

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:	
<i>Sal N. DiDomenico</i>	<i>Middlesex and Suffolk</i>	
<i>Jay D. Livingstone</i>	<i>8th Suffolk</i>	
<i>William N. Brownsberger</i>	<i>Second Suffolk and Middlesex</i>	<i>3/3/2020</i>

SENATE No. 2770

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.

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

26 (c) The department of conservation and recreation and the board of directors of the
27 Esplanade Association, Inc. may enter into an agreement authorizing the Esplanade Association,
28 Inc. to manage and oversee the construction, refurbishment, repair and improvement to the fields
29 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

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.

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

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

62 (g) Before entering into the 30-year lease, any lease extension, or other agreement
63 pursuant to this act, the commissioner of capital asset management and maintenance shall, in
64 consultation with the commissioner of conservation and recreation, determine the exact
65 boundaries of the Property after completion of a survey and consultation with the Esplanade
66 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.

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

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

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

81 SECTION 5. Esplanade Association, Inc. shall be responsible for all costs and expenses
82 associated with any engineering, surveys, appraisals, construction, refurbishment, repair and
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.

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.