Navigation Improvement Project
Local Cooperation Agreement

Boston Harbor, Massachusetts

Mystic River, Chelsea River and Reserved Channel

US Army Corps
of Engineers
New England Division

May 1988

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May 1988

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5b. GRANT NUMBER

5c. PROGRAM ELEMENT NUMBER

6. AUTHOR(S)
U.S. Army Corps of Engineers, New England Division

5d. PROJECT NUMBER

5e. TASK NUMBER

5f. WORK UNIT NUMBER

7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)
U.S. Army Corps of Engineers
New England Division
424 Trapelo Road
Waltham, MA 02254

8. PERFORMING ORGANIZATION REPORT NUMBER

9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)
U.S. Army Corps of Engineers
New England Division
424 Trapelo Road
Waltham, MA 02254

10. SPONSOR/MONITOR'S ACRONYM(S)

11. SPONSOR/MONITOR'S REPORT NUMBER(S)

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Approved for public release; distribution is unlimited.

13. SUPPLEMENTARY NOTES
Local Cooperation Agreement

14. ABSTRACT
Description of scope of work to be performed in Boston Harbor navigation improvement between the New England Division, Corps of Engineers and the Commonwealth of Massachusett.

15. SUBJECT TERMS
Boston Harbor, Mystic River, Chelsea River, Reserved Channel

16. SECURITY CLASSIFICATION OF:			17. LIMITATION OF ABSTRACT	18. NUMBER OF PAGES	19a. NAME OF RESPONSIBLE PERSON
a. REPORT	b. ABSTRACT	c. THIS PAGE			Matthew Connell
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BOSTON HARBOR, MASSACHUSETTS

MYSTIC RIVER, CHELSEA RIVER
AND RESERVED CHANNEL

NAVIGATION IMPROVEMENT PROJECT

DRAFT

LOCAL COOPERATION AGREEMENT

DRAFT

LOCAL COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE MASSACHUSETTS PORT AUTHORITY

FOR CONSTRUCTION OF THE

BOSTON HARBOR NAVIGATION IMPROVEMENT PROJECT

BOSTON, MASSACHUSETTS

THIS AGREEMENT, entered into this _____ day of _____, 1988, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the MASSACHUSETTS PORT AUTHORITY (hereinafter referred to as the "local sponsor"), acting by and through its Executive Director.

WITNESSETH, THAT:

WHEREAS, the study for the Boston Harbor Navigation Improvement Project, Massachusetts, hereinafter referred to as the "project", was authorized by two resolutions adopted by the Committee on Public Works of the United States Senate on 1 March 1968 and 11 September 1969; and,

WHEREAS, the Water Resources Development Act of 1986, Public Law 99-662, specifies the cost-sharing requirements applicable to the project: and

WHEREAS, the local sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in project cost-sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

1. The term "general navigation features of the project" shall mean the following project features assigned to commercial navigation:

a. Deepening of the 35-foot South Boston Reserved Channel to a depth of 40 feet over a width of 400 feet and and widening this channel at it's confluence with the Main Ship Channel.

b. Deepening of the 35-foot lower Mystic River Channel, currently included in the project for the Mystic River, Massachusetts, to a depth of 40-feet except for an area adjacent to Ryan Park in Charlestown along the southwest limit.

c. Deepening of the 35-foot Inner Confluence area to a depth of 40-feet including widening the area along the East Boston shore, to be included in the project for the Mystic River in b. above.

d. Deepening of the existing 35-foot channel limits on the Chelsea River to a depth of 40 feet.

2. The term "total cost of construction of general navigation facilities assigned to commercial navigation" shall mean all costs incurred by the local sponsor and the Government directly related to construction of the general navigation features of the project. Such costs shall include, but not necessarily be limited to, actual construction costs, costs of relocations not performed by or on behalf of the local sponsor, costs of applicable engineering and design, continuing planning and engineering costs incurred after October 1, 1985, supervision and administration costs, and costs of contract dispute settlements or awards, but shall not include the value of lands, easements, rights-of-way, and dredged material disposal areas, relocations performed by or on behalf of the local sponsor, non-Federal dredging of public or private channels and berthing areas, and aids to navigation.

3. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the general navigation features of the project by the Contracting Officer.

4. The term "Contracting Officer" shall mean the Commander of the U.S. Army Engineers, New England Division, or his designee.

5. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public or private road or way.

ARTICLE II - OBLIGATIONS OF PARTIES

a. The Government, subject to and using funds provided by the local sponsor and appropriated by the Congress, shall expeditiously construct the general navigation features of the project (including relocations or alterations of highway and railroad bridges), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The local sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. The local sponsor also shall be afforded the opportunity to review and comment on all

modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the views of the sponsor, but award of the contracts and performance of the work thereunder shall be exclusively within the control of the Government.

b. The Government shall operate and maintain the general navigation features of the project.

c. The local sponsor shall provide and maintain, at its own expense, all project facilities other than those for general navigation including dredged depths commensurate with those in related general navigation features in berthing areas and local access channels serving the general navigation features.

d. As further specified in Article III hereof, the local sponsor shall provide to the Government all lands, easements, and rights-of-way, including dredged material disposal areas, and perform all relocations or alterations of facilities other than utilities governed by paragraph e. below (except relocations or alterations of highway and railroad bridges), determined by the Government to be necessary for construction, operation, or maintenance of the project.

e. As further specified in Article III hereof, the local sponsor shall perform or assure performance of all utility relocations or alterations determined by the Government to be necessary for construction, operation, or maintenance of the project.

f. As further specified in Article VI hereof, the local sponsor shall provide, during the period of construction, a cash contribution equal to 25% of the total cost of construction of the general navigation facilities assigned to commercial navigation.

g. As further specified in Article VI hereof, the local sponsor shall repay with interest, over a period not to exceed 30 years following completion of the project or separable element thereof, an additional 10 percent of the total cost of construction of general navigation facilities assigned to commercial navigation, depending on the value, as calculated under Article IV hereof, of items provided pursuant to paragraph d. of this Article. If the credit allowed for such items is less than 10 percent of the total cost of construction of general navigation facilities, the local sponsor shall repay a percentage of said total cost equal to the difference between 10 percent of the total cost and the percentage of the total cost represented by the value of such items. If the credit allowed is equal to or greater than 10 percent of said total cost, the local sponsor shall not be required to repay any additional percentage of the total cost.

h. The local sponsor shall prohibit the erection of any structures within a distance to be determined by the Chief of Engineers from the bottom edge of the proposed channels and turning basins.

ARTICLE III - LANDS, FACILITIES, AND RELOCATION ASSISTANCE

a. Prior to the advertisement of any construction contract, the local sponsor shall furnish to the Government all lands, easements, and rights-of-way, including suitable dredged material disposal areas, as may be determined by the Government to be necessary for construction, operation, and maintenance of the general navigation features, and shall furnish to the Government evidence supporting the local sponsor's legal authority to grant rights-of-entry to such lands.

b. The local sponsor shall provide, or pay to the Government, the full cost of providing all retaining dikes, wasteweirs, bulkheads, and embankment, including all monitoring features and stilling basins, determined by the Government to be necessary for construction, operation, or maintenance of the general navigation features.

c. Upon notification from the Government, the local sponsor shall accomplish all necessary alterations and relocations of buildings, highways, railroads, storm drains, and other facilities, structures, and improvements.

d. Upon notification from the government,the local sponsor shall perform or assure performance of all necessary alterations and relocations of pipelines, cables, and other utilities. Nothing herein shall be deemed to affect the ability of the local sponsor to seek compensation from other non-Federal entities for costs it incurs under this paragraph.

e. The local sponsor shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved January 2, 1971, in acquiring lands, easements,and rights-of-way for construction and subsequent operation and maintenance of the project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be credited toward the additional 10 percent of total costs the local sponsor must repay pursuant to Article II.e. will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the sponsor as of the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the project. The fair market value shall be determined by an appraisal, to be obtained by the sponsor, which has been prepared by an independent and qualified appraiser who is acceptable to both the sponsor and the Government. The appraiser shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the sponsor after the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the project. The fair market value shall be determined as specified in subparagraph 1. above. If the sponsor pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the sponsor has secured prior written approval from the Government of its offer to purchase such interest.

3. If the sponsor acquires more lands, easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be credited to the sponsor's share.

4. Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions made within one year preceding the date this Agreement is signed or any time after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

5. For lands, easement, or rights-of-way acquired by the local sponsor within a five-year period preceding the date this Agreement was signed, or any time after this Agreement is signed, credits provided under this Article will also include the actual incidental costsof acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for any relocation assistance provided in accordance with the obligations under this Agreement.

b. The costs of relocations or modifications of facilities (other than utilities) that will be credited towards the additional 10 percent of total costs the sponsor must repay pursuant to Article II.e. will be that portion of the actual costs incurred by the sponsor as set forth below:

1. Facilities (other than utilities): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any relocation or alteration if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be credited to the sponsor's share.

c. No credit shall be given for any costs relating to relocations or alterations of utilities.

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the local sponsor and the Government during the term of construction, the local sponsor and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the project.

b. The representatives appointed above shall meet as necessary during the term of project construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to the project, but the Contracting Officer, having ultimate responsibility for construction of the project, has complete discretion to accept, reject, or modify the recommendations of the representatives.

ARTICLE VI - METHOD OF PAYMENT

a. The local sponsor shall provide, over the term of construction, the percentages of the total cost of construction of general navigation facilities assigned to commercial navigation specified in Article II.f. hereof. Such total cost is presently estimated to be $22,300,000. In order to meet its share, the local sponsor must provide an initial cash contribution presently estimated to be $5,600,000.

b. The local sponsor shall provide its required cash contribution in proportion to the rate of Federal expenditures over the term of the construction period in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the local sponsor by January 1 of each year of the estimated funds that will be required from the sponsor to meet its share of project costs for the corresponding Government fiscal year.

2. Sixty (60) days prior to the award of the first construction contract, the Government shall notify the local sponsor of its share of project costs, including cost attributable to the project incurred prior to the initiation of construction, for the first fiscal year of construction. Within 30 days thereafter, the local sponsor shall provide the requisite amount to the Government in cash by delivering a check payable to "FAO, USAED, NED" to the Contracting Officer.

3. For the second and subsequent fiscal years of project construction, the Government shall, 60 days prior to the beginning of the fiscal year, notify the local sponsor of its share of project costs for that fiscal year. No later than 30 days prior to the beginning of the fiscal year, the local sponsor shall make the necessary funds available to the Government through the funding mechanism specified above.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the local sponsor to meet its initial share of project costs, the Government shall so notify the sponsor and the sponsor, within 30 days from receipt of notice, shall make the necessary funds available through the funding mechanism specified above.

c. The Government will draw on the funds provided by the local sponsor such sums as it deems necessary to cover contractual and in-house fiscal obligations attributable to the project as they are incurred, as well as project costs incurred by the Government prior to the initiation of construction.

d. Upon completion of the general navigation features and resolution of all relevant contract claims and appeals, the Government shall compute the total cost of construction of general navigation facilities assigned to commercial navigation and tender to the local sponsor a final accounting of its share of project costs. In the event the total contribution by the local sponsor is less than its initial required share of project costs at the time of the final accounting, the local sponsor shall, within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its initial required share of project costs. In the event the local sponsor has made excess cash contributions which result in the local sponsor having provided more than its initial required share of project costs, the Government shall credit the excess to the additional amount the local sponsor must repay pursuant to Article II.g. of this Agreement.

e. The local sponsor shall repay the additional amount required pursuant to Article II.g. of this Agreement, reduced by any excess cash contribution made during the term of construction, in equal annual installments over a period of not more than 30 years from the date the final accounting is tendered by the Government. Such repayment shall include interest at a rate determined by the Secretary of the Treasury, which is equal to the average market yields on outstanding marketable obligations of the United States with remaining periods to maturity comparable to the repayment period, during the month preceding the fiscal year in which costs for the construction of the project are first incurred (or, in the case of recalculation, the fiscal year in which the recalculation is made), plus a premium of one-eight of one percentage point for transaction costs. The interest rate shall be recalculated by the Secretary of the Treasury at five-year intervals. Nothing herein shall preclude the local sponsor from repaying this additional amount in full upon receipt of the final accounting. Should this full repayment be made within 90 days from receipt of the final accounting, there shall be no charges for interest or transaction costs.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION AND MAINTENANCE

a. The local sponsor shall operate and maintain all portions of the project, except for general navigation features and aids to navigation, in accordance with regulations or directions prescribed by the Government.

b. The Government shall operate and maintain the general navigation features of the project.

c. The local sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the project for the purpose of inspection, and, if necessary, for the purpose of completing, operating, repairing, and maintaining the project. If an inspection shows that the local sponsor for any reason is failing to fulfill its obligations under this Agreement without

receiving prior written approval from the Government, the Government will send a written notice to the local sponsor. If the local sponsor persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the local sponsor owns or controls for access to the project for the purpose of completing, operating, repairing, or maintaining those portions of the project for which the sponsor is responsible under this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement

ARTICLE IX - RELEASE OF CLAIMS

The local sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS

The Government and the local sponsor shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the local sponsor shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of construction of the project and resolution of all claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the local sponsor agrees to comply with all applicable Federal and State laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled, "Nondiscrimination of the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army.

ARTICLE XII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - COVENANT AGAINST CONTINGENT FEES

The local sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the local sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XV - TERMINATION OR SUSPENSION

a. If at any time the local sponsor fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the project until the local sponsor is no longer in arrears, unless the Secretary determines that continuation of work on the project is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the local sponsor. After 60 days either party may elect without penalty to terminate this Agreement or to suspend performance thereunder, and the parties shall conclude their activities relating to the project and proceed to a final accounting in accordance with Article VI.

c. Notwithstanding any other provision of this Agreement, if the award of any contract for construction of the general navigation features of the project would result in the total obligations and expenditures for construction of the general navigation features exceeding $_____ the award of that contract and subsequent contracts shall be deferred until such time as both parties to this Agreement agree to resume construction of the project.

ARTICLE XVI - OBLIGATION OF FUTURE APPROPRIATIONS

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the Commonwealth of Massachusetts.

ARTICLE XVII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail as follows:

If to the local sponsor:

Executive Director
Massachusetts Port Authority
Ten Park Plaza
Boston, Massachusetts 02116-3971

If to the Government

Division Engineer
New England Division, Corps of Engineers
424 Trapelo Road
Waltham, Massachusetts 02254-9149

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

By: _____
ROBERT W. PAGE
Assistant Secretary of
the Army (Civil Works)

DATE: _____

MASSACHUSETTS PORT AUTHORITY

By: _____
David W. Davis
Executive Director

DATE: _____

APPROVED:

_____
Governor

Governor's Council

_____

_____

_____

_____

_____

CERTIFICATION

I certify that I am General Council for the Commonwealth of Massachusetts Port Authority and that I have reviewed the Agreement and that the Massachusetts Port Authority is a legally constituted public body with full authority and capability to perform the terms of the agreement between the Department of the Army and the Massachusetts Port Authority in connection with the Boston Harbor Navigation Improvement Project, and to pay damages, if necessary in the event of the failure to perform in accordance with Section 221 of Public Law 91-611 and that the persons who have executed the contract on behalf of the Massachusetts Port Authority have acted within their statutory authority.

IN WITNESS THEREOF, I have made and executed this certificate this _____ day of _____ 1987.

_____
General Counsel
Massachusetts Port Authority

CERTIFICATION OF AUTHORITY

I, _____, do hereby certify that I am Secretary of the Masachusetts Port Authority named herein; that David W. Davis, who signed this Agreement on behalf of the Massachusetts Port Authority, was then and there the duly appointed and qualified Executive Director; that said Agreement was duly signed for and on behalf of the Massachusetts Port Authority, by virtue of his authority as Executive and is within the scope of his statutory powers.

IN WITNESS WHEREOF I have hereunto affixed my hand and seal of the Commonwealth of Massachusetts this _____, day of _____ 1988.

_____
Secretary
Massachusetts Port Authority

BOSTON HARBOR, MASSACHUSETTS

MYSTIC RIVER, CHELSEA RIVER AND RESERVED CHANNEL

NAVIGATION IMPROVEMENT PROJECT

FINANCIAL PLAN

IWR-FUNDCALC V. 1.0 -BOSTON HARBOR FINANCIAL PLAN
(ASSUMES ALL OUTLAYS ETC. ARE ON FINAL DAY OF EACH QUARTER)
(ASSUMES THAT CURRENT TIME IS IN YEAR "PRIOR2")
(ALL COSTS/OUTLAYS EXPRESSED IN THOUSANDS, 000)

INPUTS

ASSUMED INFLATION RATE	1.050		ANNUAL EQUIVALENTS	
PROJECT DISCOUNT RATE	1.086			
BOND TERM AFTER CONSTRUCTION, YEARS	16		DISCNTD	SEPARABLE
INT RATE EARNED ON ESCROW/BOND FUND/DSR	0.060		REAL BEN	OM&R
AVG BOND INT RATE PAID DURING CONST	0.060	NAV20/RECNAV		0
AVG BOND INT RATE PAID AFTER CONST	0.080	NAV 20FT	0	0
BOND STRUCTURE	LEVEL P&I	REC NAV	0	0
		NAV 20-45	5181	91
		NAV 45+	0	0

I. REAL OUTLAYS AND PROJECT COSTS

IA. LER & DREDGED MATERIAL DISPOSAL (SPONSOR)

		PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	TOTAL
REAL OUTLAYS	01. LANDS & DAMAGES	0		0	0													0
REAL PRJ COSTS	01. LANDS & DAMAGES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEP & JT	NAV 20FT																	0
REAL PRJ	REC NAV																	0
COSTS	JT NV20/RC		0	0	0													0
	NAV 20-45		0	0	0													0
	NAV 45+																	0
	JOINT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

IB. UTILITY RELOCATIONS (SPONSOR)

		PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	TOTAL
REAL OUTLAYS	02.7 UTIL* RELOCATNS			334	334	544	211	1543	1544	0								4510
REAL PRJ COSTS	02.7 UTIL* RELOCATNS	0	0	334	334	544	211	1543	1544	0	0	0	0	0	0	0	0	4510
SEP & JT	NAV 20FT																	
REAL PRJ	REC NAV																	0
COSTS	JT NV20/RC					0	0	0	0	0								0
	NAV 20-45			334	334	544	211	1543	1544	0								4510
	NAV 45+																	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	334	334	544	211	1543	1544	0	0	0	0	0	0	0	0	4510

* INCUDES COST FOR DREDGING USERS' BERTHS

IC. PROJECT CONSTRUCTION (USACE)

		PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	TOTAL
REAL	09. CHN&CNL			3254	3254	6813	3559	2754	2754	0	0	0	0	0	0	0	0	22388
OUTLAYS/	10. BRKWTR					0	0	0	0	0	0	0	0	0	0			0
PROJ CST	30. E&D	200	200	6	6	6	6	6	6	0	0	0	0	0	0			436
	31. S&A			73	73	73	73	73	71	0	0	0	0	0	0	0	0	436
	TOTAL	200	200	3333	3333	6892	3638	2833	2831	0	0	0	0	0	0	0	0	23260
SEP & JT	NAV 20FT													0	0			0
REAL PRJ	REC NAV													0	0			0
COSTS	JT NV20/RC								0	0	0	0	0					0
	NAV 20-45	200	200	3333	3333	6892	3638	2833	2831	0						0	0	23260
	NAV 45+																	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	200	200	3333	3333	6892	3638	2833	2831	0	0	0	0	0	0	0	0	23260

II. ECONOMIC PROJECT COSTS (INCLUDES COMPOUND INTEREST DURING CONSTRUCTION)

COMPOUND	INT FACTOR	1.45	1.34	1.31	1.28	1.26	1.23	1.20	1.18	1.16	1.13	1.11	1.09	1.06	1.04	1.02	1.00	TOTAL
ECON	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROJ CST	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LER&DISP	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ECON	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROJ CST	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UTIL REL	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	437	428	683	259	1859	1822	0	0	0	0	0	0	0	0	5488
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	437	428	683	259	1859	1822	0	0	0	0	0	0	0	0	5488
ECON	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROJ CST	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSTRCT	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	290	267	4361	4272	8653	4474	3413	3340	0	0	0	0	0	0	0	0	29070
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	290	267	4361	4272	8653	4474	3413	3340	0	0	0	0	0	0	0	0	29070

III. SCRB COST ALLOCATION OF ECONOMIC PROJECT COSTS

		SEPAR LER&D	SEPAR UTIL	SEPAR CONST	ANNUAL EQUIV	ANNUAL OM&R	ANNUAL BENFTS	REMAIN BENFTS	INIT. JOINT	FINAL JOINT
1ST RUN	NAV20/RECNV	0	0	0	0	0	0	0	0.000	
	NAV 20-45	0	5488	29070	3029	91	5181	2061	1.000	1.000
	NAV 45+	0	0	0	0	0	0	0	0.000	0.000
	TOTAL	0	5488	29070	3029	91	5181	2061	1.000	
2ND RUN	NAV 20FT	0	0	0	0	0	0	0	0.000	0.000
	REC NAV	0	0	0	0	0	0	0	0.000	0.000
	TOTAL	0	0	0	0	0	0	0	0.000	

IV. OUTLAYS AND PROJECT COSTS IN CURRENT (INFLATED) DOLLARS

		PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	TOTAL
INFLATION FACTOR		1.00	1.05	1.10	1.10	1.10	1.10	1.16	1.16	1.16	1.16	1.22	1.22	1.22	1.22	1.28	1.28	
IVA. LER & DREDGED MATERIAL DISPOSAL (SPONSOR)																		
NOMINAL	01. LANDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OUTLAYS	& DAMAGES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	01. LANDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRJ CST	& DAMAGES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEP & JT	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRJ CST	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IVB. UTILITY RELOCATIONS (SPONSOR)																		
NOMINAL	02.7 UTIL	0	0	368	368	600	233	1786	1787	0	0	0	0	0	0	0	0	5142
OUTLAYS	RELOCATNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	02.7 UTIL	0	0	368	368	600	233	1786	1787	0	0	0	0	0	0	0	0	5142
PRJ CST	RELOCATNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEP & JT	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRJ CST	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	368	368	600	233	1786	1787	0	0	0	0	0	0	0	0	5142
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	368	368	600	233	1786	1787	0	0	0	0	0	0	0	0	5142
IVC. PROJECT CONSTRUCTION (USACE)																		
NOMINAL	09. CHN&CNL	0	0	3588	3588	7511	3924	3188	3188	0	0	0	0	0	0	0	0	24986
OUTLAYS/	10. BRKWTR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROJ CST	30. E&D	200	210	7	7	7	7	7	7	0	0	0	0	0	0	0	0	450
	31. S&A	0	0	80	80	80	80	85	82	0	0	0	0	0	0	0	0	489
	TOTAL	200	210	3675	3675	7598	4011	3280	3277	0	0	0	0	0	0	0	0	25925
SEP & JT	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRJ CST	JT NV20/RC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	200	210	3675	3675	7598	4011	3280	3277	0	0	0	0	0	0	0	0	25925
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	JOINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	200	210	3675	3675	7598	4011	3280	3277	0	0	0	0	0	0	0	0	25925

V. ALLOCATION OF CURRENT (INFLATED DOLLAR) PROJECT COSTS

		PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	TOTAL
NOMINAL	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LER&D	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UTIL REL	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	0	0	368	368	600	233	1786	1787	0	0	0	0	0	0	0	0	5142
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NOMINAL	NAV 20FT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSTRCT	REC NAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NAV 20-45	200	210	3675	3675	7598	4011	3280	3277	0	0	0	0	0	0	0	0	25925
	NAV 45+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

VI. CONSTRUCTION CASH AMOUNTS AND REPAYMENT PRINCIPAL

	ALLOC LER&D	ALLOC UTIL	ALLOC CONST	SPONSR CONST PMTS	SPONSR CONST SHARE	REPMTS TO USACE
NAV 20FT	0	0	0	0	0.000	0
REC NAV	0	0	0	0	0.000	
NAV 20-45	0	5142	25925	6481	0.250	2593
NAV 45+	0	0	0	0	0.000	0
TOTAL	0	5142	25925	6481		2593

VII. EXPENDITURE OF SPONSOR'S CONSTRUCTION CASH

	PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	REPAY
NAV20FT			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RECNAV			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NAV20-45			939	939	1941	1024	820	819	0	0	0	0	0	0	0	0	2593
NAV 45+			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL			939	939	1941	1024	820	819	0	0	0	0	0	0	0	0	2593

VIII. DETAILED PROJECT SCHEDULE (PB2A)

	COST EST	PRIOR2	PRIOR1	FY1 TOTAL	Q1	Q2	Q3	Q4	FY2 TOTAL	Q1	Q2	Q3	Q4	FUTURE FY'S FY3	FY4	BALANCE
09. CHANNEL & CANAL	24986	0	0	18610	3588	3588	7511	3924	6376	3188	3188	0	0	0	0	0
10. BRKWTR (JETTY)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. E&D	450	200	210	26	7	7	7	7	14	7	7	0	0	0	0	-0
31. S&A	489	0	0	322	80	80	80	80	167	85	82	0	0	0	0	0
TOTAL	25925	200	210	18959	3675	3675	7598	4011	6557	3280	3277	0	0	0	0	0
FEDERAL FUNDS	19444	200	210	14116					4918					0	0	0
NON-FEDERAL FUNDS	6481			4842					1639					0	0	0
FEDERAL ALLOC.		200	210	14116												
CARRY				0												
AVAIL.				14116												
APPROP REQ.									4918					0	0	0
TOTAL	19444															
NON-FED CASH				4842					1639					0	0	0
LANDS&DAMG		0	0	0					0					0	0	0
RELOCTNS		0	0	1569					3574					0	0	0
TOTAL	11624	0	0	6411					5213					0	0	0
TOTAL FINANCING	31068		210	20527					10130					0	0	.0

X. SPONSOR'S CASH FLOWS

	PRIOR2	PRIOR1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	REPAY
CASH/ESCROW DRAW		-939	-939	-1941	-1024	-820	-819	0	0	0	0	0	0	0	0	-2593
ASSOCIATED COSTS											-50	-50	-50	-50	-50	-50
LER & DISP AREAS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UTIL RELOC	0	0	-334	-334	-544	-211	-1543	-1544	0	0	0	0	0	0	0	0
BOND INT DURING CONST			0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIN ADV./BOND COUNSL		0														
BOND INSURANCE		0														
BOND ISSUANCE		0														
BOND UNDERWRITING		0														
TOTAL USES OF FUNDS	0	-939	-1273	-2275	-1568	-1031	-2362	-1544	0	0	-50	-50	-50	-50	-50	-2643
BOND PROCEEDS		0														
ANNUAL APPROPRIATION	0	2268	5136			0	5136			2268				2268		
INTEREST ON BALANCE			20	76	44	22	7	48	26	26	60	60	60	60	94	94
TOTAL FUND SOURCES	0	2268	5156	76	44	22	5143	48	26	2294	60	60	60	2328	94	94
BALANCE	0	1329	5212	3014	1490	481	3262	1766	1792	4086	4096	4106	4116	6395	6438	3890
FINAL BALANCE		3890														
ANNUAL DEBT SERVICE		0														

IX. SUMMARY OF FEDERAL AND NON-FEDERAL EXPENDITURES

			PRIOR2	PRIOR1	CY	BY	BY+1	BY+2	BAL	SUBTOT	REPAY	TOTAL
NAV20FT	FEDERAL		0	0	0	0	0	0	0	0	0	0
	NON-FED	LER&D	0	0	0	0	0	0	0	0		0
		UTIL	0	0	0	0	0	0	0	0		0
		CASH	0	0	0	0	0	0	0	0	0	0
		TOTAL	0	0	0	0	0	0	0	0	0	0
	CONST CASH		0	0	0	0	0	0	0	0		0
	TOTAL		0	0	0	0	0	0	0	0		0
RECNAV	FEDERAL		0	0	0	0	0	0	0	0	0	0
	NON-FED	LER&D	0	0	0	0	0	0	0	0		0
		UTIL	0	0	0	0	0	0	0	0		0
		CASH	0	0	0	0	0	0	0	0	0	0
		TOTAL	0	0	0	0	0	0	0	0	0	0
	CONST CASH		0	0	0	0	0	0	0	0		0
	TOTAL		0	0	0	0	0	0	0	0		0
NAV20-45	FEDERAL		200	210	14116	4918	0	0	0	19444	-2593	16851
	NON-FED	LER&D	0	0	0	0	0	0	0	0		0
		UTIL	0	0	1569	3574	0	0	0	5142		5142
		CASH	0	0	4842	1639	0	0	0	6481	2593	9074
		TOTAL	0	0	6411	5213	0	0	0	11624	2593	14216
	CONST CASH		200	210	18959	6557	0	0	0	25925		25925
	TOTAL		200	210	20527	10130	0	0	0	31068		31068
NAV45+	FEDERAL		0	0	0	0	0	0	0	0	0	0
	NON-FED	LER&D	0	0	0	0	0	0	0	0		0
		UTIL	0	0	0	0	0	0	0	0		0
		CASH	0	0	0	0	0	0	0	0	0	0
		TOTAL	0	0	0	0	0	0	0	0	0	0
	CONST CASH		0	0	0	0	0	0	0	0	0	0
	TOTAL		0	0	0	0	0	0	0	0		0
TOTAL	FEDERAL		200	210	14116	4918	0	0	0	19444	-2593	16851
	NON-FED	LER&D	0	0	0	0	0	0	0	0		0
		UTIL	0	0	1569	3574	0	0	0	5142		5142
		CASH	0	0	4842	1639	0	0	0	6481	2593	9074
		TOTAL	0	0	6411	5213	0	0	0	11624	2593	14216
	CONST CASH		200	210	18959	6557	0	0	0	25925		25925
	TOTAL		200	210	20527	10130	0	0	0	31068		31068

MASSPORT, TEN PARK PLAZA, BOSTON, MA 02116-3971, (617) 973-5500 TELEX 94-0365

massport

March 25, 1988

Colonel Thomas A. Rhen
Division Engineer
USAED, New England
424 Trapelo Road
Waltham, MA 02254-9149

Dear Colonel Rhen:

The Massachusetts Port Authority staff has reviewed and concurs with the findings set forth in the draft copy of the Boston Harbor Navigation Improvement Study Feasibility Report and Environmental Assessment. It is our belief that the proposed channel modifications are needed and that they will confer important benefits not only to direct port users, but to the public-at-large as well. We were pleased, but not surprised, to see the very favorable benefit-to-cost ratio of 2 to 1.

The Massachusetts Port Authority does intend, within the limits of its Enabling Act and state law, to act as the local sponsor for the project once it is authorized by the U.S. Congress.

Massport has also reviewed the draft Local Cooperation Agreement and finds it acceptable in principle. There are portions of the draft agreement that we wish to study further and later discuss with you and your staff.

The Authority has noted the estimated construction cost of $22.7 million for the proposed improvements. We recognize that the non-federal share would amount to 35% of this cost; specifically $5.67 million payable before construction begins and $2.27 million which could be financed over 30 years. MPA understands that local interests would also be responsible for utility relocation.

I would like to thank you and the Corps of Engineers for perservering to complete this important effort.

Sincerely,

MASSACHUSETTS PORT AUTHORITY

David W. Davis
Executive Director

6854M

OPERATING: BOSTON LOGAN INTERNATIONAL AIRPORT • PORT OF BOSTON GENERAL CARGO AND PASSENGER TERMINALS • TOBIN MEMORIAL BRIDGE
HANSCOM FIELD • BOSTON FISH PIER • COMMONWEALTH PIER