

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO THIS 15TH DAY OF SEPTEMBER, 2005, BY AND AMONG THE CITY OF BOSTON, BY AND THROUGH ITS OFFICE OF ENVIRONMENTAL AND ENERGY SERVICES, AND THE BOSTON GROUNDWATER TRUST, THE BOSTON WATER & SEWER COMMISSION, THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, THE MASSACHUSETTS TURNPIKE AUTHORITY, THE MASSACHUSETTS WATER RESOURCES AUTHORITY, AND THE COMMONWEALTH OF MASSACHUSETTS, BY AND THROUGH ITS OFFICE OF COMMONWEALTH DEVELOPMENT AND ITS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS.

WHEREAS, many buildings in the City of Boston were constructed on filled land upon, and remain structurally supported by, wood pilings, that were designed to remain immersed in groundwater; and

WHEREAS, identifying areas where low groundwater levels exist and the sources of groundwater depletion is important to the effort to protect wood pilings constructed at appropriate elevations and the buildings they support, many of which are located in historic sections of Boston; and

WHEREAS, the City of Boston established the Boston Groundwater Trust to monitor groundwater levels in neighborhoods of Boston; and

WHEREAS, the City of Boston, the Commonwealth, and the Federal government have provided over two million dollars to the Boston Groundwater Trust to construct and continue to monitor a comprehensive groundwater monitoring well network in affected neighborhoods of Boston; and

WHEREAS, data from groundwater monitoring wells confirms that groundwater levels in certain areas of Boston have declined; and

WHEREAS, many natural and man-made factors contribute to groundwater depletion in Boston; and

WHEREAS, the widely-supported goal of maintaining appropriate groundwater levels throughout Boston may require close coordination among the agencies and independent authorities of the Commonwealth, the City of Boston, the Boston Groundwater Trust, the private sector, and members of the public; and


WHEREAS, the parties hereto are committed to ensuring that, to the extent feasible, existing groundwater problems are identified and resolved and future problems are avoided;

NOW, THEREFORE, it is agreed that the City of Boston, by and through its Office of Environmental and Energy Services, and the Boston Groundwater Trust, the Boston Water & Sewer Commission, the Massachusetts Bay Transportation Authority, the Massachusetts Turnpike

Authority, the Massachusetts Water Resources Authority, and the Commonwealth of Massachusetts, by and through its Office of Commonwealth Development and its Executive Office of Environmental Affairs hereby agree to the following:

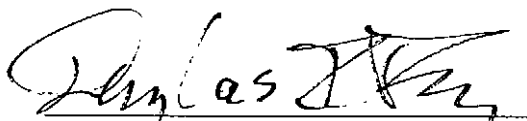
1. Working Group. The parties will create and participate in a City/State Groundwater Working Group to be jointly chaired by the City's Office of Environmental and Energy Services and the State's Office of Commonwealth Development.
2. Participation. Each party will designate a high-level representative from its respective agency to serve on the City/State Groundwater Working Group.
3. Cooperation. As participants in the City/State Groundwater Working Group, the parties will work cooperatively, share information, and utilize data collected by the Boston Groundwater Trust to identify areas of low groundwater levels, attempt to determine the cause or causes of identified low groundwater levels, and identify appropriate solutions.
4. Remediation. The parties will use good faith efforts to remedy any infrastructure under their respective agency's control that is reasonably demonstrated to contribute substantially to groundwater depletion in neighborhoods of Boston where buildings are supported by wood pilings.
5. Meetings. Public meetings of the City/State Groundwater Working Group will be held at least quarterly, beginning upon execution of this Memorandum of Understanding, and will be noticed to individual designees of each party by email and will be further noticed by way of publication in the State Environmental Monitor and the City Record.
6. Limitation of Liability. Nothing in this Memorandum of Understanding creates any right or cause of action for any person, private entity, or governmental entity to sue any party to this Memorandum of Understanding for equitable relief or monetary damages for any breach of this Memorandum of Understanding, nor shall be interpreted as an admission of any type of liability by any of the parties hereto.
7. Amendment. This Memorandum of Understanding may be amended as necessary upon the consent of all the parties.

**For the City of Boston
Office of the Mayor:**


Thomas M. Menino, Mayor

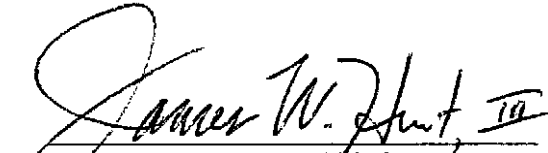
Date: 9/15/05

**For the Office of Commonwealth
Development:**


Douglas I. Foy, Secretary

Date: 9/15/05

**For the Office of Environmental
and Energy Services:**


James W. Hunt, III, Chief

Date: 9/15/05

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


Stephen R. Pritchard, Secretary

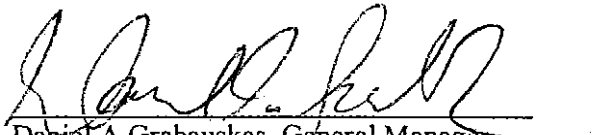
Date: 9/15/05

**For the Boston Water and
Sewer Commission:**


Vincent M. Mannering, Executive Director

Date: 9/15/05

**For the Massachusetts Bay
Transportation Authority:**


Daniel A. Grabauskas, General Manager

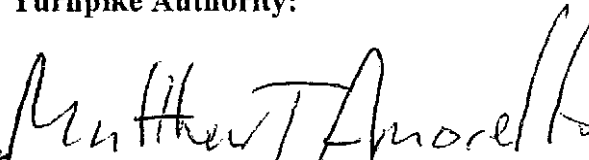
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**For the Boston Groundwater
Trust:**


Timothy I. Mitchell, Co-Chair

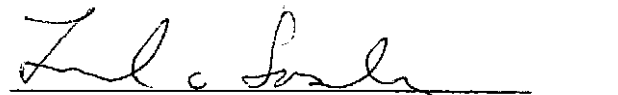
Date: 9/15/05

**For the Massachusetts
Turnpike Authority:**


Matthew J. Amorello, Chairman

Date: 9/15/05

**For the Massachusetts Water
Resources Authority:**


Frederick A. Laskey, Executive Director

Date: 9/15/05