SENATE DOCKET, NO. FILED ON: 1/13/2009

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

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The Commonwealth of Massachusetts

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PRESENTED BY:

**Steven A. Tolman**

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*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 relative to the leasing of land parcels in Boston.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PETITION OF:

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| Name: | District/Address: |

The Commonwealth of Massachusetts

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**In the Year Two Thousand and Nine**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

An Act relative to the leasing of land parcels in 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. The commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, shall, notwithstanding sections 40E to 40J, inclusive, of chapter 7 of the General Laws, Lease for a period of 50 years, with two (2) 10-year options to renew, a portion of three (3) parcels of land, to the Joseph M. Smith Community Health Center, Inc., a 501(c) (3) not for profit organization, in the North Brighton/Allston Section of the city of Boston, with sufficient space to be used for construction of a new Community Health Center Building of approximately 40,000 square feet and related parking. The three parcels are shown on City of Boston assessor’s maps as Parcel #1, parcel identification number 2200574000, 487 Western Avenue Boston, MA 02135 lot size 7642 Square Feet. Parcel #2, parcel identification number 2200572000, 495 Western Avenue Boston, MA 02135 lot size 84,939 Square Feet. Parcel #3, parcel identification number 2200573000 at an unnumbered location on Western Avenue lot size 2,483 Square Feet. A portion of these three parcels shall remain with the Commonwealth and not be conveyed to the Health Center to allow adequate space for a new 12,000 Square Foot Building for the Massachusetts State Police. The exact boundaries of the property so leased to the Joseph M. Smith Community Health Center and the property remaining with the Commonwealth for use by the State Police shall be determined by the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, and representatives of the Joseph M. Smith Community Health Center, after completion of a survey. The lease agreement authorized by this section shall permit the leasehold financing of the improvements to be constructed by the Joseph M. Smith Community Health Center and shall contain customary provisions to protect such leasehold lender and be subject to such other customary terms and conditions as are usually contained in commercial ground leases and as the commissioner of capital asset management and maintenance may prescribe, in consultation with the commissioner of conservation and recreation. The Joseph M. Smith Health Center, Inc. will operate/ and or sublease for other Community Services in the Building. The Joseph M. Smith Community Health Center, Inc., a 501(c) (3) not for profit organization, shall compensate the commonwealth in the sum of 1 dollar per year for the term of the lease.**

**SECTION 2. If for any reason the property leased as described in section 1 ceases to be used solely for the purposes described in section 1, the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, shall terminate the lease for the property with adequate notice as mutually agreed to by all concerned parties. If the lease is terminated, the property shall revert to the commonwealth under the care and control of the department of conservation and recreation. In order to assist the Joseph M. Smith Community Health Center in its effort to secure funding for the construction of the Building, the Commonwealth shall work with the Joseph M. Smith Community Health Center to negotiate a lease that meets the Health Center’s lender’s concerns.**

**SECTION 3. Notwithstanding any general or special law to the contrary, the Joseph M. Smith Community Health Center, Inc. shall be responsible for all reasonable costs and expenses, including but not limited to, costs associated with any engineering, surveys, appraisals, and lease preparation related to the leasing of the property to it authorized pursuant to this act as such costs may be determined by the commissioner of capital asset management and maintenance for the portion of the 3 parcels that it leases. Upon the execution of the lease, the Joseph M. Smith Community Health Center, Inc. shall be solely responsible for all costs, liabilities and expenses of any nature and kind for the development, maintenance, use and operation of its portion of parcels. Joseph M. Smith Community Health Center shall not be responsible for the development, maintenance, use and operation costs for the portion of the parcels that shall be used by the Massachusetts State Police.**

**SECTION 4. The Joseph M. Smith Community Health Center Building will be LEED certified.**