

HOUSE No.4186

The Commonwealth of Massachusetts

By Mr. Walsh of Lynn, for the committee on State Administration and Regulatory Oversight, House, No. 3507, authorizing the commissioner of the division of capital asset management and maintenance to convey land in agawam to united veterans of america, inc. for the purpose of veterans' housing. (House, No. 4186). July 29, 2009.

AN ACT AUTHORIZING THE COMMISSIONER OF THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY LAND IN AGAWAM TO UNITED VETERANS OF AMERICA, INC. FOR THE PURPOSE OF VETERANS' HOUSING.

FOR THE COMMITTEE:

NAME:

Steven M. Walsh

DISTRICT/ADDRESS:

11th Essex

The Commonwealth of Massachusetts

In the Year Two Thousand and Nine

An Act AUTHORIZING THE COMMISSIONER OF THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY LAND IN AGAWAM TO UNITED VETERANS OF AMERICA, INC. FOR THE PURPOSE OF VETERANS' HOUSING.

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 Division of Capital Asset Management and Maintenance, notwithstanding
2 the provisions of sections 40E through 40J, inclusive, of chapter 7 of the General Laws, shall
3 lease up to 6 acres of land known as the Feeding Hills Training School located at 702 South
4 Westfield St. in the Town of Agawam for a term or terms not to exceed 25 years, to United
5 Veterans of America, Inc. d/b/a Soldier On for the purpose of veterans' housing. The exact
6 boundaries of the parcel shall be determined by the commissioner of the division of capital asset
7 management and maintenance in consultation with United Veterans of America after the
8 completion of a land survey and plan. Said lease shall be for nominal consideration.

9 Section 2. Lessee shall be responsible for any and all costs that the commissioner of capital asset
10 management and maintenance may deem necessary in connection with the conveyance
11 authorized by section 1 of this act, including but not limited to, the costs of all appraisals,
12 surveys, lease and other document preparation, recording or filing fees and any other expenses
13 incurred in connection with the conveyance. During the term of the lease, the lessee shall be
14 responsible for operating and maintaining the leased property and any and all costs associated
15 with such operation and maintenance.

16 Section 3.

17 The lessee shall use the property solely for the purpose of veterans' housing and the lease or
18 other agreement pertaining to the lease of the property shall include a provision restricting the
19 use of the property to such purposes and providing for a reversion of the property to the
20 commonwealth if the property ceases to be so used or is used for any other purpose.

21 Section 4.

22 Upon failure of the United Veterans of America, Inc. d/b/a Soldier On to make use of the land
23 and buildings for the purposes described herein, the lease hereby authorized shall be terminated,
24 and the land and building together with any improvements thereon shall revert to the
25 Commonwealth under the care and control of the department.

26 Section 5.

27 The United Veterans of America, Inc. d/b/a Soldier On shall carry such comprehensive liability
28 insurance, in an amount deemed adequate by the commissioner of the division of capital asset
29 management and maintenance to protect the commonwealth against property damage occurring
30 on the leased land, within the buildings, or within any other structures built or used by the
31 committee on the land during the term of any lease or leases authorized by this act.

32