

HOUSE No. 1158

The Commonwealth of Massachusetts

By Mr. Walsh of Lynn, for the committee on State Administration and Regulatory Oversight, on Senate, No. 1468, a Bill relative to the leasing of land parcels in Boston (House, No. 1158).

An Act relative to the leasing of land parcels in Boston.

FOR THE COMMITTEE:

NAME:

Steven M. Walsh

DISTRICT/ADDRESS:

11th Essex

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 to the Joseph M. Smith Community Health Center, Inc.,
4 a 501(c) (3) not for profit organization, hereinafter referred to as the lessee, for a term of up to 50 years,
5 with an option to renew for up to 2 additional 10 year terms , a portion of 3 parcels of land, in the North
6 Brighton/Allston section of the city of Boston, of sufficient size for the construction of an approximately
7 40,000 square foot new community health center building and a related parking area or facility. The 3
8 parcels are shown on the city of Boston assessor's maps as: (1) Parcel #1, parcel identification number
9 2200574000, 487 Western Avenue Boston, MA 02135, lot size 7642 square feet; (2) Parcel #2, parcel
10 identification number 2200572000, 495 Western Avenue, Boston, MA 02135, lot size 84,939 square feet;
11 and (3) Parcel #3, parcel identification number 2200573000, at an unnumbered location on Western
12 Avenue, lot size 2,483 square feet. A portion of the 3 parcels of sufficient size to construct a new 12,000
13 square foot building for the Massachusetts state police shall not be leased to the lessee but shall remain
14 with the commonwealth. . The exact boundaries of the property leased to the lessee and the portion of 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 lessee, after completion of a survey. The lease
18 agreement authorized by this section shall permit the leasehold financing of the improvements to be
19 constructed by the health center and shall contain customary provisions to protect such leasehold lender
20 and be subject to such other terms and conditions as are usually contained in commercial ground leases
21 and as the commissioner of capital asset management and maintenance may prescribe, in consultation
22 with the commissioner of conservation and recreation. The lease shall provide that it shall terminate in the
23 event that the leased property ceases to be used solely for the purposes described in this section. The
24 lessee may sublease portions of the new health center building to other organizations that provide other
25 community services. The lessee shall pay the commonwealth in the sum of 1 dollar per year for the term
26 of the lease.

27 SECTION 2. If the property leased as described in section 1 ceases to be used solely for the
28 purposes described in section 1, the commissioner of capital asset management and maintenance, in
29 consultation with the commissioner of conservation and recreation, shall terminate the lease for the
30 property with adequate notice as mutually agreed to by all concerned parties. If the lease is terminated,
31 the property shall revert to the commonwealth under the care and control of the department of
32 conservation and recreation. In order to assist the lessee in securing financing for the construction of the
33 building, the commonwealth shall cooperate with the lessee to negotiate a lease that will meet the
34 construction lender's lending requirements.

35 SECTION 3. Notwithstanding any general or special law to the contrary, the lessee shall be
36 responsible for all costs and expenses related to the leasing of the property as provided in section 1,
37 including, but not limited to, costs associated with any engineering, surveys, appraisals, and lease
38 preparation, as such costs may be determined by the commissioner of capital asset management and
39 maintenance for the portion of the 3 parcels that it leases. Upon the execution of the lease, the lessee shall
40 be solely responsible for all costs, liabilities and expenses of any nature and kind for the development,
41 maintenance, use and operation of the leased property. The lessee shall not be responsible for the

42 development, maintenance, use and operation costs for the portion of the property retained by the
43 commonwealth and used by the Massachusetts state police.

44 SECTION 4. The Joseph M. Smith Community Health Center Building shall be certified under
45 the Leadership in Energy and Environmental Design (LEED) rating system devised by the United States
46 Green Building Council.