

HOUSE No. 4757

The Commonwealth of Massachusetts

In the Year Two Thousand Ten

An act authorizing a ground lease of land owned by the Department of Conservation and Recreation for conservation and recreation purposes in the town of Hingham..

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 any general or special law to the contrary, but subject to
2 section 40J of chapter 7 of the General Laws, the Commonwealth of Massachusetts, acting by
3 and through the Commissioner of Capital Asset Management and Maintenance (DCAM) acting
4 on behalf of, and in consultation with the Department of Conservation and Recreation (DCR)
5 may lease for no consideration to the Massachusetts Bay Transportation Authority (MBTA)
6 within the Mass Transit Division of the Department of Transportation for a term, including
7 extensions, not to exceed 99 years, a portion of a certain parcel of land owned by the former
8 Department of Environmental Management, now DCR, and used for conservation and recreation
9 purposes in the Town of Hingham, commonly known as the Hingham Shipyard, said parcel
10 being shown on a plan on file at the Massachusetts Land Court, at Certificate No. 66482, Book
11 332-82, Document No. 213561. The exact boundaries of the parcel to be leased herein shall be
12 determined by DCAM, in consultation with the DCR, based upon a survey prepared in
13 accordance with section 5.

14 SECTION (2) Any lease agreement entered into by the Commonwealth pursuant to this
15 section shall provide that the parcel shall be used solely for the construction and operation of a
16 Ferry Terminal Intermodal Transportation Center at the Hingham Shipyard, which Center shall
17 be used for transportation services and ferry services, administrative and office uses with respect
18 to the MBTA, for administrative and office uses including but not limited to public ferry access
19 to the Harbor Islands State Park, visitors center and marine transportation maintenance and
20 support with respect to DCR and the Massachusetts Environmental Police, MEP, and office
21 space for a Harbor Master, with respect to the Town of Hingham, and such other accessory uses
22 directly related to the purposes identified in a Memorandum of Agreement entered into by and
23 between the Division of Capital Asset Management (DCAM), DCR and the MBTA dated May
24 18 , 2009. The lease agreement shall also comply in all respects with the terms and conditions of
25 said Memorandum of Agreement and shall also provide that if the parcel ceases to be used for
26 the purposes described in this section, the Commonwealth may terminate the lease under such
27 terms and conditions as the lease may prescribe. Said lease agreement shall also provide by
28 reservation or otherwise, that DCR shall retain the right to use a minimum 3,285 gross square
29 feet within the Ferry Terminal Intermodal Center for administrative purposes. The specifications
30 for said office space shall be determined by DCR, MBTA and DCAM.

31 Section (3) The consideration to be paid by MBTA shall be the obligation to construct the
32 Ferry Terminal Intermodal Transportation Center and the MBTA shall be responsible for all
33 costs and expenses associated with the planning, design, permitting and construction of the Ferry
34 Terminal Intermodal Transportation Center. The MBTA will be the sole owner of its leasehold
35 interest in the Ferry Terminal Intermodal Center and will be allowed to occupy the land and
36 maintain ferry service at the Hingham Shipyard for the leased term, as provided in the

37 Memorandum of Agreement.. The proposed lease shall also include coterminous rights to the
38 ferry docking system for the MBTA, DCR, MEP and the Town of Hingham's Harbormaster.

39 SECTION (4) Any lease agreement entered into by the Commonwealth pursuant to this
40 Act shall be on such other terms and conditions as DCAM, in consultation with the DCR and the
41 MBTA, deems appropriate.

42 SECTION (5) The MBTA shall be responsible for procuring all work including, without
43 limitation, legal services, surveys, title and the preparation of plans and specifications as deemed
44 necessary or appropriate and as memorialized in the aforementioned Memorandum of
45 Agreement as entered into by DCAM, DCR and the MBTA and shall pay all costs and expenses
46 therefore. The MBTA shall also be responsible for all costs, liabilities and expenses of any kind
47 for the development, construction, improvement, repair, maintenance, management and
48 operation of the Ferry Terminal Intermodal Center and the costs for the ordinary maintenance of
49 the leased premises shall be apportioned as set forth in the aforementioned Memorandum of
50 Agreement.

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