

**SENATE . . . . . No. 2383**

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The Commonwealth of Massachusetts

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Senate, July 26, 2012.

BILL #: S02306

BILL STATUS: Favorable with Amendment

DISSENTERS:

None

ACCOMPANIED BILLS:

None

For the committee,

STEPHEN M. BREWER

# SENATE . . . . . No. 2383

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The committee on Ways and Means, to whom was referred the Senate bill authorizing the lease of the Daly field complex located in the Brighton section of the city of Boston  
□(Senate, No. 2306); reports, recommending that the same ought to pass with an amendment substituting a new draft with the same title (Senate, No. 2383).

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## The Commonwealth of Massachusetts

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In the Year Two Thousand Twelve  
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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:*

1           SECTION 1. Notwithstanding sections 40E to 40I, inclusive, of chapter 7 of the General  
2 Laws or any other general or special law or rule or regulation to the contrary, the commissioner  
3 of capital asset management and maintenance, in consultation with the commissioner of  
4 conservation and recreation, may enter into a 20-year lease and a 1-time 10-year extension  
5 thereof with the Allston Brighton Friends of Daly Field, Inc., a nonprofit organization, for the  
6 fields and facilities, together with the land and appurtenances of the Daly Field complex which is  
7 located east of the Daly Memorial Rink and west of the public launching ramp parking lot on  
8 Nonantum road in the Brighton section of the city of Boston. The 1-time 10-year extension shall  
9 be granted if Simmons College or another entity makes a significant investment in the Daly Field  
10 complex within the final years of the lease, if necessary, as determined by the department of  
11 conservation and recreation.

12           The 20-year lease may provide for improvements to the fields and facilities, together  
13 with the land and appurtenances, and for a newly-constructed or repaired synthetic turf field,  
14 synthetic football field, running track, tennis courts, lighting for the entire parcel, bleacher  
15 seating for all fields, facilities to accommodate river access for crew and buildings, including  
16 press boxes, home and visitor locker rooms, ticket booths, storage, concessions and a path along  
17 the shore of the Charles River extending from west of Daly Memorial Rink to the public access  
18 path at Community Rowing, Inc. immediately east of the Daly Field complex, subject to the  
19 terms of leases on abutting properties. The department of conservation and recreation shall  
20 maintain this path. The department of conservation and recreation and the board of directors of  
21 the Allston Brighton Friends of Daly Field, Inc. may enter into an agreement with Simmons  
22 College or if Simmons College declines to enter any such agreement, then another entity,  
23 authorizing Simmons College or such other entity to manage and oversee the construction,  
24 refurbishment, repair and improvement to the fields and facilities of the Daly Field complex.

25           The 20-year lease and the 10-year extension and other agreements executed under this  
26 section shall be on terms, conditions and consideration acceptable to the commissioner of capital  
27 asset management and maintenance, in consultation with the commissioner of conservation and  
28 recreation; provided, however, that the 20-year lease and the 10-year extension and other  
29 agreements shall provide that: (i) the Allston Brighton Friends of Daly Field, Inc. shall provide  
30 general oversight for land, facilities, fields and appurtenances associated therewith during the  
31 term of the 20-year lease and the 1-time 10-year extension; (ii) the Allston Brighton Friends of  
32 Daly Field, Inc. shall carry comprehensive general liability insurance naming the commonwealth  
33 as a co-insured, protecting the commonwealth against all claims for personal injury or property  
34 damage arising from or on land and appurtenances associated therewith during the term of the

35 lease; provided, however, that Simmons College or other entity shall be responsible for all costs  
36 and expenses associated with carrying comprehensive general liability insurance; (iii) the Daly  
37 Field complex shall be accessible to the general public when not in use by permittees; (iv) the  
38 lessee shall be responsible for outreach and stewardship; (v) the Allston Brighton Friends of  
39 Daly Field, Inc., or Simmons College or other entity, under section 5, shall not design or  
40 construct any facilities on the parcel without the written approval of the commissioner of capital  
41 asset management and maintenance and the commissioner of conservation and recreation; (vi)  
42 Simmons College or another entity shall be responsible for all utility costs, subject to the 20-  
43 year lease and the 10-year extension, and for the general day-to-day maintenance of the Daly  
44 Field complex; and (vii) Simmons College or another entity shall install and maintain the  
45 synthetic surface on the field.

46           The 20-year lease and the 1-time 10-year lease extension shall be reviewed by the  
47 inspector general for comment and recommendation. The division of capital asset management  
48 and maintenance shall file a record of any proposed construction or repairs to any facilities with  
49 the clerks of the house and senate, who shall forward the same to the joint committee on state  
50 administration and regulatory oversight 60 days before the effective date of the proposed  
51 construction, repair, lease extension or any other agreement.

52           Before entering into the 20-year lease, the 1-time 10-year extension or other any  
53 agreement under this act, the commissioner of capital asset management and maintenance shall,  
54 in consultation with the commissioner of conservation and recreation, determine the exact  
55 boundaries of the Daly Field complex after completion of a survey.

56 SECTION 2. The Allston Brighton Friends of Daly Field, Inc. shall use the property  
57 solely for community, high school and collegiate athletic events, including tennis, football,  
58 softball, soccer, rugby, running, field hockey, lacrosse, crew, and any other athletic events as  
59 determined by the board of directors of Allston Brighton Friends of Daly Field, Inc., subject to  
60 the terms of the lease negotiated under section 1. The property shall remain open to the public at  
61 times when the Daly Field complex is not reserved under section 3.

62 SECTION 3. Except as hereinafter provided, the department of conservation and  
63 recreation shall determine, schedule and permit the use of the fields, facilities, land and  
64 appurtenances of the Daly Field complex, according to regulations promulgated by the  
65 department. The department of conservation and recreation shall ensure fair and reasonable use  
66 of the fields, facilities, land and appurtenances for practice and games based upon the needs of  
67 Simmons College, Brighton High School football, the Allston-Brighton Little League, Inc.,  
68 public schools and youth sports leagues from the Allston, Brighton and abutting communities  
69 and the general public. The department may permit the following reserved field needs: (i)  
70 Simmons College practice and game time on the full Daly Field complex Monday to Friday,  
71 inclusive, from 5:30 P.M. to 9:30 P.M., from March to May, inclusive and mid-August to  
72 November, inclusive; provided, however, that Brighton High School football shall have reserved  
73 field time Monday to Friday from 2:30 P.M. to 5:30 P.M. and on Friday evenings from mid-  
74 August to November, inclusive; (ii) Allston-Brighton Little League practice and game time  
75 Monday to Friday, inclusive, from 5:30 to 8:30 P.M. from May to July, inclusive; (iii) Simmons  
76 College or another entity, the Allston Brighton neighborhood and abutting communities and the  
77 general public on each Saturday; and (iv) Allston, Brighton and abutting communities and the  
78 general public on each Sunday. Any reserved times contained herein shall not be changed

79 without the approval of the entity having the benefit of the reservation. Parties with reserved  
80 times shall notify the department of changes in usage or non-usage to maximize public use of the  
81 field or Daly Field complex. The department of conservation and recreation shall make every  
82 reasonable effort to permit use by the general public during the reserved times if the field or the  
83 Daly Field complex are not being used by the above named parties. During all times when the  
84 department of conservation and recreation does not permit usage of the field or the Daly Field  
85 complex, the field and Daly Field complex shall remain open and accessible for informal  
86 recreational use by the general public. The Allston Brighton Friends of Daly Field, Inc. and the  
87 department may review reserved times at board meetings or otherwise to maximize field use. All  
88 remaining practice and game times shall be determined by the department, in consultation with  
89 the Allston Brighton Friends of Daly Field, Inc. The department of conservation and recreation  
90 shall issue a report on the usage of the Daly Field complex and shall biannually file the report  
91 with the Allston Brighton Friends of Daly Field, Inc., the clerks of the house of representatives  
92 and senate and the clerks of abutting communities on or before January 1 and July 1. Brighton  
93 High School football, Allston-Brighton Little League, Inc., and public schools and youth sports  
94 leagues from the Allston Brighton neighborhood and abutting communities shall not be  
95 responsible for any operating or use permit costs associated with the Daly Field complex.

96 SECTION 4. Pursuant to any agreement executed under section 1, Simmons College or  
97 another entity shall be responsible for all costs and expenses, including costs associated with  
98 engineering, surveys, appraisals and lease preparation related to the 20-year lease, the 1-time 10-  
99 year extension or any other agreements under this act.

100 SECTION 5. Simmons College or another entity shall be responsible for all costs and  
101 expenses associated with any engineering, surveys, appraisals, construction, refurbishment,

102 repair and improvements to the Daly Field complex; provided, however, that Simmons College  
103 or another entity shall expend approximately \$5,000,000 on the construction, refurbishment,  
104 repair and improvements. In no event shall the commonwealth be required to contribute to any  
105 of those costs. The construction, refurbishment, repair and improvements of the 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 authority over the construction, refurbishment, repair and improvements to the Daly  
109 Field complex and the Charles River path described in section 1 to ensure that Simmons College  
110 or another entity satisfies the requirements of this act.

111 SECTION 6. Simmons College or another entity, in consultation with the department of  
112 conservation and recreation, shall conduct a traffic and parking study at the Daly Field complex  
113 and shall report its findings to the department of conservation and recreation not later than March  
114 1, 2013, and the department shall forward those findings to the clerks of the senate and house of  
115 representatives and the city and town clerks of abutting communities who shall have 30 days  
116 thereafter to comment to the department of conservation and recreation.

117 SECTION 7. The board of trustees of Simmons College or another entity shall contribute  
118 \$500,000 to the department of conservation and recreation for the sole purpose of funding a  
119 portion of the Watertown Riverfront Park Restoration Project along Charles River road in the  
120 city known as the town of Watertown, which shall be paid as follows: (i) \$250,000 at the time of  
121 execution of the 20-year lease authorized in section 1 between the division of capital asset  
122 management and maintenance, in consultation with the department of conservation and  
123 recreation, Allston Brighton Friends of Daly Field, Inc. and (ii) \$250,000 upon issuance of the  
124 permits required to proceed with construction.

125 SECTION 8. Notwithstanding any general or special law or rule or regulation to the  
126 contrary, any agreements authorized in this act relating to the advertising, bidding or awarding of  
127 contracts, the procurement of services or to the construction and design of improvements shall  
128 not be applicable to Allston Brighton Friends of Daly Field, Inc.

129 SECTION 9. If the land, facilities, fields and appurtenances comprising the Daly Field  
130 complex shall cease to be used by the Allston Brighton Friends of Daly Field, Inc. for the  
131 purposes and in the manner described in this act or if the Allston Brighton Friends of Daly Field,  
132 Inc. ceases to be the lessee at any time before July 31, 2043, the Daly Field complex shall revert  
133 to the commonwealth upon such terms and conditions as the commissioner of capital asset  
134 management and maintenance may determine, and shall be assigned to the care, custody and  
135 control of the department of conservation and recreation. Should the Daily Field complex revert  
136 to the commonwealth, any further disposition thereof shall be subject to 40E to 40J, inclusive, of  
137 chapter 7 of the General Laws.

138 SECTION 10. This act shall expire on July 31, 2043; provided, however if no lease is  
139 entered into with the Allston Brighton Friends of Daly Field, Inc, under section 1 by December  
140 31, 2014, this act shall expire on December 31, 2014.