SENATE No. 2770

The Commonwealth of Massachusetts

PRESENTED BY:

Sal N. DiDomenico

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 adoption of the accompanying bill:

An Act authorizing the lease of the former Lee Pool Complex located in the city of Boston.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
Sal N. DiDomenico	Middlesex and Suffolk	
Jay D. Livingstone	8th Suffolk	
William N. Brownsberger	Second Suffolk and Middlesex	3/3/2020

By Mr. DiDomenico, a petition (accompanied by bill, Senate, No. 2770) (subject to Joint Rule 12) of Sal N. DiDomenico, Jay D. Livingstone and William N. Brownsberger for legislation to authorize the lease of the former Lee Pool Complex located in the city of Boston. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court (2019-2020)

An Act authorizing the lease of the former Lee Pool Complex located in the city of Boston.

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. (a) Notwithstanding sections 32 to 37 inclusive, of chapter 7C of the 2 General Laws or any other general or special law or rule or regulation to the contrary, the 3 commissioner of capital asset management and maintenance, in consultation with the 4 commissioner of conservation and recreation, shall enter into a 30-year lease and up to two 10-5 year extensions thereof with the Esplanade Association, Inc., a nonprofit organization, to design, 6 build and operate 1 or more facilities and fields at the site of the former Lee Pool Complex, 7 which contains 2 acres of land, more or less, and is located south of the State Police Barracks, 8 east and northeast of the Teddy Ebersol's Red Sox Fields complex, and west and northwest of 9 Storrow drive on the Charles River Esplanade in the city of Boston (collectively "the Property.") 10 No lease of the Property pursuant to this section shall be valid unless such lease provides that the 11 Property shall be used only for purposes which relate to the operation and programming of the 12 Charles River Esplanade Park or the fields and facilities within the Property site, which may

13 include but not be limited to: (i) for a newly-constructed maintenance and operations center to 14 include space for public bathrooms; (ii) horticultural operations space including mechanical 15 space; (iii) an operations work yard; (iv) compost area; (v) building operations and park 16 programs offices; (vi) outdoor covered porch space; (vii) outdoor performing arts or outdoor 17 learning space; (viii) removal and landscaping of existing parking areas; (ix) facility parking; (x) 18 river edge pedestrian pathway reconnections; (xi) storage space for materials and equipment 19 supporting the buildings, fields, park and related activities; (xii) public and community meeting 20 space; (xiii) indoor/outdoor roof deck programmatic and event space; (xiv) indoor or 21 indoor/outdoor café space; (xv) public lobby/visitors center; (xvi) enhanced landscaping for a 22 newly-constructed synthetic turf field with lighting for the entire parcel; and (xvii) for a newly-23 constructed multi-use indoor recreational facility.

(b) The department of conservation and recreation shall maintain any pathways created or
 reconnected through the project.

(c) The department of conservation and recreation and the board of directors of the
Esplanade Association, Inc. may enter into an agreement authorizing the Esplanade Association,
Inc. to manage and oversee the construction, refurbishment, repair and improvement to the fields
and facilities of the Property.

30 (d) The 30-year lease, any 10-year lease extensions, and other agreements executed under
31 this section shall be on terms and conditions acceptable to the commissioner of capital asset
32 management and maintenance, in consultation with the commissioner of conservation and
33 recreation, and for the consideration of \$1 per annum, a minimum of at least \$10,000,000
34 specified in section 5, and the annual operations and maintenance costs throughout the term

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35 specified in this section; provided, however, that the 30-year lease, two 10-year extensions, and 36 other agreements shall provide that: (i) the Esplanade Association, Inc. shall provide general 37 oversight, permitting, operations, and maintenance for the Property, inclusive of the land, 38 facilities, fields and appurtenances associated therewith during the term of the 30-year lease and 39 any 10-year extensions; (ii) the Esplanade Association, Inc. shall carry comprehensive general 40 liability insurance naming the commonwealth as a co-insured, protecting the commonwealth 41 against all claims for personal injury or property damage arising from or on land and 42 appurtenances associated therewith during the term of the lease; provided, however, that the 43 Esplanade Association, Inc. shall be responsible for all costs and expenses associated with 44 carrying comprehensive general liability insurance; (iii) the Esplanade Association, Inc. shall 45 receive and have custody of all revenues, usage and permit fees, naming rights sponsorships, and 46 concessions proceeds associated with use of the Property for the sole purpose of the design, 47 construction, operation and maintenance expenses of the Property over the course of the lease 48 with any excess funds being limited to being used towards the Esplanade Associations, Inc.'s 49 ongoing revitalization, maintenance, enhancement and programming of the Charles River 50 Esplanade Park itself; (iv) the Esplanade Association, Inc. under section 5, shall not design or 51 construct any facilities on the Property without the written approval of the commissioner of 52 capital asset management and maintenance and the commissioner of conservation and recreation; 53 and (v) the department of conservation and recreation shall be responsible for all utility costs, 54 subject to the 30-year lease and any 10-year extensions.

(e) The 30-year lease and any lease extensions under this act shall be reviewed by theinspector general for comment and recommendation.

(f) The division of capital asset management and maintenance shall file a record of any proposed construction or repairs to any facilities with the clerks of the house of representatives and senate, who shall forward the same to the joint committee on state administration and regulatory oversight 60 days before the effective date of the proposed construction, repair, lease extension, or any other agreement.

(g) Before entering into the 30-year lease, any lease extension, or other agreement
pursuant to this act, the commissioner of capital asset management and maintenance shall, in
consultation with the commissioner of conservation and recreation, determine the exact
boundaries of the Property after completion of a survey and consultation with the Esplanade
Association, Inc.

67 SECTION 2. The Esplanade Association, Inc. shall prioritize use for the Property that 68 promotes public access through community, recreational, cultural, or civic uses or through the 69 revitalization, enhancement, maintenance, care, and programming of the Charles River 70 Esplanade Park, subject to the terms of the lease negotiated pursuant to section 1.

SECTION 3. Except as hereinafter provided, the Esplanade Association, Inc. shall
determine, schedule and permit the use of the fields, facilities, land and appurtenances of the
Property, including the establishment of published user fees. The Esplanade Association, Inc.
shall ensure fair and reasonable use of the fields, facilities, land and appurtenances for practice
and games based upon the needs of the general public, youth sports leagues and other interested
users.

SECTION 4. Pursuant to any agreement executed pursuant to section 1, the Esplanade
 Association, Inc. shall be responsible for all costs and expenses, including costs associated with

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engineering, surveys, appraisals and lease preparation related to the 30-year lease, any lease
extensions, or any other agreements under this act.

81 SECTION 5. Esplanade Association, Inc. shall be responsible for all costs and expenses associated with any engineering, surveys, appraisals, construction, refurbishment, repair and 82 83 improvements to the Property; provided, however, that Esplanade Association, Inc. shall expend 84 a minimum of at least \$10,000,000 on the planning, design, construction, refurbishment, repair 85 and improvements. The department of conservation and recreation shall have approval authority 86 over the construction, refurbishment, repair and improvements to the Property and the Charles 87 River path described in section 1 to ensure that Esplanade Association, Inc. satisfies the 88 requirements of this act.

89 SECTION 6. Notwithstanding any general or special law or rule or regulation to the 90 contrary, any agreements authorized in this act relating to the advertising, bidding or awarding of 91 contracts, the procurement of services or to the construction and design of improvements shall 92 not be applicable to Esplanade Association, Inc.

93 SECTION 7. If the land, facilities, fields and appurtenances comprising the Property shall 94 cease to be used by the Esplanade Association, Inc. for the purposes and in the manner described 95 in this act or if the Esplanade Association, Inc. ceases to be the lessee at any time before the 96 conclusion of the lease term, the Property shall revert to the commonwealth upon such terms and 97 conditions as the commissioner of capital asset management and maintenance may determine, 98 and shall be assigned to the care, custody and control of the department of conservation and 99 recreation. Should the Property revert to the commonwealth, any further disposition thereof shall 100 be subject to sections 32 to 38, inclusive, of chapter 7C of the General Laws.

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101 SECTION 8. This act shall expire on July 31, 2070 or the termination of the last option 102 exercised under the lease described in section 1, whichever is later; provided however, that if no 103 lease is entered into with the Esplanade Association, Inc. pursuant to section 1 before December 104 31, 2024, this act shall expire on December 31, 2024. Upon such occurrence, the department of 105 capital asset management and maintenance shall notify the state secretary and the general court 106 of the date of the expiration of this act.