

SENATE NO. 708

AN ACT MAKING PROVISIONS FOR THE MANAGEMENT AND OPERATION OF THE WALLACE CIVIC CENTER AND PLANETARIUM IN THE CITY OF FITCHBURG

*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. It is the purpose of this act to enable Fitchburg State College to manage, operate and
2 maintain the George R. Wallace Civic Center and the Alice G. Wallace Planetarium in the city of
3 Fitchburg. Its provisions shall be liberally construed to that end.

4 SECTION 2. For the purpose of this act, the following terms shall have the following
5 meanings unless the context clearly requires otherwise:-

6 “Civic Center”, the George R. Wallace Civic Center and the Alice G. Wallace Planetarium,
7 including all buildings and facilities that are a part thereof or appurtenant thereto and further
8 including the parcel of land described in section 3.

9 “College”, the board of trustees of Fitchburg State College or any person duly authorized to
10 act for said board.

11 “Commissioner”, the commissioner of the division of capital asset management and
12 maintenance.

13 “Division”, the division of capital asset management and maintenance.

14 SECTION 3. The city of Fitchburg is hereby authorized to lease to the commonwealth,
15 acting on behalf of the college, the parcel of land, together with any improvements thereon, that is

16 described in chapter 437, section 1, of the acts of 1969; and the division, acting for the
17 commonwealth on behalf of the college, is hereby authorized to lease said parcel from the city of
18 Fitchburg. Any such lease so made shall be for a term of ninety-nine years, shall be contingent on
19 the payment of one dollar, and shall be further contingent on the making of, and be coterminous
20 with, the lease between the commonwealth and the board of trustees of the Wallace Civic Center, so
21 called, as the same is authorized to be made by chapter 122, section 2E, item 7004-0097, of the acts
22 of 2006.

23 SECTION 4. Upon the making of any lease between the commonwealth, acting on behalf
24 of the college, and the city of Fitchburg pursuant to section 3 of this act, the college shall, any other
25 general or special law to the contrary notwithstanding, have full authority for the management,
26 maintenance and operation of the civic center, including, at all times and from time to time, the
27 following authorities:

- 28 (a) to establish all user or other fees, charges and assessments pertaining to the civic
29 center;
- 30 (b) to establish all rules and regulations for the use of the civic center or access thereto;
- 31 (c) to establish the priority and schedule of uses with respect to the whole or any
32 portions of the civic center;
- 33 (d) to enter into agreements with vendors, concessionaires, management companies and
34 any other person or entity, public or private, for the provision of any goods or
35 services in connection with the management, maintenance and operation of the civic
36 center; and

37 (e) to do any and every other act or deed deemed necessary or appropriate by it for the
38 management, maintenance and operation of the civic center.

39 Nothing in this section 4 shall be deemed to prohibit the college, whether pursuant to any
40 management or other agreement or any lease made pursuant to section 6, from conferring on any
41 other party to such agreement or lease any or all of its authorities under this act and to do so upon
42 such terms and subject to such requirements or limitations as it may deem necessary or appropriate.

43 SECTION 5. The college is hereby authorized and directed, upon the making of a lease
44 between the commonwealth and the city of Fitchburg pursuant to section 3 of this act, to establish
45 and maintain a trust fund for the purpose of holding, applying and expending the corpus thereof,
46 including any earnings thereon, for the management, maintenance and operation of the civic center.
47 In doing so, the college may segregate funds or other assets in various accounts or sub-accounts,
48 including reserve accounts or sub-accounts, all in such manner as it may deem appropriate from
49 time to time.

50 All moneys or other things of value paid to or received by the college or the commonwealth
51 in connection with the management, maintenance and operation of the civic center, whether
52 pursuant to any management or other agreement, any lease made pursuant to section 6, or
53 otherwise, shall be paid into, held upon and applied pursuant to the terms of the above described
54 trust fund for the management, maintenance and operation of the civic center. The college is
55 hereby authorized to expend moneys from the trust fund to reimburse itself and the commonwealth,
56 as may be appropriate, for costs either will or did incur, whether before or after the enactment of
57 this act, in connection with the management, maintenance and operation of the civic center,
58 including costs incurred in connection with the maintenance and management of said trust fund.

59 Any balance in the trust fund at the end of a fiscal year shall continue to be held in such trust
60 fund, shall remain available for expenditure in subsequent fiscal years, and shall not revert to the
61 General Fund. Such trust fund shall be subject to audit by the state auditor.

62 SECTION 6. Any other general or special laws to the contrary notwithstanding, the commissioner,
63 on behalf of, at the request of and in consultation with the college, is hereby authorized, at any time
64 and from time to time, using such competitive proposal process as the commissioner deems
65 necessary or appropriate, to lease, for a term in each case not to exceed twenty-five years, for, in
66 each case, all or any portion or portions of the civic center so as to provide for the continued use,
67 operation, maintenance, repair and improvement of the civic center on such terms as the
68 commissioner, in consultation with the college, shall determine, subject only to the requirements of
69 this act.

70 All such leases shall be on terms acceptable to the commissioner after consultation with the
71 college and, notwithstanding the provisions of any general or special law to the contrary, shall
72 provide that the lessee manage, operate, improve, repair and maintain all or any portion or portions
73 of the civic center. Any such lease requiring capital improvements to be made to any portion of the
74 civic center shall include a description of the required capital improvements and, at a minimum,
75 performance specifications. Any such lease shall provide that any benefits to the commonwealth
76 and the costs of improvements and repairs made to the civic center by the lessee shall be taken into
77 account as part of the consideration for such lease. All consideration received from any such lease
78 shall be payable into the trust fund established pursuant to section 5 of this act and shall be held,
79 applied and expended in accordance with the terms thereof. Any such lease shall contain a
80 provision that requires the lessee to carry comprehensive general liability insurance naming the

81 commonwealth as a co-insured, protecting the commonwealth and the college against all personal
82 injury or property damage at the civic center.

83 The lessee shall bear all costs deemed necessary or appropriate by the commissioner for the
84 transaction, including, without limitation, all costs for legal work, surveys, title examinations and
85 the preparation of plans and specifications.

86 The commissioner, in consultation with and on behalf of the college, shall, in connection
87 with the making of any such lease, solicit proposals through a request for proposals which shall
88 include key contractual terms and conditions to be incorporated into the lease, including but not
89 limited to (1) a comprehensive list of all rinks or other facilities operated by the responsive bidder
90 or offeror in the preceding four years, (2) other facilities management or experience of the
91 responsive bidder or offeror, (3) other skating or hockey management experience of the responsive
92 bidder or offeror, (4) proposed reasonable rates that will ensure continued public access, (5)
93 required financial audits, (6) policies to encourage use of the rink by persons of all races and
94 nationalities, and (7) safety and security plans.

95 The provisions of any general or special law or rule or regulation relating to the advertising,
96 bidding or award of contracts, to the procurement of services or to the construction and design of
97 improvements shall not be applicable to any selected offeror which is awarded a lease pursuant to
98 this section.