

PUBLIC WORKS DEPARTMENT

Minutes

Public Facilities Commission
Public Works Department
26 Court Street, 1st Floor, Winter Chambers
Boston, MA 02108

August 17, 2017

ATTENDING:

Katherine P. Craven, Chair
Lawrence D. Mammoli, Commissioner
Dion S. Irish, Commissioner
Angela D. Atchue, Senior Legal Officer
Colleen M. Daley, PFC Secretary
Adam Cederbaum, Assistant Corporation Counsel, Law Department
Patrick Cento, Assistant Corporation Counsel, Law Department
Katharine L. Klein, Esq. Associate, KP Law
Para M. Jayasinghe, City Engineer, Public Works Department
Brian P. Vaillancourt, AICP Manager, Planning and Permitting Department, AECOM
Melissa Ryan, Planner, Transportation, AECOM
Edward T. Baumann, PE, Sr. Associate, Sr. Project Manager, Alfred Benesch & Company

Chair Craven called the meeting to order.

The minutes from the Public Facilities Department meeting of July 20, 2017 were presented to and approved by the Commissioners.

**VOTE 1: Para M. Jayasinghe, P.C., City Engineer, Public Works Department
Brian P. Vaillancourt, AICP Manager, Planning and Permitting Department, AECOM**

Order of Taking: For temporary construction easements located at the following addresses 226-234 Causeway Street (TE-2), 160 North Washington Street (TE-3 and TE-4), 44 Charles River Avenue (TE-8) and 1 Chelsea Street (TE-10, TE-11 and TE-13) concerning the Public Works Department North Washington Street Bridge Replacement project.

Compensation: \$326,600

At a regularly convened meeting of the Public Facilities Commission of the City of Boston, held on August 17, 2017, it was VOTED and ORDERED:

The Public Facilities Commission of the City of Boston, County of Suffolk, Commonwealth of Massachusetts, duly appointed, qualified, and acting as such, on behalf of the City of Boston by virtue of and in accordance with the authority of the provisions of Chapter 642 of the Acts of 1966, and Chapter 79 of the Massachusetts General Laws, and any and every other power and authority which is hereunto in any way enabling, hereby takes, on behalf of the City of Boston, and for the public purposes of installing, constructing, reconstructing, repairing and replacing the North Washington Street Bridge (No. B-16-016) Over Boston Inner Harbor, shown on certain plans

entitled "Easement Plan of Land North Washington Street Bridge City of Boston Suffolk County," dated August 3, 2017, prepared by Nitsch Engineering, recorded with the Suffolk Registry of Deeds in Plan Book _____, Page _____ (the "Plans"), the following interests in land:

Temporary Construction Easements: Temporary construction easements for the purpose of replacement of the North Washington Street Bridge Over Boston Inner Harbor, and for all uses incidental thereto, including, without limitation, temporary construction easements to facilitate the construction and reconstruction of a bridge, roads, sidewalks, utilities, paths, driveways, entryways, lights and signals necessary or convenient to the Project (the "Permitted Uses"), in, over, under, across, upon and along the parcels of land identified on the Plans as TE-2, TE-3, TE-4, TE-8, TE-10, TE-11 and TE-13, more particularly described below (the "Easement Premises"), including the right to access, pass and re-pass over, under, across, upon and along the Easement Premises, by foot and motor vehicle, including heavy equipment, for the Permitted Uses. The temporary construction easements are more particularly described, as follows:

Sidewalk Construction Easement: temporary, non-exclusive easement for access to pass and repass for the purpose of the installation, construction, reconstruction, repair and replacement of public sidewalks. [TE-4; TE-10; TE-11; TE-13]

Bridge Wingwall Modification Easement: temporary, non-exclusive easement for access to pass and repass for the purpose of the installation, construction, reconstruction, repair and replacement of bridge wingwalls, and related structures and improvements; work will involve the use of subsurface, surface and air rights of the Easement Premises. [TE-2; TE-3]

Bridge Access and Construction Easement: temporary, non-exclusive easement for access to pass and repass for the purpose of the installation, construction, reconstruction, repair and replacement of a bridge, and related structures and improvements; work will involve the use of subsurface, surface and air rights of the Easement Premises. [TE-4]

Bridge Access and Construction Easement: temporary easement for access to pass and repass for the purpose of the installation, construction, reconstruction, repair and replacement of a bridge, and related structures and improvements; work will involve the use of subsurface, surface and air rights of the Easement Premises. [TE-8]

In exercising these rights, the City of Boston will make all reasonable efforts to minimize interference with the Owners' access to and egress from and use of their properties.

The temporary construction easements shall commence on the date of recording of this instrument with the Suffolk Registry of Deeds and filing of this instrument with the Suffolk Registry District of the Land Court, and shall terminate automatically five (5) years therefrom without the necessity of recording any instrument with the Registry of Deeds or the Registry District of the Land Court. The Easement Premises are acquired in connection with a project commonly known as "North Washington Street Over Boston Inner Harbor Bridge Replacement Project" (the "Project"). Acquisition of the property interests for the Project is governed by Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and specifically 42 U.S.C. §§4601 et seq. and 49 CFR §§24.1 et seq.

Any and all trees and structures located upon the Easement Premises are included in this taking. Notwithstanding the foregoing, there is excepted from this Order of Taking all easements to public utility companies for wires, pipes, conduits, poles, and appurtenances for the conveyance of water, sewage, gas and electricity and for telephone communications and television transmission now lawfully in or upon the Easement Premises and the lawful rights of the public to use those parts of the public streets and ways, which may be included in the foregoing description.

Said parcels of land are owned, supposed to be owned, and/or formerly owned by the persons listed in Schedule A attached hereto and incorporated herein, hereinafter collectively referred to as the Owners. If in any instance the name of the Owner is not correctly stated, the name of the supposed Owner(s) is provided in this Order of Taking, and further it is understood that in such instance where the land referred to is owned by an Owner or Owners unknown to the City, said parcels of land are hereby taken.

Damages are awarded to the Owners in accordance with the provisions of G.L. c.79, §6, said damages set forth in Schedule B, which Schedule B shall not be recorded with the Registry of Deeds.

No betterments are to be assessed under this Order of Taking.

WHEREAS, the Public Facilities Commission, by virtue of the requirements contained in Section 3(f)(ii) of Chapter 642 of the Acts of 1966 has the authority to delegate any of its powers or functions to any other department or officer of the City of Boston and such officer or department is authorized and directed to accept such delegation and exercise the power and perform the function so delegated; and

WHEREAS, the Public Facilities Commission, by virtue of the requirements contained in Section (3)(f)(v) of Chapter 642 of the Acts of 1966 has the power and authority to make and execute all contracts, documents and instruments, and to record orders and instruments necessary or convenient for the exercise and fulfillment of the Commission's powers, duties and responsibilities pursuant to this Act.

NOW, THEREFORE, BE IT VOTED: That the Commissioner of the Public Works Department for the City of Boston be, and hereby is, authorized to execute and deliver all contracts, documents or other instruments, which are approved as to form by the Corporation Counsel for the City of Boston or the First Assistant Corporation Counsel for the City of Boston, in the name and on behalf of the

Commission, when such are deemed necessary or appropriate to effectuate the purposes of the aforementioned Order of Taking, and to record and file any and all of the required documents concerning the same with the Suffolk Registry of Deeds and the Suffolk Registry District of the Land Court.

WITNESS our hands and seals this 17th day of August, 2017.

PUBLIC FACILITIES COMMISSION

_____, Chair
Katherine P. Craven

_____, Member
Lawrence D. Mammoli

_____, Member
Dion S. Irish

APPROVED AS TO FORM:

Henry C. Luthin
First Assistant Corporation Counsel
City of Boston

Colleen Daley
Secretary for the Public Facilities Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 17th day of August, 2017, then personally appeared before me the above-named members of the City of Boston Public Facilities Commission, and acknowledged the foregoing to be their free act and deed on behalf of the City of Boston Public Facilities Commission.

Notary Public
My Commission Expires:

SCHEDULE A – Property Owners and Interests Taken

TE-2

Property Owner: Trustees of The Causeway Primary Condominium Trust,
u/d/t dated August 21, 2003, and recorded in Book 32618, Page 97

Trustees: John Kiernan, Duncan Walker and Perry Chudnoff
and
Trustees of Strada 234 Condominium Trust,
u/d/t dated November 25, 2003, and recorded in Book 33357, Page 193

Trustees: Michael Najinigier, Paul B. Yu and Jeffrey K. McMahon

Property Address: 226 and 234 Causeway Street, Boston, Massachusetts

Mailing Address: c/o Colliers International N.E. LLC, 160 Federal Street, Floor 11, Boston,
MA 02110, Attention: Robert Cummins, Commercial Manager

Interest Acquired: TE-2 (251 S.F.±) (Temporary Easement – Bridge Wingwall Modification)

Deed Reference: See references for Condominium Trusts cited above

TE-3 and TE-4

Property Owner: 1 Lovejoy Wharf Boston Realty, LLC

Property Address: 160 North Washington Street, Boston, Massachusetts

Mailing Address: c/o Related Beal Management, LLC, 177 Milk Street, 2nd Floor, Boston,
MA 02109, Attention: Erin Orpik, General Manager

Interest Acquired: TE-3 (251 S.F.±) (Temporary Easement – Bridge Wingwall Modification)
TE-4 (2,698 S.F.±) (Temporary Easement – Sidewalk Construction;
Access for Bridge Construction)

Deed Reference: Suffolk Registry of Deeds, Book 55920, Page 161

TE-8

Property Owner: Tudor Wharf Hotel Realty LLC

Ground Lessee: Tudor Wharf Hotel Tenant LLC

Property Address: 44 Charles River Avenue, Boston, Massachusetts

Mailing Address: One Post Office Square, Suite No. 1950, Boston, MA 02109

Interest Acquired: TE-8 (5,052 S.F.±) (Temporary Easement – Access for Bridge
Construction)

Deed Reference: Suffolk Registry District of the Land Court, Certificate of Title Number
124103; Land shown on Plan 23347-A, filed with Certificate of Title
Number 60079
Notice of Ground Lease to Tudor Wharf Hotel Tenant LLC, Suffolk
Registry District of the Land Court, Document Number 814553

TE-10, TE-11 and TE-13

Property Owner: Massachusetts Department of Transportation
f/k/a Massachusetts Turnpike Authority
(TE-10, TE-11 and TE-13 are not taken against the Commonwealth, but
are based on an off-record, voluntary Right of Entry)

Property Address: 1 Chelsea Street, Boston, Massachusetts

Ground Lessee: Stahl/Gateway I Development, LLC

Mailing Address: c/o Cornerstone Corporation, One University Avenue, Suite 110,
Westwood, (Tenant) MA 02090, Attention: Timothy Doherty

Interest Acquired: TE-10 (782 S.F.±) (Temporary Easement – Sidewalk Construction);
TE-11 (95 S.F.±) (Temporary Easement – Sidewalk Construction) and
TE-13 (5 S.F.±) (Temporary Easement – Sidewalk Construction)

Deed Reference: Suffolk Registry of Deeds: Book 26621, Page 296 (Notice of Ground
Lease); Book 37365, Page 294 (Amendment) and Book 42738, Page 207
(Assignment)

NOTE: Chair Craven requested Attorney Angela Atchue to explain the legal and statutory reasoning for the Public Works Department’s (PWD) request to the Public Facilities Commission (PFC) for the order of taking of these temporary easements. Attorney Atchue provided the same for the temporary construction easements.

NOTE: Angela Atchue replied, “The Public Facilities Commission has a unique authority within the City of Boston, which comes under Chapter 642 of the Acts of 1966. Further detailed in this vote is the specific provision within Section 3 of the Enabling Act that solely allows the Public Facilities Commission, on behalf of the City of Boston, to grant authority to acquire an interest in property, which the temporary construction easements are, on behalf of the City for a municipal purpose. The Public Works project is undertaken in partnership with the Massachusetts Department of Transportation (MassDOT). The vote request is further detailed in the order of taking and identifies the specific statutory provisions for legal authority.”

NOTE: Para Jayasinghe addressed the Commission and answered their questions.

NOTE: Chair Craven asked, “At what stage is the construction bidding process for this project.”

NOTE: Para Jayasinghe replied, “The State is approximately two (2) weeks out from publically advertising the project. Having a project of this size, estimated total construction cost at \$162 million dollars and working with the Federal Government, the construction documents are being finalized for public bidding.”

NOTE: Chair Craven asked, “How much does the State Highway Department have to do with this project?”

NOTE: Para Jayasinghe replied, “A typical project of this nature has a cost sharing of 80% Federal and 20% State. The City is participating in costs and contributing funds as well.”

NOTE: Chair Craven asked, “Is the management of this project by the City, and not by State?”

NOTE: Para Jayasinghe replied, “The project is advertised by the State on behalf of the City. The City will have a close partnership with the State because at the end of the day the bridge will belong to the City. Therefore, we will work very closely with the State over the next four (4) years ± to build this bridge.”

NOTE: North Washington Street Bridge Video was viewed by the Commissioners to give further context to the vote request.

NOTE: Para Jayasinghe stated, “The NWS Bridge will be one of the multimodal bridges that built in the Commonwealth. It has dedicated bicycle lanes and expanded space for pedestrians. As you may know, the Freedom Trail goes over this bridge and the experience is not the best because of the metal gratings. We want this bridge to emulate a City Street that happens to be above water. We want to increase the pedestrian experience. There will be bus rapid transit lanes on the bridge to improve the transit times for all the buses that come into the City. It’s been touted as one of the most progressive designs. Therefore, the City needs your assistance to secure these temporary easements.”

NOTE: Chair Craven asked, “What further actions will the Public Facilities Commission be asked to take?”

NOTE: Para Jayasinghe replied, “This is it. The NWS Bridge was designed so that we do not need permanent easements. The team has been through great design challenges to ensure the right of way impacts are minimal.”

NOTE: Commissioner Mammoli asked, “How are the temporary easements costs determined? He then asked, “Were outside appraisals done?”

NOTE: Para Jayasinghe replied, “I will let Brian Vaillancourt explain that to you. Since this project is 80% funded by the Federal government there are more rules and regulations, which we need to abide by. There’s so much scrutiny about how this project is been done. Brian Vaillancourt will explain the appraisal process.”

NOTE: Brian Vaillancourt provided further details concerning the due diligence and the process that was done for each temporary easement.

NOTE: Brian Vaillancourt stated, “The right of way acquisition support was carried out in compliance with the Federal Highway Administration (FHWA) and Massachusetts General Law Chapter 79 provisions, which required an independent Massachusetts licensed appraiser to perform the appraisals. The appraisals were then reviewed by a second independent Massachusetts licensed appraiser. At the conclusion of the review of the appraisals the information was provided to the City of Boston’s Assessing Department to examine the monetary award to the property owners for the easement period. The Assessing Department provided a letter of acceptance for each property.”

NOTE: Commissioner Mammoli asked, “At this point, have all of the abutters agreed to the compensation offers?” He then asked, “Have any of the abutters disagreed with the offers and are they looking for additional money? I know working on the/doing the Boston Convention Center project order of takings, you issue a pro-tanto payment but sometimes the owners go to court and

sue for more money. Out of the four (4) property owners presented, have they all agreed to the temporary easement payments?"

NOTE: Brian Vaillancourt replied, "There are two abutters that have verbally made it known that they would like to receive more compensation."

NOTE: Angela Atchue stated, "Brian, please explain to the Commissioners the details of each of the temporary easements because it gives the background and the context of compliance not only of the PFC Enabling Act, Chapter 642 of the Acts of 1966, but also M.G.L. c.79. It will, also, be helpful to have the highlights from the video and have the individual screen shots of each temporary easement. For the record, the real necessity of why we are here in front of the PFC is because the Commission has the authority to either grant or deny an order of taking. The PFC needs to understand the substance behind each one of the temporary easements and the due diligence efforts that have been identified in the project background memorandum."

NOTE: Chair Craven stated, "I intended fully to allow the explanation after the video."

NOTE: A short video of the North Washington Street project was presented to the Commissioners as Para Jayasinghe provided a background/ brief history concerning the existing bridge and pointed out the new features of the proposed bridge.

NOTE: Brian Vaillancourt stated, "The first part of the process is the due diligence that we took undertook to comply with both the Federal Highway Administration (FHWA) the Uniform Act Requirements and M.G.L. chapter 79. We followed not only the law but the acquisition process, policy and rules. And part of that there are very specific items that must be undertaken as part of that. 1) treat individuals fairly, 2) encourage acquisition by agreement, minimize litigation, and have at least three (3) meaningful contacts with each of the individual property owners. I'm proud to report that we have accomplished this with each of the property owners. We've met with the owners at least three (3) times in person and several others quite more than that. As Para noted, there are a total of seven (7) temporary easements on four (4) individual properties. It's important to note, these properties are owned by institutional and commercial investors. They are very sophisticated, business savvy and are seeking to maximize their return on investment. We've prepared detailed project and information easement packages that were sent to each of the property owners in March and April 2017. All correspondence is/was sent via certified mail, return receipt requested. We had appraisals and review appraisals conducted by Massachusetts licensed appraisers that occurred June and July 201. We had individual owner site visits, in person, phone and email contact with each property owner which occurred from May through August 2017. The offer of just compensation was prepared and submitted to the Assessing Department for their review and concurrence. That occurred in July and then the offers were sent to the each of the four (4) property owners and the thirty (30) day negotiation period commenced which ended on August 14, 2017. There were no outright objections from the property owner's just routine questions and as I mentioned before there are two (2) property owners requesting additional compensation. The questions focus around access, construction staging, duration, noise, traffic much of a routine nature. We've addressed the property owner's substantial issues. As Para mentioned there are no permanent easements just seven (7) temporary easements. These easements are for sidewalk construction, bridge wing wall modifications and bridge access construction. The construction is currently planned to last four (4) years however the duration of the easements are for five (5) years recognizing there is a contingency in case there any issues

are encountered during construction The City of Boston and MassDot has a proactive construction policy which is in regards to property owners to maintain public, private vehicle access to the maximum degree practicable. Maintain pedestrian bicycle access and to work closely with the property owners when working in the easement areas. The resident engineer and contractor will meet with the property owners ahead of time/prior to construction and work with them to schedule when the individual construction work, for instance in front of the door, will occur to minimize the impacts on the property.”

“**TE 2 and TE 3:** Property on the left is 226 Causeway Street and is owned by Causeway Primary Condominium Trust. This easement which is divided in the middle is approximately 10 feet deep and 25 feet wide. This structure, as shown in the PowerPoint slide, is part of the actual bridge itself. There is a bridge wingwall that faces into this private way. The contractor needs access to repair the joints and the cut stone blocks to re-mortar it and then replace the bridge railing on top. It’s currently planned that this construction will take approximately one month of cumulative construction time over the course of a four (4) month construction duration. We’ve worked closely with the property owners to make sure the proposed work doesn’t interfere with their driveway access into the buildings. We met with the property owner on August 16, 2017 and they expressed that the amount of proposed compensation of \$10,200 is low and believe the amount should be higher because they will be giving up two (2) parking spaces for the duration of the construction that is planned at this location.”

“**TE-4:** This easement is for sidewalk and bridge access construction. The large rectangle on the right, as shown in the PowerPoint slide, is for bridge access construction. This small sliver is for sidewalk reconstruction up to the face of the building and to the multiple entry ways. In total TE-4 is 2,698 square feet and the amount of compensation for this is \$60,000. It’s anticipated that the reconstruction of this area for bridge access purposes will involve the demolition and reconstruction of the stairway that extends down to the lower pavilion area. That will take approximately two (2) months of construction time. During the first part of construction this will be demolished and a temporary bridge platform will be put in. When the western half of the bridge is reconstructed this area will be closed off to construct the new and final staircase.”

“**TE-8:** This is the largest property on the project involving 5,052 square feet located at 44 Charles River Avenue owned by Tudor Wharf Realty LLC. They own into the river, the PowerPoint slide shown is during low tide but during high tide the water actually comes up to the retaining wall located along the edge of Charles River Avenue. This parcel is required for bridge access during construction. It was envisioned in the early phases of construction a contractor will need to relocate the utilities that are on the west side of the bridge onto the eastside of the bridge. This parcel plays a critical role in providing access for this work to occur; staging during demolition and reconstruction of the eastern half of the bridge. Finally near the end of construction the relocation of the utilities will be moved back to the western side. The amount of compensation offered is \$210,400 which is very high but this temporary easement is envisioned to be occupied for a significant portion of the time during the four (4) year period. The Commonwealth, also, owns another parcel here, which they will be able to use, but this is a critical privately owned parcel.”

NOTE: Commissioner Mammoli asked, “How does the contractor access that parcel is it from the land side or water side?”

NOTE: Para Jayasinghe replied, “The contract will access the property from the land side.”

NOTE: Brian Vaillancourt continued with his overview of the temporary easements.

“TE-10, TE-11 and TE-13: Is owned in fee by MassDOT and its leased to Stahl Gateway I Development, LLC under a 99 year lease. The team coordinated with MassDOT Real Estate and the developer and had numerous site meetings. The extent of the work for TE-10 is sidewalk reconstruction. The property line extends out to what people perceive to be the sidewalk, but actually the red line, as shown in the PowerPoint slide, is where the property line is. The new sidewalk will be carried right to the front of the building. There is a state highway layout line that runs through here. TE-13: Approximately a foot wide and encompasses approximately five (5) square feet. TE-11: 95 square feet in total. The three (3) easements encompass 882 square feet for a total compensation of \$35,000.”

NOTE: Chair Craven stated, “Thank you for your very thorough presentation. I have no questions.”

NOTE: Chair Craven asked, “Are there any questions from the Commissioners?”

NOTE: Commissioner Irish stated, “You mentioned there is a thirty day negotiated period that has ended but there are at least two (2) property owners who would like to have an increase in their offers. How is that handled, is there still an opportunity to negotiate or does it mean that there is potential litigation?””

NOTE: Brian Vaillancourt replied, “We have the opportunity to modify the offer through an administrative settlement process. That would be coordinated through the City’s legal staff and Katharine Klein our real estate attorney. It’s not unusual for this to occur. The concern the property owners of TE-2, Causeway Primary Condominium Trust, have is they believe the amount of compensation of \$10,200 doesn’t reflect the loss of parking that will occur. The owner uses that area for snow storage during the winter. It’s currently planned that the construction activity will only take a month. Their concern is it may last longer and are looking for additional compensation. The second property owner is Tudor Wharf at 44 Charles River Avenue, which is the Marriott Hotel. The compensation amount offered is \$210,400 for construction that is envisioned to last for a good portion of the four (4) year construction cycle. Their concerned about noise, light and construction activity nearby affecting their property and the rental of their rooms. Those impacts were recognized in the appraisal and appraisal review process. There was an extensive series of phone calls and conference calls both with the City, design engineer to break down the construction into very specific phases to review it in detail to have a very good understanding of the intensity and duration of the construction that will be occurring at that temporary easement. We/the team believes the amount offered is a very viable and realistic amount of compensation.”

NOTE: Commissioner Irish asked, “If there is a modification in the offers will this require you to come back before the PFC?”

NOTE: Angela Atchue replied, “Yes. If there was a modification in the dollar amount PWD would be come back to the PFC to seek authority. The City’s office of Budget Management has provided funding specifically for the dollar amounts that are before you. The legal review that’s

been performed internally by myself, Patrick Cento, Law Department, Katharine Klein, KP Law who is a subconsultant to AECOM. The process to both the federal and state requirements have been met with an independent certified appraisal, a review appraisal and both of those documents being provided to the City of Boston's Assessor's office for an independent review. So before the Commission we have the City Assessor who submitted a letter of acceptance of each of these dollar amounts. It's not uncommon to have property owners express a difference of opinion but no property owner to my knowledge has come forward with an independent appraisal or anything that would refute the just compensation that's been documented by two (2) certified appraisers and by the City's Assessor's office. As a legal matter that I represent before the PFC today is that these specific dollar amounts for TE-2 at \$10,200 does represent just compensation, should the owner decide otherwise that owner is by all means just like any of the other owners able to pursue any legal recourse that they seek but the City's Law Department specifically our Corporation Counsel has approved as to form today the order of taking as written as presented before you and should there be any legal discussion that begins or complaints that are filed the City's Law Department is prepared to address that. These matters I represent as Legal Counsel to the Commission are complete and ready for a vote for a specific dollar amounts as noted and I have taken into account the individual review and my legal work on this for example TE-2 of \$10,200 reflex an actual five year use of that property where in fact the owner has been informed that the period of time is going to be significantly less than that possibly in the realm of 7-30 days yet the owner is being compensated as if the property is being utilized during the project for the entire five (5) years. That is the same as well for TE-3 and TE-4 and, also, for TE-8, TE-10, TE-11 and TE-13. When I mean it's the same the only property owner that's before us is TE-8 the Tudor Wharf, Marriott Hotel, that has a longer period of duration for that temporary construction easement which is more akin to about a four and a half to possibly a five year period so the reflection of \$210,400 is a just compensation as if that property would be to be used for five (5) years from the date the order of taking is recorded."

NOTE: Chair Craven asked, "Are there any other questions?"

NOTE: Commissioner Mammoli stated, "Great explanation from all sides. I think it's a great project and long overdue for the City. He then stated, "To follow up on the Tudor Wharf property, considering it's mudflats, it has no practical use to the company in terms of its title range. The compensation offered is more than adequate for access the property."

NOTE: On a motion duly made and seconded, the vote was unanimously approved.

NOTE: Para Jayasinghe stated, "Commissioners, on behalf of Chief Osgood, I want to extend my sincere thanks for all of the assistance from the Public Facilities Commission. Your Commission staff exceeded itself, individuals from the Assessing office, the Law Department and your able staff."

NOTE: Chair Craven replied, "Thank you." She then stated, "I would, also, like to thank Angela Atchue for all of her work on getting this done so quickly for us as well."

NOTE: Angela Atchue replied, "Thank you."

Exhibits: Project background memorandum, OBM Letter Proposed Bridge elevation and copy of PowerPoint presentation.

NOTE: The August 17, 2017 Public Facilities Commission Meeting is available at the web address of https://www.cityofboston.gov/cable/video_library.asp?id=21363.

A True Record.

The meeting commenced at 9:44 a.m. and adjourned at 10:25 a.m.


Colleen Daley, PFC Secretary