

# SENATE NO. 41

## AN ACT RELATIVE TO THE MAX ULIN RINK

*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  
3 department of conservation and recreation, is hereby authorized, notwithstanding sections 40E  
4 to 40I, inclusive, of chapter 7 of the General Laws and using such competitive proposal process  
5 as the commissioner of said division deems necessary or appropriate, to lease and enter into  
6 other agreements, for terms not to exceed 20 years, to or with 1 or more offerors who participate  
7 in that process, The Max Ulin Rink in the Town of Milton, so as to provide for the continued  
8 use, operation, maintenance, repair and improvement of the Max Ulin Rink and facilities  
9 together with the land and appurtenances associated therewith.

10 There shall be an option for renewal or extension for operations and maintenance  
11 services not exceeding an additional 5 years. Such renewal or extension shall be at the  
12 discretion of the division of capital asset management and maintenance in accordance with the  
13 original contract terms and conditions or contract terms and conditions more favorable to the

14 state. All leases must contain a provision that requires the lessee to carry comprehensive  
15 general liability insurance with the commonwealth named as a co-insured, protecting the  
16 commonwealth against all personal injury or property damage within the rink or on the land  
17 during the term of the lease.

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

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

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

58           The Town of Milton shall have the right of first refusal to lease and enter into the  
59 agreements authorized by this section in connection with the Max Ulin Rink.

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

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