

**SENATE . . . . . No.**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

**Brian A. Joyce**

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

An Act authorizing the leasing of ice rinks owned by the Commonwealth.

PETITION OF:

NAME:

Brian A. Joyce

DISTRICT/ADDRESS:

Norfolk, Bristol and Plymouth

# The Commonwealth of Massachusetts

In the Year Two Thousand and Nine

## AN ACT AUTHORIZING THE LEASING OF ICE RINKS OWNED BY THE COMMONWEALTH.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Notwithstanding section 54 of chapter 7 of the General Laws, the division of  
2 capital asset management and maintenance, on behalf of and in consultation with the department  
3 of conservation and recreation, is hereby authorized, notwithstanding sections 40E to 40I,  
4 inclusive, of chapter 7 of the General Laws and using such competitive proposal process as the  
5 commissioner of said division deems necessary or appropriate, to lease and enter into other  
6 agreements, for terms not to exceed 25 years, to or with 1 or more offerors who participate in  
7 that process, so as to provide for the continued use, operation, maintenance, repair and  
8 improvement of the following state-owned structures and facilities together with the land and  
9 appurtenances associated therewith: Emmons Horrigan O'Neill Memorial Rink, Charlestown;  
10 Devine Memorial Rink, Dorchester; Porazzo Memorial Rink, East Boston; Bajko Memorial  
11 Rink, Hyde Park; Steriti Memorial Rink, Boston; Murphy Memorial Rink, South Boston;  
12 LoConte Memorial Rink, Medford; Flynn Memorial Rink, Medford; Ulin Memorial Rink,  
13 Milton; Shea Memorial Rink, Quincy; Cronin Memorial Rink, Revere; Veterans Memorial Rink,  
14 Somerville; and Connell Memorial Rink, Weymouth, all of which hereinafter referred to as the  
15 properties; provided, however, that the division of capital asset management and maintenance, in  
16 consultation with the department of conservation and recreation shall prefer any proposal  
17 submitted by the city or town where the rink or rinks are located, or by a non-profit organization  
18 within the city or town where the rink or rinks are located, which complies with the requirements  
19 of this section

20 There shall be an option for renewal or extension for operations and maintenance services  
21 not exceeding an additional 5 years. Such renewal or extension shall be at the discretion of the  
22 division of capital asset management and maintenance in accordance with the original contract  
23 terms and conditions or contract terms and conditions more favorable to the state. All leases  
24 must contain a provision that requires the lessee to carry comprehensive general liability

25 insurance with the commonwealth named as a co-insured, protecting the commonwealth against  
26 all personal injury or property damage within the rink or on the land during the term of the lease.

27 Such leases and other agreements shall be on terms acceptable to the commissioner of the  
28 division of capital asset management and maintenance after consultation with the commissioner  
29 of the department of conservation and recreation, and, notwithstanding any general or special  
30 law to the contrary, shall provide for the lessees to manage, operate, improve, repair and  
31 maintain the properties. Any such leases or other arrangements requiring capital improvements  
32 to be made to any buildings or surface areas shall include a description of the required capital  
33 improvements and, at a minimum, performance specifications. Such leases and other agreements  
34 shall provide that any benefits to the commonwealth and the costs of improvements and repairs  
35 made to the properties provided by the tenants or the recipients of the properties shall be taken  
36 into account as part of the consideration for such leases or other agreements. The division, in  
37 consultation with the department, shall structure each lease or other agreement to minimize  
38 disturbance of the current rights of any tenants who may currently use any part of the rink or  
39 adjoining facilities, whether under a written lease or other arrangement. All consideration  
40 received from the leases or other agreements shall be payable to the department of conservation  
41 and recreation for deposit into the General Fund. The lessees of said properties shall bear all  
42 costs deemed necessary or appropriate by the commissioner of the division of capital asset  
43 management and maintenance for the transaction, including without limitation, all costs for legal  
44 work, survey, title and the preparation of plans and specifications.

45 (b) The division of capital asset management and maintenance, in consultation with and  
46 on behalf of the department of conservation and recreation, shall solicit proposals through a  
47 request for proposals which shall include key contractual terms and conditions to be incorporated  
48 into the contract, including but not limited to (1) a comprehensive list of all rinks operated by the  
49 responsive bidder or offeror in the last four years, (2) other facilities management or experience  
50 of the responsive bidder or offeror, (3) other skating or hockey management experience of the  
51 responsive bidder or offeror, (4) a residential discount program, (5) reservation policies, (6)  
52 proposed reasonable rates that will ensure continued public access, (7) required financial audits,  
53 (8) policies to encourage use of the rink by persons of all races and nationalities, (9) safety and  
54 security plans, (10) seasonal opening and closing dates, (11) hours of operation and (12) how the  
55 operator will satisfy the following ice time allocation guidelines. Ice time at rinks under the  
56 jurisdiction of the division of urban parks and recreation shall be allocated to user groups in the  
57 following priority order: general public skating; non-profit youth groups; school hockey; youth  
58 groups other than non-profit youth groups; and adult organizations or informal groups. Ice time  
59 may be allocated at the discretion of the operator, provided that general public skating shall be  
60 booked at a minimum of 12 hours per week, with a range of times and days which reasonably  
61 allow for public skaters of all ages to participate in some public skating sessions. Every effort  
62 shall be made to balance the ice allocation needs of long-established youth organizations and

63 newly formed youth organizations in a manner that provides equal opportunity and equal access  
64 for youths of each gender.

65           The inspector general shall review and approve any request for proposal issued by the  
66 division before issuance.

67           (c) It shall be a mandatory term of any request for proposals issued by the commissioner  
68 and of any contract entered into by the commonwealth with any party regarding the subject  
69 matter of this section that any party which has entered into a contract pursuant to this section  
70 with the commonwealth shall require, in order to maintain stable and productive labor relations  
71 and to avoid interruption of the operation of the rinks and to preserve the safety and  
72 environmental conditions of those rinks, that all employees currently working on the operation  
73 and maintenance of the rinks be offered employment by any party entering into a contract  
74 pursuant to this section. Upon the execution of any agreements authorized by this section, the  
75 department of conservation and recreation shall reassign or relocate those employees who do not  
76 accept employment with the lessor, to comparable positions within the department subject to  
77 applicable collective bargaining agreements.

78           (d) The provisions of any general or special law or rule or regulation relating to the  
79 advertising, bidding or award of contracts, to the procurement of services or to the construction  
80 and design of improvements shall not be applicable to any selected offeror which is awarded a  
81 contract pursuant to this section, except as provided in this section.

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