

HOUSE No. 2151

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, February 10, 1993.

The committee on Ways and Means, to whom was referred the Bill furthering the establishment of a multi-purpose arena and transportation center (Senate, No. 1492, amended), reports, in part, recommending that the accompanying bill (House, No. 2151) ought to pass.

For the committee,

THOMAS M. FINNERAN.

The Commonwealth of Massachusetts

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

AN ACT FURTHERING THE ESTABLISHMENT OF A TRANSPORTATION CENTER AND MULTI-PURPOSE ARENA.

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. It is hereby found and declared that the
2 construction of a new transportation center and multi-purpose
3 arena will substantially enhance the North Station area and
4 prevent the creation of any blighted open areas which would be
5 detrimental to the safety, health, morals and welfare of the
6 community.

7 It is hereby further found and declared that the new transpor-
8 tation center: (1) will significantly improve mass transportation
9 services to and from the metropolitan Boston area as well as the
10 Commonwealth overall; (2) will create a new state of the art
11 regional transportation center including an enclosed train shed,
12 passenger concourse, modern platform, ticketing facilities and
13 train persons' facilities; (3) will extend and improve the existing
14 rapid transit system for the state's capital city and surrounding
15 cities; (4) will create better linkage between the rapid transit
16 system and the commuter rail system; and (5) will provide or
17 allow for other significant structural improvements including a
18 super platform for the rapid transit system.

19 It is hereby further found and declared that the construction
20 of a multi-purpose arena: (1) will preserve the Commonwealth's
21 existing capacity to provide facilities open and available to large
22 numbers of citizens for activities such as concerts, theatrical
23 exhibitions, other cultural presentations, recreational activities
24 including shows, expositions and professional and amateur
25 athletic events; (2) will expand the Commonwealth's existing
26 capacity by providing a larger year round facility which will
27 provide greater access to the public for such activities and increase
28 the Commonwealth's ability to attract national and international
29 amateur sporting and cultural events.

30 It is hereby further found and declared: (1) that the
31 construction of a new multi-purpose arena and transportation
32 center in the metropolitan Boston area is vital to the overall health
33 and growth of the Commonwealth's economy; (2) that the
34 Commonwealth suffers from structural economic weaknesses
35 which contribute to an unacceptable level of unemployment and
36 underemployment; (3) between 1989 and 1992, over ten percent
37 of the total number of jobs in the Commonwealth have been
38 lost; (4) that this lack of gainful employment puts additional
39 pressure on the state's welfare programs and increases the cost
40 of unemployment compensation; (5) that construction of the
41 multi-purpose arena and transportation center will promote the
42 prosperity and general welfare of all the citizens of the Common-
43 wealth by increasing gainful employment, decreasing welfare and
44 unemployment compensation costs, increasing the tax base of the
45 Commonwealth, encouraging economic development and
46 stimulating investment within and around the capitol city as well
47 as the Commonwealth overall.

48 It is hereby further found and declared that the multi-purpose
49 arena and transportation center, and the resulting public benefits,
50 would not occur by the operation of private enterprise and finance
51 alone and public participation is hereby declared to be essential
52 for the creation of these facilities.

1 SECTION 2. Chapter 15 of the Acts of 1988 is hereby amended
2 by inserting after section 31 the following sections: —

3 Section 31A. Notwithstanding the provisions of section thirty-
4 one of this chapter, chapter seven of the General Laws, or any
5 other general or special law to the contrary and for the purpose
6 of further improving mass transportation and rail service the
7 Commonwealth of Massachusetts, acting through the Massachu-
8 setts Highway Department is hereby authorized to transfer for
9 compensation of one dollar to the Massachusetts Bay Transpor-
10 tation Authority: —

11 (a) fee simple title to Parcels B1 and B2, as shown on a plan
12 entitled, "Subdivision Plan of Land in Boston, Mass., Prepared
13 for New Boston Garden Corporation", dated September 15, 1992,
14 Revised October 20, 1992, as recorded with the Suffolk County
15 Registry of Deeds in Book 17881 at Page End; and

16 (b) property interests and easements in Parcels E1, E2, E3, E4
17 and E5 as shown on a plan entitled, "M.H.D. Easements located
18 in Boston, Mass., Prepared for New Boston Garden Corpo-
19 ration", dated October 7, 1992, as recorded with the Suffolk
20 County Registry of Deeds in Book 17881 at Page End.

21 Section 31B. Notwithstanding the provisions of said section
22 thirty-one or any other general or special law to the contrary and
23 for the purpose of further improving economic development,
24 employment opportunities, and the generation of tax revenues,
25 the Massachusetts Bay Transportation Authority is hereby
26 authorized to transfer to the Garden Corporation, a Massachu-
27 setts corporation:

28 (a) the following easements below thirty-five feet above the
29 highest elevation of the surface of Parcels A1 and A2 as shown
30 on a plan entitled, "Subdivision Plan of Land in Boston, Mass.,
31 Prepared for New Boston Garden Corporation" dated Sep-
32 tember 15, 1992, Revised October 20, 1992, as recorded with the
33 Suffolk County Registry of Deeds in Book 17881 at Page End
34 which surface elevation is hereby determined to have been, for
35 the purposes of said section thirty-one, at 11.9 feet above mean
36 sea level as defined by the National Geodetic Vertical Datum of
37 1929:

38 (1) a permanent encroachment easement, commencing at
39 elevation 41.9 feet above said mean sea level up to elevation 46.9
40 feet above said mean sea level, for the construction, ownership
41 and use of a building, including, without limitation, as to
42 structure, exterior and interior walls, utility systems, elevators and
43 elevator cores and pits, escalators and escalator cores and pits,
44 passageways, stairways, structural members, floors and ceilings,
45 and as to use, any lawful use;

46 (2) a permanent encroachment easement, commencing at the
47 elevation of the surface of said Parcels A1 and A2 up to
48 elevation 41.9 feet above said mean sea level, for the construction,
49 ownership and use of a building designed in a manner acceptable
50 to the Authority, including, without limitation, as to structure,
51 exterior and interior walls, utility systems, elevators and elevator
52 cores and pits, escalators and escalator cores and pits,
53 passageways, stairways, structural members, floors and ceilings,
54 and, as to use:

55 (i) the exclusive right to use up to 53,000 square feet of space
56 within such improvements for any lawful purpose, other than
57 retail purposes;

58 (ii) the exclusive right to use up to 11,000 square feet, for retail
59 purposes within such improvements, other than on the cross-
60 platform, which shall not be used for any commercial purpose;
61 and

62 (iii) the exclusive right to use for advertising purposes (A) the
63 space identified in the preceding subsections (i) and (ii),
64 including on all walls defining said space; and (B) the space
65 within and on all walls defining the interim concourse referred
66 to below and any interim or permanent concourse built in
67 replacement thereof. The Authority shall retain the exclusive right
68 to use for advertising purposes the space within and on all walls
69 defining the train shed shell described below. The Authority shall
70 have the exclusive right to advertise within the space and on all
71 walls defining the cross platform described below.

72 (b) the following easement below thirty-five feet above the
73 highest elevation of the surface of Parcels A3 and A4, as shown
74 on a plan entitled "Subdivision Plan of Land in Boston, Mass.
75 Prepared for New Boston Garden Corporation", dated
76 September 15, 1992, revised October 20, 1992, as recorded with
77 the Suffolk County Registry of Deeds in Book 17881 at Page End,
78 which surface elevation is hereby determined to have been, for
79 the purposes of said section thirty-one, at 11.9 feet above mean
80 sea level as defined by the National Geodetic Vertical Datum of
81 1929: a permanent encroachment easement commencing at
82 elevation 41.9 feet above said mean sea level up to 46.9 feet above
83 said mean sea level, for the construction, ownership and use of
84 a building, including, without limitation, as to structure, exterior,
85 and interior walls, utility systems, elevators and elevator cores and
86 pits, escalators and escalator cores and pits, passageways,
87 stairways, structural members, floors and ceilings, and as to use,
88 any lawful use.

89 (c) the following easements in Parcels A3, A4, C1, C2 and C3,
90 and the parcel (referred to herein as the "Additional Parcel") show
91 as "N/F M.B.T.A.", bounded on the east by Parcel A3 and on
92 the north by Parcel C1, all as shown on a plan entitled
93 "Subdivision Plan of Land in Boston, Mass., Prepared for New

94 Boston Garden Corporation", dated September 15, 1992, Revised
95 October 20, 1992, as recorded with the Suffolk County Registry
96 of Deeds in Book 17881 at Page End:

97 (i) a truck ramp easement approximately 15 feet in width across
98 the northern end of Parcels C1 and C2 and C3;

99 (ii) two pedestrian access easements approximately 20 feet in
100 width across (A) the portion of Parcel A3 and the Additional
101 Parcel abutting the parcel shown as "N/F General Services
102 Administration" on said plan, and (B) the portion of Parcels A4,
103 C2 and C3 abutting Parcels A2, C4 and C5; and

104 (iii) subsurface utility easements across one or more of said
105 Parcels in locations approved by the Authority.

106 (d) the following easements in Parcels C4, C5, C6, C7, C8 and
107 B2 as shown on a plan entitled, "Subdivision Plan of Land in
108 Boston, Mass., Prepared for New Boston Garden Corporation",
109 dated September 15, 1992, Revised October 20, 1992, as recorded
110 with the Suffolk County Registry of Deeds in Book 17881 at Page
111 End:

112 (1) a permanent encroachment easement, commencing at
113 elevation 41.9 feet above said mean sea level, for the construction,
114 ownership and use of a building, including, without limitation,
115 as to structure, exterior and interior walls, utility systems,
116 elevators and elevator cores and pits, escalators and escalator
117 cores and pits, passageways, stairways, structural members, floors
118 and ceilings, and as to use, any lawful use;

119 (2) a permanent encroachment easement, commencing at the
120 elevation of the surface of said Parcels C4, C5, C6, C7, C8 and
121 B2 up to elevation 41.9 feet above said mean sea level, for the
122 construction, ownership and use of a building designed in a
123 manner acceptable to the Authority and specifically shall not
124 affect any rail track on parcels C6, C7 and C8, including, without
125 limitation, as to structure, exterior and interior walls, utility
126 systems, elevators and elevator cores and pits, escalators and
127 escalator cores and pits, passageways, stairways, structural
128 members, floors and ceilings, and as to use, the same rights,
129 subject to the same limitations, as are set forth in subsection
130 (a)(2)(i)-(iii) hereof, that is, the exclusive right to use up to 53,000
131 square feet and 11,000 square feet set forth in subsections (a)(2)(i)-
132 (ii) hereof shall include the use of Parcels C4, C5, C6, C7, C8,

- 133 and B2 below elevation 41.9 feet set forth in this subsection (d)(2);
134 and
- 135 (3) a permanent easement for the installation of foundations
136 and structural elements by the New Boston Garden Corporation
137 in parcel B2, and for the use of support of foundations installed
138 by the Authority, on or beneath the surface of said parcels,
139 together with subsurface utility easements.
- 140 (e) the following easements in Parcels B1 and B2, as shown on
141 a plan entitled, "Subdivision Plan of Land in Boston, Mass.
142 Prepared for New Boston Garden Corporation", dated
143 September 15, 1992, Revised October 20, 1992, as recorded with
144 the Suffolk County Registry of Deeds in Book 17881 at Page End
145 and in Parcels E1, E2, E3, E4 and E5 as shown on a plan entitled,
146 "M.H.D. Easements Located in Boston, Mass. Prepared for New
147 Boston Garden Corporation", dated October 7, 1992, as recorded
148 with the Suffolk County Registry of Deeds in Book 17881 at Page
149 End;
- 150 (i) a pedestrian and vehicular access easement and subsurface
151 easement across Parcels B1 and B2 in locations approved by the
152 Authority;
- 153 (ii) a roof overhang and an advertising sign and building
154 encroachment easement above Parcels E1 and E2;
- 155 (iii) a temporary construction easement on Parcels E3 and E4;
- 156 (iv) a vehicular access and media truck hookup and parking
157 easement on Parcels E3 and E5 in locations approved by the
158 Authority; and
- 159 (v) a building encroachment easement above Parcel E5.
- 160 (f) the following easements or rights in Parcels E1, E2 and E3
161 as shown on a plan entitled "M.B.T.A. Easements Located in
162 Boston, Mass. Prepared for New Boston Garden Corporation",
163 dated October 6, 1992, as recorded with the Suffolk County
164 Registry of Deeds in Book 17881 at Page End:
- 165 (i) a subsurface utility easement across Parcels E1 and E2 in
166 locations approved by the Authority; and
- 167 (ii) a right to connect to an existing storm water runoff pipe
168 located on Parcel E3, provided that the Garden Corporation shall
169 thereafter be responsible for one-half of the cost of maintaining
170 said pipe.

171 All of the easements to be granted to the Garden Corporation
172 or New Boston Garden Corporation pursuant hereto shall run
173 with the land.

174 The Massachusetts Bay Transportation Authority shall not
175 transfer to the Garden Corporation any of the above-described
176 property interests and easements until said Authority, Garden
177 Corporation and New Boston Garden Corporation have entered
178 into a binding master agreement whereby the Garden Corporation
179 and the New Boston Garden Corporation shall do the following:
180 construct a train shed shell except for the south wall thereof which
181 shall be the responsibility of the Authority, of approximately
182 62,000 square feet; construct and maintain a cross platform area
183 of approximately 12,000 square feet, including maximum finish
184 levels and public restrooms; construct or provide on an interim
185 basis and maintain a train persons' room of approximately 4,000
186 square feet; construct or provide and maintain an interim
187 concourse of approximately 19,000 square feet which shall include
188 a passenger waiting area and ticketing facilities; provided that said
189 interim concourse or an alternate temporary protected walkway
190 the design and location of which shall be subject to the approval
191 of the Authority. Said Authority shall consider the alternate
192 walkway's capacity, requisite width, public safety and protection.
193 Said interim concourse or an alternate temporary protected
194 walkway shall be in existence at all times during and after
195 construction of the New Boston Garden until such time as the
196 permanent concourse referred to below is operational, such
197 interim concourse to be replaced by the Garden Corporation with
198 a permanent concourse of not less than 19,000 square feet on the
199 site of the existing Boston Garden when the existing Boston
200 Garden is developed or put to any commercial use excluding any
201 commercial use within the interim concourse; and has transferred
202 to the Massachusetts Bay Transportation Authority the following
203 easements, all of which shall run with the land encumbered by
204 the respective easements: (1) a mutually satisfactory under-
205 ground easement through the existing Boston Garden site for the
206 proposed Green Line extension; (2) a mutually satisfactory
207 underground and above ground easement for access to the super
208 platform serving the Green line and Orange line; (3) a mutually
209 satisfactory access easement to the elevated tracks of the existing

210 Green Line above Causeway Street; (4) a mutually satisfactory
211 easement for the concourse, either interim or permanent,
212 described above to be located on the existing Boston Garden site
213 following its demolition; such permanent concourse to be
214 generally in the following location: that portion of the parcel
215 shown as "N/F New Boston Garden Corporation" containing
216 2.035 acres on a plan entitled "Subdivision plan of Land in Boston,
217 Mass. prepared for New Boston Garden Corporation" dated
218 September 15, 1992, revised October 20, 1992 recorded with the
219 Suffolk County Registry of Deeds in Book 17881 at Page End,
220 beginning at a point on the southeasterly boundary on said parcel
221 along Causeway Street which is 168.5 feet from the southeast
222 corner of said parcel; then continuing along the Southeast
223 boundary a distance of 95 feet; then turning and running to the
224 Northwest boundary of said parcel along a line which is parallel
225 to the Northeast boundary of the parcel; then turning and running
226 along the Northwest boundary a distance of 95 feet; then turning
227 and running southeasterly to the point of beginning; said easement
228 to include the obligation of Garden Corporation to construct and
229 maintain the permanent concourse as described above;
230 and (5) such other easements as the Massachusetts Bay
231 Transportation Authority and the Garden Corporation may
232 mutually agree upon. The above described property interests and
233 easements shall revert to the Authority if Garden Corporation and
234 New Boston Garden Corporation fail to (1) construct said train
235 shed shell, cross platform and train persons' room, or (2) provide
236 or construct said interim concourse. Upon completion of
237 construction of said train shed shell, cross platform and train
238 persons' room and the provision of said interim concourse the
239 Secretary of the Executive Office of Transportation and
240 Construction shall issue a certificate acknowledging such
241 completion and releasing said right of reversion. The obligation
242 of the Garden Corporation and the New Boston Garden Corpo-
243 ration to build and maintain said permanent concourse shall be
244 set forth in the easement required herein and shall run with the
245 title to the existing Boston Garden site and be binding upon
246 Garden Corporation and New Boston Garden Corporation and
247 their successors and assigns with respect to the existing Boston
248 Garden site, thereby prohibiting the development or commercial

249 use of the parcel or parcels constituting the existing Boston
250 Garden site over which such easement is granted without the
251 simultaneous construction of the permanent concourse. The
252 Garden Corporation shall indemnify and hold harmless the
253 Authority for the nonperformance by the New Boston Garden
254 Corporation of the New Boston Garden Corporation's obligations
255 to the Authority set forth in this paragraph. In no event shall any
256 rail tracks at North Station be filled in.

257 Upon the transfer by the Massachusetts Bay Transportation
258 Authority to the Garden Corporation of the above-described
259 property interests and easements, the New Boston Garden Corpo-
260 ration shall compensate said Authority for certain work
261 performed by the Authority on behalf of the New Boston Garden
262 Corporation for the new Boston Garden, in the amount of five
263 million, one hundred and twenty-six thousand dollars. Such sum
264 shall be paid by the New Boston Garden Corporation on the date
265 of the transfer of said property interests by delivery to said
266 Authority of an interest-bearing promissory note, in said amount,
267 providing that the principal amount of said note shall be repaid
268 in ten annual installments, commencing on the eleventh
269 anniversary of the date that the new Boston Garden begins
270 operations, in this paragraph referred to as the opening date. Said
271 note shall be secured by a lien upon the existing Boston Garden
272 site and such property interests in said Parcels A3 and A4 as the
273 Authority has granted to the New Boston Garden Corporation
274 pursuant hereto. The Authority shall subordinate said promissory
275 note and the accompanying lien to the encumbrances held as
276 security by any lender and the City of Boston. Said note shall bear
277 interest at a fixed rate equal to the prime rate at time of the
278 transfer. The interest obligation shall begin to accrue on the
279 opening date. The first interest payment shall be payable on the
280 first anniversary of the opening date and each successive interest
281 payment shall be made on the same date annually thereafter. Said
282 note may be prepaid at any time without penalty. If the Garden
283 Corporation or the New Boston Garden Corporation sells or
284 refinances all or any portion or any interest therein of either the
285 existing Boston Garden site or its interest in said Parcels A3 or
286 A4, or transfers development rights in said properties, said corpo-
287 ration shall apply fifty percent of the net proceeds after deductions

288 for costs of sale, payment of prior liens and payment of property
289 taxes of such transaction to the lenders as a prepayment of the
290 outstanding balance of their lenders' debt and shall apply the
291 remaining fifty percent of the net proceeds to the Authority as
292 prepayment of said promissory note.

293 Nothing herein shall be deemed to proscribe the right of the
294 Garden Corporation, New Boston Garden Corporation and their
295 successors and assigns, from further alienating, either by deed,
296 lease, mortgage or other form of conveyance, the property
297 interests and rights acquired pursuant to said sections thirty-one,
298 thirty-one A and thirty-one B and any other applicable provision
299 of law and subject to the provisions and limitations of said sections
300 thirty-one, thirty-one A and thirty-one B and any other appli-
301 cable provision of law.

1 SECTION 3. Whenever easements are granted or conveyed
2 under the Authority of this chapter, a temporary easement shall
3 be granted in each instance when it is sufficient to meet the needs
4 of the party to whom the easement is to be granted.

1 SECTION 4. Notwithstanding any general or special law to
2 the contrary, including sections thirty-one, thirty-one A and
3 thirty-one B of chapter fifteen of the acts of nineteen hundred and
4 eighty-eight, as inserted by this act, the Massachusetts Bay
5 Transportation Authority shall not transfer any property
6 interests, easements and land to the Garden Corporation as
7 authorized by said sections thirty-one, thirty-one A and thirty-
8 one B until the secretary of the executive office of transportation
9 and construction certifies to the house and senate committees on
10 ways and means that:

11 (a) he has determined that binding contracts have been entered
12 into by the Garden Corporation, the New Boston Garden Corpo-
13 ration or such other entity or entities that will construct the
14 transportation center and multi-purpose arena that require that
15 all construction employees employed in connection with the
16 construction of said center and arena shall be paid no less than
17 the wage rate or wage rates established for such work pursuant
18 to the Project Labor Agreement with the Boston Trade Unions.

19 (b) he has determined that binding contracts have been entered
20 into by the Garden Corporation, the New Boston Garden Corpo-
21 ration or such other entity or entities that will construct the
22 transportation center and multi-purpose arena with a best faith
23 effort to comply with the residential and minority construction
24 employee hiring guidelines of the Boston Redevelopment
25 Authority; provided, that in hiring construction workers
26 preference may be given to persons who are residents of Massa-
27 chusetts.

1 SECTION 5. Notwithstanding any general or special law to
2 the contrary, including sections thirty-one, thirty-one A and
3 thirty-one B of chapter fifteen of the acts of nineteen hundred and
4 eighty-eight as inserted by this act:

5 (a) the parking garage to be constructed in connection with the
6 North Station transportation center may be managed and
7 operated by the Massachusetts Bay Transportation Authority,
8 and said Authority may contract for the management, operation
9 or setting of fees for said parking garage; provided, however, that
10 said Authority may contract for fee collection, security services,
11 cleaning and maintenance of said garage.

12 (b) Said Authority shall establish a process to determine fair
13 and reasonable rates for parking at the garage, which rates shall
14 be filed with the house and senate committees on ways and means;

15 (c) If said Authority shall choose to contract with the Garden
16 Corporation, the Boston Garden Corporation, or any other entity
17 for the right to reserve a certain number of parking spaces in said
18 garage, then said contract shall provide that

19 (i) no parking spaces may be reserved prior to six o'clock p.m.
20 any weekday except as provided in paragraphs (iii) and (iv);

21 (ii) payment for all such reserved parking spaces, whether used
22 on any particular day or not, shall be no less than the standard
23 fee determined pursuant to paragraph (b) of this section plus a
24 fifteen percent premium as compensation for the right to reserve
25 parking spaces to the exclusion of the general public multiplied
26 by the number of reserved dates multiplied by the numbers of
27 parking spaces reserved;

28 (iii) the New Boston Garden Corporation may reserve up to
29 one hundred and twenty-five parking spaces with twenty-four

30 hour access to said garage; provided, that payment for all such
31 reserved parking spaces shall be no less than the standard fee for
32 twenty-four hour parking pursuant to paragraph (b) of this section
33 plus a fifteen percent premium as compensation for the right to
34 reserve parking spaces to the exclusion of the general public
35 multiplied by three hundred and sixty-five days;

36 (iv) the New Boston Garden Corporation may reserve parking
37 spaces prior to six o'clock p.m. on weekdays for not more than
38 ten events in the course of any calendar year; provided, that
39 payment for all said reserved parking spaces, whether used or not,
40 shall not be less than the standard fee determined pursuant to
41 paragraph (b) of this section plus a fifteen percent premium as
42 compensation for the right to reserve parking spaces to the
43 exclusion of the general public multiplied by the number of
44 reserved dates multiplied by the number of parking spaces
45 reserved; and

46 (v) Nothing herein shall be construed to prevent the Authority
47 from entering into individual monthly parking contracts with
48 members of the general public subject to the provisions of this
49 section.

1 SECTION 6. Notwithstanding any general or special law to
2 the contrary, the Garden Corporation and the New Boston
3 Garden Corporation upon issuance of a certificate of occupancy
4 for the new Boston Garden shall create the New Boston Garden
5 Recreation Fund for the purpose of extending public benefits to
6 the citizens of the commonwealth.

7 Said fund shall be administered by a board created solely for
8 the above described purpose and its members appointed by the
9 Governor. The board shall consist of an official for the New
10 Boston Garden Corporation, the commissioner of the Metropol-
11 itan District Commission, the commissioner of the City of Boston
12 parks and recreation department and four citizens of the common-
13 wealth, two of whom shall be residents of the City of Boston and
14 two of whom shall be residents of any city or town within the juris-
15 diction of the Metropolitan District Commission, other than the
16 City of Boston. Said board shall approve by a majority vote all
17 projects and expenditures from said fund; provided, however, that
18 said board shall neither make loans nor borrow against the monies
19 received under this section.

20 The fund shall provide capital for the construction, renovation,
21 modernization and rehabilitation of facilities and land of the
22 Metropolitan District Commission. The fund shall not provide
23 for compensation of employees, including independent contrac-
24 tors and consultants other than those deemed necessary to meet
25 the purposes of said fund stated herein; provided further, that said
26 fund shall not be used for any other purpose than described herein.

27 The New Boston Garden Corporation and the Garden Corpo-
28 ration shall pay said fund the sum of one million dollars upon
29 the issuance of a certificate of occupancy for the new Boston
30 Garden. Thereafter, the New Boston Garden Corporation and the
31 Garden Corporation shall pay the fund the sum of one hundred
32 and fifty thousand dollars per year for ten years on or before the
33 second Wednesday of each year.

