

HOUSE No. 3377

The Commonwealth of Massachusetts

PRESENTED BY:

Elizabeth A. Malia

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act authorizing the Division of Capital Asset Management and Maintenance to lease certain property at the Hinton State Laboratory in the city of Boston.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Elizabeth A. Malia</i>	<i>11th Suffolk</i>
<i>Sonia Chang-Diaz</i>	<i>Second Suffolk</i>

HOUSE No. 3377

By Ms. Malia of Boston, a petition (accompanied by bill, House, No. 3377) of Elizabeth A. Malia and Sonia Chang-Diaz for legislation to authorize the commissioner of Capital Asset Management and Maintenance to lease certain property at the Hinton State Laboratory in the city of Boston. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

**In the One Hundred and Ninetieth General Court
(2017-2018)**

An Act authorizing the Division of Capital Asset Management and Maintenance to lease certain property at the Hinton State Laboratory 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 32 to 37, inclusive, of chapter 7C of the General
2 Laws or any other general or special law to the contrary, the commissioner of capital asset
3 management and maintenance, may lease for a term not to exceed 30 years, which may be
4 renewed and extended at the discretion of the commissioner for 2 additional consecutive terms
5 not to exceed 30-years each in accordance with the original terms and conditions or terms and
6 conditions more favorable to the commonwealth, a certain parcel of state-owned land at the
7 Hinton State Laboratory in the city of Boston to the Asticou-Martinwood-South Street
8 Neighborhood Association. The property shall be used solely to support an existing community
9 garden, including, but not limited to, plant and vegetation growth, tending, and harvesting,
10 provided that gardeners shall not sell any products from the community garden.

11 SECTION 2. The parcel has been used as a community garden by the Asticou-
12 Martinwood-South Street Neighborhood Association and participating state employees for 29
13 years. The parcel is located at 301 South Street, embedded in what is currently a portion of the
14 State Lab parking lot, adjacent to the Tower Building on the property. The lease does not include
15 any space inside of any of the buildings located on the property. The exact location and
16 boundaries of the parcel to be leased shall be determined by the commissioner based upon a
17 survey.

18 SECTION 3. The parcel described in section 2 shall be leased for \$1 per lease term. The
19 lease shall provide lessee to unfettered access to the hose and water apparatus on the property
20 during the growing season between May 1 and October 1 of each year, provided that lessee's
21 lease payments include compensation for the utilities consumed by lessee during such period.

22 SECTION 4. No lease agreement entered into under section 1, by or on behalf of the
23 commonwealth, shall be valid unless the agreement provides that the parcel shall be used solely
24 for activities directly related to the purposes described in section 1 and providing for termination
25 of the lease if for any reason the parcel ceases to be used for the purposes described in section 1.
26 If the lease is terminated, the parcel shall revert to the commonwealth, under the care, custody
27 and control of the division of capital asset management and maintenance.

28 SECTION 5. Any lease agreement entered into under section 1 shall require that the
29 lessee maintain the health and aesthetics of the parcel. The lease or other agreement authorized
30 by this act shall be on terms and conditions acceptable to the commissioner; provided, however,
31 that such lease or other agreement shall provide, without limitation, that (a) the lessee shall be
32 responsible for the acts, omissions, and negligence of lessee and lessee's representatives,

33 invitees, or any other person claiming by or through the lessee personal injury or death, or
34 damage or loss to personal property, while on the property; (b) the lessee shall carry
35 comprehensive general liability insurance naming the commonwealth as co-insured, protecting
36 the commonwealth against all claims for personal injury or property damage arising from land,
37 structures, and appurtenances associated therewith during the term of the lease; (c) the lessee
38 shall not design or construct any facilities or improvements on the parcel without express prior
39 written approval of the division. Lessor is under no obligation to make any repairs, renovations,
40 improvements, or alterations to the parcel. The inspector general shall review and approve the
41 lease or other agreement prior to execution.

42 SECTION 6. This act shall take effect upon its passage.