

SENATE No. 1488

The Commonwealth of Massachusetts

PRESENTED BY:

John Hart, Jr.

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 passage of the accompanying bill:

An Act to clarify the joint use and operation of Spectacle Island.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>John Hart, Jr.</i>	<i>First Suffolk</i>
<i>Mayor Thomas M. Menino</i>	<i>Boston City Hall</i> <input type="checkbox"/> <i>1 City Hall Plaza, Suite 500</i> <input type="checkbox"/> <i>Boston, MA 02201-2013</i>
<i>Carlo Basile</i>	<i>1st Suffolk</i>

SENATE No. 1488

By Mr. Hart, a petition (accompanied by bill, Senate, No. 1488) of John Hart, Jr., Mayor Thomas M. Menino and Carlo Basile for legislation to clarify the joint use and operation of Spectacle Island. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

In the Year Two Thousand Thirteen

An Act to clarify the joint use and operation of Spectacle Island.

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. The purpose of this act is to provide for the proper and consistent
2 management of Spectacle Island, located in Boston Harbor, a portion of which is owned by the
3 commonwealth of Massachusetts, department of conservation and recreation, acquired for the
4 Boston Harbor Islands State Park in accordance with chapter 743 of the acts of 1970, and the
5 remaining portion of the island owned by the city of Boston, under the care and control of the
6 parks and recreation department (hereinafter collectively the "Owners"), and to create Spectacle
7 Island Park, a public park jointly operated and managed by the Owners.

8 SECTION 2. Spectacle Island is hereby established as Spectacle Island Park (hereinafter
9 the "Park"), a public open space containing at mean low water approximately 121 acres of land
10 and certain improvements, including without limitation a visitor center, pier and marina. The
11 Park is part of the Boston Harbor Islands National Recreation Area (hereinafter the "Recreation
12 Area"), which was established by the federal Omnibus Parks and Public Lands Management Act
13 of 1996, section 1029 of Public Law 104-333, 16 U.S.C. 460kkk, as amended (hereinafter the
14 "Federal enabling law ") for the benefit of the public. The Recreation Area is administered in
15 partnership by the National Park Service, Commonwealth of Massachusetts, City of Boston , and
16 others in accordance with the provisions of law generally applicable to units of the National Park
17 System. The Boston Harbor Islands Partnership, which was established by the Federal enabling
18 law, coordinates the activities of federal, state, and local authorities and the private sector in the
19 development and implementation of a management plan for the Recreation Area. Pursuant to the
20 Federal enabling law, 16 U.S.C. 460kkk (d)(2), establishment of the Recreation Area does not
21 "diminish, enlarge, or modify any right of the commonwealth of Massachusetts or any political

22 subdivision thereof to exercise civil and criminal jurisdiction or to carry out state laws, rules and
23 regulations within the Recreation Area."

24 To effectuate the purposes of this act and the Federal enabling law, words and terms used
25 in this act, unless the context clearly indicates otherwise, shall be interpreted to be consistent
26 with and shall have the same meaning as the Federal enabling law, 16 U.S.C. 460kkk, as
27 amended.

28 SECTION 3. The Owners are hereby authorized, notwithstanding any general or special
29 law to the contrary, including but not limited to chapter 7, chapter 29, and chapter 30B of the
30 general laws, to jointly operate, manage, control and improve the Park for the purposes of
31 consistent and effective management, maintenance and operation of the Park, including the
32 delivery of programs, activities and events for the educational, scientific, recreation and
33 conservation benefit of the public. Included in such joint operation and management is the
34 authority of the Owners and each of them to expend funds for the purposes set forth in this act
35 without regard to the location or area of implementation within the Park that the activity will
36 occur or the use that will be made, including on land or property of the other Owner, together
37 with the authority to jointly or severally execute and deliver contracts or other agreements for
38 improvement of the Park, including without limitation contracts for site work, building
39 construction and repair, fabrication or installation of temporary or permanent buildings or
40 structures, utilities, conduits, equipment, vegetation or plantings, or other fixtures, infrastructure
41 or improvements to the Park, and for repair of the same; to jointly or severally execute and
42 deliver contracts or other agreements to purchase equipment, material and supplies for the Park,
43 including vehicles or vessels, and for repair of the same; to jointly or severally execute and
44 deliver contracts or other agreements with and to each other or to others for the delivery or
45 performance of programs, activities and events for the educational, scientific, recreation and
46 conservation benefit of the public, including without limitation applications for, issuance or
47 execution of grant agreements, contracts, or special permits or licenses for operation of
48 concessions or private functions and events; to jointly or severally execute and deliver contracts
49 or other agreements for the provision of transportation to, from or within the Park; to jointly or
50 severally execute and deliver contracts or other agreements for monitoring and maintenance of
51 the landfill and its components located on Spectacle Island, and to carry out their respective
52 obligations under existing memoranda and agreements between the department of conservation
53 and recreation, the department of transportation, and the city of Boston relating thereto, and, with
54 regard to all such contracts, agreements and memoranda, to reimburse the other Owner for costs
55 incurred for the joint operation and management of the Park or the landfill. Notwithstanding the
56 foregoing, the Owners shall continue their management obligations and responsibilities in the
57 Park in accordance with their respective mandates and enabling authority, and shall operate and
58 develop the Park in accordance with those mandates and authority and this act using best
59 management practices, systems and technologies.

60 SECTION 4. Nothing in this act shall be interpreted to relieve the Owners from
61 procuring goods or services in accordance with applicable public bidding laws and requirements,
62 but the Owners are hereby authorized to do so without regard to the location or area of
63 implementation in the Park on which those goods or services are provided.

64 SECTION 5. Nothing in this act shall be interpreted to require or obligate either Owner
65 to transfer funds to the other or to any other party, or expend funds or provide services not
66 otherwise agreed to or approved by the respective Owner, or not otherwise supported by
67 accounts or appropriations available to an Owner.

68 SECTION 6. Unless otherwise provided by written agreement of the Owners, all capital
69 or site improvements now or in the future constructed or located in the Park shall be a real
70 property asset of the owner of the land upon which the improvement is made, without regard to
71 by whom the improvements were constructed or paid. Nothing in this act shall be interpreted to
72 authorize an Owner to seek to or to dispose of, lease, encumber, grant temporary or permanent
73 rights in, construct on, occupy, or to otherwise affect any property or property interest of the
74 other Owner without the participation and consent of the other Owner; provided further that no
75 Owner may dispose of, lease, encumber, or grant temporary or permanent rights in the Park
76 without the approval of the other Owner.

77 SECTION 7. Nothing in this act shall modify, amend, limit or interfere with the
78 rights or responsibilities of the Owners, the Massachusetts department of transportation, or any
79 other participating party in construction or management of the Central Artery Third Harbor
80 Tunnel project and, in particular, the landfill or landfill closure or monitoring activities and
81 mitigation and permitting requirements on Spectacle Island, or any installations or equipment
82 associated therewith.