SENATE DOCKET, NO. 2246 FILED ON: 6/1/2012

SENATE . . . . . No. 2306

The Commonwealth of Massachusetts

PRESENTED BY:

William N. Brownsberger

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 Daly field complex located in the Brighton section of the city of Boston.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
William N. Brownsberger	

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SENATE . . . . . No. 2306

By Mr. Brownsberger, a petition (subject to Joint Rule 12) (accompanied by bill, Senate, No. 2306) of William N. Brownsberger for legislation to authorize the lease of the Daly field complex located in the Brighton section of the city of Boston. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

In the Year Two Thousand Twelve

An Act authorizing the lease of the Daly field complex located in the Brighton section of 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:

SECTION 1. Notwithstanding any other general or special law, rule or regulation to the contrary, the following entity shall have all the rights, powers and responsibilities enumerated herein: the Allston Brighton Friends of Daly Field, Inc. is a private, charitable, non-profit corporation created by articles of organization; duly filed with the secretary of state's office on August 29, 2011. The Daly Field complex shall be used for community, high school and collegiate athletic events, including tennis, football, softball, soccer, rugby, running, field hockey, lacrosse, crew, and other athletic events as determined by the board of directors of Allston Brighton Friends of Daly Field, Inc. Nothing in this act shall be construed as establishing the Allston Brighton Friends of Daly Field, Inc. as a governmental body.

SECTION 2. The Allston Brighton Friends of Daly Field, Inc. shall be governed by a board of directors consisting of: 15 members, 2 of whom shall be appointed by the governor, including 1 of whom shall be the commissioner of the department of conservation and recreation

13 or a designee; 3 of whom shall be appointed by the president of Simmons College, including 1
14 who shall serve as the chair of the board; 4 of whom shall be appointed by the principal of
15 Brighton high school; 2 of whom shall be residents of the Allston Brighton sections of the city of
16 Boston, including 1 whom shall be selected by the state representative representing the
17 seventeenth Suffolk district, and 1 whom shall be selected by the state representative
18 representing the eighteenth Suffolk district; 1 of whom shall be selected by the state senator
19 representing the second Suffolk and Middlesex district; 1 of whom shall be selected by the
20 executive director of Community Rowing, Incorporated; 1 of whom shall be selected by the
21 president of the Charles River Conservancy; and 1 of whom shall be appointed by the
22 Headmistress of Newton Country Day School of the Sacred Heart, to oversee the continued use,
23 daily operation and maintenance of the fields and facilities together with the land and
24 appurtenances known as the Daly Field complex. Members of the board shall be appointed for a
25 term of 3 years with no limit on the number of terms they may serve; provided, however,
26 members appointed by the governor shall serve for a term coterminous with that of the governor.
27 Members shall hold office until a successor is appointed.

28 Except as hereinafter provided, the department of conservation and recreation shall
29 determine and schedule the use of the fields, facilities, land and appurtenances of the Daly Field
30 complex. The department of conservation and recreation shall ensure fair and reasonable use of
31 the fields, facilities, land and appurtenances for practice and games based upon the needs of
32 Simmons College, the Allston, Brighton, and abutting communities, including Allston-Brighton
33 Little League, Incorporated, Brighton high school football, and public schools and youth sports
34 leagues from the Allston, Brighton, and abutting communities. The department of conservation
35 and recreation shall make every effort to balance the allocation of practice and game needs of

36 Simmons College, the Allston, Brighton, and abutting communities, including Allston-Brighton
37 Little League, Incorporated, and Brighton high school football in a manner that provides equal
38 opportunity, time and access. The department of conservation and recreation shall guarantee
39 adequate field time to meet the program needs of Simmons College and the needs of Brighton
40 high school football. The community needs, including Allston-Brighton Little League,
41 Incorporated and public schools and youth sports leagues from the Allston, Brighton, and
42 abutting communities, shall also be accommodated by the department of conservation and
43 recreation. Field needs shall include Simmons College practice and game time reserved on the
44 full Daly Field complex during weekdays from 5:30 P.M. to 9:30 P.M, from March to May,
45 inclusive and mid August to November, inclusive; provided that Brighton high school football
46 shall have reserved field time on Friday evenings from mid August to November, inclusive,
47 Allston-Brighton Little League, Incorporated, shall have reserved field time during weekdays
48 from 5:30 to 8:30 P.M., inclusive, from May to July, inclusive. Brighton high school football
49 shall have reserved field time during weekdays from 2:30 P.M. to 5:30 P.M., inclusive, and on
50 Friday evenings from mid August to November, inclusive. Saturdays shall be time reserved for
51 and shared between Simmons College and the Allston, Brighton, and abutting communities and
52 permitted through the department of conservation and recreation. Sundays shall be reserved for
53 the Allston, Brighton, and abutting communities and permitted through the department of
54 conservation and recreation. Any reserved times contained herein shall not be changed without
55 the approval of the entity having the benefit of the reservation. Parties with reserved times shall
56 notify the department of conservation and recreation of changes in usage or non-usage to
57 maximize public use of the field or Daly Field complex. The department of conservation and
58 recreation shall make every reasonable effort to permit during the reserved times if the field or

59 Daly Field complex are not being used by the above named parties. During all times when the
60 department of conservation and recreation does not permit usage of the field or the Daly Field
61 complex, the field and Daly Field complex shall remain open and accessible for informal
62 recreational usage by the general public. The board and the department of conservation and
63 recreation may review reserved times at board meetings or otherwise to maximize field use. All
64 remaining practice and game times shall be determined by the department of conservation and
65 recreation, in consultation with the board. The department of conservation and recreation shall
66 issue a report on the usage of the Daly Field complex and shall biannually file the report with the
67 Daly Field complex board of directors and elected officials in the Massachusetts legislature
68 representing Allston, Brighton, and abutting communities on or before January 1st and July 1st.
69 Brighton high school football, Allston-Brighton Little League, Incorporated, and public schools
70 and youth sports leagues from the Allston, Brighton, and abutting communities shall not be
71 responsible for any operating or use permit costs associated with the Daly Field complex.

72 SECTION 3. Notwithstanding sections 40E to 40 I, inclusive, of chapter 7 of the General
73 Laws or any other general or special law, rule or regulation to the contrary, the commissioner of
74 division of capital asset management and maintenance may, in consultation with the
75 commissioner of the department of conservation and recreation, enter into one 20 year lease and
76 may enter into one 10 year extension thereafter with the Allston Brighton Friends of Daly Field,
77 Inc. for the fields and facilities together with the land and appurtenances of the Daly Field
78 complex which is located east of the Daly Memorial Rink and west of the public launching ramp
79 parking lot on Nonantum Road in the Brighton section of the city of Boston. Simmons College
80 shall be responsible for all costs and expenses, including costs associated with any engineering,
81 surveys, appraisals and lease preparation related to the 20 year lease, the one 10 year extension

82 or other agreements authorized under this act. The one 10 year extension shall be automatically
83 granted if Simmons College makes a significant investment in the Daly Field complex within the
84 final years of the lease, if necessary, as determined by the department of conservation and
85 recreation.

86 The 20 year lease shall provide for the fields and facilities together with the land and
87 appurtenances, and a newly constructed or repaired synthetic turf field, synthetic football field,
88 running track, tennis courts, lighting for the entire parcel, bleacher seating for all fields, tennis
89 courts, and facilities to accommodate river access for crew and buildings, including press boxes,
90 home and visitor locker rooms, ticket booths, storage, concessions, and a path along the shore of
91 the Charles River extending from west of Daly Rink to the public access path at Community
92 Rowing, Incorporated immediately east of the Daly Field complex. The department of
93 conservation and recreation shall maintain this path. Simmons College, in consultation with the
94 department of conservation and recreation and the board of directors of the Allston Brighton
95 Friends of Daly Field, Inc., shall manage and oversee the construction, refurbishment, repair and
96 improvement to the fields and facilities of the Daly Field complex. Simmons College shall be
97 responsible for all costs and expenses associated with any engineering, surveys, appraisals,
98 construction, refurbishment, repair and improvements to the Daly Field complex; provided, that
99 Simmons College expends approximately $5,000,000 on the construction, refurbishment, repair
100 and improvements. Simmons College, in conjunction with the department of conservation and
101 recreation, shall conduct a traffic and parking study at the Daly Field complex and shall report
102 findings to the department of conservation and recreation, which will then distribute such
103 findings to elected officials in the Massachusetts legislature representing the Allston, Brighton,
104 and abutting communities who will then have 30 days thereafter to comment to the department

105 of conservation and recreation. The construction, refurbishment and repair of all fields, facilities,
106 land and appurtenances shall, where applicable, meet National Collegiate Athletic Association
107 rules, regulations and standards. The department of conservation and recreation shall have
108 approval over the construction, refurbishment, repair and improvements to the Daly Field
109 complex and Charles River path to ensure that Simmons College satisfies the provisions of this
110 paragraph.

111 Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General Laws or any
112 other general or special law, rule or regulation to the contrary, the 20 year lease, and the 10 year
113 extension and other agreements executed under this section shall be on terms, conditions and
114 consideration acceptable to the commissioner of the division of capital asset management and
115 maintenance, in consultation with the commissioner of the department of conservation and
116 recreation; provided, however, that the 20 year lease, and the 10 year extension and other
117 agreements shall provide that: (i) the Allston Brighton Friends of Daly Field, Inc. shall oversee
118 land, facilities, fields and appurtenances associated therewith during the term of the 20 year
119 lease and one 10 year extension; (ii) the Allston Brighton Friends of Daly Field, Inc. shall carry
120 comprehensive general liability insurance naming the commonwealth as a co-insured, protecting
121 the commonwealth against all claims for personal injury or property damage arising from land
122 and appurtenances associated therewith during the term of the lease; provided, that Simmons
123 College shall be responsible for all costs and expenses associated with carrying comprehensive
124 general liability insurance; (iii) the Daly Field complex shall be accessible to the general public
125 when not in use by permitees; (iv) the lessee shall be responsible for outreach and stewardship;
126 (v) the Allston Brighton Friends of Daly Field, Inc. shall not design or construct any facilities on
127 the parcel without the written approval of the commissioner of the department of capital asset

128 management and maintenance and the commissioner of the department of conservation and
129 recreation;(vi) Simmons College shall be responsible for utility costs, subject to the 20 year
130 lease and the one 10 year extension, and general day-to-day maintenance of the Daly Field
131 complex; and (vii) Simmons College shall be responsible for the maintenance of the synthetic
132 surface it shall install on the field.

133 The 20 year lease and the one 10 year lease extension shall be reviewed by the inspector
134 general for comment and recommendation. The division of capital asset management and
135 maintenance shall file any proposed construction or repairs to any facilities, with the house and
136 senate clerks, who shall forward the same to the joint committee on state administration and
137 regulatory oversight, the state representative from the seventeenth Suffolk district, the state
138 representative from the eighteenth Suffolk district and the state senator from the second Suffolk
139 and Middlesex district 60 days prior to the effective date of the proposed construction, repairs,
140 lease extension or any other agreement.

141 Before entering into the 20 year lease, the one 10 year extension or other any agreement
142 under this act the commissioner of capital asset management and maintenance shall, in
143 consultation with the commissioner of the department of conservation and recreation, determine
144 the exact boundaries of the Daly Field complex after completion of a survey.

145 The Board of Trustees of Simmons College shall contribute $500,000 to the department
146 of conservation and recreation for the sole purpose of funding a portion of the Watertown
147 Riverfront Park Restoration Project along Charles River Road in the town of Watertown, to be
148 paid as follows: $250,000 at the time of execution of the 20 year lease, and $250,000 upon
149 issuance of all permits required to proceed with construction.

150 SECTION 4. Notwithstanding any general or special law or rule or regulation to the
151 contrary, any agreements provided for under this act relating to the advertising, bidding or award
152 of contracts, the procurement of services or to the construction and design of improvements
153 shall not be applicable to Allston Brighton Friends of Daly Field, Inc.

154 SECTION 5. If the land, facilities, fields and appurtenances comprising the Daly Field
155 complex cease to be used by the Allston Brighton Friends of Daly Field, Inc. for the purposes
156 and in the manner described in this act or if the Allston Brighton Friends of Daly Field, Inc.
157 cease to be the lessee at any time before July 31, 2043, the Daly Field complex shall revert to
158 the commonwealth upon such terms and conditions as the commissioner of division of capital
159 asset management and maintenance may determine, and shall be assigned to the care, custody
160 and control of the department of conservation and recreation. Should the Daily Field complex
161 revert to the commonwealth, any further disposition thereof shall be subject to the provisions of
162 40E to 40J, inclusive, of chapter 7 of the General Laws.

163 SECTION 6. This act shall expire on July 31st 2043".