

HOUSE No. 887

By Mr. Wallace of Boston (by request), petition of Brian P. Wallace and Thomas M. Menino relative to the operation and management of Spectacle Island. Environment, Natural Resources and Agriculture.

The Commonwealth of Massachusetts

In the Year Two Thousand and Seven.

AN ACT RELATIVE TO SPECTACLE ISLAND.

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. The purpose of this act is to provide for the proper
2 and consistent management of Spectacle Island, a certain parcel of
3 land in Boston Harbor, a portion of which was acquired by the Com-
4 monwealth of Massachusetts, Department of Environmental Man-
5 agement (now the Department of Conservation and Recreation), for
6 the Boston Harbor Islands State Park in accordance with Chapter
7 743 of the acts of 1970, and the balance for general municipal pur-
8 poses by the City of Boston (hereinafter collectively the “Owners”),
9 and to create Spectacle Island Park, a public park jointly operated
10 and managed by the Owners.

11 Spectacle Island Park (hereinafter the “Park”) is a public open
12 space containing, at mean low water, approximately 121 acres and
13 includes the land of Spectacle Island and any buildings and improve-
14 ments located thereon. The Park is part of the Boston Harbor Islands
15 National Recreation Area (hereinafter the “National Park Area ”),
16 which was established by the federal Omnibus Parks and Public
17 Lands Management Act of 1996, Section 1029 of Public Law 104-
18 333, 16 U.S.C. 460kkk, for the benefit of the public (hereinafter the
19 “Federal law, section 1029”). The National Park Area is adminis-
20 tered by the Boston Harbor Islands Partnership, which was estab-
21 lished by the federal law, Section 1029(e), to coordinate the
22 activities of the Federal, State, and local authorities and the private
23 sector in the development of the National Park Area. Establishment
24 of the National Park Area depends on the ongoing participation of

25 the owners and managers of the Boston Harbor Islands within the
26 National Park Area. Establishment of the National Park Area does
27 not “diminish, enlarge, or modify any right of the Commonwealth of
28 Massachusetts or any political subdivision thereof, to exercise civil
29 and criminal jurisdiction or to carry out State laws, rules and regula-
30 tions within the National Park Area.” (Federal law, Section
31 1029(d)2.) Words and terms used in this act, unless the context
32 clearly indicates otherwise, shall have the same meaning and be
33 interpreted consistent with the federal law to effectuate the purposes
34 of this act and said federal law.

1 SECTION 2. The Owners are hereby authorized, notwithstanding
2 any general or special law to the contrary, including but not limited
3 to Chapter 30B, and Chapter 7, Sections 40F through 40J, of the
4 General Laws, for the purposes of management, maintenance and
5 operation of the Park, including the delivery of programs, activities
6 and events for the educational, scientific, recreation and conserva-
7 tion benefit of the public, to jointly execute and deliver instruments
8 to lease the Park, including the necessary equipment, vehicles, ves-
9 sels and other Commonwealth or city owned material and resources,
10 for consideration described in Section 3 of this act, to Island
11 Alliance, Inc., a partner on the Boston Harbor Islands Partnership
12 and charitable corporation organized for the purposes of the lease
13 hereby authorized, or to another entity with similar purposes, which
14 is to provide the public with opportunities for recreation, education
15 and other activities and purposes consistent and compatible with the
16 protection, preservation, use and enjoyment of the Island Park by the
17 public, and the cooperative operation by the Owners and Island
18 Alliance, Inc., of the Park within the National Park Area. Notwith-
19 standing the foregoing, the Owners shall continue their management
20 obligations and responsibilities in the Park in accordance with their
21 respective mandates and this act, and shall operate and develop the
22 Park in accordance with those mandates and this act using best man-
23 agement practices, systems and technologies. Nothing in the lease
24 hereby authorized shall interfere with the public’s right to access the
25 Park without charge during the Park’s operating hours. Island
26 Alliance, Inc. or another lessee may, with the Owners’ prior
27 approval, enter into subleases and other agreements with private or
28 public entities for the purposes described herein, including contracts

29 for capital improvements to the Park, subject to applicable public
30 bidding laws and regulations, and the lease hereby authorized, if ter-
31 minated, shall allow continuation of the subleases at the discretion of
32 the Owners.

1 SECTION 3. The consideration for the lease or leases described
2 in section two shall be in the form of management, maintenance,
3 operations, improvements and programming of the Park and the
4 lessee's assumption of expenditures therefor, all as approved by the
5 Owners and carried out in accordance with the terms of a lease
6 agreement between the Owners and the lessee, with provision for
7 sustainable and self-supporting activities that advance the mission
8 and goals of the National Park Area. To support such expenditures,
9 the lessee may, as approved annually by the Owners under the lease
10 agreement and subject to audit, charge and collect reasonable fees
11 for participation in or access to programs, events, equipment and
12 services planned or provided by the lessee, and may generate income
13 and raise revenue through such means or through receipt of grants,
14 donations, gifts, services or otherwise. All amounts collected by the
15 lessee at or for the Park shall be held in trust for the benefit of the
16 public, shall not be commingled with other monies held by the
17 lessee for other purposes, and shall be directed to management,
18 improvement, maintenance, operation and programming of and for
19 the Park. Any amounts collected in excess of the expenditures
20 therefor, which expenditures may include a reasonable return on
21 investment approved in advance by Owners, shall be applied to a
22 reserve account for the benefit of the Park or may be assigned to the
23 National Park Area as approved by Owners.

1 SECTION 4. The Owners are each authorized, in accordance with
2 this act, to grant a lease for a period of up to twenty years to Island
3 Alliance, Inc. or other lessee for the Park, with provisions for exten-
4 sions to a maximum of 99 years, and to execute and deliver other
5 related documents to implement the provisions of this section and
6 act.

1 SECTION 5. The Owners shall provide a copy of any lease or
2 leases prepared in accordance with this act to the house and senate
3 committees on ways and means, the inspector general for the

4 Commonwealth of Massachusetts, and the clerk of the City of
5 Boston. The inspector general shall review and issue his comment to
6 the committees on ways and means and to the Department of Envi-
7 ronmental Management within 30 days of receipt of the lease agree-
8 ment.

9 Said lease, when executed by the Owners, shall be deemed con-
10 clusively authorized hereby, provided, however, that all provisions
11 therein are consistent with the provisions of this act. The Owners are
12 hereby authorized to execute and deliver a notice of such lease or
13 leases for recording and to execute and deliver any and all other
14 agreements and instruments related to the lease or leases authorized
15 hereby as may from time to time be necessary.

16 All capital improvements on Spectacle Island now or in the future
17 constructed thereon shall, unless such improvements are made by
18 Island Alliance, Inc. or other lessee and are specifically excepted by
19 Owners, be a real property asset of the owner of the land upon which
20 the improvement was erected without regard to by whom the
21 improvements were constructed or paid; provided, however, both
22 Owners shall have joint operation and management authority
23 thereof. All such capital improvements as well as the real estate
24 interests held by the Commonwealth and the city shall be jointly
25 managed by the Owners, and each is hereby specifically authorized
26 to expend funds on such management, including when necessary the
27 maintenance, operation, improvement and programming of and for
28 the Park without regard to the location at which such activities occur
29 on Spectacle Island. No Owner may dispose of, lease or otherwise
30 encumber any portion of Spectacle Island or its improvements
31 without the approval of the other Owner.

32 The lessee shall carry comprehensive general and public liability
33 insurance, with the Owners as co-insured, protecting the lessee and
34 the Owners against personal injuries and property damage occurring
35 on the Park, and such fire and extended risk insurance as deemed
36 appropriate by the Owners.

1 SECTION 6. The Owners are hereby authorized to enter into
2 other agreements necessary to facilitate governance of the Park and
3 further define the responsibilities of the lessee and Owners.

1 SECTION 7. Nothing in this act or the lease authorized by this act
2 shall interfere with or modify the rights or responsibilities of the
3 Owners, the Massachusetts Turnpike Authority, the Massachusetts
4 Highway Department, or any other participating party in connection
5 with the Central Artery/Third Harbor Tunnel Project and, in partic-
6 ular, the landfill or landfill closure or monitoring activities and miti-
7 gation and permitting requirements on Spectacle Island, or with any
8 installations or equipment associated therewith.