

# HOUSE . . . . . No. 34

By Mr. Jones of North Reading, petition of Bradley H. Jones, Jr., and others relative to ice rinks owned by the Commonwealth. Bonding, Capital Expenditures and State Assets.

## The Commonwealth of Massachusetts

### PETITION OF:

Bradley H. Jones, Jr.	Robert S. Hargraves
Mary S. Rogeness	Karyn E. Polito
George N. Peterson, Jr.	Susan Williams Gifford
John A. Lepper	Jeffrey Davis Perry
Viriato Manuel deMacedo	Paul J. P. Loscocco
Elizabeth A. Poirier	Donald F. Humason, Jr.

In the Year Two Thousand and Seven.

AN ACT RELATIVE TO 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 The commissioner of the division of capital asset management  
2 and maintenance, hereinafter referred to as the commissioner, on  
3 behalf of and in consultation with the department of conservation  
4 and recreation, hereinafter referred to as the department, is hereby  
5 authorized, notwithstanding sections 40E to 40J, inclusive, of  
6 chapter 7 of the General Laws and section 54 of said chapter, and  
7 using such competitive proposal process as the commissioner of said  
8 division deems necessary or appropriate, to enter into lease or other  
9 agreements, for terms not to exceed 25 years, to provide for the con-  
10 tinued use, operation, maintenance, repair and improvement of the  
11 following state-owned structures and facilities together with the land  
12 and appurtenances associated therewith: Emmons Horrigan O'Neill  
13 Memorial Rink, Charlestown; Devine Memorial Rink, Dorchester;  
14 Porazzo Memorial Rink, East Boston; Bajko Memorial Rink, Hyde  
15 Park; Steriti Memorial Rink, Boston; Murphy Memorial Rink, South  
16 Boston; LoConte Memorial Rink, Medford; Flynn Memorial Rink,  
17 Medford; Ulin Memorial Rink, Milton; Shea Memorial Rink,

18 Quincy; Cronin Memorial Rink, Revere; Veterans Memorial Rink,  
19 Somerville; and Connell Memorial Rink, Weymouth, all of which  
20 hereinafter referred to as the properties.

21 Any such lease shall or agreement shall contain a provision  
22 requiring the lessee to carry comprehensive general liability insur-  
23 ance with the commonwealth named as a co-insured and protecting  
24 the commonwealth against any and all personal injury or property  
25 damage within the rink and on the land during the term of the lease.

26 Such leases and other agreements shall be on terms acceptable to  
27 the commissioner after consultation with the department, and  
28 notwithstanding any general or special law to the contrary, shall pro-  
29 vide for the management, operation, improvement, repair, and main-  
30 tenance of the properties. Any provisions in such leases or  
31 agreements relative to capital improvements to the properties shall  
32 include (i) a description of the required capital improvements and  
33 (ii) performance specifications. Such leases and other agreements  
34 shall provide that any benefits to the commonwealth and the costs of  
35 improvements and repairs made to the properties provided by the  
36 tenants or the recipients of the properties shall be taken into account  
37 in determining the amount of lease payments. The commissioner, in  
38 consultation with the department, shall structure each lease or other  
39 agreement to minimize disturbance of the current rights of any ten-  
40 ants who may currently use any part of properties, whether under a  
41 written lease or other arrangement. All consideration paid in con-  
42 nection with any lease of the properties shall be deposited in the  
43 General Fund. The lessees of the properties shall bear all costs  
44 deemed necessary or appropriate by the commissioner of the divi-  
45 sion of capital asset management and maintenance for the transac-  
46 tion, including, without limitation, all costs for legal work, survey,  
47 title and the preparation of plans and specifications.

48 The division of capital asset management and maintenance, in  
49 consultation with and on behalf of the department of conservation  
50 and recreation, shall solicit proposals through a request for proposals  
51 which shall include key contractual terms and conditions to be incor-  
52 porated into the contract, including but not limited to (1) a compre-  
53 hensive list of all rinks operated by the responsive bidder in the last  
54 four years, (2) other facilities management or experience of the  
55 responsive bidder, (3) other skating or hockey management experi-  
56 ence of the responsive bidder, (4) a residential discount program,

57 (5) reservation policies, (6) proposed reasonable rates that will  
58 ensure continued public access, (7) required financial audits,  
59 (8) policies to encourage use of the rink by persons of all races and  
60 nationalities, (9) safety and security plans, (10) seasonal opening and  
61 closing dates, (11) hours of operation and (12) how the operator will  
62 satisfy the following ice time allocation guidelines. Ice time at rinks  
63 under the jurisdiction of the division of urban parks and recreation  
64 shall be allocated to user groups in the following priority order:  
65 general public skating; non-profit youth groups; school hockey;  
66 youth groups other than non-profit youth groups; and adult organiza-  
67 tions or informal groups. Ice time may be allocated at the discretion  
68 of the operator, provided that general public skating shall be booked  
69 at a minimum of 14 hours per week, with a range of times and days  
70 which reasonably allow for public skaters of all ages to participate in  
71 some public skating sessions. Every effort shall be made to balance  
72 the ice allocation needs of long-established youth organizations and  
73 newly formed youth organizations in a manner that provides equal  
74 opportunity and equal access for youths of each gender.

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

77 The division, in consultation with the department, when evalu-  
78 ating proposals that are otherwise comparable, shall prefer any pro-  
79 posal to lease a rink or rinks that is submitted by a city or town  
80 where the rink or rinks are located, or by a non-profit youth hockey  
81 organization in the city or town where the rink or rinks are located,  
82 provided that the proposal complies with the ice time allocation  
83 guidelines outlined above.

84 It shall be a mandatory term of any request for proposals issued  
85 by the commissioner and of any contract entered into by the com-  
86 monwealth with any party regarding the subject matter of this  
87 section that any party which has entered into a contract pursuant to  
88 this section with the commonwealth shall require, in order to main-  
89 tain stable and productive labor relations and to avoid interruption of  
90 the operation of the rinks and to preserve the safety and environ-  
91 mental conditions of those rinks, that all employees currently  
92 working on the operation and maintenance of the rinks be offered  
93 employment by any party entering into a contract pursuant to this  
94 section. Upon the execution of any agreements authorized by this  
95 section, the department of conservation and recreation shall reassign

96 or relocate those employees who do not accept employment with the  
97 lessor, to comparable positions within the department subject to  
98 applicable collective bargaining agreements.

99 The provisions of any general or special law or rule or regulation  
100 relating to the advertising, bidding or award of contracts, to the pro-  
101 curement of services or to the construction and design of improve-  
102 ments shall not be applicable to any selected lessee which is  
103 awarded a contract pursuant to this section, except as provided in  
104 this section.