the scope of work has been specified. Solomon McCown will spend the next 1 to 2 weeks gathering information by holding 1-1 interviews with stakeholders, as well as some focus groups. A wide range of opinions and input will be sought. A full media plan will be developed.

FOPG Goals

Ms. Vizza reported on the 2018 Organizational Goals document which was distributed. She noted that the language and overarching goals have been taken directly from the 5 Year Strategic Plan and that we are in year 5. While the goals are fixed by the Plan, the objectives can be revisited based on current situations and previous progress that has been made against the Plan. A reasonable goal for 2018 would be to review the existing Strategic Plan to determine progress and to determine if a new plan should be created, and if a Board offsite should be held. Metrics will need to be determined to gauge progress. Budget and staff resources need to be looked at if a new strategic plan is determined to be needed.

Updates

FOPG/BPRD Partnership Plan

Ms. Vizza reported that the operations manual is being worked on, Commissioner Cook and the Friends will review it this spring with the goal of it being incorporated into an MOU.

Hempfest Advocacy

Ms. Adam reported that the Friends have met with other groups that have been impacted by Hempfest and are preparing materials to bring to the City's legal counsel.

MLK Memorial

Ms. Adam and Ms. Vizza have met with Paul English to discuss a proposed Boston MLK memorial. The Common is being considered as a possible location. They presented a map and a listing of existing statues and plaques in the park and also referenced that there will be a comprehensive master plan for the park. MLK Boston has issued an RFQ for the project with the goal of narrowing the field to five potential artists.

Shaw Memorial

Ms. Vizza and Ms. Burns reported that the most recent cost analysis for the project has increased from \$2.5M to \$3.0M. The NPS is still committed to providing half the funding from the Helium Fund. The Pierce Trust has committed \$500K. The Friends has committed \$250K. The City has committed \$500K thus far, although they recognize that additional funds will be needed. It is to be determined if these will come from the Winthrop Square project, the new CPA, or other City sources. The Pierce Trust has separately approved a \$100K grant to the Museum of African American History to support education to happen during the renovation. The Friends has also allocated \$15K to programming.

Brewer 150th!

A celebration is being planned for June 14th to celebrate the 150th anniversary of the Brewer Fountain.

Winthrop Square Next Steps/Agreements

Ms. Vizza and Ms. Adam reported that the IAG has been scheduled to meet and that the DEIR for the project has been issued. The Friends External Affairs Task Force is scheduled to meet January 23, however there do not appear to be any outstanding issues that will impact the park that are still on the table. The Friends will continue to stay very engaged. Mr. Taylor is on the IAG. The Board and the membership will be kept up to date on issues and developments on the project and the Friends will continue to monitor the City's and the developer's commitments closely – the Downtown Planning Study, the Common master plan, the Millennium mitigation funds payments, and the transfer of funds from the City to the parks Department to fund the master plan.

Boston Common Master Plan

A draft scope for this document is almost completed, to be sent to the Parks Department for their review.

Other Business

Board Portal on Website – Ms. Abell and Ms. Jordan joined the meeting at this time to discuss what functionality is wanted and what is possible for the Board Portal. They will look into additional software tools such as Dropbox and Google docs to store and share information for the Board. Ms. Abell and Ms. Jordan left the meeting at this time.

Council Charter

Mr. Clendaniel outlined a change to the Charter to allow membership on the Council to be updated by the Governance Committee after proposed members are approved by the Board. The Governance Charter would also be updated to reflect such a change.

There being no further business to discuss, Ms. Adam adjourned the meeting at 10:10 a.m.

Respectfully Submitted,

Catherine Bordon
Secretary

05.16.18 Draft

Term Sheet: a Memorandum of Agreement between the City of Boston and the Friends of the Public Garden to provide enhanced maintenance and operations for the Public Garden, Boston Common and Commonwealth Avenue Mall.

Subject to the terms and conditions of this term sheet (the “Term Sheet”) and the execution of a Memorandum of Agreement (defined below), Friends of the Public Garden, Inc. (“the Friends”) and the Mayor or his or her designee of the City of Boston (the “City”) will enter into an agreement to improve the maintenance and management of the Public Garden, Boston Common and Commonwealth Avenue Mall (“the Parks”) to ensure high standards of excellence for the Parks.

Recitals:

WHEREAS, the Public Garden, Boston Common, and Commonwealth Avenue Mall are signature parks for Boston requiring a high level of maintenance and management commensurate with their value and importance to the greater Boston area and are in need of long-range planning and funds for their future stability and development;

WHEREAS, the Friends was established in 1970 for the principle purpose of preserving and enhancing the Public Garden, Boston Common, and Commonwealth Avenue Mall that serve all Bostonians, by (1) preserving the integrity of these parks, (2) enriching their heritage and history for residents and visitors, (3) playing a vital role in the stewardship of these parks, helping to transform them into premier parks;

WHEREAS, the Friends has been instrumental in raising money and coordinating efforts with the City bringing support to maintain and enhance the landscape and features of the Parks;

WHEREAS, the Friends is prepared to maintain its existing funding obligations and continue to provide at least its current level of operational support for the Parks;

WHEREAS, the Commissioner of Parks (the “Commissioner”) and the Friends desire to assure that the coordinated partnership of the Parks Department and the Friends will continue to serve the best interest of the public;

WHEREAS, the parties wish to establish a process for jointly planning for the operations and maintenance of the Parks; to authorize the parties to operate and maintain projects and plans approved in a jointly developed work plan; and to authorize the Friends to conduct and/or oversee appropriate non-City funded activities for the benefit of the Parks;

NOW, THEREFORE, in furtherance of the foregoing, the Friends and the City do mutually agree as follows:

Section 1. Transparent Governance. The Friends and the City agree to perform their partnership responsibilities through transparent governance and decision making.

Section 2. Goals. The goals for the Memorandum and the partnership shall include: (i) creation of a cooperative annual maintenance plan; (ii) creation of a short term (1-3 years) prioritized investment plan; and, (iii) completion of a master plan for Boston Common.

Section 3. General Agreements: Role of Each Party in Working Relationship. In general, the City shall be responsible for providing a core level of service, maintenance, and security. In addition, the City will partner with the Friends to (i) create a maintenance calendar with shared responsibilities; (ii) complete a master plan for Boston Common; (iii) develop an investment plan for each park; (iv) create and enforce policy to oversee and manage special events; (v) develop an annual work plan (defined below) to guide operations, maintenance, management, and programs in the Park; and (vii) identify ongoing challenges and opportunities for the Parks, reassessing and adjusting plans as needed, to maintain successful Parks.

In addition, the following is a list of agreements regarding the basic roles of the City and the Friends in their working relationship to be established by a Memorandum of Agreement:

- A. The City shall maintain ownership of the Parks.
- B. The City shall maintain its authority to make all final decisions regarding the Parks, but shall exercise this authority in the spirit of good faith cooperation with the Friends.
- C. The City and the Friends shall annually jointly complete a work plan for the Parks that specifies projects, activities, maintenance tasks and budget, and that details roles and responsibilities for implementation and meeting budget goals, and includes a set of performance measures by which to assess success.
- D. The City and the Friends shall work together to complete a maintenance calendar, with tasks, roles, responsibilities and a shared work plan for implementation. The plan shall also include development of maintenance standards for ongoing stewardship of the Parks.
- E. The City and the Friends shall work together to develop a communications plan for internal and external communications regarding their partnership and the Parks including guidance for signage and branding, marketing and social media, all subject to the City's procedures, ordinances, and policies as well as state law.
- F. All City decisions regarding the Parks that arise from a Memorandum of Agreement shall be made by the Commissioner of Parks and Recreation or his/her designee, unless the Parks Commission (or Mayor?) determines the decision should be made in some other manner and this shall be communicated in writing to the Friends.
- G. The City and the Friends shall maintain and manage the Parks together, in good faith cooperation, consistent with the Memorandum of Agreement and with the future maintenance and master plans.
- H. The City shall provide right of entry to the Friends to perform all of its obligations under this Agreement and all other activities that are reasonably necessary and appropriate in connection with the goals for the Parks and obligations under this Agreement.
- I. Project proposals and implementation plans for improvements, restoration and other initiatives in the Parks shall be prepared by either the City or the Friends for review by both.
- J. The City shall have the right to oversee all work performed upon the Parks, including but not limited to maintenance, construction of capital improvements, landscaping, and other initiatives.

K. The Friends may operate donor and sponsor recognition programs in the Parks in an effort to encourage donors and sponsors for the Parks' continued care, maintenance, operation and programming, within the limits set by the City's regulations on naming and donor recognition in public parks. The Friends shall take primary responsibility to raise additional funding for the Parks and will oversee the use of the funds it raises making certain that the funds are used consistent with plans for the Parks and the Memorandum of Agreement.

L. Title to all of the Friends improvements for the Parks shall vest in the City upon completion of construction or installation.

Section 4. City Responsibilities. In addition to the responsibilities listed above, the City shall have the following responsibilities:

A. Maintain the full range of existing commitments to the Parks, including basic maintenance, litter control, sanitation, garbage collection, cleaning of restrooms, security and utilities commitments. *(NOTE - Need to factor in the other partners on the Common – Skating Club of Boston for Frog Pond area, Greater Boston Convention & Visitor Bureau, Earl of Sandwich – responsibilities?)*

B. Provide annual operational funding for the Parks at or greater than fiscal year 2018 budgeted levels, subject to appropriations.

C. Provide maintenance of the Parks' infrastructure such that the management, operation and coordination of the Parks' activities are consistent with its design features and other guidelines; and, maintain the full range of existing commitments to the Parks, including maintenance of the landscapes, park facilities, and preservation of the Parks' natural resources.

D. Provide visitor services and enforcement of park regulations through the Park Rangers,

E. Provide police services for the Parks as determined by the Chief of Police or his or her designee in his or her sole discretion.

Section 5. The Friends' Responsibilities. In addition to the responsibilities listed above, the Friends shall have the following responsibilities:

A. Actively pursue and engage in fundraising to support restoration, maintenance, general betterment of the Parks and any additional care or capital improvements needed for enhancing the Parks. The Friends fundraising in the name of the Parks will support its mission of renewing, caring, and advocating for the Parks.

B. In addition to the City's performance of basic maintenance, to the extent deemed reasonably appropriate by the Friends, the Friends provides additional basic and enhanced maintenance so that the Parks remain in a safe and attractive condition, and so that all capital improvements are adequately maintained to protect the investments made.

C. Serve as the major catalyst for interested parties to be involved with the Parks through advocacy, volunteer and/or fundraising activities and through working with the Friends Board of Directors.

D. Notify the Parks Commissioner within twenty-four hours *(decide what a reasonable amount of time is for this)* of discovering a safety, sanitary and/or maintenance issue that needs to be addressed in the

Parks regardless of who needs to resolve the issue. The City agrees to use all good faith efforts to do the same.

E. Notify the Parks Commissioner immediately upon learning of any emergency event regarding or arising in the Parks that involves the media, the police or fire departments or emergency medical services. The City agrees to use all good faith efforts to do the same.

F. Use all reasonable efforts to ensure that all funds committed by or to the Friends for use regarding the Parks are used effectively, efficiently and as intended.

Section 6. Regular Meetings and Communications.

A. The Parks Commissioner and appropriate staff and the Friends staff shall meet a minimum of once a year during the Term of this Agreement to discuss the previous year's accomplishments against goals set by the partnership and to set goals and develop a work plan for the following year.

B. City of Boston Parks staff and the Friends staff shall meet regularly to assure implementation of the annual work plan, including as needed, to provide training and guidance to their collective team.

C. The Parks Commissioner and the Friends shall jointly prepare an annual report deliverable during the City's budget process to the City Council and to the public at large that details activities, financial reporting, and projects of the partnership in the past year.

Section 7. Cooperation and Collaboration. The City and the Friends both recognize that their mutual cooperation and collaboration are essential in all matters related to planning, design, development, programming and event planning, and management of the Parks. The City agrees to include the Friends in planning exercises related to the Parks and adjoining areas including, but not limited to, proposed changes to the City's open space plan and zoning changes that will affect the Parks and adjoining areas. Both parties further recognize the importance of completing and jointly implementing a master plan for Boston Common.

Section 8. Term of the Memorandum of Agreement. The Memorandum of Agreement will commence as of the date of its full execution and the Agreement will continue in effect for three years. Upon mutual agreement of the City and the Friends, the Agreement may be renewed for two additional three-year terms.

Section 9. Term Sheet. It is agreed that this Term Sheet will guide creation of a Memorandum of Agreement.

Section 10. Authorities.

A. The Friends has the power to execute, deliver and carry out the terms and provisions of this Term Sheet applicable to it and has taken all necessary action to authorize the execution, delivery and performance of this Term Sheet and this Term Sheet constitutes the legal, valid and binding obligation of the Friends.

B. The City represents that it has the power to execute, deliver and carry out the terms and provisions applicable to it and has taken all necessary action to authorize the execution, delivery and performance of this Term Sheet and this Term Sheet constitutes the legal, valid and binding obligation

of the City.

C. This Term Sheet contains all of the representations and statements by each party and expresses the entire understanding between the parties with respect to the provisions herein. All prior communications, written or oral, concerning this matter are merged in and replaced with this Term Sheet. This Term Sheet may only be amended by a further agreement in writing signed by all parties hereto.

D. This Term Sheet shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties hereto and the rights and privileges of the parties hereto shall benefit the successors and assigns. This Term Sheet may only be assigned by a party hereto upon the prior written approval of the other parties hereto.

Section 11. Dispute Resolution. If unanticipated issues arise with respect to this proposed Agreement or their relationship, the City and the Friends agree to promptly in good faith discuss them and seek resolution.

Section 12. Notices. All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail to the appropriate party at the address or e-mail address set forth below.

If to the City:

City of Boston
Parks and Recreation Department
1010 Massachusetts Avenue, 3rd Floor
Boston, MA 02118
Attention: Commissioner

And:

City of Boston Law Department
City Hall, Room 615
Boston, MA 02201
Attention: Corporation Counsel

If to the Friends:

Friends of the Public Garden
69 Beacon St
Boston, MA 02108
Attention: Executive Director

Section 13. General Provisions.

A. This Term Sheet will form the basis for an Agreement that will constitute the entire agreement between the City and the Friends and may be modified or amended in whole or in part from time to time only by mutual written agreement of the City and the Friends.

B. This Term Sheet shall be interpreted under the laws of the State of Massachusetts.

C. The Friends shall act solely as an independent contractor with respect to this Agreement. The relationship between the City and the Friends in this Agreement shall in no way be construed to create a joint venture or partnership, or to constitute either party as an agent of the other for any purposes other than as set forth in this Agreement.

D. The City shall be responsible for any claim, damage, loss or expense arising from the Parks that is attributable to intentional or negligent acts, errors, or omissions by the City, its consultants/contractors or their officers, agents or employees. The Friends shall be responsible for any claim, damage, loss or expense arising from the Parks that is attributable to intentional or negligent acts, errors or omissions by the Friends, its consultants/contractors or their officers, agents or employees.

E. Any personnel employed by or volunteering on behalf of the Friends shall be deemed employees or volunteers respectively of the Friends, and shall not be deemed employees or volunteers of the City. The Friends shall be responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work. Any personnel employed by or volunteering on behalf of the City shall be deemed employees or volunteers respectively of the City, and shall not be deemed employees or volunteers of the Friends.

The undersigned parties agree that the provisions of this Term Sheet shall be binding on them and to work in good faith and memorialize the transactions described in this Term Sheet into an agreement (the "Memorandum of Agreement for the Public Garden, Boston Common and Commonwealth Avenue Mall") to be executed by the parties hereto. The Agreement shall contain the terms and conditions set forth in this Term Sheet, together with other normal and customary provisions typically found in agreements which the City has entered into with respect to other public private partnerships. If the parties are unable to execute a Memorandum of Agreement within 90 days after City Commission approval of the Term Sheet, then this Term Sheet will expire and terminate and the parties shall have no further obligations hereunder.

[Signatures on following page]

Dated: _____

THE FRIENDS OF THE PUBLIC GARDEN

By: _____
Board Chair

CITY OF BOSTON

By: _____
Mayor

Attest: _____
City Clerk

Attachments: Current agreements, licenses and other contracts between the Friend and the City



FRIENDS
OF THE
PUBLIC GARDEN

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May 24, 2018

Councilor Mark Ciommo, Chair
Ways and Means Committee
Boston City Council
1 City Hall Square
Boston, MA 02201

Dear Councilor Ciommo,

Thank you for giving us all the opportunity to speak on behalf of the FY19 budget for the Parks and Recreation Department.

I am Liz Vizza, Executive Director of the Friends of the Public Garden. We are in our 48th year of partnership with the City to care, renew and advocate for the Boston Common, Public Garden, and Commonwealth Avenue Mall. The downtown parks are the neighborhood parks for over 35,000 people in five neighborhoods – but they are much more than neighborhood parks, they are greenspaces that are used intensively by the entire city and beyond.

The Friends invests over \$1 million of private dollars directly into the parks. However, it is critical that private support not be seen as a rationale to not adequately fund our partner, the Parks Department.

We are pleased that the Parks Department's budget has grown over the recent years, particularly for capital projects.

This year, as we know, increased funding in the budget is coming to the Common and Franklin Park, as well as completion of the Emerald Necklace, as a result of the Winthrop Square agreements. We look forward to engaging in a master plan process for the Common with the Department to hear from the community about their vision for Boston's oldest and most heavily used park.

Most of the Parks Department's budget money is capital, however, and the parks are in need of increased operations funding. Every year, you have heard this from the advocacy community. The Department needs significantly more funding to keep up with the level of maintenance necessary for these heavily used greenspaces, and meet the Mayor's vision of having the best system in the country. Two years ago the Mayor's budget has

added a second maintenance shift on the Common, which has been very helpful. However, if there is an emergency in another park, that shift has to be pulled off to deal with that need.

In the capital realm, I would point out one pressing need. There is a historic building in the Garden that serves an important function for the Garden's maintenance crew as well as storage for the Swan Boats. It is way past overdue for renovations. We know it competes with every other structural need in the City, but it is an important building in an important greenspace, and should be renovated before it sees further deterioration.

On the Citywide level, there is a need for more tree cover, including ongoing care for them – on the streets as well as in the parks. Trees manage stormwater runoff, cool the earth, and store carbon. They are our single best mitigators of climate change. This year's Parks Department budget for the first time has \$100,000 for maintenance of park trees, which is wonderful. I can imagine that the ask was many times that amount, given the need in our parks, as well as our city streets. So, let's keep that trend going, and raise the budget to where it needs to be, so we can ensure that our city's trees have a sustainable future.

It's worth noting that the Parkman Fund appropriation, which this year is \$1.2 million, is used primarily for Parks maintenance staff. This was a practice begun in crisis in the 1980s during Proposition 2 ½. It has since then become routine. The City should be funding this need from the budget, and using the Fund's resources for parks care and improvements, according to the Funds' purpose.

And lastly, we applaud the addition of a permanent Park Ranger position this year, but the force is half the size it was 10 years ago. It just doesn't have the capacity to deal with the needs in the parks it serves. The Police are primarily charged with public safety, but the Rangers provide critical support for security, which is becoming increasingly necessary. There are also many park regulations that are routinely violated in the Common and Garden, and we are not able to get the level of Ranger presence we need.

Thank you again for the opportunity to testify.

Sincerely,



Elizabeth Vizza
Executive Director

cc: City Council President, Andrea Campbell
City Counciler, Josh Zakim
City Councilor, Michael Flaherty
City Councilor, Ed Flynn
City Councilor, Michelle Wu
City Councilor, Annissa Essaibi-George
City Councilor, Ayanna Pressley



Leslie Singleton Adam
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EX OFFICIO
Jeanne Burlingame
Jim Hood
Sherley Smith

May 17, 2018

Mark D. Marini, Secretary
Department of Public Utilities
One South Station
Boston, MA 02110

Dear Secretary Marini,

Introduction

The Friends of the Public Garden here submits comments on the Department of Public Utilities (the "Department") Revisions to Uniform Natural Gas Leaks Classification Regulations in the above-captioned docket.

The Friends of the Public Garden works in cooperation with the City of Boston Parks Department as their private partner and spends over one million dollars each year caring for turf, trees, and public artwork in Boston's oldest and iconic public parks: Boston Common, the Public Garden, and the Commonwealth Avenue Mall. Over the years, we have repeatedly lost trees due to gas leaks along both sides of the Commonwealth Avenue Mall, and have been reimbursed for five trees over a period of six years by National Grid – an acknowledgement by National Grid that the trees were killed by gas leaks.

We greatly appreciate the chance to submit comments on the Department's Uniform Natural Gas Leaks Classification (D.P.U. 16-31). Our comments below concern the costs associated with identifying G3SEI (Grade 3 Significant Environmental Leaks).

The Friends of the Public Garden appreciates that you are looking into this matter so carefully and is confident that you will concur with our opinion that the bar hole method is not going to identify the large volume leaks that are having such a significant environmental impact, and that the leak extent method is the best way to identify environmentally significant gas leaks as required by law.

Substantive Comments

Natural gas leaks emit methane, a potent greenhouse gas 84 times more powerful than carbon dioxide in its first 20 years in the atmosphere. In a 2015 study by Harvard and Boston University, McKain et al. observed that 2.7% of all the gas sold in the state is lost to the atmosphere unburned. Since uncombusted methane is so powerful, this amount of gas is equivalent to 10% of the state's greenhouse gas

emissions inventory (on the 100 year time frame). This direct measure does not match the utility estimates of leaked gas.

Gas leaks also impact air quality and, by displacing the oxygen in soil that tree roots need, kill trees.

Super Emitters

Hendrick et al. 2016 found that just 7% of gas leaks emit half of all the emissions.

Fixing these leaks will reduce emissions in the fastest and least expensive way. The natural gas system is failing faster than the utilities can patch or replace. Every year on the Annual Service Quality Reports, the utilities report a greater number of new leaks (leaks at a new address) than the number of leaks repaired. Efficiently identifying and prioritizing the largest ones is increasingly important to reduce the amount of gas lost --and thanks to the Energy Omnibus Bill of 2016, fixing these Grade 3 Significant Environmental Impact (G3SEI) leaks is legally required.

Large Volume Leak Study

The three largest gas utilities in the state (Columbia Gas, Eversource and National Grid) all worked on the Large Volume Leak study led by HEET (Home Energy Efficiency Team) in 2017 to find a reliable, inexpensive method of identifying gas leaks with very large emissions. Working together they found:

- o The “barhole” method was NOT correlated with the volume of the leaks.
- o Leaks with a leak extent (surface area of the gas-saturated soil) over 2,000 square feet correlated significantly with large volume gas leaks (at least five times higher volume than the average leak).

The Gas Leaks Alliance, a broad coalition of concerned scientists, environmentalists, and interested parties, led by Mothers Out Front, were involved in the large volume leak study from beginning to end, and are all in agreement that leak-extent represents a reasonable science based policy option that saves the most emissions for the least cost and disruption.

Barhole Method Non-Viable Legally

The Energy Omnibus bill of 2016 requires prioritization of environmentally significant leaks. As the barhole method did not identify leaks emitting larger volumes of methane, it is not a viable technology for this task. The best available method, when taking into account cost, is the **leak extent method**. Using the barhole method to find G3SEI leaks would result in the random selection of Grade 3 leaks of average volume. Also, using the barhole method to identify G3SEI leaks would defraud the ratepayer, who would be paying more for these G3SEI repairs through Gas System Enhancement Plan (GSEP) funds while not getting the intended environmental benefits of significantly reduced emissions.

Comments on Costs Associated with Implementing Leak Extent

The Friends of the Public Garden believes that the utilities argument regarding the cost associated with the leak extent method represents an attempt to get out of the

requirements of the Energy Omnibus Bill of 2016. The equipment needed for barhole method includes a bangbar, a combustible gas indicator, and a method of documentation (currently paper and pen). The equipment needed for leak extent method adds the use of a measuring tape. The additional cost of a measuring tape depends on the utilities choice. The annual cost depends on the measuring tape's durability. A 200' Stanley Reel through Grainger is \$23.55 without discount.

Given the minimal equipment cost, the implementation costs will be predominantly training and management associated with the small process changes necessary, likely nested within standard annual training and quality control. The utilities might argue that in order to record the leak extent they will have to update their 1980s-era databases (since their databases cannot handle even one more data field). This argument is illogical since they desperately need to update their databases into the new millenium for many more reasons than just to record leak extent. The convening of all seven LDCs to determine a protocol and the initial training on leak extent measurement protocol have already been completed. As surveyors are currently recording leak extent on their leak report forms, the initial costs for protocol design and training are now known.

Comments on Ongoing Annual Costs

Leak extent is very substantially more cost effective than other viable leak volume measurement methods. Determining leak extent is not burdensome or expensive.

Utilities are already mandated to find the leak migration pattern. The process of then measuring the already determined leak migration pattern (i.e. the leak extent) should not take longer than ten minutes, even if repeated multiple times. Labor costs for this time will vary according to utility.

Return on Investment

Considering the cost of the leaked gas, leak extent is also substantially more cost effective than the barhole method, which is not a viable method. The barhole method would result in an average return on investment (ROI) of approximately 6 years. The leak extent method will result in an ROI of 1 year.

(Based on EIA 2016 LAUF, 2016 Service Quality Reports, and D.P.U. reported leak repair costs, see below notes)

Conclusion

We urge the Department to enact the leak extent method. Researchers, utilities, and environmental nonprofits have all agreed it is a fair and credible method. Enacting the leak extent method will allow the state to mitigate increasingly larger volumes of greenhouse gas for the least cost to the ratepayers and the least disruption to our streets. All seven Massachusetts Utilities have already agreed to the leak extent protocol. There are surveyors on our streets now using this method to identify G3SEI leaks. This is doable, it works, and it meets the directive of the Energy Omnibus Law to prioritize leaks of “environmentally significant impact.”

Decreasing methane emissions from large leaks over time will also help satisfy the requirements made of the DEP in Governor Baker's Executive Order to "consider limits on emissions from leaks from natural gas distribution systems."

Thank you for the opportunity to provide comment on these important regulations.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Elizabeth Vizza', with a long horizontal flourish extending to the right.

Elizabeth Vizza, Executive Director



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May 17, 2018

Senator Joseph Boncore
Massachusetts State House
24 Beacon St. Room 112
Boston, MA 02133

Dear Senator Boncore,

I am writing to you today to express support for Senate budget amendment #45 *Open Space Advertising* filed by Senator Collins.

As you know, at the core of Friends of the Public Garden's mission is protecting and enhancing the Boston Common, Public Garden and Commonwealth Avenue Mall. We carry this out in a variety of ways, most notably raising and investing more than \$1,000,000 on parks care and improvements in the three parks every year, and advocating against threats to these urban oases.

We find the issue of outdoor advertising on MassDOT property to be of particular concern surrounding the three parks we care for. We very much appreciate your speaking out against the digital signs proposed by the MBTA across from the Common and the Garden, on Tremont and Arlington Streets.

We are particularly concerned about the fact that MassDOT regulations currently exempt them from any public approval process when it comes to the leasing of their own space for such advertisement. This exemption takes away the voice of the Friends and other neighborhood groups and citizens.

Amendment #45 would require that MassDOT be consistent with local ordinances or bylaws, and require billboards, signs, and other advertising devices go through the local approval process in order to be placed within 500 feet of a public park. The Friends feels this language is not only fair but necessary, in order to protect and preserve the historic character of some of our most cherished public spaces.

The House of Representatives adopted this language in their final budget for Fiscal Year 2019 and we would urge the Senate do the same.

Thank you for your time and consideration of this issue. Please feel free to contact me with any questions you may have about the issue and our position.

Sincerely,


Elizabeth Vizza
Executive Director



Cognoscenti Article – WGBH

This spring, the Norman B. Leventhal Map center at the Boston Public Library debuts “[Breathing Room: Mapping Boston’s Green Spaces](#),” an exhibit that surveys the creation and evolution of open space in Boston over nearly four centuries.

The exhibit is a well-timed contribution to Boston’s ongoing dialogue about the preservation, expansion and importance of public open space in the face of burgeoning development.

Last year there were 100 projects worth over \$9 billion under construction in multiple neighborhoods of the city, with a dozen 500-foot towers in various stages of approval for downtown Boston alone. Boston’s tremendous growth enriches the city in many ways, but there are also trade-offs. Heavy building shade weakens lawns and woody plants and makes the vegetation in our urban parks less resilient, more prone to disease and lacking in vigor. We can mitigate the effects of drought with water, or the lack of fertility with feeding programs for trees and lawns. We cannot manufacture sunlight.

Boston’s greenspaces were recognized in the mid-nineteenth century as essential oases in an increasingly crowded and polluted city, and they continue to serve that vital function today.

The evolution of the Boston Common, our country’s oldest park, highlights the importance and multiple roles played by greenspace in Boston throughout its history. Beginning as a grazing pasture, the 50 acres of the Boston Common have been the center of Boston’s civic life since 1634.

The Common has remained remarkably consistent in size and character, an active green sanctuary in the heart of the city. From pasture to military training grounds, celebrations, punishments, protests, and recreation, the Common evolved over the centuries, changing as the urban population grew around it.

The concept of a park in the nineteenth century as a place of enjoyment influenced decisions to remove cows, add paths lined with trees, and smooth the Common’s rough surfaces. Through all the changes, the recurring themes of community celebration and protest, of respite and recreation reflect the original purpose and pivotal role of the Boston Common throughout the centuries.

But then, in the last quarter of the 20th century, as fewer public funds were allocated to maintaining public parks, the Boston Common, Public Garden, and other parks in the city suffered from neglect, crime, vandalism and misuse. The downtown parks were also ravaged by Dutch elm disease, which was killing up to 40 elm trees a year. A small group of concerned citizens, which became the Friends of the Public Garden, organized to address the deplorable conditions. Beginning with the Pubic Garden, they expanded their focus to speak out about the needs of the Boston Common and Commonwealth Avenue Mall as well.

At the time, the group's biggest foe was the Park Plaza Urban Renewal Plan – a proposal for high rise towers, up to 650 feet high, along Boylston Street that would have cast massive and damaging shadows over the Garden and Common. This proposal came at a time when environmental impact studies were not yet required for development projects. However, after much vocal opposition by the Friends and other citizen advocates, the city finally produced shadow studies that realized everyone's worst fears about massive shadows across the parks and the damage they would do.

The ultimate defeat of the Park Plaza plan brought widespread attention to the condition of the parks, which led to the restoration of parks throughout Boston.

The latest flood of construction is unlike anything Boston has seen in its nearly 400-year history, according to the Boston Planning and Development Agency. Today, 80% of Americans live in urban areas, and this number will only increase. It is all the more critical that there be adequate and well maintained parks and open spaces for this expanding population, and that protection of our existing parks be a primary consideration when planning new development.

Our public spaces age, renew, and change with the times but have always provided physical and emotional benefits, serving as a refuge from urban sprawl. Every neighborhood is made better by the preservation and protection of their greenspaces. Research has shown that physical activity is the single biggest factor in promoting fitness and health. Proximity to a park is one of the best and least expensive ways to find that. Research has also drawn a clear connection between being in a natural setting and promoting relaxation as well as increasing focus. But perhaps most importantly, parks connect us, removing many of the barriers and suspicions we feel when we encounter one another on the city's streets. Landscape architect Frederick Law Olmsted referred to parks as "democracy in trees and dirt." They belong to us all, and we meet as equals in them.

(Resources: City Parks Alliance: <https://www.cityparksalliance.org/why-urban-parks-matter>

Trust for Public Land:

<https://www.tpl.org/sites/default/files/Parks%20%2B%20Health%20Brochure.pdf>

Boston Park Advocates: <https://www.bostonparkadvocates.org/>)

Whether you weave through the Fens on your way to work or jog on the weekends through Franklin Park, Boston would not be the global metropolis and tourism hub it is without our public greenspaces.

As Boston witnesses its current building boom, we are forced to ask what services and functions our public parks contribute to the quality of life in our city. Decisions about urban growth impact all of us and, therefore, all residents must become voices for greenspace, the breathing rooms of our city. The Parks Department budget has increased over the years, particularly for

capital expenditures, but still is not what it needs to be to support the level of maintenance that our parks require to be in excellent condition. Each of us must speak out on behalf of our urban parks, and advocate for an increase in operating funds to support the important work of the Parks Department. We also need to support the many nonprofit partners that expand the city's capacity to care for our parks.

Take a walk through our parks with a renewed sense of pride and understanding. Know and treasure the service of these spaces as we continue to grow and develop as a city and a community.

Elizabeth Vizza, Executive Director

Friends of the Public Garden