

HOUSE No. 4356

The Commonwealth of Massachusetts

The Committee on Ways and Means to whom was referred the Bill relative to the leasing of (3) parcels of land in the city of Boston (House, No. 3671), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 4356).

For the committee,
Charles A. Murphy.

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.** Notwithstanding sections 40F to 40J of chapter 7 of the General Laws or any other
2 general or special law to the contrary, the commissioner of the division of capital asset management and
3 maintenance, in consultation with the commissioner of conservation and recreation, shall lease, for a
4 period of 50 years, with 2 10-year options to renew, and pursuant to such additional terms and conditions
5 as the commissioner may prescribe, a portion of 3 parcels of land, to the Joseph M. Smith Community
6 Health Center, Inc., a 501(c)(3) not for profit organization, in the North Brighton/Allston section of the
7 city of Boston, with sufficient space to be used for construction of a new community health center
8 building of approximately 40,000 square feet and related parking. The 3 parcels are shown on the city of
9 Boston assessor's maps as Parcel #1, parcel identification number 2200574000, 487 Western Avenue
10 Boston, MA 02135, lot size 7,642 square feet; Parcel #2, parcel identification number 2200572000, 495
11 Western Avenue Boston, MA 02135, lot size 84,939 square feet; and Parcel #3, parcel identification
12 number 2200573000 at an unnumbered location on Western Avenue, lot size 2,483 square feet. A portion
13 of these 3 parcels that will provide sufficient space for the construction of a new 12,000 square foot
14 building shall remain with the commonwealth and not be conveyed to the health center. The exact
15 boundaries of the property so leased to the Joseph M. Smith Community Health Center and the property
16 remaining with the commonwealth shall be determined by the commissioner of the division of capital
17 asset management and maintenance, in consultation with the commissioner of the department of
18 conservation and recreation, and representatives of the Joseph M. Smith Community Health Center, after
19 completion of a survey. The lease agreement authorized by this section shall permit the leasehold
20 financing of the improvements to be constructed by the Joseph M. Smith Community Health Center and
21 shall contain customary provisions to protect such leasehold lender and be subject to such other
22 customary terms and conditions as are usually contained in commercial ground leases and as the
23 commissioner of the division of capital asset management and maintenance may prescribe, in consultation
24 with the commissioner of the department of conservation and recreation. The Joseph M. Smith Health
25 Center, Inc. will operate the community health center and may sublease a portion of the building for other

26 community services. The Joseph M. Smith Community Health Center, Inc. shall annually compensate the
27 commonwealth in the sum of \$1.00 for the term of the lease.

28 **SECTION 2.** Notwithstanding any general or special law to the contrary, the parcel described in section 1
29 of this act shall be leased subject to a restriction limiting the use of the parcel construction and operation
30 of a community health center and the provision of related services. If for any reason the property ceases
31 to be used solely for the purposes described in this act, the commissioner of the division of capital asset
32 management and maintenance, in consultation with the commissioner of the department of conservation
33 and recreation, shall give written notice to the Joseph M. Smith Community Health Center of the
34 unauthorized use. The Joseph M. Smith Community Health Center shall, upon receipt of the notice, have
35 30 days to respond and a reasonable time to establish an authorized use of the parcel. If an authorized use
36 of the parcel is not thereafter established, the lease of the parcel, upon the recording of a notice thereof by
37 the commissioner of the division of capital asset management and maintenance in the appropriate registry
38 of deeds, shall terminate and the property shall revert to the commonwealth under the care and control of
39 the department of conservation and recreation and any further disposition of the property shall be subject
40 to chapter 7 of the General Laws. In order to assist the Joseph M. Smith Community Health Center in its
41 effort to secure funding for the construction of the building, the commonwealth shall work with the
42 Joseph M. Smith Community Health Center to negotiate a lease that meets the health center's lender's
43 concerns.

44 **SECTION 3.** Notwithstanding any general or special law to the contrary, any lease or other agreement
45 made pursuant to this act shall contain a provision that requires the Joseph M. Smith Community Health
46 Center to carry comprehensive general liability insurance with the commonwealth named as a co-insured,
47 to protect the commonwealth against all personal injury or property damage on the facilities during the
48 term of the lease or other agreement. The Joseph M. Smith Community Health Center shall indemnify and
49 hold the commonwealth harmless for all personal injury or property damage caused or suffered by the
50 Joseph M. Smith Community Health Center, its clients or agents.

51 **SECTION 4.** Notwithstanding any general or special law to the contrary, the Joseph M. Smith
52 Community Health Center, Inc. shall be responsible for all costs and expenses, including but not limited
53 to, costs associated with any engineering, surveys, appraisals, and lease preparation related to the leasing
54 of the property to it authorized pursuant to this act as such costs may be determined by the commissioner
55 of the division of capital asset management and maintenance for the portion of the 3 parcels that it leases.
56 Upon the execution of the lease, the Joseph M. Smith Community Health Center, Inc. shall be solely
57 responsible for all costs, liabilities and expenses of any nature and kind for the development,
58 maintenance, use and operation of its portion of parcels. Joseph M. Smith Community Health Center shall
59 not be responsible for the development, maintenance, use and operation costs for the portion of the
60 parcels set aside for use by the commonwealth.

61 **SECTION 5.** The Joseph M. Smith Community Health Center Building shall be LEED certified.