

**SENATE . . . . . No. 1468**

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**The Commonwealth of Massachusetts**

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**In the Year Two Thousand Nine**  
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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 for a period of 50 years,  
4   with two (2) 10-year options to renew, a portion of three (3) parcels of land, to the Joseph M.  
5   Smith Community Health Center, Inc., a 501(c) (3) not for profit organization, in the North  
6   Brighton/Allston Section of the city of Boston, with sufficient space to be used for construction  
7   of a new Community Health Center Building of approximately 40,000 square feet and related  
8   parking. The three parcels are shown on City of Boston assessor’s maps as Parcel #1, parcel  
9   identification number 2200574000, 487 Western Avenue Boston, MA 02135 lot size 7642  
10   Square Feet. Parcel #2, parcel identification number 2200572000, 495 Western Avenue Boston,  
11   MA 02135 lot size 84,939 Square Feet. Parcel #3, parcel identification number 2200573000 at  
12   an unnumbered location on Western Avenue lot size 2,483 Square Feet. A portion of these three  
13   parcels shall remain with the Commonwealth and not be conveyed to the Health Center to allow  
14   adequate space for a new 12,000 Square Foot Building for the Massachusetts State Police. The

15 exact boundaries of the property so leased to the Joseph M. Smith Community Health Center and  
16 the property remaining with the Commonwealth for use by the State Police shall be determined  
17 by the commissioner of capital asset management and maintenance, in consultation with the  
18 commissioner of conservation and recreation, and representatives of the Joseph M. Smith  
19 Community Health Center, after completion of a survey. The lease agreement authorized by this  
20 section shall permit the leasehold financing of the improvements to be constructed by the Joseph  
21 M. Smith Community Health Center and shall contain customary provisions to protect such  
22 leasehold lender and be subject to such other customary terms and conditions as are usually  
23 contained in commercial ground leases and as the commissioner of capital asset management and  
24 maintenance may prescribe, in consultation with the commissioner of conservation and  
25 recreation. The Joseph M. Smith Health Center, Inc. will operate/ and or sublease for other  
26 Community Services in the Building. The Joseph M. Smith Community Health Center, Inc., a  
27 501(c) (3) not for profit organization, shall compensate the commonwealth in the sum of 1 dollar  
28 per year for the term of the lease.

29 SECTION 2. If for any reason the property leased as described in section 1 ceases to be  
30 used solely for the purposes described in section 1, the commissioner of capital asset  
31 management and maintenance, in consultation with the commissioner of conservation and  
32 recreation, shall terminate the lease for the property with adequate notice as mutually agreed to  
33 by all concerned parties. If the lease is terminated, the property shall revert to the  
34 commonwealth under the care and control of the department of conservation and recreation. In  
35 order to assist the Joseph M. Smith Community Health Center in its effort to secure funding for  
36 the construction of the Building, the Commonwealth shall work with the Joseph M. Smith  
37 Community Health Center to negotiate a lease that meets the Health Center's lender's concerns.

38                   SECTION 3. Notwithstanding any general or special law to the contrary, the  
39 Joseph M. Smith Community Health Center, Inc. shall be responsible for all reasonable costs and  
40 expenses, including but not limited to, costs associated with any engineering, surveys, appraisals,  
41 and lease preparation related to the leasing of the property to it authorized pursuant to this act as  
42 such costs may be determined by the commissioner of capital asset management and  
43 maintenance for the portion of the 3 parcels that it leases. Upon the execution of the lease, the  
44 Joseph M. Smith Community Health Center, Inc. shall be solely responsible for all costs,  
45 liabilities and expenses of any nature and kind for the development, maintenance, use and  
46 operation of its portion of parcels. Joseph M. Smith Community Health Center shall not be  
47 responsible for the development, maintenance, use and operation costs for the portion of the  
48 parcels that shall be used by the Massachusetts State Police.

49                   SECTION 4. The Joseph M. Smith Community Health Center Building will be LEED  
50 certified.