

SENATE. No. 2271

The Commonwealth of Massachusetts

SENATE, April 22, 1996.

The committee on Ways and Means, to whom was committed the Senate Bill relative to authorizing the commissioner of the division of capital planning and operations to enter into a lease agreement with the Good Shepherd Association (Senate, No. 2061), report recommending that the same ought to pass, with an amendment, substituting a new draft with the same title (Senate, No. 2271).

For the committee,

STANLEY C. ROSENBERG.

The Commonwealth of Massachusetts

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

AN ACT RELATIVE TO AUTHORIZING THE COMMISSIONER OF THE DIVISION OF CAPITAL PLANNING AND OPERATIONS TO ENTER INTO A LEASE AGREEMENT WITH THE GOOD SHEPHERD ASSOCIATION.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Notwithstanding the provisions of sections 40F½, 40H, and 40I
2 of Chapter 7 of the General Laws, the commissioner of the divi-
3 sion of capital planning and operations is hereby authorized to
4 enter into a lease agreement with the Good Shepherd Association,
5 so called, for real estate known as the convent building and other
6 portions of the facility as determined by the parties on the
7 premises located at 280 Tinkham Road in Springfield,
8 Massachusetts. Said lease agreement shall be for a period not to
9 exceed ten years.

10 The structure and land to be leased are known as “Our Lady of
11 Lourdes School” located at 280 Tinkham Road in Springfield,
12 Massachusetts. The lease term shall be five years, with an option
13 to renew if the commissioner of the department of youth services
14 and the commissioner of the division of capital planning and oper-
15 ations approve such option to renew, in writing. The lessee shall
16 use the property solely for the purposes of a residence and work-
17 place for religious men and women. If at any time said parcel of
18 land and building cease to be used for the purposes described
19 herein or are used for any other purposes, said parcel of land and
20 building and all interest therein shall revert to the commonwealth
21 upon notice by the commissioner of the division of capital plan-
22 ning and operations.

23 The terms of the lease agreement shall be approved by the com-
24 missioner of the division of capital planning and operations. The
25 lease price paid by the lessee or its designee for said parcel shall
26 be the full and fair market value of the property as determined by
27 independent appraisal, for its use as described herein. Said lessee

28 or its designee shall pay such lease price in accordance with the
29 terms of the agreement. The lessee shall be responsible for all
30 costs and expenses of appraisals and other expenses relating to the
31 lease of the property authorized by this act, and for all costs,
32 expenses, and liabilities of every nature and kind for the use,
33 occupancy, maintenance, repair, replacement and operation of the
34 property subject to the lease.

