

SENATE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Steven A. Tolman

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:

NAME:

DISTRICT/ADDRESS:

The Commonwealth of Massachusetts

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:

1 SECTION 1. The commissioner of capital asset management and maintenance, in consultation
2 with the commissioner of conservation and recreation, shall, notwithstanding sections 40E to 40J,
3 inclusive, of chapter 7 of the General Laws, Lease for a period of 50 years, with two (2) 10-year options
4 to renew, a portion of three (3) parcels of land, to the Joseph M. Smith Community Health Center, Inc., a
5 501(c) (3) not for profit organization, in the North Brighton/Allston Section of the city of Boston, with
6 sufficient space to be used for construction of a new Community Health Center Building of
7 approximately 40,000 square feet and related parking. The three parcels are shown on City of Boston
8 assessor's maps as Parcel #1, parcel identification number 2200574000, 487 Western Avenue Boston,
9 MA 02135 lot size 7642 Square Feet. Parcel #2, parcel identification number 2200572000, 495 Western
10 Avenue Boston, MA 02135 lot size 84,939 Square Feet. Parcel #3, parcel identification number
11 2200573000 at an unnumbered location on Western Avenue lot size 2,483 Square Feet. A portion of
12 these three parcels shall remain with the Commonwealth and not be conveyed to the Health Center to
13 allow adequate space for a new 12,000 Square Foot Building for the Massachusetts State Police. The
14 exact boundaries of the property so leased to the Joseph M. Smith Community Health Center and the
15 property remaining with the Commonwealth for use by the State Police shall be determined by the

16 commissioner of capital asset management and maintenance, in consultation with the commissioner of
17 conservation and recreation, and representatives of the Joseph M. Smith Community Health Center, after
18 completion of a survey. The lease agreement authorized by this section shall permit the leasehold
19 financing of the improvements to be constructed by the Joseph M. Smith Community Health Center and
20 shall contain customary provisions to protect such leasehold lender and be subject to such other
21 customary terms and conditions as are usually contained in commercial ground leases and as the
22 commissioner of capital asset management and maintenance may prescribe, in consultation with the
23 commissioner of conservation and recreation. The Joseph M. Smith Health Center, Inc. will operate/ and
24 or sublease for other Community Services in the Building. The Joseph M. Smith Community Health
25 Center, Inc., a 501(c) (3) not for profit organization, shall compensate the commonwealth in the sum of 1
26 dollar per year for the term of the lease.

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

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37 SECTION 3. Notwithstanding any general or special law to the contrary, the Joseph M. Smith
38 Community Health Center, Inc. shall be responsible for all reasonable costs and expenses, including but
39 not limited to, costs associated with any engineering, surveys, appraisals, and lease preparation related to

40 the leasing of the property to it authorized pursuant to this act as such costs may be determined by the
41 commissioner of capital asset management and maintenance for the portion of the 3 parcels that it leases.
42 Upon the execution of the lease, the Joseph M. Smith Community Health Center, Inc. shall be solely
43 responsible for all costs, liabilities and expenses of any nature and kind for the development,
44 maintenance, use and operation of its portion of parcels. Joseph M. Smith Community Health Center
45 shall not be responsible for the development, maintenance, use and operation costs for the portion of the
46 parcels that shall be used by the Massachusetts State Police.

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