

HOUSE No. 1158

The Commonwealth of Massachusetts

In the Year Two Thousand 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
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 to the Joseph M. Smith
4 Community Health Center, Inc., a 501(c) (3) not for profit organization, hereinafter referred to as
5 the lessee, for a term of up to 50 years, with an option to renew for up to 2 additional 10 year
6 terms , a portion of 3 parcels of land, in the North Brighton/Allston section of the city of Boston,
7 of sufficient size for the construction of an approximately 40,000 square foot new community
8 health center building and a related parking area or facility. The 3 parcels are shown on the city
9 of Boston assessor’s maps as: (1) Parcel #1, parcel identification number 2200574000, 487
10 Western Avenue Boston, MA 02135, lot size 7642 square feet; (2) Parcel #2, parcel
11 identification number 2200572000, 495 Western Avenue, Boston, MA 02135, lot size 84,939
12 square feet; and (3) Parcel #3, parcel identification number 2200573000, at an unnumbered
13 location on Western Avenue, lot size 2,483 square feet. A portion of the 3 parcels of sufficient
14 size to construct a new 12,000 square foot building for the Massachusetts state police shall not be

15 leased to the lessee but shall remain with the commonwealth. . The exact boundaries of the
16 property leased to the lessee and the portion of the property remaining with the commonwealth
17 for use by the state police shall be determined by the commissioner of capital asset management
18 and maintenance, in consultation with the commissioner of conservation and recreation, and
19 representatives of the lessee, after completion of a survey. The lease agreement authorized by
20 this section shall permit the leasehold financing of the improvements to be constructed by the
21 health center and shall contain customary provisions to protect such leasehold lender and be
22 subject to such other terms and conditions as are usually contained in commercial ground leases
23 and as the commissioner of capital asset management and maintenance may prescribe, in
24 consultation with the commissioner of conservation and recreation. The lease shall provide that it
25 shall terminate in the event that the leased property ceases to be used solely for the purposes
26 described in this section. The lessee may sublease portions of the new health center building to
27 other organizations that provide other community services. The lessee shall pay the
28 commonwealth in the sum of 1 dollar per year for the term of the lease.

29 SECTION 2. If the property leased as described in section 1 ceases to be used solely for
30 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 lessee in
35 securing financing for the construction of the building, the commonwealth shall cooperate with
36 the lessee to negotiate a lease that will meet the construction lender's lending requirements.

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

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