

2016 -- H 7563

=====  
LC003899  
=====

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2016

—————  
A N A C T

RELATING TO PUBLIC PROPERTY AND WORKS - PUBLIC-PRIVATE PARTNERSHIPS -  
PUBLIC PURPOSE FACILITY UPGRADE ACT

Introduced By: Representatives Shekarchi, McEntee, O'Brien, Ackerman, and  
McKiernan

Date Introduced: February 11, 2016

Referred To: House Finance

It is enacted by the General Assembly as follows:

1           SECTION 1. Legislative findings and intent. The general assembly finds that there is a  
2 public need for the construction, rehabilitation, and upgrade of facilities used for public purposes,  
3 and that it is in the public interest to provide for such construction, rehabilitation, and upgrade of  
4 such facilities.

5           (1) There is a public need for timely and cost-effective acquisition, design, construction,  
6 improvement, renovation, expansion, equipping, maintenance, operation, implementation, or  
7 installation of projects serving a public purpose, including educational facilities, transportation  
8 facilities, water, or wastewater management facilities, and infrastructure, technology  
9 infrastructure, and other public infrastructure and government facilities within the state which  
10 serve a public need and purpose, and that such public need may not be wholly satisfied by  
11 existing procurement methods.

12           (2) There are inadequate resources to develop new educational facilities, transportation  
13 facilities, water or wastewater management facilities and infrastructure, technology infrastructure,  
14 and other public infrastructure and government facilities for the benefit of residents of this state,  
15 and that a public-private partnership has demonstrated that it can meet the needs by improving the  
16 schedule for delivery, lowering the cost, and providing other benefits to the public.

17           (3) A procurement under the new chapter established by this act serves the public purpose  
18 of this act if such procurement facilitates the timely development or one operating of a qualifying

1 project.

2 It is the intent of the general assembly to encourage investment in the state by private  
3 entities; to facilitate various bond financing mechanisms, private capital, and other funding  
4 sources for the development and operation of qualifying projects, including expansion and  
5 acceleration of such financing to meet the public need; and to provide the greatest possible  
6 flexibility to public and private entities contracting for the provision of public services.

7 SECTION 2. Title 37 of the General Laws entitled "PUBLIC PROPERTY AND  
8 WORKS" is hereby amended by adding thereto the following chapter:

9 CHAPTER 25

10 PUBLIC-PRIVATE PARTNERSHIPS - PUBLIC PURPOSE FACILITY UPGRADE ACT

11 **37-25-1. Procurements through public-private partnerships.** -- Notwithstanding any  
12 provision of the general or public laws to the contrary, the general assembly hereby authorizes the  
13 executive branch and all its departments, agencies, and offices of the state and all city and town  
14 authorities to solicit and to accept all such procurements made pursuant to a public-private  
15 partnership between such entities and qualifying private entities for qualifying projects.

16 **37-25-2. Implementation of rules and regulations.** -- Consistent with the duties  
17 described in §37-2-9, the chief purchasing officer shall implement, consider, and decide matters  
18 of policy, and have the power of review with respect to the implementation of such rules and  
19 regulations and policy determinations regarding public-private partnerships under this chapter.  
20 The chief purchasing officer may also promulgate further rules and regulations if necessary to  
21 effectuate the intent of this chapter.

22 **37-25-3. Definitions – Public-private partnerships.** -- As used in this section:

23 (1) "Affected local jurisdiction" means the state, city, town, or special district in which all  
24 or a portion of a qualifying project is located;

25 (2) "Develop" means to plan, design, finance, lease, acquire, install, construct, or expand;

26 (3) "Fees" means charges imposed by the private entity of a qualifying project for use of  
27 all or a portion of such qualifying project pursuant to a comprehensive agreement;

28 (4) "Lease payment" means any form of payment, including a land lease, by a public  
29 entity to the private entity of a qualifying project for the use of the project;

30 (5) "Material default" means a nonperformance of its duties by the private entity of a  
31 qualifying project which jeopardizes adequate service to the public from the project;

32 (6) "Operate" means to finance, maintain, improve, equip, modify, or repair;

33 (7) "Highway or heavy construction" means the construction, upkeep, maintenance and  
34 repair of the state's highways, runways, roads and bridges, including the repaving or resurfacing

1 of the same:

2 (8) "Private entity" means any natural person, corporation, general partnership, limited  
3 liability company, limited partnership, joint venture, business trust, public benefit corporation,  
4 nonprofit entity, or one other private business entity;

5 (9) "Proposal" means a plan for a qualifying project with detail beyond a conceptual level  
6 for which terms such as fixing costs, payment schedules, financing, deliverables, and project  
7 schedule are defined;

8 (10) "Qualifying project" means:

9 (i) A facility or project that serves a public purpose, including, but not limited to, any  
10 ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or  
11 project, transportation facilities, technology infrastructure, fuel supply facility, oil or gas pipeline,  
12 medical or nursing care facility, or educational facility or other building or facility that is used or  
13 will be used by a public educational institution, or any other public facility or infrastructure that is  
14 used or will be used by the public at large or in support of an accepted public purpose or activity;

15 (ii) An improvement, including equipment, of a building that will be principally used by a  
16 public entity or the public at large or that supports a service delivery system in the public sector;

17 (iii) A water, wastewater, or surface water management facility or other related  
18 infrastructure; or

19 (iv) Notwithstanding any provision of this section, for projects that involve a facility  
20 owned or operated by the governing board of a city or town, district, or hospital or health care  
21 system, or projects that involve a facility owned or operated by an electric utility, only those  
22 projects that the governing board designates as qualifying projects pursuant to this section;

23 (11) "Responsible public entity" means the state, a city, town, district, school board, or  
24 any other political subdivision of the state; a public body corporate and politic; or a regional  
25 entity that serves a public purpose and is authorized to develop or operate a qualifying project;

26 (12) "Revenues" means the income, earnings, user fees, lease payments, or other service  
27 payments relating to the development or operation of a qualifying project, including, but not  
28 limited to, money received as grants or otherwise from the federal government, a public entity, or  
29 an agency or instrumentality thereof in aid of the qualifying project; and

30 (13) "Service contract" means a contract between a public entity and the private entity  
31 which defines the terms of the services to be provided with respect to a qualifying project.

32 **37-25-4. Procurement procedures. --** (a) A responsible public entity may receive  
33 unsolicited proposals or may solicit proposals for qualifying projects and may thereafter enter  
34 into an agreement with a private entity, or a consortium of private entities, for the building,

1 upgrading, operating, ownership, or financing of facilities.

2 (b) The responsible public entity may establish a reasonable application fee for the  
3 submission of an unsolicited proposal under this section. The fee must be sufficient to pay the  
4 costs of evaluating the proposal. The responsible public entity may engage the services of a  
5 private consultation to assist in the evaluation.

6 (c) The responsible public entity may request a proposal from private entities for a public  
7 private project or, if the public entity receives an unsolicited proposal for a public-private project  
8 and the public entity intends to enter into a comprehensive agreement for the project described in  
9 such unsolicited proposal, the public entity shall publish a notice in a newspaper of general  
10 circulation at least once a week for two (2) weeks stating that the public entity has received a  
11 proposal and will accept other proposals for the same project. The timeframe within which the  
12 public entity may accept other proposals shall be determined by the public entity on a project-by-  
13 project basis based upon the complexity of the project and the public benefit to be gained by  
14 allowing a longer or shorter period of time within which other proposals may be received;  
15 however, the timeframe for allowing other proposals must be at least twenty-one (21) days, but  
16 no more than one hundred twenty (120) days after the initial date of publication. A copy of the  
17 notice must be mailed to each local government in the affected area.

18 (d) A responsible public entity that is a school board may enter into a comprehensive  
19 agreement only with the approval of the local governing body.

20 (e) Before approval, the responsible public entity must determine that the proposed  
21 project:

22 (1) Is in the public's best interest;

23 (2) Is for a facility that is owned by the responsible public entity, or for a facility for  
24 which ownership will be conveyed to the responsible public entity;

25 (3) Has adequate safeguards in place to ensure that additional costs or service disruptions  
26 are not imposed on the public in the event of material default or cancellation of the agreement by  
27 the responsible public entity;

28 (4) Has adequate safeguards in place to ensure that the responsible public entity or private  
29 entity has the opportunity to add capacity to the proposed project or other facilities serving  
30 similar predominantly public purposes; or

31 (5) Will be owned by the responsible public entity upon completion or termination of the  
32 agreement, and upon payment of the amounts financed.

33 (f) Before signing a comprehensive agreement, the responsible public entity must  
34 consider a reasonable finance plan that is consistent with §37-25-10 including the project cost;

1 revenues by source; available financing; major assumptions; internal rate of return on private  
2 investments, if governmental funds are assumed in order to deliver a cost-feasible project; and a  
3 total cash-flow analysis beginning with the implementation of the project and extending for the  
4 term of the agreement.

5 (g) In considering an unsolicited proposal, the responsible public entity may require from  
6 the private entity a technical study prepared by a nationally recognized expert with experience in  
7 preparing analysis for bond rating agencies as well as require disclosure of the private entity's  
8 corporate governance documents, financial statements, certificates of insurance and any other  
9 information necessary to determine the capability of such private entity to proceed and complete a  
10 qualifying project under this chapter. In evaluating the technical study, the responsible public  
11 entity may rely upon internal staff reports prepared by personnel familiar with the operation of  
12 similar facilities or the advice of external advisors or consultants who have relevant experience.

13 **37-25-5. Project approval requirements. --** (a) All solicited or unsolicited proposals  
14 from a private entity for approval of a qualifying project must be accompanied by the following  
15 material and information, unless waived by the responsible public entity:

16 (1) A description of the qualifying project, including the conceptual design of the  
17 facilities or a conceptual plan for the provision of services, and a schedule for the initiation and  
18 completion of the qualifying project;

19 (2) A description of the method by which the private entity proposes to secure the  
20 necessary property interests that are required for the qualifying project;

21 (3) A description of the private entity's general plans for financing the qualifying project,  
22 including the sources of the private entity's funds and the identity of any dedicated revenue source  
23 or proposed debt or equity investment on behalf of the private entity;

24 (4) The name and address of a person who may be contacted for additional information  
25 concerning the proposal;

26 (5) The proposed user fees, lease payments, or other service payments over the term of a  
27 comprehensive agreement, and the methodology for and circumstances that would allow changes  
28 to the user fees, lease payments, and other service payments over time; and

29 (6) Additional material or information that the responsible public entity reasonably  
30 requests.

31 **37-25-6. Project qualification and process. --** (a) The private entity must meet the  
32 minimum standards contained in the responsible public entity's guidelines for qualifying  
33 professional services and contracts for traditional procurement projects.

34 (b) The responsible public entity must:

1           (1) Ensure that provision is made for the private entity's performance and payment of  
2 subcontractors, including, but not limited to, surety bonds, letters of credit, parent company  
3 guarantees, and lender and equity partner guarantees. For the components of the qualifying  
4 project which involve construction performance and payment, bonds are required and are subject  
5 to the recordation, notice, suit limitation, and other requirements;

6           (2) Ensure the most efficient pricing of the security package that provides for the  
7 performance and payment of subcontractors; and

8           (3) Ensure that provision is made for the transfer of the private entity's obligations if the  
9 comprehensive agreement is terminated or a material default occurs.

10           (c) After the public notification period has expired in the case of an unsolicited proposal,  
11 the responsible public entity shall rank the proposals received in order of preference. In ranking  
12 the proposals, the responsible public entity may consider factors that include, but are not limited  
13 to, professional qualifications, general business terms, innovative design techniques or cost  
14 reduction terms, and finance plans. The responsible public entity may then begin negotiations for  
15 a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not  
16 satisfied with the results of the negotiations, the responsible public entity may terminate  
17 negotiations with the proposer, and negotiate with the second-ranked or subsequent-ranked firms  
18 in the order consistent with this procedure. If only one proposal is received, the responsible public  
19 entity may negotiate in good faith, and if the public entity is not satisfied with the results of the  
20 negotiations, the public entity may terminate negotiations with the proposer. Notwithstanding the  
21 provisions of this subsection, the responsible public entity may reject all proposals at any point in  
22 the process until contract with the proposer is executed.

23           (d) The responsible public entity shall perform an independent analysis of the proposed  
24 public-private partnership which demonstrates the cost-effectiveness and overall public benefit  
25 before the procurement process is initiated, or before the contract is awarded.

26           (e) The responsible public entity may approve the development or operation of an  
27 education facility, a transportation facility, a water or wastewater management facility or related  
28 infrastructure, a technology infrastructure or other public infrastructure, or a government facility  
29 needed by the responsible public entity as a qualifying project, or the design or equipping of a  
30 qualifying project that is developed or operated, if:

31           (1) There is a public need for or benefit derived from a project of the type that the private  
32 entity proposes as the qualifying project;

33           (2) The estimated cost of the qualifying project is reasonable in relation to similar  
34 facilities; and

1           (3) The private entity's plans will result in the timely acquisition, design, construction,  
2 improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying  
3 project.

4           (f) The responsible public entity may charge a reasonable fee to cover the costs of  
5 processing, reviewing, and evaluating the request, including, but not limited to, reasonable  
6 attorney fees, and fees for financial and technical advisors or consultants and for other necessary  
7 advisors or consultants.

8           (g) Upon approval of a qualifying project, the responsible public entity shall establish a  
9 date for the commencement of activities related to the qualifying project. The responsible public  
10 entity may extend the commencement date.

11           (h) Approval of a qualifying project by the responsible public entity is subject to entering  
12 into a comprehensive agreement with the private entity.

13           **37-25-7. Interim agreement.** -- (a) Before or in connection with the negotiation of a  
14 comprehensive agreement, the public entity may enter into an interim agreement with the private  
15 entity proposing the development or operation of the qualifying project. An interim agreement  
16 does not obligate the responsible public entity to enter into a comprehensive agreement. The  
17 interim agreement is discretionary with the parties, and is not required on a qualifying project for  
18 which the parties may proceed directly to a comprehensive agreement without the need for an  
19 interim agreement. An interim agreement must be limited to provisions that:

20           (1) Authorize the private entity to commence activities for which it may be compensated  
21 related to the proposed qualifying project, including, but not limited to, project planning and  
22 development, design, environmental analysis and mitigation, survey, other activities concerning  
23 any part of the proposed qualifying project, and ascertaining the availability of financing for the  
24 proposed facility or facilities;

25           (2) Establish the process and timing of the negotiation of the comprehensive agreement;  
26 and

27           (3) Contain such other provisions related to an aspect of the development or operation of  
28 a qualifying project that the responsible public entity and the private entity deem appropriate.

29           **37-25-8. Comprehensive agreement.** -- (a) Before developing or operating the  
30 qualifying project, the private entity must enter into a comprehensive agreement with the  
31 responsible public entity. The comprehensive agreement must provide for:

32           (1) Delivery of performance and payment bonds, letters of credit, or other security  
33 acceptable to the responsible public entity in connection with the development or operation of the  
34 qualifying project, in the form and amount satisfactory to the responsible public entity. For the

1 components of the qualifying project which involve construction, the form and amount of the  
2 bonds must be consistent;

3 (2) Review of the design for the qualifying project by the responsible public entity and, if  
4 the design conforms to standards acceptable to the responsible public entity, the approval of the  
5 responsible public entity. This section does not require the private entity to complete the design of  
6 the qualifying project before the execution of the comprehensive agreement;

7 (3) Inspection of the qualifying project by the responsible public entity to ensure that the  
8 private entity's activities are acceptable to the public entity in accordance with the comprehensive  
9 agreement;

10 (4) Maintenance of a policy of liability insurance, a copy of which must be filed with the  
11 responsible public entity and accompanied by proofs of coverage, each in the form and amount  
12 satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of  
13 liability to the public and employees which names the responsible public entity as an additional  
14 insured under the policy terms and to enable the continued operation of the qualifying project;

15 (5) Monitoring by the responsible public entity of the maintenance practices to be  
16 performed by the private entity to ensure that the qualifying project is properly maintained;

17 (6) Periodic filing by the private entity of the appropriate financial statements that pertain  
18 to the qualifying project;

19 (7) Procedures that govern the rights and responsibilities of the responsible public entity  
20 and the private entity in the course of the construction and operation of the qualifying project and  
21 in the event of the termination of the comprehensive agreement or a material default by the  
22 private entity. The procedures must include conditions that govern the assumption of the duties  
23 and responsibilities of the private entity by an entity that funded, in whole or in part, the  
24 qualifying project or by the responsible public entity, and must provide for the transfer or  
25 purchase of property or other interests of the private entity by the responsible public entity;

26 (8) Fees, lease payments, or service payments. In negotiating user fees, the fees must be  
27 the same for persons using the facility under like conditions, and must not materially discourage  
28 use of the qualifying project. The execution of the comprehensive agreement or a subsequent  
29 amendment is conclusive evidence that the fees, lease payments, or service payments provided  
30 for in the comprehensive agreement comply with this section. Fees or lease payments established  
31 in the comprehensive agreement as a source of revenue may be in addition to, or in lieu of,  
32 service payments; and

33 (9) Duties of the private entity, including the terms and conditions that the responsible  
34 public entity determines serve the public purpose of this section.



1           (b) The comprehensive agreement may include:

2           (1) An agreement by the responsible public entity to make grants or loans to the private  
3 entity from amounts received from the federal, state, or local government, or an agency or  
4 instrumentality thereof;

5           (2) A provision under which each entity agrees to provide notice of default and cure  
6 rights for the benefit of the other entity, including, but not limited to, a provision regarding  
7 unavoidable delays; or

8           (3) A provision that terminates the authority and duties of the private entity under this  
9 section, and dedicates the qualifying project to the responsible public entity or, if the qualifying  
10 project was initially dedicated by an affected local jurisdiction, to the affected local jurisdiction  
11 for public use.

12           **37-25-9. Fees.** -- An agreement entered into pursuant to this chapter may authorize the  
13 private entity to impose fees to members of the public for the use of the facility. The following  
14 provisions apply to the agreement:

15           (1) The responsible public entity may develop new facilities or increase capacity in  
16 existing facilities through agreements with public-private partnerships;

17           (2) The public-private partnership agreement must ensure that the facility is properly  
18 operated, maintained, or improved in accordance with standards set forth in the comprehensive  
19 agreement;

20           (3) The responsible public entity may lease existing fee-for-use facilities through a  
21 public-private partnership agreement;

22           (4) Any revenues must be regulated by the responsible public entity pursuant to the  
23 comprehensive agreement; and

24           (5) A negotiated portion of revenues from fee-generating uses must be returned to the  
25 public entity over the life of the agreement.

26           **37-25-10. Financing.** -- (a) A private entity may enter into a private-source financing  
27 agreement between financing sources and the private entity. A financing agreement and any liens  
28 on the property or facility must be paid in full at the applicable closing that transfers ownership or  
29 operation of the facility to the responsible public entity at the conclusion of the term of the  
30 comprehensive agreement.

31           (b) The responsible public entity may lend funds to private entities that construct projects  
32 containing facilities that are approved under this chapter.

33           (c) The responsible public entity may use innovative finance techniques associated with a  
34 public-private partnership under this section, including, but not limited to, federal loans as may be

1 available in the Code of Federal Regulations, commercial bank loans, and hedges against  
2 inflation from commercial banks or other private sources. In addition, the responsible public  
3 entity may provide its own capital or operating budget to support a qualifying project. The budget  
4 may be from any legally permissible funding sources of the responsible public entity, including  
5 the proceeds of debt issuances. A responsible public entity may use the model financing  
6 agreement provided in its financing of a facility owned by a responsible public entity. A financing  
7 agreement may not require the responsible public entity to indemnify the financing source,  
8 subject the responsible public entity's facility to liens in violation of secure financing by the  
9 responsible public entity with a pledge of security interest, and any such provision is void.

10 (d) A responsible public entity shall appropriate on a priority basis as required by the  
11 comprehensive agreement a contractual payment obligation, annual or otherwise, from the  
12 enterprise or other government fund from which the qualifying projects will be funded. This  
13 required payment obligation must be appropriated before other noncontractual obligations  
14 payable from the same enterprise or other government fund.

15 **37-25-11. Powers and duties of the private entity. -- (a) The private entity shall:**

16 (1) Develop or operate the qualifying project in a manner that is acceptable to the  
17 responsible public entity in accordance with the provisions of the comprehensive agreement;

18 (2) Maintain, or provide by contract for the maintenance or improvement of, the  
19 qualifying project if required by the comprehensive agreement;

20 (3) Cooperate with the responsible public entity in making best efforts to establish  
21 interconnection between the qualifying project and any other facility or infrastructure as  
22 requested by the responsible public entity in accordance with the provisions of the comprehensive  
23 agreement; and

24 (4) Comply with the comprehensive agreement and any lease or service contract.

25 (b) Each private facility that is constructed pursuant to this section must comply with the  
26 requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the  
27 responsible public entity's rules, procedures, and standards for facilities; and such other  
28 conditions that the responsible public entity determines to be in the public's best interest and that  
29 are included in the comprehensive agreement.

30 (c) The responsible public entity may provide services to the private entity. An agreement  
31 for maintenance and other services entered into pursuant to this section must provide for full  
32 reimbursement for services rendered for qualifying projects.

33 (d) A private entity of a qualifying project may provide additional services for the  
34 qualifying project to the public or to other private entities if the provision of additional services

1 does not impair the private entity's ability to meet its commitments to the responsible public  
2 entity pursuant to the comprehensive agreement.

3 **37-25-12. Expiration or termination of agreements.** -- Upon the expiration or  
4 termination of a comprehensive agreement, the responsible public entity may use revenues from  
5 the qualifying project to pay current operation and maintenance costs of the qualifying project. If  
6 the private entity materially defaults under the comprehensive agreement, the compensation that  
7 is otherwise due to the private entity is payable to satisfy all financial obligations to investors and  
8 lenders on the qualifying project in the same way that is provided in the comprehensive  
9 agreement or any other agreement involving the qualifying project, if the costs of operating and  
10 maintaining the qualifying project are paid in the normal course. Revenues in excess of the costs  
11 for operation and maintenance costs may be paid to the investors and lenders to satisfy payment  
12 obligations under their respective agreements. A responsible public entity may terminate with  
13 cause and without prejudice a comprehensive agreement, and may exercise any other rights or  
14 remedies that may be available to it in accordance with the provisions of the comprehensive  
15 agreement. The full faith and credit of the responsible public entity may not be pledged to secure  
16 the financing of the private entity. The assumption of the development or operation of the  
17 qualifying project does not obligate the responsible public entity to pay any obligation of the  
18 private entity from sources other than revenues from the qualifying project unless stated  
19 otherwise in the comprehensive agreement.

20 **37-25-13. Sovereign immunity.** -- This section does not waive the sovereign immunity  
21 of a responsible public entity, an affected local jurisdiction, or an officer or employee thereof  
22 with respect to participation in, or approval of, any part of a qualifying project or its operation,  
23 including, but not limited to, interconnection of the qualifying project with any other  
24 infrastructure or project. A city, town or district in which a qualifying project is located possesses  
25 sovereign immunity with respect to the project, including, but not limited to, its design,  
26 construction, and operation.

27 **37-25-14. Construction.** -- (a) This chapter shall be liberally construed to effectuate the  
28 purposes of this chapter. This chapter shall be construed as cumulative and supplemental to any  
29 other authority or power vested in or exercised by the governing board of a city, town, district, or  
30 hospital or health care system including those contained in acts of the general assembly  
31 establishing such public hospital boards. This chapter does not affect any agreement or existing  
32 relationship with a supporting organization involving such governing board or system in effect as  
33 of January 1, 2016.

34 (b) This chapter does not limit a political subdivision of the state in the acquisition,

1 design, or construction of a public project pursuant to other statutory authority.

2 (c) Except as otherwise provided in this chapter, this chapter does not amend existing  
3 laws by granting additional powers to, or further restricting, a local governmental entity from  
4 regulating and entering into cooperative arrangements with the private sector for the planning,  
5 construction, or operation of a facility.

6 **37-25-15. Exclusions. --** The provisions of this chapter shall not apply to highway or  
7 heavy construction projects that are procured by either the department of transportation, a public  
8 corporation, a public agency or any city or town.

9 **37-25-16. Severability. --** The provisions of this chapter are severable and if any of its  
10 provisions are adjudged to be invalid or unconstitutional, this shall not affect or impair any of the  
11 remaining provisions.

12 SECTION 3. This act shall take effect on May 1, 2016.

=====  
LC003899  
=====

EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO PUBLIC PROPERTY AND WORKS - PUBLIC-PRIVATE PARTNERSHIPS -  
PUBLIC PURPOSE FACILITY UPGRADE ACT

\*\*\*

1           This act would create the public-private partnership – public purpose facility upgrade act  
2 the purpose of which would be to promote the upgrade of facilities used for public purposes by  
3 encouraging private investment in qualifying projects.

4           This act would take effect on May 1, 2016.

=====  
LC003899  
=====