

MEMORANDUM OF UNDERSTANDING
BY AND AMONG
THE EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS (EOEEA),
THE EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE (EOAF),
THE CITY OF BOSTON AND THE TOWN OF BROOKLINE
CONCERNING THE LOCAL PORTION OF THE REQUIRED NON-FEDERAL MATCHING FUNDS
AND ESTABLISHING A LONG-TERM MAINTENANCE AND MANAGEMENT PROGRAM FOR THE
MUDDY RIVER RESTORATION PROJECT
IN THE CITY OF BOSTON AND THE TOWN OF BROOKLINE

WHEREAS, Frederick Law Olmsted left the people of the nation, the Commonwealth of Massachusetts, the City of Boston and the Town of Brookline a magnificent historic, cultural and environmental legacy of public parks and open spaces;

WHEREAS, in January of 1984 the Commonwealth of Massachusetts committed itself to reclaiming that legacy by creating the Olmsted Historic Landscape Preservation Program and the “Emerald Necklace Master Plan” of 1990, updated in 2001; and, the mission of the Commonwealth and the Program is to preserve significant historic landscapes and to encourage the public’s appreciation, understanding, wise use and maintenance of this historic legacy;

WHEREAS, the health, safety and quality of life of the residents and communities of Boston and Brookline have been threatened by flooding, impaired water quality and degraded habitat related to the Muddy River in the Emerald Necklace;

WHEREAS, in accordance with two Memoranda of Agreement, effective June 8, 1999 (hereinafter “1999 MOA”) and June 7, 2007 (hereinafter “2007 MOA”) both of which are referred to and incorporated herein, the City of Boston and the Town of Brookline accepted responsibility for the implementation and proper maintenance and management of the Emerald Necklace Environmental Improvements Master Plan and the Phase I Muddy River Flood Control, Water Quality, Landscape Restoration and Habitat Enhancement Project (EOEA# 11865) (the master plan and the projects contained therein and Phase I for the area between the Charles River and Perkins Street by Jamaica Pond, including specifically Charlesgate, the Back Bay Fens, the Riverway, Leverett Pond, Willow Pond and Wards Pond, collectively referred to as the “Project”, and the first portion of Phase I referred to as “Charlesgate”) with additional financial support from the Commonwealth and Federal Government;

WHEREAS, in accordance with the 2007 MOA the Department of Conservation and Recreation (DCR) recognized the critical importance of maintenance and management of the Project area and committed to maintaining and managing the parkways and other areas within and abutting the Project area that are subject to its care, custody and control to the same standard to which the City and the Town are obligated to maintain the areas subject to their respective care, custody and control;

WHEREAS, the goals of the Project include, but are not limited to, flood control, water quality improvements, habitat enhancements and historic preservation of the Project area defined as Charlesgate, Back Bay Fens, Riverway, Leverett Pond, Willow Pond and Wards Pond;

WHEREAS, the Executive Office of Energy and Environmental Affairs, the Department of Environmental Management (now DCR), the Massachusetts Emergency Management Agency, the Boston Water and Sewer Commission, the Town of Brookline (“Town”) and the City of Boston (“City”) committed to a Memorandum of Understanding, dated November 4, 1999, concerning the funding and administering of the planning, permitting, and design of Phase I of the Project and the construction and implementation of Charlesgate, and in which the City and Town accepted responsibility for their respective shares of future maintenance and management activities, including the implementation of best management practices, which are identified in a maintenance and management plan, submitted jointly by the City and the Town to the Secretary of Energy and Environmental Affairs, and reviewed as part of the review for adequacy of the environmental impact report pursuant to the Massachusetts Environmental Policy Act (“MEPA”), sections 61-62H of Chapter 30 of the General Laws and its associated regulations, and which maintenance and management plan is attached hereto and incorporated herein (the “Maintenance Plan”);

WHEREAS, pursuant to MEPA the Secretary of Environmental Affairs (the “Secretary”) issued a certificate, dated May 1, 2003 on the Final Environmental Impact Report, (FEIR) and a Certificate dated April 1, 2005 on the Supplemental Final Environmental Impact Report (the “SFEIR”), each of which reaffirms that maintenance and management are key to ensuring that the Project meets its long-term goals and that the significant public investment in the project is adequately protected;

WHEREAS, the MEPA Certificates further acknowledge the need and requirement to clearly define the structure, roles and responsibilities, and develop adequate enforceable commitments for maintenance and management of the Project area, including through required Section 61 Findings under MEPA, to protect over the life of the Project the substantial public investment, both incurred and anticipated, of federal, state, and local public funds to implement the Project;

WHEREAS, section 424 of the federal Water Resources Development Act of 1999, P.L. 106-53 directed the Corps to evaluate the Emerald Necklace Environmental Improvements Master Plan;

WHEREAS, section 522 of the federal Water Resources Development Act of 2000, P.L. 106-541, provides that “The Secretary shall carry out the project for flood damage reduction and environmental restoration, Muddy River, Brookline and Boston, Massachusetts, substantially in accordance with the plans, and subject to the conditions, described in the draft evaluation report of the New England District Engineer entitled ‘Phase I Muddy River Master Plan’, dated June 2000;”

WHEREAS, the Great and General Court of the Commonwealth, pursuant to St. 2002, c. 236, s. 2, item 2000-2030, authorized \$24 million “for the purposes of partially matching the federal funds committed by the army corps of engineers to undertake the emerald necklace muddy river restoration project, so-called, a project to provide flood protection to the Massachusetts Bay Transportation Authority and other parties, to provide environmental and historic preservation benefits to the commonwealth” but also required “prior to any expenditure of funds from this item, the city of Boston and the town of Brookline shall enter into a memorandum of understanding, so-called, with the executive office of environmental affairs and the executive office for administration and finance that details the local portion of the required non-federal matching funds and establishes a long-term maintenance and management program for said project;”

NOW, THEREFORE, in order to clearly define the responsibilities of the Executive Office of Energy and Environmental Affairs, the Executive Office for Administration and Finance, the Town of Brookline and the City of Boston (“Parties”) and to detail the local portion of the required non-federal matching funds and to affirm the establishment of the long-term maintenance and management program for the Project as set forth in the 2007 MOA, the Parties, including their respective successor organizations and successor agencies designated by law, agree as follows:

1. Purpose.

The Parties to this Memorandum of Understanding (the “Agreement”) hereby each commit to:

- (a) as applicable, protect the substantial public investment in, and restore, improve, and provide proper stewardship for the natural, recreational, and cultural resources in the Project area as provided in the 1999 MOA, the 2007 MOA and the MEPA Certificates;
- (b) detail the local portion of the required non-federal matching funds from the Commonwealth of Massachusetts, the City and the Town;
- (c) as applicable, comply with state, federal and local laws and permits, and the conditions and requirements of all existing and anticipated state and federal project agreements associated with the Project; and,
- (d) the enforceable commitment by the City and the Town for the implementation of the Maintenance Plan.

2. Local Portion of the Non-Federal Match, and Maintenance and Management

- (a) The Parties acknowledge that the cost share arrangement for such a project would normally require the Commonwealth of Massachusetts and the project proponents (the City and Town) to split equally and fund in advance to the United States Army

Corps of Engineers the cash non-federal match for project costs under the Project Cooperative Agreement, including design and construction. For the Project, however, the Commonwealth agrees to assume and fund, using bond proceeds and authorization under St. 2002, c. 236, s. 2, item 2000-2030 the entire non-federal match for the first \$42 million in project capital costs subject to the limits set forth in paragraph (d) below. This obligation shall not extend to: (i) any costs for maintenance and management for lands under the care, custody and control of the City and Town connected with the 2007 MOA (which are solely the responsibility of the City and the Town); (ii) capital/structural best management practices and restoration of the Carlton Street Footbridge as set forth in the Secretary's Certificate on the SFEIR (which are solely the responsibility of the Town); and, (iii) the proponents' Project betterments, which are solely the responsibility of the Party having care, custody and control of such betterments (including work at Wards Pond which is solely the responsibility of the City). The Town has authorized \$90,000 to date for restoration of the Carlton Street Footbridge and has committed to the schedule in Attachment A. The SFEIR requires that the Town demonstrate enforceable commitments with respect to the Carlton Street Footbridge. If the Town does not demonstrate enforceable commitments by December 31, 2009 the Commonwealth may terminate this MOU or may limit its participation or funding under the MOU.

- (b) In consideration of the Commonwealth's commitment to fund the City's and Town's portion of the entire non-federal match for the first \$42 million of the project costs, subject to the limits set forth in paragraph (d) below, the City and the Town hereby commit during the term of this MOU to implement maintenance and management obligations, as stated and required by the 2007 MOA, and the Maintenance Plan attached thereto and incorporated therein, and any conditions contained in relevant MEPA certificates of the Secretary, any Section 61 findings issued pursuant to MEPA, and the requirements of any permit or approval issued in connection with the Project, with respect to those portions of the Project area that are within the City's and Town's respective care, custody or control. The Town and the City agree to provide sufficient resources to implement the maintenance and management standards set forth in the Maintenance Plan for each portion of the Project area after full completion of improvements by the Army Corps of Engineers (ACOE) in that portion of the Project area and following ACOE's return of that portion of the Project area to their respective care, custody and control.
- (c) The Parties agree that the formula for the non-federal share of any project costs above the \$42 million will be assumed in a typical cost share arrangement (paragraph 2(d) includes the authorizations related to this formula): 50% by the Commonwealth, subject to the limits set forth in paragraph (d) below and 50% by the municipalities subject to the limits set forth in paragraph (d) below. Of the municipal 50%, Boston shall pay 87% and Brookline 13%, based on the agreed upon respective percentage of ownership of the land and waterways in the Project area.

- (d) All Parties acknowledge that in accordance with M.G.L. c.29, Section 26, no authorization exists on the part of the Commonwealth to fund costs and obligations of the non-federal sponsor in an amount greater than the \$24 million authorized in item 2000-2030 in Chapter 236 of the Acts of 2002. Corresponding to a total preferred project construction estimate of \$91 million as set forth in the 2007 MOA, Brookline has authorized \$1.625 million and Boston has authorized \$10.9 million for the non-federal proportionate share of the project's financial obligations for construction (which is separate from Boston's and Brookline's enforceable legal commitments under paragraph 2(a)(i) and (ii) and paragraph 2(b)). The Parties acknowledge that no greater authorization exists on the part of Brookline and Boston to fund the municipal portion of the project's financial obligations for construction under the PCA.
- (e) The Parties agree that no party to this agreement will agree to or make any material change to the Project that may impact its budget, without the prior written approval of Boston, Brookline, EOEEA and EOAF.
- (f) The City and the Town further warrant and represent that: 1) each is carrying the necessary funding in its operating budget and commits to continue carrying such funding in such operating budget at the levels needed to comply with its respective obligations under this Agreement; and, 2) funding of such items, as necessary, shall be paramount to the funding of other municipal responsibilities subject to the determination of Town Meeting in the case of the Town and the City Council in the case of the City.
- (g) (1) Compliance with and fulfilling maintenance and management obligations, as set forth in the 2007 MOA and the Maintenance Plan, and any conditions contained in relevant MEPA certificates of the Secretary, any Section 61 findings issued pursuant to MEPA shall be incorporated as conditions of any contract for state financial assistance associated with the Project, and any permits and approvals granted by any state agency with respect to the Project.

(2) Compliance with and fulfilling the obligations under this MOU, the 2007 MOA and the Maintenance Plan shall be considered independent legal obligations under this MOU required under St. 2002, c. 236, s. 2, item 2000-2030, each of which shall be specifically enforceable by the Commonwealth, the City or the Town, and the rights of specific enforcement shall exist regardless of the adequacy of a remedy at law.

(3) For addressing any lack of compliance with maintenance and management obligations set forth in the 2007 MOA:
 - (a) Boston and Brookline hereby give EOEEA (meaning and including its designated agencies, employees and contractors) a right to enter, at reasonable times and in a reasonable manner, upon property that Boston or Brookline now or hereafter own or control for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating,

maintaining, managing, repairing, rehabilitating, or replacing the Project and associated maintenance and management obligations. If an inspection shows that either Boston and Brookline for any reason is failing to perform its obligations under the 2007 MOA, and the EOEEA sends a written notice describing the non-performance to either Boston or Brookline and, if after 90 calendar days from receipt of such written notice by such party, the party continues to fail to perform, then the EOEEA shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Boston or Brookline now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the Project. No completion, operation, maintenance, repair, rehabilitation, or replacement by EOEEA shall relieve the either Boston or Brookline of responsibility to meet obligations as set forth in the PCA or under this Agreement or the 2007 MOA, or to preclude the EOEEA from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this MOU. Boston and Brookline shall be responsible for reasonable costs incurred under this paragraph.

- (b) In addition to and not in lieu of or a waiver of the rights and remedies specified above in this MOU or otherwise available, it is understood that EOEEA costs incurred under subsection (a) shall be considered a debt owed to the Commonwealth and recoupment of said debt may occur (i) through a civil action initiated by the Commonwealth; (ii) through a collection agency acting at the request of a Commonwealth; and (iii) by “intercept” via matching the debt owed to otherwise eligible payments to Boston or Brookline from the Commonwealth, consistent with M.G.L. c. 7A, s.3, and associated policies and procedures of the State Comptroller.

3. Dispute Resolution.

In the event of a dispute related to this Agreement or the appendices referred to herein, the Parties shall use the following as a condition precedent to any party pursuing other available remedies, including legal remedies. Notwithstanding the foregoing, the Parties are committed to trying in good faith to resolve all issues that relate to this Agreement and the Project informally and expeditiously directly or through the Cabinet, as established in the 2007 MOA, and agree that for the purposes of this Paragraph 3, there shall not be a dispute until such informal efforts have been deemed ineffective by any party in its sole discretion:

- (a) A party who believes a dispute exists (the “disputing party”) shall give written notice of such dispute in writing to the party or parties involved in the dispute (the “responding party” or the “responding parties”), and shall provide a copy of such notice simultaneously to each other party to this Agreement. Such notice shall clearly, though as briefly as practicable, state the substance and scope of the dispute, the disputing party’s position relative thereto, including legal and factual justifications therefore, the remedy sought, and any other pertinent matters.

- (b) The responding party or parties shall respond in writing to the disputing party within ten (10) business days of receiving such notice, and shall send a copy of such response to each of the other Parties to this Agreement. Such writing shall clearly, though as briefly as practicable, state the responding party's (or parties') response to each of the items included in the disputing party's writing, and any other pertinent matters.
- (c) A conference shall be held within ten (10) business days between representatives of the parties having decision-making authority regarding the dispute, to negotiate in good faith a resolution of the dispute.
- (d) If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties' representatives may submit the dispute to mediation by contacting the MA Office of Dispute Resolution (MODR), which will convene and coordinate the mediation process. Notwithstanding the foregoing, the parties agree that no public employee shall act as a mediator in connection with any dispute.
- (e) The parties hereby agree to mediate in good faith for a minimum period of ten (10) business days from the actual commencement of the mediation. At the end of the ten day period or any extension thereto, the parties shall be free to pursue all available legal remedies.
- (f) The parties may mutually agree to extend any of the time periods stated herein.
- (g) The parties agree that the mediation provided for here is a compromise negotiation for purposes of all international, federal and state rules of evidence. The entire procedure will be confidential to the extent permitted by law. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, representatives or other invitees to the mediation and by the neutral, who is the parties' joint agent for the purpose of these compromise negotiations, are confidential and shall, in addition and where appropriate, be deemed to be privileged. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative for any of the parties. However, evidence otherwise discoverable or admissible in a later proceeding is not excluded from discovery or admission as a result of its use in the mediation. If not entirely enforceable, the Parties intend that the court enforce this provision to the extent enforceable by such court.
- (h) The Parties agree that nothing contained herein shall affect or limit, in any way, any party, as applicable, from independently exercising or enforcing its authority under any applicable statute, regulation or other provision of law that it is charged with administering.

4. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered: a) in person; b) by certified mail, postage prepaid, return receipt requested; or, c) by commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

Secretary of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Secretary for Administration and Finance
State House Room 373
Boston, MA 02133

Board of Selectmen, Attn: Town Administrator
333 Washington Street
Brookline, MA 02445

City of Boston Parks & Recreation Department
Commissioner Antonia Pollak
1010 Massachusetts Ave, 3rd Floor
Boston, MA 02118

5. U.S Army Corps of Engineers Project Agreement Conditions.

The Parties recognize that certain obligations and conditions associated with the Project must be fulfilled by certain parties independent of this Agreement as part of any project agreement for the Project with the United States Army Corp of Engineers and local, state and federal project permits. The Parties agree, however, that fulfillment of those conditions and obligations (in force or as lawfully modified) by the relevant parties shall be considered binding obligations under this Agreement, enforceable by the parties to this Agreement as if such obligations were set forth in full herein.

The Parties recognize that the Project Cooperative Agreement (PCA) with the ACOE, to be signed by Brookline, Boston and EOEEA with the approval of EOAF, will require the Parties to accept obligations associated with the Project for operation, maintenance, repair and rehabilitation and replacement (for example, without limitation, under Article VIII of the PCA). With regard to those obligations, within this MOU, the City and the Town accept responsibility, including providing funding, for those obligations, which is consistent with the intent of the 2007 MOA, the MEPA certificates and the modified cost-share for the Project, and agree to fulfill such obligations of the Non-Federal Sponsor and timely respond and address any notice of non-performance issued by the ACOE to the Parties for areas within their respective care, custody and control.

In the event that the final cost of implementation of the “structural flood control” portion of the Project (as defined in the PCA) shall come in under budget, the Parties agree

that any potential reimbursement of any portion of funds would occur to each Party in pro rata shares with regard to the actual cash contribution funded and tendered by that Party. The Parties agree that said reimbursement shall remain within the Project and be carried over with ACOE as a credit towards that specific Party's cost share obligation of the "Environmental Restoration" portion of the Project (as defined in the PCA).

6. Rights and Liabilities of the Parties.

Nothing in this Agreement, except as expressly stated, shall be construed to diminish, enlarge or modify any right or liability of any of the Parties, or create liability on the part of any public agency for the act or omission of another public agency or a private person. Nothing in this Agreement shall be construed to amend, repeal or otherwise alter the authority or jurisdiction of any public agency. Nothing in this Agreement, including any process established herein, shall be construed to amend, repeal or otherwise alter any mitigation commitment, obligation or requirement pursuant to MEPA.

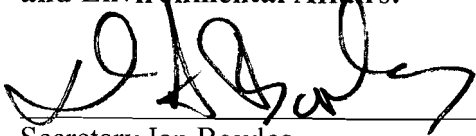
7. Effective Date and Term.

The effective date of this Agreement shall be the date of execution by the last of the Parties to sign. The Agreement shall remain in effect from the effective date and shall expire thirty (30) years from the completion date of the capital investments of the Project (completion date is defined as the time when the property is returned to the parties), unless the term is extended or modified with the unanimous written agreement of all of the Parties. This duration of the Agreement represents the currently estimated expected life of the capital investments implemented, if maintained as anticipated, as part of the Project.

Each of the Parties signing below represents and warrants that it is authorized to sign on behalf of and to bind their respective Party to this Agreement. Attached to this Agreement as Attachment B is the authorization approved by Brookline Town Meeting. Each of the Parties signing below agrees that they have had the opportunity to consult with legal counsel, and that they have not been induced to execute this Agreement by any warranties or representations other than those contained in writing in this Agreement.

Signed as a sealed instrument on the dates set forth below.

**For the Executive Office of Energy
and Environmental Affairs:**


Secretary Ian Bowles

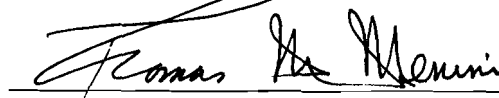
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**For the Executive Office for
Administration and Finance:**

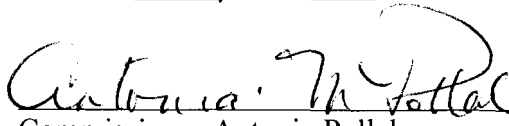

Secretary Leslie A. Kirwan

Date: August 6, 2009

For the City of Boston:

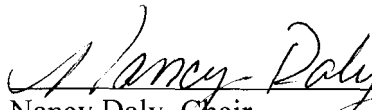

Mayor Thomas Menino

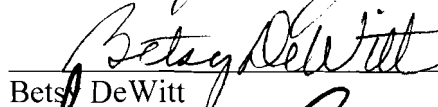
Date: 8/11/09

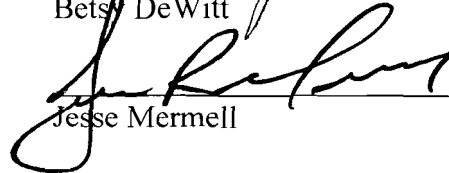

Commissioner Antonia Pollak

Date: 8/10/09

**For the Town of Brookline, by its
Selectmen**


Nancy Daly, Chair


Betsy DeWitt


Jesse Mermell

Richard Benka

Kenneth M. Goldstein

Date: July 14, 2009

PROJECT PHASE	State FY'09				State FY'10			
	1st Quarter July-Sept, 2008	2nd Quarter Oct-Dec, 2008	3rd Quarter Jan-March, 2009	4th Quarter April-June, 2009	1st Quarter July-Sept, 2009	2nd Quarter Oct-Dec, 2009	3rd Quarter Jan-March, 2010	4th Quarter April-June, 2010
PHASE I: Preparation of Transportation Enhancement (TE) Application					MAAB Advisory/Variance: Brookline DPW requests advisory opinions and/or variance in concert with accessibility investigation and Disabled Commission	Fall Town Meeting: 11/10/09 Seek authorization for funding the CSF restoration to the extent that outside funding not available		
				Board of Selectmen: 6/23/09 Execute SEA contract	Board of Selectmen: Progress and MAAB reports	Board of Selectmen: 11/24/09 Submit TE Pre-Application	Board of Selectmen: Submit TE Final Application	Board of Selectmen: Execute SEA Amendment for Final Design; Request/Secure TIP listing; Fin Des FY'11; Constr FY'12
			SEA Consultants: Perform current structural inspection and conditions assessment of footbridge	SEA Consultants: Review restoration approach based on field data; Investigate accessibility alternatives; Update cost estimates	SEA Consultants: Prepare 25% Plans and Cost Estimates to MHD requirements; Prepare Preliminary Structural Report; Prepare Geotechnical Report	SEA Consultants: Finalize TE 25% Plans and Cost Estimate for TE Final Application		
				Brookline Public Process: Commission for the Disabled Preservation Commission	Brookline Public Process: Park/Rec Commission Conservation Commission Preservation Commission Commission for the Disabled			
			Brookline Engineering: Explore Alternative Funding Sources, as identified in the CSF Feasibility Study in 2000: 1) Historic Landscape Preservation Program; 2) Massachusetts Preservation Projects Fund; and 3) Emerald Necklace Conservancy	Brookline Engineering: MBTA coordination mtg, Site survey and soil borings; Prepare MBTA Permanent and Construction Easements; Alternative Funding follow-through, if project eligible and program active	Brookline Engineering: Prepare TE Pre-Application; Finalize MBTA Easements	Brookline Engineering: Finalize TE Application; Develop Final Design contract amendment with SEA Consultants	Brookline Engineering: Secure Final Design contract amendment with SEA Consultants;	
					Mass. Historical Commission: Review proposed project with State agency as a precursor to the Section 106 process			
PHASE II: Transportation Enhancement Evaluation Process			Brookline Engineering: Send letter to MAPC addressing anticipated CSF TEP Pre-application and (3) items identified in 2005	Brookline Engineering: MAPC/MPO/EOT coordination mtg	MAPC Selection Committee: TE Pre-Application under review; Brookline and SEA Consultants attend MAPC Selection Committee mtg	MAPC/Steering Committee: TE Pre-Application review and comments issued by MAPC; Final Application reviewed for March vote by Steering Committee	Secretary of Transportation: Letter from EOTC Secretary to Brookline stating the eligibility of the CSF for enhancements funding through MHD TIP program	
PHASE III: Mass Highway Design/Review Process				Brookline Engineering: MHD Coordination mtg; Prepare MHD Right-of-Way (ROW) plan	Brookline Engineering: Prepare/Submit MHD Project Need Form (PNF) and Project Initiation Form (PIF); Finalize ROW plan	MHD/MPO: Review PNF and PIF for CSF project and provide recommendations for TIP process	MHD/MPO: 25% Design Submission for review/comment by MHD; Secure TIP priority placement; Fin Des FY'11; Constr FY'12	
						SEA Consulting: Prepare 25% Design; Propose Final Design contract	SEA Consulting: Submit 25% Design; Prepare 75% Design	
PHASE IV: Mass Highway Construction Process								

Draft Project Timetable

	State FY'11				State FY'12			
PROJECT	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
PHASE	July-Sept, 2010	Oct-Dec, 2010	Jan-March, 2011	April-June, 2011	July-Sept, 2011	Oct-Dec, 2011	Jan-March, 2012	April-June, 2012
PHASE I:								
Preparation of Transportation Enhancement (TE) Application								
PHASE II:								
Transportation Enhancement Evaluation Process								
PHASE III:								
MassHighway Design/Review Process	MHD: 25% Public Hearing, 25% Comments, 75% Design Submission received/under review; Allocate FY'11 Final Des	MHD: 75% Comments; and 100% Design Submission received and under review	MHD: 100% Comments; and Plans, Specifications and Cost Estimate (PS&E) received					
	MPO: Brookline monitors and advocates for TIP placement: Des FY'11 and Constr FY'12	MPO: Brookline monitors and advocates for TIP placement: Constr FY'12	MPO: Brookline monitors and advocates for TIP placement: Constr FY'12	MPO: Brookline monitors and advocates for TIP placement: Constr FY'12				
	SEA Consulting: Provide responses to 25% Review; Finalize and submit 75% Design; Prepare 100% Design	SEA Consulting: Provide responses to 75% Review; Finalize and submit 100% Design; Prepare Final PS&E	SEA Consulting: Provide responses to 100% Review; Finalize and submit PS&E					
PHASE IV:								
MassHighway Construction Process			MHD: Prepare Bid Documents; Initiate public bid process by setting advertising date	MHD: Allocate funding; Complete public bid process; Bid review and contract award	MHD: Pre-Construction Conference	MHD: Construction and contract administration	MHD: Construction and contract administration	MHD: Construction and contract administration
			Board of Selectmen: Execute SEA contract amendment for Construction Administration					
			SEA Consulting: Propose Construction Administration contract	SEA Consulting: Review bids and provide comment to MHD	SEA Consulting: Review project approach and schedule with MHD and Contractor	SEA Consulting: Review shop drawing submittals; Answer RFI's; and Site visits, as req'd	SEA Consulting: Review Submittals; Answer RFI's; Progress inspections; Site Visits, as req'd	
			Brookline Engineering: Develop SEA contract amendment for Construction Administration; File Notice of Intent with Brookline Conservation Commission	Brookline Engineering: Construction coordination and consultant contract administration	Brookline Engineering: Constr coordination and consultant contract administration	Brookline Engineering: Constr coordination and consultant contract administration	Brookline Eng: Constr coordination and consultant contract administration	
				Contractor: Submit bid	Contractor: Propose project approach, sequencing, schedule, MBTA coordination, site access, staging area, site office	Contractor: Project Start, say March with 1-year to finish (on-site restoration)	Contractor: Project underway	

CARLTON STREET FOOTBRIDGE

Draft Project Timetable

	State FY'13				State FY'14			
PROJECT	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
PHASE	July-Sept, 2012	Oct-Dec, 2012	Jan-March, 2013	April-June, 2013	July-Sept, 2013	Oct-Dec, 2013	Jan-March, 2014	April-June, 2014
PHASE I: Preparation of Transportation Enhancement (TE) Application								
PHASE II: Transportation Enhancement Evaluation Process								
PHASE III: MassHighway Design/Review Process								
PHASE IV: MassHighway Construction Process	MHD: Construction and contract administration	MHD: Construction and contract administration	MHD: Construction and contract administration (closure)					
	SEA Consulting: Review Submittals; Answer RFI's; Progress inspections;	SEA Consulting: Answer RFI's; Progress inspections; Punch list	SEA Consulting: Answer RFI's; Progress inspections; Final Punch list					
	Brookline Eng: Constr coord	Brookline Eng: Constr coord	Brookline Eng: Project acceptance					
	Contractor: Project underway	Contractor: Project conclusion	Contractor: Project closure					

TOWN OF BROOKLINE
OFFICE OF THE TOWN CLERK

June 2, 2003

To Whom It May Concern:

I, Patrick J. Ward, Town Clerk of the Town of Brookline, duly qualified and acting as such and having custody of the records, hereby certify that the following actions were taken under Article #11, Item #73, at the Annual Town Meeting called for Tuesday, May 27, 2003 at 7:00 P.M., adjourned to Wednesday, May 28, 2003, and dissolved on Thursday, May 29, 2003 at 10:40 P.M.

VOTED:

- 73.) Raise and appropriate \$90,000 to be expended under the direction of the Commissioner of Public Works, with the approval of the Selectmen for the restoration and reopening of the Carlton Street Footbridge in its current location and with necessary ADA compliance; provided, however, that the expenditure of such funds shall be contingent upon the receipt of outside funds for the remaining costs of such restoration and reopening and upon the Commonwealth of Massachusetts fully funding the Commonwealth's share of the cost of undertaking Phase I of the Muddy River Restoration Project as more fully described in EOEA No. 11865, currently projected to be \$24 million.

The above vote, taken under Article #11, Item #73, on Wednesday, May 28, 2003, was PASSED BY A MAJORITY VOTE, was so declared by the Moderator and is so recorded.

ATTEST:

(Seal)

Patrick J. Ward
Town Clerk



TOWN OF BROOKLINE
MASSACHUSETTS

**REPORTS OF SELECTMEN
AND ADVISORY COMMITTEE**

on the

Articles in the Warrant

for the

ANNUAL TOWN MEETING

to be held in the High School Auditorium

Tuesday, June 1, 2004

at

7:00 P.M.

A TRUE COPY
ATTEST:

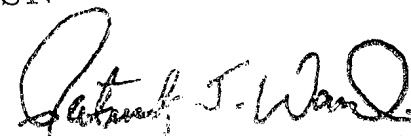
Town Clerk
Brookline

(Please retain this copy for use at the Town Meeting)

	FY01 ACTUAL	FY02 ACTUAL	FY03 ACTUAL	FY04 BUDGET	FY05 BUDGET	CHANGE FROM FY04
55 . Horace James Circle Improvements (tax financed)					150,000	
56 . Street Rehabilitation (tax financed)					1,000,000	
57 . Traffic Calming Studies and Improvements (tax financed)					200,000	
58 . Sidewalk Repair/Reconstruction (tax financed)					240,000	
59 . Newton St. Landfill Assessment / Corrective Action (tax financed)					2,000,000	
60 . Streetlight Replacement/Repairs (tax financed)					100,000	
61 . Larz Anderson Park (tax financed)					185,000	
62 . Playground Equipment, Fields, Fencing (tax financed)					250,000	
63 . Town/School Grounds Rehab (tax financed)					120,000	
64 . Tennis Courts / Basketball Courts (tax financed)					100,000	
65 . Dane Park (tax financed)					60,000	
66 . Lawton Playground (tax financed)					350,000	
67 . Tree / Shrub Management (tax financed)					25,000	
68 . Longwood Mall (tax financed)					35,000	
69 . Downes Field Track (tax financed)					60,000	
70 . Tree Removal and Replacement (tax financed)					100,000	
71 . Hemlock Tree Removal (tax-financed)					40,000	
72 . Walnut Hills Cemetery Upgrade (tax financed)					35,000	
73 . Small Green Open Spaces / Streetscapes (tax financed)					50,000	
74 . Swimming Pool Rehabilitation (Roof, Ceiling, Lighting, HVAC, Windows) (tax financed)					1,000,000	
75 . Soule Rec Center Windows (tax financed)					75,000	
76 . School Furniture Upgrades (tax financed)					50,000	
77 . Energy Management System (tax financed)					80,000	
78 . Driscoll School Auditorium - HVAC (tax financed)					120,000	
79 . Old Lincoln School Elevator (tax financed)					165,000	
80 . Pierce School Improvements - Window Replacement (tax financed)					575,000	
81 . School Trash Compactors (tax financed)					65,000	
82 . Water Meter Replacement (enterprise fund budget)					50,000	
83 . Muddy River Restoration (tax financed)					905,000	
84 . Muddy River Restoration (bond)					745,000	
(5) TOTAL SPECIAL APPROPRIATIONS	11,904,091	11,843,792	6,767,794	7,066,117	10,644,969	3,578,852
TOTAL APPROPRIATED EXPENDITURES	155,053,212	147,333,324	149,351,237	155,423,016	164,488,226	9,065,210
NON-APPROPRIATED EXPENDITURES						
Cherry Sheet Offsets	1,171,140	1,189,066	1,148,519	1,013,561	1,014,997	1,416
State & County Charges	6,117,420	5,741,060	5,638,706	5,453,961	5,260,459	(193,502)
Overlay	2,096,864	2,393,355	2,560,059	1,500,000	1,500,000	0
Deficits-Judgments-Tax Titles	220,000	0	71,250	50,000	50,000	0
TOTAL NON-APPROPRIATED EXPEND.	9,605,424	9,323,481	9,418,534	8,017,522	7,825,456	(192,066)
TOTAL EXPENDITURES	164,658,636	156,656,803	158,769,771	163,440,538	172,313,682	8,873,144
SURPLUS/(DEFICIT)	4,648,507	4,734,665	5,094,944	0	0	0

- (1) Breakdown provided for informational purposes.
- (2) FY01-03 figures provided for informational purposes. Funds were transferred to departmental budgets for expenditure.
- (3) FY01-04 figures provided for information purposes. Funds were transferred to departmental budgets for expenditure.
- (4) Funds are transferred to trust funds for expenditure.
- (5) Amounts appropriated. Bonded appropriations are not included in the total amount, as the debt and interest costs associated with them are funded in the Borrowing category (item #34).

A TRUE COPY
ATTEST:



Town Clerk
Line

FA

76.) Raise and appropriate \$50,000, to be expended under the direction of the Chief Procurement Officer, with the approval of the Board of Selectmen and the School Committee, for school furniture upgrades.

FA

77.) Raise and appropriate \$80,000. to be expended under the direction of the Building Commissioner, with the approval of the Board of Selectmen and the School Committee, for upgrades to the energy management system of School facilities.

FA

78.) Raise and appropriate \$120,000, to be expended under the direction of the Building Commissioner, with the approval of the Board of Selectmen and the School Committee, for the upgrade of the HVAC system in the Driscoll School Auditorium.

FA

79.) Raise and appropriate \$165,000, to be expended under the direction of the Building Commissioner, with the approval of the Board of Selectmen and the School Committee, for the installation of an elevator at the Old Lincoln School.

FA

80.) Raise and appropriate \$575,000, to be expended under the direction of the Building Commissioner, with the approval of the Board of Selectmen and the School Committee, for the replacement of windows at the Pierce School.

FA

81.) Raise and appropriate \$65,000, to be expended under the direction of the Building Commissioner, with the approval of the Board of Selectmen and the School Committee, for trash compactors at various schools.

FA

82.) Raise and appropriate \$50,000, to be expended under the direction of the Commissioner of Public Works, with the approval of the Board of Selectmen, for water meter replacement.

→ FA

83.) Raise and appropriate \$905,000, to be expended under the direction of the Commissioner of Public Works, with the approval of the Board of Selectmen, for the Muddy River Restoration Project.

→ FA

84.) Appropriate \$745,000, to be expended under the direction of the Commissioner of Public Works, with the approval of the Board of Selectmen, for the public works project known as the Muddy River Flood Control, Water Quality, Habitant Enhancement and Historic Landscape Preservation Project, including engineering and architectural services and plans and specifications, and to meet the appropriation authorize the treasurer, with the approval of the board of selectmen, to borrow \$745,000 under General Laws, chapter 44, section 7, clauses (21) (22) (25) and (27), as amended, or under chapter 74 of the Acts of 1945, as amended, and all other laws thereto enabling; and authorize the board of selectmen to apply for, receive and expend state and federal funds, aid, grants, loans, reimbursements or other assistance for said project.

A TRUE COPY

ATTEST:

Town Clerk
Brookline