



# Attachment D-2: Trimount Energy Boston Grant of Location

*Pictured: Jupiter's Callisto | BESS in Harris County, TX*

## Prepared For:

**Massachusetts Department of Energy Resources**

## **Electric Distribution Companies:**

Fitchburg Gas & Electric Light Company d/b/a Unitil

Massachusetts Electric Company and Nantucket Electric Company,  
each d/b/a National Grid

NSTAR Electric Company d/b/a Eversource Energy

## **Applicant Information**

### Applicant:

Trimount ESS LLC

### Contact:

Sam Malin  
Vice President, Origination  
[sam.malin@jupiterpower.io](mailto:sam.malin@jupiterpower.io)  
(512) 541-5240

Ford Martin  
Associate, Origination  
[ford.martin@jupiterpower.io](mailto:ford.martin@jupiterpower.io)  
(512) 629-6179

### Address:

1108 Lavaca St, Suite 110-349  
Austin, TX 78701



## LICENSE AGREEMENT FOR SPECIFIC REPAIRS

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**Project Location/Address:** Alford Street-southwest of Dexter Street; Dexter Street-between Alford Street and the City of Everett boundary. (As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Grant of Location Plan, Alford Street, Dexter Street, Charlestown” 3 sheets dated April 23, 2024.)

**Petitioner/Licensee:** Trimount ESS LLC

**Approval Date:** August 22, 2024

**Book & Page for property deed:** Not available

**Improvements:** Petition for a Grant of Location to install a new electric duct bank and associated infrastructure with City shadow within the following public ways in Charlestown: Alford Street-southwest of Dexter Street; Dexter Street-between Alford Street and the City of Everett boundary.

**Plan Title/Reference:** (from agenda) Page 2, PH 4.

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This **LICENSE AGREEMENT** (the “License” or “Agreement”), is made by and between the City of Boston, by and through its Public Improvement Commission (collectively the “PIC”, or the “Licensor” or the “City in general including its assigns and successors”), and the Licensee above (collectively the “Licensee including its assigns and successors”). The PIC, Licensor, and City (collectively or individually, as applicable) and the Licensee are sometimes individually referred to as a “Party” and collectively as the “Parties.”

### **WHEREAS:**

On the approval date the PIC voted to approve certain specific repairs, as described in the Improvements, upon the petition by the Licensee that were publicly advertised in the Boston Globe and Boston Herald, two daily newspapers with full circulation in the City of Boston.

Now therefore, in consideration of the PIC’s vote, and the promises and mutual covenants hereafter made, the City and the Licensee agree and execute the following agreement:

### **Notice**

1. For purpose of this Agreement, unless otherwise designated in writing, all notices shall be in writing, shall be sent or deemed served if delivered by hand, certified or registered mail with proof of return receipt, or email, provided notice is also sent on the following business day by one of the other permitted notice methods.

If to Licensee: Trimount ESS LLC  
1108 Lavaca St., Ste. 110-349  
Austin, TX 78701  
Attn: Legal  
Email: [gc@jupiterpower.io](mailto:gc@jupiterpower.io)

With Copy to: Name: Alexis Tkachuk, Esquire  
Phone: (617) 791-4241  
Email: [alexis@atlegal.org](mailto:alexis@atlegal.org)

If to the Licensors: Public Improvement Commission  
Public Works Department  
City Hall - Room 714  
Boston, MA 02201  
Attention: Chief Engineer - PIC  
Email: PIC@boston.gov

### **Grant of License and Terms**

2. The PIC grants to the Licensee licenses to occupy certain portions of the public rights of way for purpose of construction, installation and maintenance (including removal and restoration) of the Improvement/Licensed Premises, as more specifically described in the Improvements, which are shown on the plans (collectively, the “Specific Repair Plans”) listed above. A copy of the Specific Repair Plans is on file with the office of the PWD Records Division at City Hall Room 114, Boston, MA 02201.

3. The Agreement shall run from the approval date for a [REDACTED] and shall automatically renew for successive [REDACTED] unless terminated pursuant to Para.20.

4. [REDACTED]  
[REDACTED] it shall not interfere with or affect the City’s authority or use over the Improvements and the Licensed Premises.

5. The City reserves the right to institute reasonable additional terms, conditions or requirements of the Licenses at any time.

### **Transfer and Assignment**

[REDACTED]

6. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

While reviewing such proposed transfer or assignment, the City may take into consideration, among other things, whether there is pending Enforcement Notice and conformance with current standards. It shall be considered unreasonable for the City to withhold, condition, or delay consent to assign if an assignee has, or will have upon assignment, similar or greater net worth to that of Licensee. Any assignee shall agree to assume all obligations under this Agreement.

**Installation, Construction and Maintenance**

7. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

8. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

9. [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Indemnification**

15. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Enforcement, Default and Termination**

17. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **Entire Agreement and Severability**

21. The Licenses, including all exhibits and attachments, constitute the entire Agreement between the City and the Licensee, and supersedes all prior agreements or proposals except as specifically incorporated herein. No amendment or modification of this Agreement shall be valid unless made in writing and executed by the City and Licensee.

The paragraphs, terms, conditions and sections contained in this Agreement are severable, and if any paragraphs, terms, conditions and sections of the Licenses are declared to be illegal, invalid, unenforceable or unconstitutional by any court or regulatory agency of competent jurisdiction, such determination shall have no effect on the validity, legality, enforceability or constitutionality of any other paragraphs, provisions, terms or conditions hereof, all of which remain in full force and effect for the terms, conditions or specifications of the Licenses.


### **Governing Law**

22. The Agreement or the Licenses are governed by the laws of the Commonwealth of Massachusetts, and specifically the ordinances, policies, rules, regulations and requirements of the City of Boston.

*[remainder of page intentionally left blank, signature page to follow]*

**IN WITNESS WHEREOF, the City and the Licensee executed this Agreement as of the date first written.**

By the Licensee: Trimount ESS LLC

DocuSigned by:  
  
7695AA5BDCBD44F...  
\_\_\_\_\_  
Andrew Bowman, President

By the City:

Approved as to form:                      Public Improvement Commission

\_\_\_\_\_  
Law Department

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

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

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

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

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





# PUBLIC IMPROVEMENT COMMISSION

## of the CITY OF BOSTON

Boston City Hall room 714  
Boston, Massachusetts

(617) 635-4960  
PIC@boston.gov  
www.boston.gov/PIC

JASCHA FRANKLIN-HODGE  
Chair

TODD M. LIMING, P.E.  
Chief Engineer

KAREN M. POWELL  
Executive Secretary

### August 22, 2024 - Hearing Minutes

### Boston City Hall room 801 - 10:00 AM

Presiding (remote): J Franklin-Hodge (PWD, Chair), J Callahan (PMD), A Cording (BTD), D Devlin (BWSC), S Leung (CPD)

Attending: J Campbell (remote), T Liming (remote), K Powell (remote), A Biggins, C Lynch

## Hearing Minutes

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HM 1. At the request of the Public Improvement Commission staff, the **Acceptance of the Minutes** of the PIC hearing held on **August 8, 2024**.

**APPROVED unanimously**

## Public Hearing

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PH 1. On a joint petition by 22 Drydock LLC and the Boston Economic Development & Industrial Corporation for the making of **Specific Repairs** within the following public ways in South Boston, consisting of curb realignment, roadway and sidewalk reconstruction, as well as new and relocated pedestrian ramps, specialty pavement, street lighting infrastructure, street trees with structural soil, planters, landscaping, bike racks, driveway curb cuts, and protected bicycle facilities:

- **Dry Dock Avenue** – generally at address no. 22, west of Tide Street;
- **Northern Avenue** – generally at address nos. 331-339, northeast of Tide Street;
- **Tide Street** – between Dry Dock Avenue and Northern Avenue.

(NB 8/8/2024) As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Specific Repair Plan, Dry Dock Avenue, Tide Street, Private Way, South Boston,” 5 sheets dated February, 2024.

Presenting (remote): C Hodney, C Wood, P Flores

Sidewalk and GSI work surrounding a new development building. Current sidewalks are anticipated to be damaged through the construction of the building. Plans have been updated since NB to clarify that reciprocal ramps across Tide St will be reconstructed by the subject project unless they are committed to by the unrelated 24 Dry Dock project. Project will add an additional note confirming that one ped ramp on the opposite side of Dry Dock Ave is currently compliant.



## PUBLIC IMPROVEMENT COMMISSION

JASCHA FRANKLIN-HODGE, *Chair*

### APPROVED unanimously

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PH 2. On a petition by the Massachusetts Bay Transportation Authority for the making of **Specific Repairs** within the following public ways in Dorchester, consisting of curb realignment, sidewalk reconstruction, as well as new and relocated pedestrian ramps and green stormwater infrastructure:

- **Dorchester Avenue** – generally at Bailey Street;
- **Bailey Street** – at Dorchester Avenue;
- **Huron Path** – between Beale Street and Van Winkle Street.

(NB 8/8/2024) As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Specific Repair Plan, Ashmont Station, Dorchester Avenue, Huron Path, Dorchester,” 5 sheets dated July, 2024.

Presenting (remote): M Dube, A Rebhun, B Casey

Part of the MBTA’s system-wide accessibility upgrades project, intended to remove barriers to access to stations throughout the region. Additional improvements are being made within the busway. MBTA currently performs all snow removal from Huron Path and commits to continue to do so.

### APPROVED unanimously

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PH 3. On a petition by Vicinity Energy Boston Inc. for a **Grant of Location** to install a new steam distribution main and associated infrastructure with City shadow within the following public ways in South Boston:

- **Binford Street** – generally between A Street and Necco Street;
- **A Street** – at Binford Street.

(NB 8/8/2024) As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Grant of Location Plan, 244-284 A Street, Boston,” 21 sheets dated April 19, 2023.

Presenting (remote): D Silvia, K Stanley, O Anderson, J Clark, M Kehoe

Plans have not changed since the NB presentation. Project met with Tom Ready/FPNA last week with reportedly positive reactions. Vicinity is offering largely “e-steam” to new customers through this connection. Project is coordinating with MassDOT w/r/t potential impacts to highway tunnels beneath the site.

Tom Ready (FPNA) - Confirms that he did a site walk with Vicinity on Aug. 14, and that Vicinity will assist with anticipated displaced resident parking during construction. Requests that the A Street bike lane is sufficiently protected/rerouted during construction. FPNA is in support of the project.

### APPROVED unanimously



## PUBLIC IMPROVEMENT COMMISSION

JASCHA FRANKLIN-HODGE, *Chair*

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PH 4. On a petition by Jupiter Power LLC (d/b/a Trimount ESS LLC) for a **Grant of Location** to install a new electric duct bank and associated infrastructure with City shadow within the following public ways in Charlestown:

- **Alford Street** – southwest of Dexter Street;
- **Dexter Street** – between Alford Street and the City of Everett boundary.

(NB 8/8/2024) As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Grant of Location Plan, Alford Street, Dexter Street, Charlestown,” 3 sheets dated April 23, 2024.

Presenting (remote): H Detweiler, L Chow, A Tkachuk

Jupiter Power, d/b/a Trimount ESS LLC, is an owner/operator of battery-storage electric power facilities. Project is willing to work with the City to identify potential streetscape/bike facilities upgrades to be implemented upon final restoration after installation of the duct bank. BWSC has a few minor site plan comments to be addressed.

**APPROVED unanimously contingent on final BWSC approval of plans**

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PH 5. On a petition by 375 Cummins LLC for the acceptance of a **Pedestrian Easement** adjacent to **Cummins Highway** (public way), West Roxbury, located on its southwesterly side at address no. 375, generally southeast of Mt. Calvary Road.

(NB 8/8/2024) As shown on a plan entitled “City of Boston Public Works Department, Engineering Division, Pedestrian Easement Plan, 375 Cummins Highway, Public Way, Roslindale,” 1 sheet dated May, 2024.

Presenting (remote): J Pulgini, J Byrnes

Proposed easement allows for completely accessible sidewalks along the site frontage. Street lighting and ped ramp improvements will be performed. Project has committed to financial contributions for off-site mitigation work.

**APPROVED unanimously**

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PH 6. On a petition by 375 Cummins LLC for the making of **Specific Repairs** within **Cummins Highway** (public way), West Roxbury, located generally at address no. 375, generally southeast of Mt. Calvary Road, consisting of curb and sidewalk reconstruction, as well as new and relocated pedestrian ramps, street lighting infrastructure, street trees with structural soil, green stormwater infrastructure, and driveway curb cuts.

(NB 8/8/2024) As shown on a set of plans entitled “City of Boston Public Works Department, Engineering Division, Specific Repairs Plan, 375 Cummins Highway, Roslindale,” 1 sheet dated July 4, 2024 (Revised August 5, 2024).

Presenting (remote): J Pulgini, J Byrnes



## PUBLIC IMPROVEMENT COMMISSION

JASCHA FRANKLIN-HODGE, *Chair*

Improvements are as previously stated. Plans will be updated to show additional ped ramp work. Project will work with BTM to consider installing some form of warning system at the driveway should that be warranted.

**APPROVED unanimously**

### New Business

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NB 1. **Chelsea Street, Terminal Street;** Charlestown – **Specific Repairs** – On a joint petition by the City of Boston Public Works Department and the City of Boston Transportation Department

Presenting (remote): J Alexis, J Sawtelle

Project is an intersection redesign and traffic signal project at the intersection of Terminal St @ Chelsea St, with the primary goal of making the intersection safer for pedestrians, bikes, and vehicles.. Current intersection has a very wide expanse of asphalt, and the subject project will tighten the curblines while still allowing for necessary truck turning maneuvers, and add a new traffic signal. Design accommodates access to the autoport for large trucks, including delivery of wind turbine blades. Final striping and signal phasing are still being finalized.

Sarah Lee (MassPort) - Would like to be given the chance to comment on the final plan set.

John O'Donnell (Diversified Auto) - Would like to know if traffic counts were conducted specifically for this project. [Project believes that BTM's on-file traffic counts were used, but will confirm.] Would like to ensure that access to the autoport and Moran Terminal will not be compromised. [Signal timing is taking this access into account, and will be shared.]

**Public Hearing scheduled for SEPTEMBER 12, 2024**