HOUSE DOCKET, NO. 2067 FILED ON: 1/20/2011

HOUSE . . . . . No. 2595

The Commonwealth of Massachusetts

PRESENTED BY:

Michael J. Moran

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 passage of the accompanying:

An Act relative to the fair market value of Charles River Boathouse rentals.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Michael J. Moran	*18th Suffolk*

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By Mr. Moran of Boston, a petition (accompanied by bill, House, No. 2595) of Michael J. Moran for legislation to authorize the Commissioner of the Division of Capital Asset Management and Maintenance to lease certain property used by non-profit organizations for Charles River Boathouse rentals. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

An Act relative to the fair market value of Charles River Boathouse rentals.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for the lease of property used by non-profit organizations on the Charles River, 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:

SECTION 1. Notwithstanding sections 40E to 40J of chapter 7 of the General Laws or any other general or special law to the contrary, the commissioner of the division of capital asset management and maintenance shall, in consultation with the commissioner of the department of conservation and recreation, lease or enter into other agreements for a term not to exceed 5, with an option for renewal or extension of said lease or other agreement for additional terms of up to 5 years, with an organization currently operating a yacht club or other boating facility on public park land under the care and control of said department of conservation and recreation for the state owned buildings and facilities together with the land and appurtenances associated therewith used by said yacht clubs or boating organization as shown in existing records of said department. This authorization shall only apply to the following yacht clubs and other boating organizations and facilities: the Union Boat Club, Boston; the Cambridge Boat Club, Cambridge; the Riverside Boat Club, Cambridge; the Buckingham, Browne & Nichols Boat House, Cambridge; the M.I.T. Boat House, Cambridge; the Belmont Hill/Winsor Boat House, Cambridge; the Tufts University, Medford; the Harvard Sailing Pavilion, Cambridge; the Boston University Sailing Pavilion, Boston; the M.I.T. Sailing Pavilion, Cambridge; the Puritan Canoe Club, Boston; the Neponset Valley Yacht Club, Milton; the Wollaston Yacht Club, Quincy; the Squantum Yacht Club, Quincy; the South Shore Yacht Club, Weymouth; the Charlesgate Yacht Club, Cambridge; the Charles River Yacht Club, Cambridge; the Newton Yacht Club, Newton;

19 the Columbia Yacht Club, Boston; the South Boston Yacht Club, Boston; the Riverside Yacht
20 Club, Medford; the Medford Boat Club, Medford; the Mystic Wellington Yacht Club, Medford;
21 the Winterhill Yacht Club, Somerville; the Watertown Yacht Club, Watertown; the East Boston
22 Yacht Club, Boston; the Dorchester Yacht Club, Dorchester; the Boston Harbor Yacht Club,
23 Boston; the Blessing of the Bay Boat House, Somerville; and the Boston University DeWolfe
24 Boat House, Cambridge. Prior to entering into a lease or other agreement pursuant to this section
25 said commissioner, in consultation with the commissioner of the department of conservation and
26 recreation, shall complete of a survey to determine the exact boundaries of each parcel.

27 A lease or other agreement executed pursuant to this chapter shall require the lessee to
28 carry comprehensive general liability insurance with the commonwealth named as a co-insured,
29 protecting the commonwealth against all claims for personal injury or property damage arising
30 from the state owned buildings and facilities together with the land and appurtenances associated
31 therewith during the term of the lease.

32 SECTION 2. Notwithstanding sections 40E to 40J of chapter 7 of the General Laws or
33 any other general or special law to the contrary, a lease or other agreement executed pursuant to
34 section 1 shall be on terms and conditions acceptable to the commissioner of the division of
35 capital asset management and maintenance after consultation with the commissioner of the
36 department of conservation and recreation; provided, however, that said lease or other agreement
37 shall provide, without limitation, that: (i) the lessees shall manage, operate, improve, repair and
38 maintain the state owned buildings and facilities together with the land and appurtenances
39 associated therewith during the term of the lease; (ii) the lessee shall carry comprehensive
40 general liability insurance naming the commonwealth as a co-insured, protecting the
41 commonwealth against all claims for personal injury or property damage arising from the state
42 owned buildings and facilities together with the land and appurtenances associated therewith
43 during the term of the lease; (iii) the lessee shall provided appropriate public access to public
44 park land; (iv) the lessee shall be responsible for outreach and stewardship; and (v) the lessee
45 shall not design or construct any facilities on the parcel without the written approval of the
46 commissioner of the division of capital asset management and maintenance and the
47 commissioner of the department of conservation and recreation; provided, however, that the
48 commissioner of the division of capital asset management and maintenance and the
49 commissioner of the department of conservation and recreation shall not approve any design or
50 construction project pursuant to this clause unless said commissioners have determined that
51 lessee has sufficient financial resources to complete the project. The consideration for any lease
52 or other agreement pursuant to this section shall be the full and fair market value of said parcels
53 as determined by the commissioner of the division of capital asset management and maintenance,
54 in consultation with the commissioner of the department of conservation and recreation, pursuant
55 to 1 or more independent professional appraisals; provided, however, that in determining the full
56 and fair market value for any such lease or other agreement, the commissioner of capital asset
57 management and maintenance, in consultation with said the commissioner of the department of

58 conservation and recreation, shall develop a methodology for setting a fair rental payment and
59 with due regard to the criteria used by the department of conservation and recreation for setting
60 existing permit fees for yacht and boating facilities identified in section 1.

61 SECTION 3. Notwithstanding sections 40E to 40J of chapter 7 of the General Laws or
62 any other general or special law to the contrary, the lease or other agreement shall be prepared in
63 accordance with generally accepted real estate principles and policies of said the division of
64 capital asset management and maintenance. The commissioner shall, 30 days prior to the
65 execution of any lease or other agreement authorized pursuant to this act, submit the lease to the
66 inspector general for review. All consideration received pursuant to a lease or other agreement
67 executed pursuant to this act shall be deposited in the General Fund.

68 SECTION 4. Notwithstanding sections 40E to 40J of chapter 7 of the General Laws or
69 any other general or special law to the contrary, the lessee shall be responsible for all costs and
70 expenses, including but not limited to: costs associated with any engineering, surveys, appraisals,
71 and deed preparation related to the lease or other agreement authorized pursuant to this act as
72 such costs may be determined by the commissioner of the division of capital asset management
73 and maintenance.

74 SECTION 5. Notwithstanding any other general or special law to the contrary, the
75 provisions of any general or special law or rule or regulation relating to the advertising, bidding
76 or award of contracts, to the procurement of services or to the construction and design of
77 improvements shall not be applicable to any lessee under this act.

78 SECTION 6. Notwithstanding any other general or special law to the contrary, if the
79 property ceases to be used at any time for the public purposes described in this act, or is used for
80 any purpose other than the public purposes stated in this act, the commissioner of the division of
81 capital asset management and maintenance shall give written notice to the lessee of the
82 unauthorized use. The lessee shall, upon receipt of the notice, have 30 days to respond and a
83 reasonable time to establish an authorized use of the parcel. If an authorized use of the parcel is
84 not thereafter established, the lease shall be void and the title to the parcel, upon the recording of
85 a notice thereof by the commissioner in the appropriate registry of deeds, shall revert to the
86 commonwealth and any further disposition of the property shall be subject to chapter 7 of the
87 General Laws.