

Accompanying the fourteenth recommendation of the Department of Highways (House, No. 141). State Administration.

**The Commonwealth of Massachusetts**

In the Year One Thousand Nine Hundred and Ninety-Five.

AN ACT RELATIVE TO THE JURISDICTION AND USE OF A CERTAIN PARCEL OF LAND IN THE CITY OF BOSTON.

1 *Whereas*, The deferred operation of this act would tend to  
2 defeat its purpose, which is to provide forthwith for legislation in  
3 aid of the construction of the so called Parcel Seven Garage in the  
4 Haymarket Square section of the City of Boston, therefore it is  
5 hereby declared to be an emergency law, necessary for the imme-  
6 diate preservation of public safety and 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. Notwithstanding any general or special law to the  
2 contrary, including but not limited to the provisions of sections  
3 thirty-eight C, forty A and forty B of chapter seven of the General  
4 Laws, the department of highways shall have jurisdiction over the  
5 selection of designers performing design services in connection  
6 with construction of the so-called Parcel Seven Garage to be  
7 located in Haymarket Square in the City of Boston as part of the  
8 Central Artery/Tunnel Project, and the department of highways  
9 shall control and supervise the construction of said structure.  
10 After completion of said structure, management, maintenance, and  
11 future reconstruction of said structure shall be the responsibility  
12 of the division of capital planning and operations.

1 SECTION 2. (a) As used in this act, the term "retail store"  
2 shall mean any retail, commercial or restaurant establishment  
3 other than an establishment licensed to sell alcoholic beverages  
4 including beer and wine.

5 (b) The division of capital planning and operations, hereinafter  
6 called the division, is hereby authorized to execute and deliver, in  
7 the name and on behalf of the commonwealth, a lease or leases, in  
8 one or more instruments, with a person or persons, corporation,  
9 partnership or other entity or entities, hereinafter called the tenant  
10 or tenants with regard to the portions of the Parcel Seven Garage  
11 located at Haymarket Square in the city of Boston, which have  
12 been set aside for retail, restaurant and other commercial uses.  
13 Notwithstanding the provisions of section forty H and forty I of  
14 chapter seven of the General Laws or any other general or special  
15 law to the contrary, a minimum of fifty-one per cent of the net  
16 available floor space, excluding the parking area, shall be dedicat-  
17 ed to the relocation of those retail vendors and other businesses in  
18 the area adjacent to Haymarket Square and the North End of  
19 Boston forced to relocate by the construction of the Central  
20 Artery/Third Harbor Tunnel. If the number of applicants occa-  
21 sioned by such relocation exceeds said dedicated floor space, the  
22 division may select tenants on the basis of a lottery. With regard to  
23 the lease of space other than for the relocation of businesses  
24 forced to relocate by the construction of the Central Artery/Third  
25 Harbor Tunnel, said division shall comply with the provisions of  
26 sections forty H and forty I of chapter seven of the General Laws  
27 in obtaining proposals to enter into a lease or leases authorized by  
28 this section.

29 Notwithstanding the provisions of sections forty H and I of  
30 chapter seven, the division is hereby authorized to enter into  
31 leases with businesses forced to relocate by construction of the  
32 Central Artery/Third Harbor Tunnel and which relocate to the  
33 Parcel Seven Garage. The provisions of sections forty H and  
34 forty I of chapter seven and section twenty A of chapter nine of  
35 the General Laws shall not apply to the renewals or extensions or  
36 amendments and agreements related to such leases. The annual  
37 rental payment to the commonwealth over the term of each lease  
38 shall be a fair and equitable amount determined by the division  
39 based on the fair market value of the rental space as determined  
40 by an independent appraisal and said rental payment shall not be  
41 subordinated to any lease-hold mortgage of the tenant.

42 The tenant shall carry, in an amount approved in writing by the  
43 commissioner of the division, hereinafter called the commissioner,

44 comprehensive general liability insurance protecting tenant and  
45 the commonwealth against personal injuries and property damage  
46 occurring in said leased premises and appurtenant common areas,  
47 and such fire and extended risk insurance, as said commissioner  
48 deems appropriate covering all nonstructural portions of said  
49 leased premises. Said lease shall require tenant to furnish to said  
50 commissioner insurance covering and protecting said building  
51 against damages resulting from tenants' renovation work in  
52 amounts deemed necessary and adequate by said commissioner.  
53 Said lease and agreement shall be in such form and contain such  
54 provisions consistent herewith as the division in consultation with  
55 the secretary of transportation and construction may determine.

56 Said leases and agreements, when executed by the  
57 commissioner, shall be deemed conclusively authorized hereby;  
58 provided, however, that it contains provisions consistent with the  
59 provisions of this act. The commissioner from time to time is  
60 hereby also authorized to execute and deliver, in the name and on  
61 behalf of the commonwealth, a notice of lease for recording and  
62 any and all other agreements and instruments related to the leases  
63 and agreements authorized hereby which said division may deter-  
64 mine appropriate from time to time. Any such notice of lease,  
65 agreement or instrument, when executed by the commissioner,  
66 shall be deemed conclusively authorized hereby; provided, how-  
67 ever, that it contains provisions consistent with this act.

68 Any lease made by the division pursuant to this section which  
69 calculates rental payments based on the net profits or gross  
70 receipts of the tenant shall include provisions, satisfactory to the  
71 division, to ensure that the net profits or gross receipts will be  
72 computed in a fair and reasonable manner. Such lease shall  
73 require the tenant to obtain an annual financial audit of the finan-  
74 cial books and records relating to such lease from an independent  
75 certified public accountant or accounting firm approved by the  
76 division, and the commonwealth shall have the audit rights  
77 described in subsection (i).

78 (c) The division is hereby authorized to enter into an agreement  
79 or agreements for operation of the parking garage portion of the  
80 Parcel Seven Garage. The operator for said parking garage por-  
81 tion, (hereinafter referred to as the "Garage Operator"), shall be  
82 selected by the division on the basis of competitive proposals. The

83 division shall determine the minimum scope of services of the  
84 Garage Operator and the minimum terms and conditions of the  
85 agreement, and shall request proposals by advertisement in the  
86 central register and a newspaper of general circulation at least  
87 three weeks prior to date set for receipt of proposals. The division  
88 shall select the successful bidder on the basis of price, qualifica-  
89 tions, level and quality of proposed services, and such other crite-  
90 ria as are determined by the division. The operating agreement  
91 shall include provisions, satisfactory to the division, to ensure that  
92 gross receipts or net profits will be computed in a fair and reason-  
93 able manner. The agreement shall require the Garage Operator to  
94 submit, prior to the first day of each calendar year, an annual  
95 operating expense budget, which shall be subject to the approval  
96 of the division. The division shall have the right to object to any  
97 item included therein. The agreement shall require the Garage  
98 Operator to obtain an annual financial audit of the financial books  
99 and records relating to such agreement from an independent certi-  
100 fied public accountant or accounting firm approved by the divi-  
101 sion, and the commonwealth shall have the audit rights described  
102 in subsection (i) of this act.

103 (d) The lease and agreement for the retail, restaurant, parking  
104 garage, or other commercial areas of said building as described in  
105 this act and any renewal, extension, or transfer of such lease and  
106 agreement, shall not be effective until thirty business days after a  
107 statement required under the provisions of section forty J of chap-  
108 ter seven of the General Laws, has been filed with the division.  
109 Each sublease shall require each subtenant to comply with the  
110 provisions of said section forty J.

111 (e) No lease, nor any sublease shall be granted or assigned for  
112 the use of any retail or commercial space within, or upon any land  
113 which makes up such building to any individual, corporation,  
114 company, business, partnership, or any other entity for the  
115 purposes of engaging in, on the premises, the sale, rental, or other  
116 dissemination of pornographic materials, including but not limited  
117 to, books, magazines, movie films, video tapes, video cassettes,  
118 video disks, slides, still pictures, live nude or erotic entertainment,  
119 erotic devices and associated paraphernalia, or any advertisement  
120 of the aforementioned.

121 No lease, nor any sublease shall be granted or assigned to any  
122 individual, corporation, company, business, partnership, or any  
123 other entity for the keeping and operating of a video arcade,  
124 within, or about the premises of said building.

125 No lease, nor any sublease, shall be granted or assigned to any  
126 individual, corporation, company, business, partnership, or any  
127 other entity (i) for the purpose of operating any consumption on  
128 the premises, or (ii) for the purpose of operating any establish-  
129 ment where dancing to live, recorded, or transmitted music is per-  
130 mitted unless such establishment has an alcoholic beverage  
131 license and prepares food for consumption on the premises.

132 No lease, nor any sublease shall be granted or assigned to any  
133 individual, group of individuals, commission, committee, associa-  
134 tion, corporation, political party, or any other entity which has as  
135 its purpose electing, promoting, or endorsing the political cam-  
136 paign of any individual, group of individuals, profit or nonprofit  
137 organization, or political party, including any ballot question or  
138 legislation, at a local, county, state, or national level and which  
139 anticipates using the premises for such purposes. This section  
140 shall not prevent the lease or sublease to any governmental unit of  
141 the commonwealth or any creation or subdivision thereof.

142 All leases and subleases on such premises shall contain  
143 language which shall prohibit the uses and activities proscribed by  
144 this section.

145 (f) The lease, and all subleases, shall contain appropriate  
146 restrictions prohibiting discrimination by the tenant and any sub-  
147 tenants, contractors, employees or other persons dealing with the  
148 tenant with respect to the leased portions of the building described  
149 in subsection (b) on the basis of race, creed, color, sex, age,  
150 national origin, religion or handicap; and shall require observance  
151 of appropriate affirmative action provisions.

152 (g) The leasehold interests under a lease authorized by this act  
153 shall be assessed and taxed to the tenant thereof or his assigns  
154 under section two B of chapter fifty-nine of the General Laws in  
155 the same manner and same extent as if such tenant or his assigns  
156 were the owner thereof in fee, except that no part of the value of  
157 land shall be included in any such assessment. No tax assessed to  
158 the tenant under section two B of chapter fifty-nine shall be  
159 retained out of rent or recovered under section twelve C of said  
160 chapter fifty-nine.

161 (h) Licenses may be granted or transferred, as provided for in  
162 chapter one hundred and thirty-eight of the General Laws or by  
163 rule or regulation of the alcoholic beverages control commission,  
164 for the sale of alcoholic beverages within establishments covered  
165 by a lease, sublease, or other agreements authorized by this act.

166 Any transfer or grant of such alcoholic beverage license shall  
167 require the prior written approval of the commissioner. The com-  
168 missioner shall provide a copy of such written approval to the  
169 joint committee on state administration at least thirty business  
170 days prior to the transfer or grant of any such alcoholic beverage  
171 license. Nothing contained in this act shall be construed to  
172 increase the total number of alcoholic beverage licenses which  
173 may be granted by the city of Boston.

174 (i) The lease and agreement authorized by this act shall contain  
175 language which shall permit the auditor of the commonwealth, or  
176 his designee, to inspect, and to audit, any of the tenant's financial  
177 books and records relating to such lease and agreement at any  
178 time upon reasonable notice. The lease shall require the tenant to  
179 obtain an annual audit of the financial books and records relating  
180 to such lease and agreement from an independent certified public  
181 accountant or accounting firm approved by the commissioner.

182 (j) The leasehold interest and other rights created by the lease  
183 and agreement authorized by this act may be subleased, assigned,  
184 pledged, mortgaged and otherwise dealt with subject to and in  
185 accordance with the terms of such lease and agreement, and any  
186 pledge or mortgage may be foreclosed subject to the terms of such  
187 lease and agreement.

188 (k) The division may procure and enter into a contract for the  
189 provision of building management services for the operation and  
190 maintenance of said Parcel Seven Garage building as described in  
191 subsection (b). (The provider of such building management serv-  
192 ices is hereinafter referred to as the "Building Manager".) The  
193 Building Manager shall be selected by the division on the basis of  
194 competitive proposals. The division shall determine the minimum  
195 scope of services of the Building Manager and the terms and con-  
196 ditions of the agreement, and shall request proposals by advertise-  
197 ment in the central register and a newspaper of general circulation  
198 at least three weeks prior to date set for receipt of proposals. The  
199 division shall select the successful bidder on the basis of price,

200 qualifications, level and quality of proposed services, and such  
201 other criteria as are determined by the division. The division shall  
202 annually review the Building Manager's performance against  
203 explicit maintenance performance criteria which shall be incorpo-  
204 rated into the contract.

205 In carrying out its duties and responsibilities under said build-  
206 ing management services contract, the Building Manager shall not  
207 be subject to laws applicable to public agencies; nor shall tenants  
208 carrying out building projects for leasehold improvements be sub-  
209 ject to laws applicable for public agencies; provided, however,  
210 that all leasehold improvements shall be performed in accordance  
211 with the reasonable standards and conditions set forth by the divi-  
212 sion and Building Manager.

213 (1) There shall be established and set up on the books of the  
214 commonwealth a separate fund, to be known as the Parcel Seven  
215 Garage Management Fund. Said fund shall consist of all revenues  
216 received by the division from the operation of said building and  
217 the parking garage therein, including any rental charges paid to  
218 the division by public agencies occupying space in said building,  
219 and all other monies credited or transferred thereto from any other  
220 fund or source pursuant to law. Said funds shall be expended,  
221 without further appropriation, for the operation, improvement,  
222 maintenance, and repair of said building and for the establishment  
223 of reserve accounts for working capital, operation, improvement,  
224 maintenance and repairs. The division at its discretion may trans-  
225 fer monies between those reserve accounts.

1 SECTION 3. If any provisions of this act shall be held invalid  
2 in any circumstances, such invalidity shall not affect any other  
3 provisions and shall be severable.

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
CHICAGO, ILL.

TO THE HONORABLE CHIEF OF BUREAU OF CHEMISTRY  
WASHINGTON, D. C.

SIR:

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above matter.

The following information is being furnished to you for your information:

The above named substance is a white, crystalline solid, melting at 100°C. It is soluble in water and alcohol.

The analysis of the substance is as follows:

Calcd. for C<sub>10</sub>H<sub>10</sub>O<sub>2</sub>: C, 76.6%; H, 6.5%; O, 16.9%.

Found: C, 76.5%; H, 6.4%; O, 16.8%.

The above information is being furnished to you for your information.

Very respectfully,  
[Signature]

Very respectfully,  
[Signature]

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
CHICAGO, ILL.