

HOUSE No. 3671

The Commonwealth of Massachusetts

PRESENTED BY:

Michael J. Moran

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 (3) parcels of land in the City of Boston.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Michael J. Moran	18th Suffolk
Steven A. Tolman	
Peter J. Koutoujian	10th Middlesex
Thomas M. Stanley	9th Middlesex

The Commonwealth of Massachusetts

In the Year Two Thousand and Nine

AN ACT RELATIVE TO THE LEASING OF (3) PARCELS OF LAND IN THE CITY OF 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
2 consultation with the commissioner of conservation and recreation, shall, notwithstanding
3 sections 40E to 40J, inclusive, of chapter 7 of the General Laws, Lease for a period of 50 years,
4 with two (2) 10-year options to renew, a portion of three (3) parcels of land, to the Joseph M.
5 Smith Community Health Center, Inc., a 501(c) (3) not for profit organization, in the North
6 Brighton/Allston Section of the city of Boston, with sufficient space to be used for construction
7 of a new Community Health Center Building of approximately 40,000 square feet and related
8 parking. The three parcels are shown on City of Boston assessor's maps as Parcel #1, parcel
9 identification number 2200574000, 487 Western Avenue Boston, MA 02135 lot size 7642
10 Square Feet. Parcel #2, parcel identification number 2200572000, 495 Western Avenue Boston,
11 MA 02135 lot size 84,939 Square Feet. Parcel #3, parcel identification number 2200573000 at
12 an unnumbered location on Western Avenue lot size 2,483 Square Feet. A portion of these three
13 parcels shall remain with the Commonwealth and not be conveyed to the Health Center to allow
14 adequate space for a new 12,000 Square Foot Building for the Massachusetts State Police. The
15 exact boundaries of the property so leased to the Joseph M. Smith Community Health Center and
16 the property remaining with the Commonwealth for use by the State Police shall be determined
17 by the commissioner of capital asset management and maintenance, in consultation with the
18 commissioner of conservation and recreation, and representatives of the Joseph M. Smith
19 Community Health Center, after completion of a survey. The lease agreement authorized by this
20 section shall permit the leasehold financing of the improvements to be constructed by the Joseph
21 M. Smith Community Health Center and shall contain customary provisions to protect such
22 leasehold lender and be subject to such other customary terms and conditions as are usually
23 contained in commercial ground leases and as the commissioner of capital asset management and
24 maintenance may prescribe, in consultation with the commissioner of conservation and
25 recreation. The Joseph M. Smith Health Center, Inc. will operate/ and or sublease for other

26 Community Services in the Building. The Joseph M. Smith Community Health Center, Inc., a
27 501(c) (3) not for profit organization, shall compensate the commonwealth in the sum of 1 dollar
28 per year for the term of the lease.

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

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

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