



COMMONWEALTH OF MASSACHUSETTS SUBSIDY AGREEMENT

This Subsidy Agreement has been issued by the Office of the Comptroller under 815 CMR 2.00 for subsidies or other legislatively mandated payments to a named Recipient for a specified amount.

Note that Subsidies are very limited and must meet the requirements under 815 CMR 2.00 and the State Grants, Federal Subgrants and Subsidies Policy.

Commonwealth of Massachusetts – Department: Massachusetts Department of Transportation (MassDOT)

Address: 10 Park Plaza, Suite 5720, Boston, MA 02116

Contact Person: Matthew Bamonte Telephone: 857-368-9151 Email: Matthew.Bamonte@dot.state.ma.us

Recipient Full Legal Name (On File with IRS): Rose Fitzgerald Kennedy Greenway Conservancy, Inc.

Legal Address: 185 Kneeland Street, Boston, MA 02111

Contact Person: Renee Wood Telephone: 617-603-7726 Email: rwood@rosekennedygreenway.org

Total Amount of Subsidy Payment(s) \$5,250,000.00

Approximate Number of Payments To Be Made: 24 Payment(s). Attach schedule if multiple payments will be made explaining schedule and any requirements for payment disbursement. (See attached subsidy agreement payment schedule)

Amount of First Payment: \$437,500.00 Anticipated Date of First Payment: 8/4/2017

Termination Date of Subsidy Agreement: June 30th, 2023 (Payments can not be made after the expiration date of the account or funding this Subsidy Agreement. If from a Budgetary Account, funding will be available only in the current fiscal year.

Identify Additional Attachments to Subsidy Agreement that are incorporated by reference: Massachusetts Department of Transportation Subsidy Agreement Requirements. (See attached)

1. The **Department** and the **Recipient** understand and agree that pursuant to: G. L. c. 6, § 3, the **Department** is legislatively authorized to initiate a payment(s) of funds to the **Recipient**. Payments are subject to any conditions required by law as a prerequisite to payment, including any restrictions or conditions specified by the **Department** as part of this Subsidy Agreement. Payments can not be made to the **Recipient** prior to the date that this Subsidy Agreement, including all relevant attachments, has been properly executed by authorized signatories of both parties in accordance with all relevant general or special laws and regulations, and filed as prescribed by the Office of the Comptroller. Notwithstanding the termination date of this Subsidy Agreement, the **Recipient's** obligations under Sections 2. and 3. shall survive the termination of this Subsidy Agreement.
2. The **Recipient** agrees to expend funds provided under this Subsidy Agreement in accordance with all applicable federal and state general and special laws and regulations and any restrictions or conditions specified by the **Department** by attachment to this Subsidy Agreement. Any actions arising out of this Subsidy Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The **Recipient** may not use any funds provided or paid under this Subsidy Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
3. The **Recipient** understands and agrees that the **Department**, the State Auditor and the Comptroller shall be entitled to copies of any programmatic or fiscal reports that verify compliance with, or are required as a condition to, receiving funds under this Subsidy Agreement, or that are specified by attachment to this Subsidy Agreement.

IN WITNESS WHEREOF, the **Department** and the **Recipient** have caused this Subsidy Agreement to be executed by their respective authorized officers, as of the last date specified below:

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [Signature] Date:
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Stephanie Pollack

Print Title: Secretary and CEO, MassDOT

AUTHORIZING SIGNATURE FOR THE RECIPIENT

X: [Signature] Date: 6/30/17
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Jesse Brackenbury

Print Title: Executive Director, Rose Kennedy Greenway Conservancy



COMMONWEALTH OF MASSACHUSETTS
SUBSIDY AGREEMENT
INSTRUCTIONS FOR COMPLETION

1. The **Department** should complete the Subsidy Agreement using the following guidelines:

The **Department** name and address should be the full business name and mailing address used by the **Department**. The Contact Person email address shall be the official mechanism for correspondence under the subsidy agreement.

- The **Recipient** name and address should be the full legal business name and mailing address used by the Recipient for Internal Revenue Service (IRS) tax filing purposes and filed in MMARS in the VCUST Table. The Contact Person email address shall be the official mechanism for correspondence under the Subsidy Agreement.
 - The total amount of the Subsidy Agreement should indicate the total amount that the **Department** anticipates expending under the Subsidy Agreement based upon the subsidy legislation or other legal authorization for payment. The total amount is the amount that will be encumbered and obligated on behalf of the **Recipient**. The **Department** must encumber this total maximum obligation on MMARS. The Department should indicate if funds will be paid in a single payment or using multiple payments. If multiple payments are used, the parties should attach a schedule of payment dates and amounts and any conditions for receipt of payment.
 - The termination date of the Subsidy Agreement should be at the end of the current fiscal year, or the expiration date of the account or funding for this Subsidy Agreement. Payment of funds can not be made after the termination date of the account or funding for this Subsidy Agreement. Any obligations for use of the funds or reporting of the funds will extend beyond the end of the funding for this Subsidy until one year after the audit requirements for this funding.
 - The **Department** should include any details concerning payment of the funds under the Subsidy Agreement in attachments, including, but not limited to the following:
 - Any schedule of payment dates and amounts.
 - Conditions or restrictions required as a prerequisite to payment of funds.
 - Details of requirements of copies of programmatic or fiscal reports required as a condition of receiving funds
 - Any additional attachments or addendums of terms or performance.
2. An executed original, or certified copy of the Subsidy Agreement, including all relevant attachments and supporting documentation should be attached to a completed and executed encumbrance document [Contract Commodity (CT)] and submitted to the Office of the Comptroller for processing and filing.
 - A copy of the legislative authorization for payments under the Subsidy Agreement must be attached to facilitate timely processing of the Subsidy Agreement.
 - This Subsidy Agreement is the primary contract document and should incorporate attachments with any key terms. Separately executed Memorandums of Agreement (MOA) or Understanding (MOU) are not recommended.

Massachusetts Department of Transportation Subsidy Agreement Requirements

1. General

This Subsidy Agreement implements MassDOT's commitment to make payments to the Rose Fitzgerald Kennedy Greenway Conservancy ("Conservancy") for maintenance and horticulture programs (including in-kind contributions) and for capital support of the Rose Fitzgerald Kennedy Greenway ("Greenway") under the terms of and in the amounts specified in the June 19, 2017 Memorandum of Understanding By and Among the Massachusetts Department of Transportation, the Rose Fitzgerald Kennedy Greenway Conservancy, the City of Boston, and A Better City on behalf of its Rose Fitzgerald Kennedy Greenway Abutters Committee (together "ABC") (the "MOU").

Consistent with the terms of the MOU, this Agreement provides that MassDOT's obligation to make cash and cash advance payments for Operations, Maintenance, and Horticulture Support in the amounts specified in the Greenway Funding Schedule that is Exhibit B of the MOU and as specified in this Agreement is conditioned upon

- i. ABC's advancement and implementation of the Greenway BID as described in the MOU; and
- ii. the continuing operation of the Greenway BID and the Greenway BID's payment to the Conservancy of funds for Operations, Maintenance, and Horticulture Support in the amounts specified in the Greenway Funding Schedule of the MOU.

In the event of failure of either of these two conditions, and as explained in more particular detail below, MassDOT may at any time send notice to the Conservancy terminating its obligation to provide further cash and cash advance payments for horticulture and maintenance support under this Subsidy Agreement. A copy of the Greenway Funding Schedule of the MOU is attached.

MassDOT's obligations under this Subsidy Agreement are further conditioned upon the Conservancy's continuing performance of its obligations under the Second Amended and Restated Lease agreement dated July 1, 2017 between MassDOT and the Conservancy (the "Lease"). An event of default by the Conservancy and the Conservancy's failure to cure such default under Section 15.1 of the Lease shall constitute a failure of the requirement of the Conservancy's continuing performance requirement under this paragraph.

For avoidance of doubt, references herein to "FY" shall refer to MassDOT's fiscal year, which runs from July 1 to June 30.

2. Funding Levels by Category

A. Cash & Cash Advance Payments for Horticultural and Maintenance Support: \$5,250,000

MassDOT will make quarterly cash payments to the Conservancy by electronic fund transfer on an equal quarterly basis based on yearly totals in the amounts specified below. Payments in FY 2018 shall be made on 8/4/17, 11/6/17, 2/5/18, and 5/4/18, and payments in subsequent years shall be made on such dates, as adjusted for weekends and holidays.

- FY 2018; \$1,750,000 = \$1,250,000 for horticulture and maintenance support plus \$500,000 advance in additional cash funds.
- FY 2019; \$500,000 = \$1,000,000 for horticulture and maintenance support less \$500,000 credit for repayment of FY 2018 advance.
- FY 2020; \$750,000 for horticulture and maintenance support.
- FY 2021; \$750,000 for horticulture and maintenance support.
- FY 2022; \$750,000 for horticulture and maintenance support.
- FY 2023; \$750,000 for horticulture and maintenance support.

Quarterly FY 2018 cash payments for horticulture and maintenance support will be conditioned on ABC's advancement of the Greenway BID as described in the MOU.

Quarterly FY 2019 – FY 2023 cash payments for horticulture and maintenance support will be conditioned on the successful implementation and continuing operation of the Greenway BID and the BID's fulfillment of the BID's obligation to make payments for Operations, Maintenance, and Horticultural Support in the amounts specified in the Greenway Funding Schedule of the MOU.

Cash and cash advance payments for horticulture and maintenance support paid to the Conservancy by MassDOT under this Subsidy Agreement may only be used for horticulture and maintenance programs. MassDOT funds that are specified for use in horticulture and maintenance programs may be used to employ and to support Conservancy staff assigned to and involved in the daily operations and associated support of the horticulture and maintenance program but not to employ or support other Conservancy staff. Notwithstanding any other limitation or restriction associated with the use of such funds, MassDOT funds that are specified for use in horticulture and maintenance programs may not be used to compensate the Conservancy's Executive Director, Chief of Staff, Chief Development Officer, or Art Curator(s).

FY 2019 through FY 2023 Matched Funding in Conjunction with BID Funding:

Subject to the qualifications outlined below, MassDOT's payments to the Conservancy for FY 2019 through FY 2023 for horticulture and maintenance support up to and including the amounts specified in the Greenway Funding Schedule will be funded on a matched basis with the Greenway BID's payment of funds to the Conservancy for Operations, Maintenance and Horticulture Support.

Within 30 days of the close of each fiscal quarter, the Conservancy shall provide to MassDOT a detailed statement of funds received from the Greenway BID during the same fiscal quarter. In the event that the statement indicates, as measured on a quarterly basis, a shortfall in the Greenway BID's actual payment to the Conservancy of funds for Operations, Maintenance, and Horticulture Support when compared to the quarterly sum for such support due under the Greenway Funding Schedule, MassDOT may provide to the Conservancy and to the Greenway BID's Board of Directors written notice of such shortfall. If such shortfall has not been remedied within 30 days after such notice, MassDOT may, at its option:

1. deduct an amount equal to the amount of the shortfall in BID payments from any future quarterly payments for horticulture and maintenance support otherwise due from MassDOT to the Conservancy under this Subsidy Agreement; or
2. send notice to the Conservancy terminating its obligation to provide further cash and cash advance payments for horticulture and maintenance support under this Subsidy Agreement.

For each quarter in which there is a shortfall in such payments due from the Greenway BID to the Conservancy, MassDOT shall have a separate and independent option to reduce or terminate its cash payments to the Conservancy as outlined in the preceding sentence.

B. Non-Cash Operating Support: \$1,742,685

For the term of this Subsidy Agreement, MassDOT will provide the Conservancy with two categories of non-cash operating support: (1) continued use and occupancy (including utilities) of the office space at 185 Kneeland Street, Boston now occupied by the Conservancy (the "Office Space"); and (2) continued payment of water and electricity charges for Greenway park operations. These forms of support will be valued at the amounts and subject to the conditions listed below.

- FY 2018; \$283,050 for office space and utility costs.
- FY 2019; \$285,931 for office space and utility costs.
- FY 2020; \$288,870 for office space and utility costs.
- FY 2021; \$291,867 for office space and utility costs.
- FY 2022; \$294,924 for office space and utility costs.
- FY 2023; \$298,043 for office space and utility costs.

The Office Space and utilities at 185 Kneeland Street are valued at the fixed sum of \$139,000 annually.

Park utility costs are capped at the following annual values for FY 2018 plus 2% annual escalation each year:

- Park Water: \$98,860
- Park Electric: \$45,190

MassDOT shall charge the Conservancy for actual park water and electric charges incurred that exceed the annual adjusted caps shown.

The Conservancy's use and occupancy of the Office Space shall be subject to the reasonable rules and regulations of MassDOT, and MassDOT shall have the right to relocate the Conservancy to other comparable office space within the 185 Kneeland Street building.

MassDOT will provide at least 6 months written notice (a "Notice to Vacate" the Office Space under the Lease) to the Conservancy in the event it becomes necessary in MassDOT's determination for the Conservancy to vacate the 185 Kneeland Street office space. In such circumstances, MassDOT shall have the option of fulfilling its commitment to provide the Conservancy with the use of office space for the then remaining term of this Subsidy Agreement by either:

1. providing or causing the Commonwealth to provide replacement office space of comparable size, location, and utility as determined by MassDOT in its sole discretion; or
2. providing the Conservancy after it has vacated the Kneeland Street office space with cash payments of \$10,416.67 per month each month (pro-rated for any partial month) during the then remaining term of this Subsidy Agreement.

The Conservancy shall be responsible for its own relocation costs in the event it is required to vacate the 185 Kneeland Street office space. Replacement office space, if provided, shall be available to the Conservancy only for the then remaining of the term of this Subsidy Agreement. MassDOT shall have no obligation under any circumstance to provide the Conservancy with office space or monthly cash payments in lieu of office space beyond the term of this Subsidy Agreement.

C. Capital Funds

- The Conservancy shall develop, subject to MassDOT's review and approval, and during the term of this Subsidy Agreement MassDOT shall fund, a 5-year capital improvement plan (the "Capital Plan") to ensure that the Greenway and existing Fixed Improvements (defined in the Lease) thereto are maintained in a continuing state of good repair during the term of the Lease. The Conservancy shall submit an initial Capital Plan for MassDOT's approval before January 1, 2018 and thereafter shall submit updated 5-year capital plans for approval on or before January 1 of each year.
- Expenditure amounts proposed in the Capital Plan will reflect material compliance with the capital funding levels specified in the Greenway Funding Schedule of the MOU.
- Capital projects submitted for funding each year will require approval through the MassDOT capital budget process **and the capital budget process of the Commonwealth**, consistent with the treatment of all other proposed MassDOT capital projects.
- Unless otherwise agreed by MassDOT through its approval of a Capital Plan or other approval of a capital project, MassDOT capital funds shall be used only for capital repairs or replacements that (a) have a cost of \$50,000 or more and (b) upon completion, have a useful life of at least ten (10) years, as determined by MassDOT in its reasonable discretion. A collection of capital repairs or replacements that are substantially related and that, in the aggregate, have a cost in excess of \$50,000 shall be eligible for MassDOT capital funding and may be included in the Capital Plan proposed by the Conservancy, which Capital Plan shall be subject to MassDOT approval as set forth above.

MassDOT will fund emergency capital repairs not reflected in the Capital Plan, but forward commitments under the Capital Plan and the Greenway Funding Schedule may be reduced to offset the costs of unanticipated emergency spending. MassDOT shall consult with the Conservancy and use its reasonable discretion in determining whether to recognize a capital repair as an emergency capital repair and in making any offsetting adjustment to forward commitments under the then current Capital Plan.

- Capital projects currently underway as of 7/1/17 will be funded to completion and not charged against forward capital funding figures reflected in FY 2019 – FY 2023.

3. Other Provisions

MassDOT will require a full accounting of all sources and uses of revenue received from the use of the Greenway as necessary to ensure compliance with 23 USC 126 and other applicable Federal and State law. MassDOT will require the Conservancy to provide, upon request, detailed reporting on its use of MassDOT, State, and private funds in operating the park, including the salaries of staff, payments to vendors and copies of all contractual documents for vendors, regardless of funding source.

If MassDOT in its reasonable judgment determines at any time that the Conservancy has used any MassDOT funds for purposes that are not approved or not permitted under the terms of this Subsidy Agreement, MassDOT shall have the right (a) to require that the Conservancy repay the improperly used funds within 30 days of MassDOT's written notice to the Conservancy; or (b) to deduct the amount of improperly used funds from the next payment or payments otherwise due to the Conservancy under this Subsidy Agreement. MassDOT's exercise of these rights shall not limit any other rights or remedies available to MassDOT in the event of the Conservancy's violation of the terms of the Subsidy Agreement.

EXHIBITS

- Copy of M.G.L. c. 6C §
- Exhibit B – Funding Schedules from MOU

EXHIBIT A

Mass. Gen. Laws Chapter 6C, Section 3

Section 3: Powers

Section 3. The department shall have all powers necessary or convenient to carry out and effectuate its purposes including, without limiting the generality of the foregoing, the power to:

- (1) adopt and amend by-laws, regulations and procedures for the governance of its affairs and the conduct of its business for the administration and enforcement of this chapter; provided, however, that regulations adopted by the department shall be adopted pursuant to chapter 30A;
- (2) adopt an official seal and a functional name;
- (3) exercise any powers necessary for the commonwealth to be in compliance with 23 U.S.C. section 302;
- (4) maintain offices at places within the commonwealth as it may determine and to conduct meetings of the department in accordance with the by-laws of the department and the second paragraph of section 59 of chapter 156B;
- (5) direct, operate, administer and implement the programs of roadway, general aviation, rail and transit, and vehicular registration and regulation and, in cooperation with the office of planning and programming for the design, construction, repair, maintenance, capital improvements, development, and planning of the transportation facilities throughout the department, as appropriate;
- (6) direct, coordinate and supervise the administration of the department to promote economy and efficiency and to leverage federal funding and private sector investment;
- (7) develop and administer a long-term statewide transportation plan for the commonwealth, in conjunction with the executive office of administration and finance, that includes planning for intermodal and integrated transportation;
- (8) develop and administer procedures to be used for transportation project selection;
- (9) establish criteria, including criteria to reduce greenhouse gases, for project selection for use in the procedures developed pursuant to clause (7);
- (10) enter into agreements and transactions with federal, state and municipal agencies and other public institutions and private individuals, partnerships, firms, corporations, associations and other entities on behalf of the department;
- (11) institute and administer the Massachusetts Transportation Trust Fund for the purposes of making appropriations, allocations, grants or loans to leverage development and investments in transportation investment;
- (12) sue and be sued in its own name, plead and be impleaded;
- (13) own, construct, maintain, repair, reconstruct, improve, rehabilitate, use, police, administer, control and operate the state highway system, the metropolitan highway system and the turnpike, or

any part thereof; provided, however, that chapter 91 shall not apply to the department, except for any parts or areas thereof subject to said chapter 91 on March 1, 1997;

(14) acquire sites abutting the state highway system, the metropolitan highway system or the turnpike, and to construct or contract for the construction of buildings and appurtenances for gasoline stations, restaurants, parking facilities, tourist information centers and other services and to lease such facilities in such manner and under such terms as it may determine;

(15) issue notes or bonds for any of its corporate purposes related to the turnpike payable solely from turnpike revenues or portions thereof pledged for their payment and to refund its notes or bonds pertaining to the turnpike or any part thereof or payable from such revenues, as provided in this chapter;

(16) issue notes or bonds for any of its corporate purposes related to the metropolitan highway system payable solely from the metropolitan highway system revenues or portions thereof pledged for their payment and to refund its notes or bonds pertaining to the metropolitan highway system or any part thereof or payable from such revenues, as provided in this chapter;

(17) issue bonds, notes and other evidences of indebtedness as provided in this chapter;

(18) fix and revise from time to time and charge and collect tolls for transit over the metropolitan highway system and the turnpike; provided, however, that it shall furnish upon request to a user of the metropolitan highway system and turnpike a toll receipt showing the amount of toll paid, the classification of the vehicle, the date of payment and place of exit from said metropolitan highway system and turnpike; provided, further, that prior to revising the toll structure, the department shall publish a report on its website that sets forth the fiscal alternatives that were examined in lieu of revising the toll structure and detail the reasons why such alternatives were not viable fiscal options; provided further, that the department shall convene at least 2 public hearings, each to be held in a community within the turnpike corridor or within the metropolitan highway system, as appropriate, at least 30 days before the effective date of any proposed change in toll structure on the turnpike or metropolitan highway system, as appropriate, and shall allow for a 2-week comment period after each such hearing; during which written testimony and comments shall be accepted;

(19) appoint officers and employees and to engage accountants, architects, attorneys, engineers, planners, real estate experts and other consultants as may be necessary in its judgment to carry out the purposes of this chapter and fix their compensation; provided, however, that the department shall engage consultants to perform only those services for the department which regular employees of the department are unable to perform owing to lack of special expertise or other inability to perform such services on the schedule or in the manner required by the department;

(20) acquire, lease, hold and dispose of real and personal property or any interest therein in the exercise of its powers and the performance of its duties pursuant to this chapter; provided, however, that the department shall issue semi-annual reports to the secretary of administration and finance, the house and senate committees on ways and means, the joint committee on transportation and the house and senate committees on bonding, capital expenditures and state assets, detailing the financial transactions and revenues associated with the sale, concession or lease of real property held in the name of or under the control of the department, whether by purchase or otherwise, and any transactions relating to real property currently pending; and provided further, that the semi-annual report shall include the current market value of the real properties related to the transactions;

(21) place and maintain or grant permission by easement or otherwise to any public utility, corporation or person to place and maintain on or under or within the state highway system, the metropolitan highway system or the turnpike, or any part thereof, ducts, pipes, pipelines, mains, conduits, cables, wires, towers, poles or other structures to be so located as not to interfere with the safe and convenient operation and maintenance of the state highway system, the metropolitan highway system or the turnpike, and to contract with any such public utility, corporation or person for

such permission on such terms and conditions as may be fixed by the department; provided, however, that in case of any such relocation or removal of facilities, the public utility, corporation or person owning or operating the same, its successors or assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location for as long a period and upon the same terms and conditions as it had the right to maintain and operate such facilities in their former location; and provided further, that otherwise, the department shall have the power to grant such easements over any real property held by the department as will not, in the judgment of the department, unduly interfere with the operation of any of its mass transportation facilities;

(22) designate the locations and establish, limit and control such points of ingress to and egress from the state highway system, the metropolitan highway system or the turnpike, as may be necessary, convenient or desirable, in the judgment of the department, to insure the proper operation and maintenance of the state highway system, the metropolitan highway system or the turnpike, and to prohibit entrance to the state highway system, the metropolitan highway system or the turnpike from any point or points not so designated;

(23)(i) construct grade separations at locations where the state highway system, the metropolitan highway system or the turnpike, intersect with or abut public highways or rail lines and to change and adjust the lines and grades of such highways or rail lines so as to accommodate the same to the design of such grade separation; and (ii) change the location of any portion of any public highway or rail line which intersects or abuts the state highway system, the metropolitan highway system or the turnpike, in order to improve the safety or efficiency of the state highway system, the metropolitan highway system or the turnpike; provided, however, that if the department shall find it necessary to change the location of a public highway, it shall reconstruct the same in as good a condition as the original highway and at such location as the department deems most favorable; provided, however, that all costs incident to construction, realignment or reconstruction conducted pursuant to this clause shall be borne by the department;

(24) enter upon any lands, waters and premises in the commonwealth, after 30 days notice by registered or certified mail and without the necessity of any judicial orders or other legal proceedings, for the purpose of making surveys, soundings, drillings and examinations as the department may deem necessary, convenient or desirable for carrying out the purposes of this chapter and such entry shall not be deemed a trespass nor shall an entry for such purposes be deemed an entry under any condemnation proceedings which may be then pending; provided, however, that the department shall provide reimbursement for any actual damage resulting to such lands, waters and premises as a result of such activities; and provided, further, that the commonwealth hereby consents to the use of all lands owned by it, including lands lying underwater, which are deemed by the department to be necessary, convenient or desirable for the construction, operation or maintenance of the state highway system, the metropolitan highway system or the turnpike;

(25) make and enter into all contracts and agreements necessary, convenient or desirable in the performance of its duties and the execution of its powers under this chapter; provided, however, that sections 26 to 29, inclusive, and sections 44A to 44J, inclusive, of chapter 149 and sections 39F to 39M, inclusive, of chapter 30 shall apply to contracts of the department to the same extent and in the same manner as they are applicable to the commonwealth; provided, however, that notwithstanding this clause, the department may, with the approval of the secretary of administration and finance, without competitive bids and notwithstanding any general or special law to the contrary, award a contract, otherwise subject to this section, limited to the performance of emergency repairs necessary to preserve the safety of persons or property;

(26) invest any funds held in reserves or sinking funds, or the Massachusetts Transportation Trust Fund, or any funds not required for immediate disbursement, in such investments as may be provided in any financing document relating to the use of such funds or, if not so provided, as the board may determine;

(27) review and recommend changes in laws, rules, programs and policies of the commonwealth and its agencies and subdivisions to further transportation financing, infrastructure and development within the commonwealth;

(28) appear in its own behalf before boards, commissions, departments or other agencies of municipal, state or federal government;

(29) obtain insurance;

(30) apply for and accept subventions, grants, loans, advances and contributions from any source of money, property, labor or other things of value to be held, used and applied for its corporate purposes;

(31) adopt a fiscal year to conform with the fiscal year of the commonwealth;

(32) receive and apply its revenues to the purposes of the department without appropriation or allotment by the commonwealth or any political subdivision thereof;

(33) enter into agreements with other parties including, without limiting the generality of the foregoing, government agencies, municipalities, authorities, private transportation companies, railroads, and other concerns, providing: (i) for construction, operation and use of any mass transportation facility and equipment held or later acquired by the department; provided, however, that any agreement entered into by the department for the construction or acquisition of mass transportation facilities or equipment of more than \$1,000,000, which is financed in whole or in part from the proceeds of bonds, the debt service payments on which are assisted by the commonwealth or made from the dedicated revenue source, shall not become effective until approved by the secretary of administration and finance; (ii) for joint or cooperative operation of any mass transportation facility and equipment with another party; (iii) for operation and use of any mass transportation facility and equipment for the account of the department, for the account of another party or for their joint account; or (iv) for the acquisition of any mass transportation facility and equipment of another party if the whole or any part of the operations of such other party takes place within the area constituting the department; provided, further, that any such other party may enter into any such agreements, subject to such provisions of law as may be applicable; and provided, further, that any agreement with a private company under this chapter which is to be financed from the proceeds of bonds or bond anticipation notes and which provides for the rendering of transportation service by such company and for financial assistance to such company by subsidy, lease or otherwise shall include such service quality standards for such service as the department may deem appropriate and shall not bind the department for a period of longer than 1 year from its effective date, but this shall not prohibit agreements for longer than 1 year if the department's obligations thereunder are subject to annual renewal or annual cancellation by the board's authority; and provided, further, that such agreements may provide for cash payments for services rendered, but not more than will permit any private company a reasonable return;

(34) establish transit facilities and related infrastructure, including terminals, stations, access roads, and parking, pedestrian access facilities and bicycle parking and access facilities as may be deemed necessary and desirable; and provided, further, that the department may charge reasonable fees for the use of such facilities as it deems desirable;

(35) lend money to and to acquire or hold obligations issued by public bodies or other users at such prices and in such manner as the department shall deem advisable and sell such bonds acquired or held by it at prices without relation to cost and in such manner as the department shall deem advisable and to secure its own issues of bonds with such obligations held by it;

(36) act as the central entity and coordinating organization for transportation initiatives on behalf of the commonwealth and to work in collaboration with governmental entities, bodies, centers, institutes and facilities to advance the commonwealth's interests and investments in transportation;

(37) enter into agreements with public and private entities that deal primarily with transportation and infrastructure development, in order to distribute and provide leveraging of monies or services for the purposes of furthering transportation development in the commonwealth and promoting overall economic growth within the commonwealth by fostering collaboration and investments in transportation initiatives in the commonwealth;

(38) provide and pay for such advisory services and technical assistance as may be necessary or desired to carry out the purposes of this chapter;

(39) establish and collect such fees and charges as the department without further appropriation shall determine to be reasonable and consistent with this chapter; and to receive and apply revenues from fees and charges to the purposes of the department or allotment by the commonwealth or any political subdivision thereof;

(40) disburse, appropriate, grant, loan or allocate funds for the purposes of investing in transportation initiatives as directed in this chapter;

(41) provide assistance to local entities, local authorities, public bodies and private corporations for the purposes of maximizing opportunities for transportation and development initiatives in the commonwealth;

(42) prepare, publish and distribute, with or without charge, as the department may determine, such studies, reports and bulletins and other material as the department deems appropriate;

(43) exercise any other powers of a corporation organized under chapter 156B;

(44) take any actions necessary or convenient to the exercise of any power or the discharge of any duty provided for by this chapter;

(45) enter into agreements or other transactions with any person including, without limitation, any public entity or other governmental instrumentality or agency in connection with the powers and duties provided the department under this chapter;

(46) delegate any of the foregoing powers to an administrator or to a director having charge of an administrative unit within the department;

(47) ensure regional equity related to transportation planning, construction, repair, maintenance, capital improvement, development and funding; and

(48) designate a representative to act in its interest in labor relations matters with its employees.

Exhibit B

Greenway Funding Schedule (in thousand \$ 000)

Greenway Funding Schedule 5/12/17	Actual FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
Operations, Maintenance and Horticulture Support							
MassDOT							
Cash	1,988	1,250	1,000	750	750	750	750
Advance/(Credit)	0	500	(500)	0	0	0	0
Office/Utilities	283	283	300	300	300	300	300
MassDOT sub-total	2,271	2,033	783	1,033	1,033	1,033	1,033
City of Boston	0	0	250	250	250	250	250
Abutters	0	0	1,500	1,000	1,000	1,000	1,000
	2,271	2,033	2,533	2,283	2,283	2,283	2,283
Supplemental Operating and Enhancement Funds							
Abutters	0	0	0	500	500	500	500
Capital Funds*							
MassDOT	0	150	350	350	350	500	500
Totals by Contributor							
MassDOT	2,271	2,183	1,133	1,383	1,383	1,533	1,533
City of Boston	0	0	250	250	250	250	250
Abutters	0	0	1,500	1,500	1,500	1,500	1,500
	2,271	2,183	2,883	3,133	3,133	3,283	3,283

*Actual capital funding requirements and spending may vary, subject to Greenway capital program needs and allocations under the MassDOT Capital Funding Program. FY 18 capital includes work already underway.