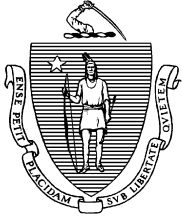


SENATE, No. 2845

[SIMILAR MATTER FILED DURING PAST SESSION
SEE NO. OF]



The Commonwealth of Massachusetts

IN THE YEAR OF TWO THOUSAND AND EIGHT

AN ACT AN ACT RELATIVE TO LEASING A CERTAIN PARCEL OF LAND IN THE CITY OF NORTHAMPTON

Whereas, The deferred operation of this act would tend to defeat its purpose, which is forthwith to allow for the leasing of a parcel of land in the city of Northampton, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*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. SECTION 1. Notwithstanding any general or special law to the contrary, but
2 subject to section 40J of chapter 7 of the General Laws, the commissioner of the division of
3 capital asset management and maintenance may, in consultation with the administrative office
4 of the trial court, lease to the city of Northampton, for a term, including extensions, not to
5 exceed 99 years, a parcel of land on the west side of Gothic Street in the city of Northampton
6 containing approximately .47 acres, said parcel being shown on a plan on file with the division
7 of capital asset management and maintenance. The exact boundaries of said parcel shall be

8 determined by said commissioner based upon a survey prepared in accordance with Section 5
9 of this act.

10 SECTION 2. No lease agreement entered into pursuant to this act by the Commonwealth shall
11 be valid unless it provides that the parcel shall be used solely for municipal and public parking
12 facilities and accessory uses directly related to the lessee's purposes as determined by the
13 commissioner of the division of capital asset management and maintenance in consultation
14 with the administrative office of the trial court. No such lease agreement shall be valid unless
15 it further provides that if, for any reason, the parcel ceases to be used for the purposes
16 described herein, the Commonwealth may terminate the lease under such terms and conditions
17 as said lease may prescribe.

18
19 SECTION 3. Any lease agreement entered into pursuant to this act by the Commonwealth
20 shall provide by reservation or otherwise for 55 dedicated parking spaces for use by the
21 administrative office of the trial court at no cost to the Commonwealth whatsoever for the full
22 term of the lease. The consideration for the lease shall be the provision of said dedicated
23 parking spaces and the city of Northampton's responsibility for all costs and expenses
24 associated with the parking facilities as provided in Section 5 of this act. The lease shall also
25 provide for a mutually acceptable method of determining substitute or in-kind consideration to
26 be paid or provided by the city of Northampton to the Commonwealth in the event that the
27 administrative office of the trial court or another state agency or user ceases to use all or a
28 portion of said dedicated parking, taking into consideration the cost to the city of providing 55
29 replacement spaces as covered parking, parking lot maintenance, parking enforcement, and
30 other costs associated with providing parking lot operations over the term of the lease. The

31 commissioner of the division of capital asset management and maintenance shall determine,
32 from time to time, in consultation with the administrative office of the trial court and the city of
33 Northampton, the sufficient number of parking spaces based on size and configuration of
34 parking spaces at the time, and the location and access to such parking spaces for use by the
35 AOTC or another state agency or user and the terms and conditions governing their use and
36 operation; provided, however, that the total area of such parking spaces on the parcel shall not
37 materially exceed the area dedicated to the initial 55 parking spaces.

38
39 SECTION 4. Any lease agreement entered into pursuant to this act by the Commonwealth
40 shall be on such other terms and conditions as the commissioner of the division of capital asset
41 management and maintenance, in consultation with the administrative office of the trial court,
42 deems appropriate. In furtherance and not in limitation of the foregoing, any such lease
43 agreement shall contain a provision that requires the lessee to indemnify and hold the
44 Commonwealth, the division of capital asset management and maintenance and the
45 administrative office of the trial court harmless from any and all personal injury or property
46 damage caused or suffered by the lessee, its representatives, clients, agents, invitees or any
47 other member of the public. This indemnity and hold harmless provision shall cover all costs,
48 expenses, liabilities and legal fees in connection with any injury, loss, damage, liability or
49 claim, or any proceeding brought thereon or in defense thereof.

50
51 SECTION 5. The lessee shall be responsible for procuring all work, including without
52 limitation, legal services, survey, title and the preparation of plans and specifications as
53 deemed necessary or appropriate by the commissioner of the division of capital asset

54 management and maintenance to implement the provisions of this act, and shall pay all costs
55 and expenses therefor. The lessee shall also be responsible for all costs, liabilities and
56 expenses of any kind for the development, construction, improvement, repair, maintenance,
57 management and operation of the parking facilities on the parcel.

58

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