

HOUSE No. 4356

The Commonwealth of Massachusetts

In the Year Two Thousand Nine

An Act relative to the leasing of certain 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
2 any other general or special law to the contrary, the commissioner of the division of capital asset
3 management and maintenance, in consultation with the commissioner of conservation and
4 recreation, shall lease, for a period of 50 years, with 2 10-year options to renew, and pursuant to
5 such additional terms and conditions as the commissioner may prescribe, a portion of 3 parcels
6 of land, to the Joseph M. Smith Community Health Center, Inc., a 501(c)(3) not for profit
7 organization, in the North Brighton/Allston section of the city of Boston, with sufficient space to
8 be used for construction of a new community health center building of approximately 40,000
9 square feet and related parking. The 3 parcels are shown on the city of Boston assessor’s maps as
10 Parcel #1, parcel identification number 2200574000, 487 Western Avenue Boston, MA 02135,
11 lot size 7,642 square feet; Parcel #2, parcel identification number 2200572000, 495 Western
12 Avenue Boston, MA 02135, lot size 84,939 square feet; and Parcel #3, parcel identification
13 number 2200573000 at an unnumbered location on Western Avenue, lot size 2,483 square feet.
14 A portion of these 3 parcels that will provide sufficient space for the construction of a new

15 12,000 square foot building shall remain with the commonwealth and not be conveyed to the
16 health center. The exact boundaries of the property so leased to the Joseph M. Smith Community
17 Health Center and the property remaining with the commonwealth shall be determined by the
18 commissioner of the division of capital asset management and maintenance, in consultation with
19 the commissioner of the department of conservation and recreation, and representatives of the
20 Joseph M. Smith Community Health Center, after completion of a survey. The lease agreement
21 authorized by this section shall permit the leasehold financing of the improvements to be
22 constructed by the Joseph M. Smith Community Health Center and shall contain customary
23 provisions to protect such leasehold lender and be subject to such other customary terms and
24 conditions as are usually contained in commercial ground leases and as the commissioner of the
25 division of capital asset management and maintenance may prescribe, in consultation with the
26 commissioner of the department of conservation and recreation. The Joseph M. Smith Health
27 Center, Inc. will operate the community health center and may sublease a portion of the building
28 for other community services. The Joseph M. Smith Community Health Center, Inc. shall
29 annually compensate the commonwealth in the sum of \$1.00 for the term of the lease.

30 SECTION 2. Notwithstanding any general or special law to the contrary, the parcel
31 described in section 1 of this act shall be leased subject to a restriction limiting the use of the
32 parcel construction and operation of a community health center and the provision of related
33 services. If for any reason the property ceases to be used solely for the purposes described in this
34 act, the commissioner of the division of capital asset management and maintenance, in
35 consultation with the commissioner of the department of conservation and recreation, shall give
36 written notice to the Joseph M. Smith Community Health Center of the unauthorized use. The
37 Joseph M. Smith Community Health Center shall, upon receipt of the notice, have 30 days to

38 respond and a reasonable time to establish an authorized use of the parcel. If an authorized use of
39 the parcel is not thereafter established, the lease of the parcel, upon the recording of a notice
40 thereof by the commissioner of the division of capital asset management and maintenance in the
41 appropriate registry of deeds, shall terminate and the property shall revert to the commonwealth
42 under the care and control of the department of conservation and recreation and any further
43 disposition of the property shall be subject to chapter 7 of the General Laws. In order to assist
44 the Joseph M. Smith Community Health Center in its effort to secure funding for the
45 construction of the building, the commonwealth shall work with the Joseph M. Smith
46 Community Health Center to negotiate a lease that meets the health center's lender's concerns.

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

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

61 Joseph M. Smith Community Health Center, Inc. shall be solely responsible for all costs,
62 liabilities and expenses of any nature and kind for the development, maintenance, use and
63 operation of its portion of parcels. Joseph M. Smith Community Health Center shall not be
64 responsible for the development, maintenance, use and operation costs for the portion of the
65 parcels set aside for use by the commonwealth.

66 SECTION 5. The Joseph M. Smith Community Health Center Building shall be LEED
67 certified.