

CITY OF BOSTON GREENWAY FUNDING AGREEMENT

This Funding Agreement (this “Agreement”) dated as of January 30, 2019 (the “Effective Date”), implements the commitment of the CITY OF BOSTON, a municipal corporation with offices located at One City Hall Square, Boston, MA 02210 (the “City”) to make payments to the ROSE FITZGERALD KENNEDY GREENWAY CONSERVANCY, INC., a private, charitable, non-profit corporation with a principle place of business located at 185 Kneeland Street, Boston, MA 02111 (the “Conservancy”) under the terms of that certain Greenway BID MOU (defined below). The City and the Conservancy are collectively referred to herein as the “Parties”.

BACKGROUND

- A. Pursuant to that certain Memorandum of Understanding by and among the Massachusetts Department of Transportation (the “State”), the City, the Conservancy, and A Better City, acting on behalf of its Greenway Abutters Committee, dated June 19, 2017 (the “Greenway BID MOU”), the parties thereto agreed to set forth a framework for certain anticipated funding contributions to the Conservancy by the State, the City, and a business improvement district (the “BID”) to be created in accordance with M.G.L. c. 40O (the “BID Statute”) for the continued operation, management, improvement and maintenance of the Rose Fitzgerald Kennedy Greenway (the “Greenway”) by the Conservancy. Pursuant to the Greenway BID MOU, the City agreed that upon the sale of 115 Federal Street by the Boston Planning and Development Agency (the “BPDA”), the City would establish a \$5,000,000.00 fund dedicated to supporting the Greenway, and to make payments of the income from such fund to the Conservancy.
- B. The Conservancy’s rights and obligations with respect to the operation, management, improvement and maintenance of the Greenway are more specifically set forth in that certain lease agreement by and between the State and the Conservancy dated July 1, 2017, as amended (the “Greenway Lease”).
- C. The State and the Conservancy executed that certain Commonwealth of Massachusetts Subsidy Agreement dated June 30, 2017 to formally set forth the State’s agreement to make certain cash contributions, non-cash operating support, and capital funds contributions to the Conservancy in furtherance of the Greenway BID MOU (the “Subsidy Agreement”).
- D. On April 25, 2018 the City of Boston City Council (the “City Council”) voted to approve a business improvement district for an area in and around the Greenway, as more specifically described in the business improvement district improvement plan as approved by the City Council (the “Greenway BID”). Pursuant to the Greenway BID improvement plan (as the same may be amended from time to time, the “Greenway BID Improvement Plan”), the Greenway Business Improvement District Corporation, a Massachusetts not-for-profit corporation (the “BID Corp”), is the designated management entity for the Greenway BID, and shall carry out, implement, and oversee the purposes of the Greenway BID. In furtherance of the Greenway BID MOU, the BID Corp has agreed to make certain cash contributions to the

Conservancy, as set forth in that certain Funding and Services Agreement dated November 6, 2018 “BID Corp Agreement”.

- E. On October 17, 2018 the City Council established a \$5,000,000.00 fund (the “Trust Fund”), held and managed by the Collector-Treasurer of the City of Boston, income from which (“Income”) is dedicated to supporting maintenance, operation, management and improvement of the Greenway for a period of at least ten years. Under the terms of the Trust Fund, the sole Trustee is the Collector-Treasurer for the City of Boston, who has delegated administration of the Trust Fund to the 1st Assistant Collector-Treasurer and the 2nd Assistant Collector-Treasurer.
- F. In furtherance of the Greenway BID MOU and in furtherance of the purposes for which the Trust Fund was created, the City and the Conservancy desire to enter into this Agreement to provide clarity and predictability regarding how the City intends to administer the Trust Fund and to facilitate the efficient use of public funds to be contributed to the Greenway for maintenance, horticulture and capital support of the Greenway and for the promotion of the public interests in contributing to the City’s economic vitality along the Greenway.

AGREEMENT

Now, therefore, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties hereto agree as follows:

1) Term.

This Agreement shall commence on the Effective Date, and shall expire on June 30, 2023 (the “Expiration Date”), subject to the termination provisions set forth in this Agreement (the “Term”), and subject further to any extensions to the Agreement entered into by the Parties.

2) City Payments.

The City will calculate the Income from the Trust Fund, and make annual cash grant payments of such Income to the Conservancy, as described in this section.

a) Definitions.

“Fiscal Year” shall mean the period commencing on July 1 of a given calendar year and ending on June 30 of the immediately following calendar year.

“Calendar Year” shall mean the period commencing on January 1 of a given calendar year and ending on December 31 of the same calendar year.

b) Calculation and Distribution of Income.

- i) For Fiscal Year 2019, the Income earned by the Trust Fund will be deemed to be \$166,666.66 (5.00% of the initial Trust Fund amount of \$5,000,000.00 pro-rated to

the eight (8) months of the Fiscal Year for which the Trust Fund will be in existence). For the initial distributions, such amounts will be deducted from the balance of the Trust Fund. The City will disburse such Income to the Conservancy by making payments of \$83,333.33 on or before February 11, 2019 and April 1, 2019.

- ii) For Fiscal Year 2020, the Income earned by the Trust Fund shall be deemed to be 5.00% of the Trust Fund balance as of December 31, 2018.

The Collector-Treasurer will perform this calculation and inform the Conservancy of the Fiscal Year 2020 Income amount on or before February 15, 2019. The City will disburse the Fiscal Year 2020 Income to the Conservancy in four (4) equal payments of 25% of the Fiscal Year 2020 Income amount on the following dates: July 1, 2019; October 1, 2019; January 1, 2020; and April 1, 2020.

- iii) For Fiscal Years 2021, 2022, and 2023, the Income earned by the Trust Fund shall be deemed to be 5.00% of the Trust Fund balance as of December 31 of the Calendar Year immediately preceding the Fiscal Year and will be distributed on July 1, October 1, January 1, and April 1 of each fiscal year. Such balances will be decreased by the amount of Income distributed and will be decreased or increased based on principal gain or loss, dependent on market fluctuations. In order to facilitate the Conservancy's budgeting process, the City shall inform the Conservancy of the Trust Fund balance on or about November 1 of each year.

- c) Administrative Fees. As with similar Trusts managed by the City, an administrative charge of up to 0.75% of the balance of the Trust Fund will be assessed annually to support operational costs of the Trust Fund's administration. This administrative charge will be assessed in addition to the Income distributed from the Trust Fund in any year and therefore will not reduce the Income distributed to the Conservancy below 5.00%. The administrative charge is a maximum amount, but the City's administrative charge may be less than 0.75% in any year. Any funds assessed as an administrative charge and not expended will be held as Income for future distribution or reinvested as principal.
- d) Requirement for Contributions. Notwithstanding anything herein to the contrary, the City's payment of the Income is conditioned upon (A) the BID Corp's funding of its respective funding contributions to the Conservancy as reflected in the "Funding Schedule" of the Greenway BID MOU, and (B) the Conservancy's continued and diligent operations and financing that allows the Conservancy to operate the Greenway and perform horticultural and maintenance services at a level consistent with the Greenway Maintenance Standards (as defined in Section 3(a) below). In the event of failure of any of the foregoing conditions, the City may, at its sole discretion: (1) with respect to a failure of condition (A) above, deduct an amount equal to the amount of the unpaid BID Corp contribution from any future quarterly contribution otherwise due from the City under this Agreement, and (2) with respect to a failure of condition (B) above, deduct an amount equal to the amount that the Conservancy failed to fundraise that would have permitted the Conservancy to operate the Greenway and perform horticultural, and maintenance services at a level consistent with the Greenway Maintenance Standards from any future quarterly contribution otherwise due from the BID Corp under this

Agreement, or (3) send a notice of termination to the Conservancy in accordance with Section 5 below.

3) Conservancy Maintenance and Management.

The City's grant of Income to the Conservancy shall be used to fund the Conservancy's work to operate, manage, maintain, and improve the Greenway. The Conservancy shall carry out such work in accordance with the "Greenway Parks Maintenance Standards and Practices" adopted in 2009 or as subsequently amended by the Board of Directors of the Conservancy (the "Greenway Standards"), a copy of which is attached as **Exhibit A**.

The Conservancy shall provide, supervise, manage, and administer all services and work contemplated by this Agreement (collectively, the "Work", which term shall include all labor, materials, equipment, communication, coordination, training, supervision, and management required by this Agreement). The Conservancy shall perform the Work in a diligent, efficient, and first-class manner consistent with its obligations to operate the Greenway under the Lease. The Conservancy shall be solely responsible for, and have control over means, methods, techniques, sequences and procedures, and for the directing the performance of, and coordinating all aspects of, the Work, subject, however, to any rights of the City to review and/or inspect such Work.

4) Financials.

Books and Records. The Conservancy shall keep accurate records and books relating to the overall operation, maintenance, improvement, repair, programming, and marketing of the Greenway. The Conservancy shall maintain its books and records at its office located in the City of Boston, or such other location as may be mutually agreed upon in writing by the Parties. The Conservancy shall retain all books and records required by this Agreement for a period of not less than seven (7) years.

Reports.

Quarterly Reports. For the first three (3) quarters of the Conservancy Fiscal Year, the Conservancy shall furnish to the City by the end of the month following each such quarter (e.g. April 30, July 31, October 31), the following:

- A. A copy of the quarterly report provided to MassDOT pursuant to the Subsidy Agreement; and
- B. A quarterly report of the Conservancy's expenditure of the City's Greenway Contribution in substantially similar format to the MassDOT quarterly report.

Annual Financials. The Conservancy agrees to furnish to the City within 120 days after the end of each Conservancy Fiscal Year:

- A. Final quarterly report provided to MassDOT pursuant to the Subsidy Agreement;

- B. Final quarterly report provided to the BID Corp pursuant to the BID Corp Agreement;
- C. Final quarterly report of the Conservancy's expenditure of the City's Greenway Contribution in substantially similar format to the MassDOT quarterly report; and
- D. The Conservancy's Annual Report.

City's Right to Audit. The City will at all times and upon at least two (2) business days prior notification, which notification may be verbal, have the right to conduct audits and examinations and to make copies of the books and records maintained as required by this Agreement, no matter where such books and records are located. Such right may be exercised through any agent or employee of the City, or any certified public accountant designated by the City. Should the City discover either material weaknesses in internal control or errors in record keeping, the Conservancy shall correct such discrepancies promptly upon the City's request and shall inform the City in writing of the action taken to correct such audit discrepancies. Any and all audits conducted by the City shall be at the City's expense.

5) Termination; Remedies.

If either party fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, and such failure is not cured within thirty (30) days after written notice has been given to the defaulting party in accordance with the terms of this Agreement (or if a cure cannot reasonably be completed within such thirty (30) day period, a cure has not been commenced or is not diligently prosecuted to completion within such thirty (30) day period), then the non-defaulting party shall have the right to terminate this Agreement upon seven (7) days' additional written notice to the defaulting party.

6) Dispute Resolution.

The parties agree to use good faith and commercially reasonable efforts to resolve any disputes that may arise under this Agreement prior to initiating any formal proceedings.

7) Insurance.

Throughout the Term, the Conservancy shall maintain, as an operating expense of the Greenway, insurance of the types and with the limits required by the Conservancy Lease, which as of the Effective Date are as follows:

Workers' Compensation insurance with statutory limits required by the Commonwealth of Massachusetts.

Employer's Liability insurance with a minimum limit of \$500,000 per occurrence.

Commercial General Liability insurance, including, without limitation, premises and operations coverage, products and completed operations coverage, advertising and personal injury coverage, independent contractors liability coverage, contractual liability coverage, and terrorism coverage, with limits per occurrence for bodily injury and property damage of at least \$5,000,000, with an

annual aggregate of not less than \$5,000,000. Said limits shall apply to this Agreement notwithstanding any other contracts or agreements to which the Conservancy may be a party. The City and its members, directors, officers, and employees shall be named as additional insureds.

Commercial Property insurance covering all structures, fixtures, and equipment of the Greenway against all risks of physical damage or loss (including, but not limited to, loss due to fire, explosion, vandalism and malicious mischief, strike, riots and civil commotion, and water damage) on a replacement value basis. The City and its members, directors, officers, and employees shall be named as additional insureds.

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage liability, naming the City and its members, directors, officers, and employees as additional insureds.

The Conservancy shall also maintain, as an operating expense of the Greenway, Comprehensive crime (including Employee Dishonesty) insurance in the amount of \$1,000,000.

The Conservancy shall provide to the City upon request copies of certificates of insurance evidencing of required insurance coverages on or before the Effective Date and when coverage is renewed or replaced. The Conservancy's insurance shall be in force as of the Effective Date and shall remain continuously in force for the duration of the Term. The Conservancy shall provide the City at least thirty (30) days' advance written notice for any policy or coverage that will be canceled, not renewed, or materially changed.

8) Notices.

Each party providing notice pursuant to this Agreement shall use one of the following delivery methods, with the effectiveness for such method noted: (i) personal delivery, which shall be effective upon delivery; (ii) registered or certified mail, in each case, return receipt requested, which shall be effective upon delivery as indicated by the date on the signed receipt; or (iii) nationally recognized overnight courier, with all fees prepaid, which shall be effective upon delivery. Any such notice shall be addressed as shown below, except that any party may, by proper notice to the other, designate an alternative address for purposes of notice.

If to the Conservancy:

Rose Fitzgerald Kennedy Greenway
Conservancy, Inc.
185 Kneeland Street
Boston, MA 02111

With a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02144
Attention: Peter N. Kochansky, Esq.

If to the City:

1st Assistant Collector-Treasurer

City of Boston Treasury Department
City Hall, Room M-5
Boston, MA 02201

With a copy to:

Chief of Government Services
City of Boston Law Department
City Hall, Room 615
Boston, MA 02201

9) Compliance with Laws.

The Conservancy shall comply with all applicable federal, state, and local laws, ordinances, regulations, executive orders and rules that are now, or may in the future become, applicable to the Conservancy or the services to be performed by the Conservancy under this Agreement. The Conservancy shall be responsible for (1) obtaining all licenses, permits, and bonds required by any governmental agency having jurisdiction or authority over the Greenway or the services to be performed by the Conservancy under this Agreement and (2) paying all sales, consumer, use, income, employment, and other taxes. If the Conservancy shall discover any provisions of this Agreement or any direction provided by the City as contemplated herein which are contrary to or inconsistent with any such laws, ordinances, regulations, executive orders or rules, the Conservancy shall immediately report such inconsistency to the City in writing.

10) Limitation on Liability.

In no event shall the individual officers, directors, trustees, partners, shareholders, managing agents, employees, volunteers, or agents of the Conservancy or of any subsidiary wholly owned by the Conservancy, be personally liable hereunder. In no event shall the employees, volunteers, representatives or agents of the City be personally liable hereunder.

11) Independent Contractor; No Joint Venture.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing (1) an employer/employee relationship between the Parties, or (2) a partnership, joint venture, agency or any other similar mutual relationship between the Parties. The Conservancy shall have no power or authority to bind the City.

Any and all employees of the Conservancy or other personnel engaged in the performance of the services to be performed by the Conservancy under this Agreement shall be considered employees or subcontractors of the Conservancy only and not of the City; and the Conservancy shall be solely responsible for their conduct.

The Conservancy shall be solely liable for and shall pay all employer contributions and taxes imposed by the federal government and the Commonwealth of Massachusetts, and any and all claims that might arise, including claims under the Workers' Compensation Act of the Commonwealth of Massachusetts or any other state, on behalf of said employees or other persons while so engaged in the performance of the services to be performed by the Conservancy under this Agreement, shall be the sole obligation and responsibility of the Conservancy.

The Conservancy represents that it is and will continue to be an equal opportunity employer and agrees to advertise as such.

12) Miscellaneous.

Headings. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify, or aid in interpretation, construction, or meaning of the provisions of this Agreement.

Governing Law. The laws of the Commonwealth of Massachusetts shall govern all interpretations of this Agreement, without giving effect to its conflicts of law principles and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within Suffolk County, Massachusetts.

Partial Invalidity. If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable by a final decision of any court of competent jurisdiction, the remainder of this Agreement or the application of such provision to the persons or circumstances other than those as to which is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Amendment. No subsequent amendment to this Agreement shall be binding upon any party unless reduced to writing and signed by the parties.

Transfer of Interest. Neither the Conservancy nor the City shall assign, transfer, convey, or otherwise dispose of any interest in this Agreement in any manner, without the prior written approval of the other Party.

No Waiver. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of such provision. Any waiver shall be effective only if in writing and signed by a party's authorized representative.

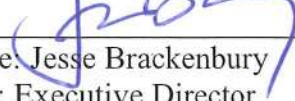
Entire Agreement. This Agreement constitutes the entire agreement regarding the subject matters set forth herein by the parties (or their affiliates) and supersedes all prior agreements, including without limitation that certain Greenway BID MOU, any side letters and understandings, whether written or oral, relating to the subject matter of this Agreement.

Counterpart Signatures; Authority. This Agreement may be executed and delivered in one or more counterparts, including by facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each person signed this Agreement on behalf of a signatory party represents and warrants that such person has been duly authorized and directed to execute and deliver this Agreement and that all corporate or other entity authorization has been secured in the manner provided by the governance documents of such signatory party and by applicable law.

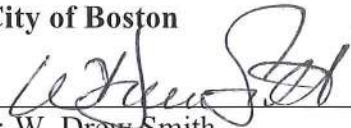
[Signature Page Follows]

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

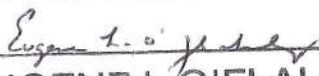
Rose Fitzgerald Kennedy Greenway Conservancy, Inc.

By: 
Name: Jesse Brackenbury
Title: Executive Director

The City of Boston

By: 
Name: W. Drew Smith
Title: Senior Deputy Treasurer, 1st Assistant Collector-Treasurer

APPROVED AS TO FORM
LAW DEPARTMENT

BY 
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

anc

Exhibit A

Greenway Standards

[see attached]

December 2006 (Revised December 2008, December 2017)

ROSE FITZGERALD KENNEDY GREENWAY CONSERVANCY

**GREENWAY PARKS
MAINTENANCE STANDARDS AND PRACTICES**

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I. PURPOSE

The Greenway Conservancy is committed to operating and maintaining the Greenway Parks to the highest standards of excellence in order to provide an optimal experience for park users and encourage public respect for the park amenities. Key to this commitment is establishing performance standards that will provide a guide for successful operations and a baseline for ongoing evaluation and improvement.

II. OVER-ARCHING PRINCIPLES GUIDING PARK MAINTENANCE

Parks will be maintained to a high standard of excellence. Excellence is defined by high standards in appearance and functionality, balanced with active public use and a commitment to environmentally sensitive practices. Maintenance will be supported by current Operation and Maintenance manuals and professional expertise to preserve the public asset. Consistent with available funding and resources, maintenance performance will be evaluated annually.

- To maximize efficiency and responsiveness, park maintenance will be managed and overseen by Conservancy professional staff.
- Preventative practices will drive certain aspects of park maintenance to avoid the costs and public disruption caused by deferred maintenance.
- Organic landscape management practices will be threaded through all aspects of park operations and maintenance activities. Key practices will focus on sound soil management, a preventative approach to pest and disease management, and resource conservation.
- Programming will be carefully managed to balance the goal of offering a diverse array of park experiences with the need to protect park resources for maximum use by the public. Please refer to the *Park Use Guidelines for Public Programming, Special Events and General Use* (at www.rosekennedygreenway.org/documents) for additional information.
- Public education and community involvement through a comprehensive volunteer program will be key practices used to support park operations and maintenance.
- Working in close cooperation with the Boston Police Department, there will be a commitment to ensuring safety and security within the parks on a 24/7 basis.
- Staff will work with City, State and other law enforcement to enforce Park rules as well as all applicable laws in effect on the Greenway.

- Regardless of any situation, best practice decisions will be made to prioritize the health and safety of visitors, and maintain the investment made by the people of Massachusetts.

III. PARK MAINTENANCE STANDARDS AND PRACTICES

Within the resources available, the Conservancy will proactively manage park assets in order that park maintenance can be scheduled and tracked effectively and efficiently.

1. HORTICULTURE

1.1 Soil Management

- 1.1.1 Establishing and maintaining healthy soils is the key horticultural maintenance practice in the parks. Planting soils will be tailored to support the specific horticultural requirements of the trees, planting beds and lawn areas. -Soils will be professionally tested on an as-needed basis consistent with current practice requirements for biological content, structural characteristics and pH to enable informed decisions about soil management.
- 1.1.2 Composting will be the primary means to maintain sound soil. Systematic composting procedures will be followed to produce compost recipes that are contaminant free and tailored to the horticultural needs of the plant materials.
- 1.1.3 Compost tea will be used as the primary means to further amend soil biology and optimize growing conditions and/or as part of a pest management strategy.

1.2 Disease and Pest Management

- 1.2.1 As part of the organic landscape program, no toxic chemical products (i.e. toxic pesticides, fungicides or herbicides) will be used in any of the parks unless specifically approved at a supervisory level. When deemed necessary, the option to perform a “rescue treatment” to NOFA (Northeast Organic Farming Association) standards is allowed.
- 1.2.2 Monitoring, diagnosis and selective treatment will be carried out by a knowledgeable professional staff as the key management approach to disease and pest control in the parks.
- 1.2.3 Treatment will be designed to address each infestation or disease on an individual basis after professional determination of the acceptable level of tolerance.

- 1.2.4 Pests and plant diseases will be controlled through the least invasive techniques and use of non-toxic products, examples of which would include wash downs, release of beneficial insects and when needed, horticultural oils and soaps.
- 1.2.5 Rodent control in the parks will focus on prevention through community education. Efforts will focus on developing effective trash management practices, engaging abutters and park users to minimize food waste, in addition to rigorous trash management efforts within the parks themselves.
- 1.2.6 Parks will be carefully monitored for evidence of rodent activities and control measures implemented immediately. Baiting will be limited, carefully controlled and in cooperation with the City's Inspectional Services Department.

1.3 Irrigation Management (also see Irrigation Maintenance Section 2.4)

- 1.3.1. The irrigation of all trees, planting beds and lawn areas will be managed according to the specific location, horticultural requirements of the plant material, and particular growing conditions to help maximize deep root growth and minimize water consumption.
- 1.3.2. All Greenway irrigation systems will be monitored on a routine basis. Malfunctioning or vandalized components will be addressed and shut down, adjusted, repaired or replaced as needed in a timely manner.

1.4. Tree Care

- 1.4.1. Tree care within the park, including pruning, incorporation of soil amendments, watering and pest/disease control will be directed and closely supervised by professionally trained staff and/or a certified arborist.
- 1.4.2. Trees will receive regular maintenance pruning by trained professionals as needed to promote optimal tree health and to eliminate potential hazards to public safety. For public safety, branch height will be maintained to a minimum of 7 feet above all walking surfaces.
- 1.4.3. All trees will be monitored on a routine basis for broken limbs or damage, and will be addressed within 24 to 48 hours to prevent further injury to the overall tree health. Any situation presenting a public safety hazard will be addressed immediately.
- 1.4.4. Because the tree root zone is critical to the overall health of the tree, particular attention will be paid to protection of this vulnerable area from

vehicles, material storage, equipment, heavy pedestrian traffic and dog damage.

- 1.4.5. An accurate inventory of all trees, including their location, date planted, and health will be maintained and updated annually.
- 1.4.6. Trees will be replaced when professionally trained staff or a certified arborist determine they are in an irreversible decline, they pose a potential public safety hazard or they cease to provide ornamental value within the park landscape. Tree removal will occur immediately in cases related to public safety. Other removals and replacement will be scheduled in line with the appropriate season and available resources.

1.5. Ornamental Plant Bed Care

- 1.5.1. All beds will be pruned, deadheaded and weeded on a regular basis to maintain a neat appearance and to promote optimum plant health. Beds will be cleaned of all trash on a continual basis.
- 1.5.2. Shrubs will be hand pruned by professional staff or supervised volunteers on an annual basis to promote optimum overall health, growth and floral bloom. Shearing, because of its detrimental impact on plant health, will only be permissible on hedge plantings specifically designed for this practice.
- 1.5.3. All planting areas will be spread with an approximate 2 inch layer of mulch annually in the Spring and renewed as needed throughout the year.
- 1.5.4. All beds will undergo continual assessment and maintenance to determine needs related to overall plant health, and to add/divide/remove plant material where needed.
- 1.5.5. In Fall and/or Winter, perennial plant foliage may be left for seasonal interest or cut back to neaten bed appearance and eliminate potential winter habitat for rodents. Stakes and rope line will be installed when necessary to protect plant material and/or areas susceptible to pedestrian traffic and/or damage by snow removal operations.
- 1.5.6. Plant material will be replaced with available resources (labor, time, and funding) when it has ceased to provide ornamental value or is determined to be in an irreversible state of decline.

1.6. Lawn Care

- 1.6.1. Lawn areas will be mowed on a schedule adjusted for seasonal growing conditions. Lawns will be kept to a height of approximately 2 to 3 1/2 inches and clippings will be left in place to add organic matter and nutrients back into the soil. All walkways will be blown clean of clippings after each mowing.
- 1.6.2. Lawns will be edged routinely during the growing season to maintain a neat appearance along paving and planting beds.
- 1.6.3. Lawns will be treated as needed using a combination of compost, and compost tea, and supplemented with organic fertilizer when needed to maintain a healthy nutrient recycling system. Optimally, lawns will be kept visually appealing, exhibiting a uniform rich green appearance.
- 1.6.4. All lawn areas will be aerated two times annually at varying depths depending on intensity of use and assessment of soil compaction.
- 1.6.5. Lawns will be monitored for holes or dead patches and either be over-seeded or replaced to maintain a uniform surface.
- 1.6.6. To protect lawns from excessive compaction and maximize their availability for general public use, lawn areas may be roped off for periods of time from Fall through Spring (depending on weather conditions). User-friendly signage will be installed to provide education and on-site messaging.
- 1.6.7. During periods of excessively wet weather, when lawns are saturated and most vulnerable to significant damage, public access to lawns may be temporarily restricted. A combination of fencing and signage may be used to protect the areas for maximum use during the season and reduce the incidence of replacement.
- 1.6.8. Lawn areas may be given a “resting” period following major scheduled events.

2. GENERAL MAINTENANCE

2.1. Site Cleaning and Trash Management

- 2.1.1 Litter and debris will be picked up daily, on a continual basis, keeping all planting and lawn areas, hard surfaces and fountains in a clean, well-kept appearance at all times. Collected trash will be removed from the site and not stockpiled overnight anywhere within the parks.

- 2.1.2 Once identified, graffiti will be removed within 24 to 48 hours.
- 2.1.3 Trash receptacles will be kept clean, monitored on a continual basis, and emptied regularly during the course of each day to prevent any overflowing conditions.
- 2.1.4 All paved surfaces will be kept clean and odor free. Walking surfaces will be washed-down, depending upon intensity of use to maintain a consistently clean condition. Park entry points experiencing intense use by the public and by dogs (particularly during the summer months) will be power washed to maintain a clean, odor free surface.
- 2.1.5 Park benches and seat walls will be washed down periodically and cleaned if surfaces experience incidental spills, etc. Peak summer months may require a more frequent cleaning cycle depending upon use. Cleaning products will be used which have minimal detrimental environmental effects and are consistent with manufacturer's specifications.
- 2.1.6 Park features, such as special gateway structures, pergolas, public art installations, lighting fixtures, signage, etc. will be kept clean of posters, stickers and trash, and washed on an as-needed basis to maintain a consistently clean surface area and appearance.
- 2.1.7 Catch basins will be kept clean and free of debris. Sumps will be cleaned out at least once per year to maintain unrestricted drainage.
- 2.1.8 To protect park paved surfaces and avoid soil compaction in planted areas, small maintenance vehicles will be used to travel or park within the park. Large vehicles will be discouraged within the park footprint unless necessary for the work being performed. Maintenance vehicles will be kept in good repair and subject to regular preventative maintenance servicing.

2.2 Snow Removal

- 2.2.1 Snow removal operations will be supervised by professional staff familiar with park plantings, paving and special features.
- 2.2.2 Outside contractors utilized in snow removal operations will be supervised by an on-site person familiar with the park layout.
- 2.2.3 Snow removal operations within the park will be carried out using smaller, lightweight vehicles that are easily maneuverable and will not damage park

surfaces or plant materials. Larger plows or trucks will not be permitted within the park footprint without prior approval of professional staff.

- 2.2.4 Snow and ice removal operations will focus on public safety. Priority will be given to high pedestrian traffic areas, particularly for peak travel periods. Particular attention will be paid to providing access for individuals with disabilities. Piling snow on lawn areas or planting beds is to be utilized only in the event of major snow accumulation when all surrounding hardscape options have been exhausted. Particular attention will be paid to freeing up catch basins for drainage of snow melt.
- 2.2.5 Snow/ice removal efforts will be based upon pro-active staff monitoring weather conditions to determine the most effective/efficient approach to address public safety and access issues.
- 2.2.6 Products used for snow/ice melt will be used sparingly and targeted towards public safety. Products will be used that are the least destructive to plants and to paved surfaces. Manufacturer's recommendations will be followed on products appropriate for use on the varied materials.
- 2.2.7 Paths and walkways constructed of loose aggregate material and some other tertiary walkways will not be cleared of snow or treated with ice-melt products. These walks will have signage indicating that they are not maintained in Winter.

2.3 Pavement, Steps, and Walls

- 2.3.1 All paved walking surfaces and stone seat walls will be continually monitored and kept in high quality conditions consistent with the original specifications and in accordance with manufacturer's instructions. Walking surfaces will be maintained at uniform heights to avoid trip hazards and minimize accessibility issues. Damaged or vandalized areas will be repaired.
- 2.3.2 Masonry features will be re-pointed on a regularly basis to maintain joint integrity and protect the paving/stone in accordance with the original installation specifications.
- 2.3.3 Drainage of walking surfaces will be closely monitored to avoid water pooling – particularly in winter months. Catch basins will be kept clear of debris. Sub-drain systems will be inspected and flushed, as necessary. Walking surfaces having "low points" will be identified, and placed on a priority list for re-grading to correct drainage problems.

2.4 Irrigation System Maintenance (also see Irrigation Management Section 1.3)

- 2.4.1 System mechanical and electrical components will be monitored on a regular basis. Malfunctioning or vandalized elements will be reported immediately and repaired or replaced by professional staff and/or skilled electricians and/or plumbers.
- 2.4.2 A thorough blow out/shut down of all elements of the park irrigation systems will be carried out on a systematic schedule each Fall by trained professionals.
- 2.4.3 When turning back on in the Spring, all irrigation system components will be fully inspected, tested, any malfunctioning elements repaired and the system adjusted for proper coverage.

2.5 Fountains

- 2.5.1 Trained professionals will rigorously monitor fountain operations to keep them safe, clean and continuously operative consistent with the intended function within the park landscape and in accordance with fountain manufacturer's maintenance specifications. Water quality and chemical balance; cleanliness of filters and traps; and proper functioning of mechanical and electrical equipment will be per manufacturer's recommendations and local requirements. Routine maintenance tasks required to maintain safe and proper fountain performance will be performed within 24 hours of determining an unsatisfactory condition exists.
- 2.5.2 Winterization and Spring turn-on will be performed on a regular schedule by trained professionals consistent with manufacturer's fountain maintenance specifications.
- 2.5.3 While respecting their design intent in the landscape, fountains will be operated and maintained as efficiently as possible to minimize excess water and energy consumption.

2.6 Lighting

- 2.6.1 Light fixtures will be monitored and kept in a state of repair such that no more than 10% of all lamps within each park are out at one time. All light fixtures within the parks will be checked periodically for outages. Lamps that serve a security function within the park will be replaced within 48 hours, as parts allow.

- 2.6.2 Ballast boxes, controls, automatic sensors and associated equipment will be monitored to insure proper working order and safe operating conditions consistent with building codes and manufacturer's specifications.
- 2.6.3 Lighting systems will be monitored and maintained to conserve electricity while maintaining the intended design and safety function with the park landscape. Luminaries will be cleaned as needed to support maximum lighting efficiency.
- 2.6.4 Fixtures will be cleaned and surface areas re-finished on a regular preventative maintenance schedule consistent with manufacturer's recommendations.

2.7 Site Furnishings

- 2.7.1 All furnishings and structures within the parks including benches, signage, structures and railings will be visually checked on an ongoing basis for damaged or vandalized components. Any situation which presents a potential public safety issue will be immediately remedied through removal or replacement, or made safe while repair or replacement is completed.
- 2.7.2 All furnishings and structures will be refurbished on a regular preventative maintenance schedule consistent with manufacturer's recommendations to protect the integrity of all surfaces.

2.8 Painted Surfaces

- 2.8.1 All painted surfaces shall be regularly inspected for wear, damage, peeling, scratches and fading.
- 2.8.2 All damaged painted surfaces shall be repainted as soon as practicable. Spot painting shall match existing colors.