COBBLE HILL CENTER LLC VS. SOMERVILLE REDEVELOPMENT AUTHORITY.

Docket:	SJC-13028
Dates:	February 5, 2021. - April 22, 2021.
Present:	Budd, C.J., Gaziano, Lowy, Cypher, Kafker, Wendlandt, & Georges, JJ.
County:	Suffolk
Keywords:	Urban Renewal. Eminent Domain, Authority for taking, Purpose of taking, Validity of taking. Constitutional Law, Eminent domain, Taking of property. Redevelopment Authority. Words, "Demonstration."

Civil action commenced in the Superior Court Department on April 3, 2019.

The case was heard by Joseph F. Leighton, Jr., J., on motions for judgment on the pleadings.

The Supreme Judicial Court on its own initiative transferred the case from the Appeals Court.

George A. McLaughlin, III (Joel E. Faller also present) for the plaintiff.

James D. Masterman (James P. Ponsetto also present) for the defendant.

Denise A. Chicoine & Edward S. Englander, for Boston Redevelopment Authority, amicus curiae, submitted a brief.

KAFKER, J. The Somerville Redevelopment Authority (SRA) took by eminent domain 3.99 acres of land from Cobble Hill Center LLC (Cobble Hill) as a demonstration project under G. L. c. 121B, § 46 (f). The issue presented is whether the broad eminent domain powers granted to redevelopment authorities by G. L. c. 121B, § 11 (d), include demonstration projects under § 46 (f). Relying on the express language of the statute, we conclude that they do. We further define "demonstration" in accordance with its plain meaning and general use as requiring the test or development of a different, new, or improved means or method. We conclude that the demonstration project plan at issue -- designed to "serve as a model, innovative approach to community development that combines a public use [a new public safety facility] successfully integrated with private development" and public transit to eliminate blight -- satisfies this

definition for the purposes of § 46 (f). Finally, we conclude that takings satisfying the requirements of § 46 (f) are constitutional.[1]

Background. 1. Statutory framework. General Laws c. 121B provides for the creation of "housing and urban renewal" and redevelopment agencies. See G. L. c. 121B, § 1 (defining operating agency as housing or redevelopment agency); § 9 (a) (including redevelopment authorities in urban renewal agencies). Their purpose is to identify and improve blighted land in order to serve the greater needs of the community. See G. L. c. 121B, § 45. General Laws c. 121B, § 45, sets out the "urban renewal programs declaration of necessity," which explains this purpose:

"It is hereby declared that . . . the redevelopment of land in decadent, substandard and blighted open areas in accordance with a comprehensive plan to promote the sound growth of the community is necessary in order to achieve permanent and comprehensive elimination of existing slums and substandard conditions and to prevent the recurrence of such slums or conditions or their development in other parts of the community . . . ; that the acquisition of property for the purpose of eliminating decadent, substandard or blighted open conditions thereon and preventing recurrence of such conditions in the area, . . . are public uses and purposes for which public money may be expended and the power of eminent domain exercised; and that the acquisition, planning, clearance, conservation, rehabilitation or rebuilding of such decadent, substandard and blighted open areas for residential, governmental, recreational, educational, hospital, business, commercial, industrial or other purposes, . . . are public uses and benefits for which private property may be acquired by eminent domain . . . .

". . .

"The necessity in the public interest for the provisions of this chapter relating to urban renewal projects is hereby declared as a matter of legislative determination."

Urban redevelopment authorities, including the SRA, are broadly vested with "all the powers necessary or convenient to carry out and effectuate the purposes of relevant provisions of the General Laws," G. L. c. 121B, § 46, including the power to "take by eminent domain . . . any property . . . found by it to be necessary or reasonably required to carry out the purposes of [G. L. c. 121B], or any of its sections, and to sell, exchange, transfer, lease or assign the same,"

G. L. c. 121B, § 11 (d). Those sections of G. L. c. 121B include urban renewal projects undertaken pursuant to urban renewal plans. According to G. L. c. 121B, § 1, which defines certain statutory terms, an urban renewal plan is "a detailed plan" undertaken for the elimination and prevention of blight that must comply with local requirements and detailed statutory guidelines and regulations, and that is subject to public hearing and municipal approval. See G. L. c. 121B, § 1 (defining "urban renewal plan" and "urban renewal project"); § 47 (eminent domain procedures for urban renewal plans); § 48 (urban renewal project and plan procedures). See also 760 Code Mass. Regs. §§ 12.00.

The sections of G. L. c. 121B also include § 46 (f), which provides that an urban renewal agency shall have the additional power "to develop, test and report methods and techniques and carry out demonstrations for the prevention and elimination of slums and urban blight." Unlike urban renewal projects undertaken pursuant to urban renewal plans, "demonstrations" are not expressly defined in G. L. c. 121B, § 1, or elsewhere in the statute, nor are they further defined by agency regulations.

2. Facts and procedural history. This cases centers on the taking of a 3.99-acre property located at 90 Washington Street in Somerville (property). The property is located in the Inner Belt district of Somerville, a historically industrial neighborhood, across the street from the site for the new Massachusetts Bay Transportation Authority (MBTA) East Somerville Green Line Station.

Cobble Hill[2] obtained the property in 1980 from the SRA by a land disposition agreement designed to realize the goals of a 1968 plan for urban renewal of the Inner Belt neighborhood. The property contains a strip mall built in 1982 and a parking lot.[3] In 2013, Cobble Hill received conditional approval to construct a six-story, mixed-use development on the property. In preparation for construction, Cobble Hill evicted the property's tenants in 2014 and constructed a temporary fence around the property. Due to litigation among Cobble Hill's partners, construction never began, and the permits expired in 2016. The property was left abandoned and in poor condition.

In 2019, the SRA adopted a "Demonstration Project Plan" (plan) regarding the property. The plan is part of a larger, ongoing community-led revitalization of the Inner Belt neighborhood surrounding the property, which includes the goal of transforming the area "into [a] dynamic, mixed-use and transit-oriented district[] that serve[s] as [an] economic engine[] to complement the neighborhoods of Somerville."[4] The plan was designed to (1) "eliminate blight on a vacant, decadent site which is detrimental to the safety, health, welfare, and sound growth of the surrounding community," (2) construct a new public safety building for the community, (3) serve other transformative development goals, and (4) "serve as a model, innovative approach to community development that combines a public use successfully integrated with private

development." The Somerville city council and mayor approved the plan, and the SRA and the city council entered into an implementation agreement. In order to carry out the goals of the plan, the SRA adopted and recorded an order of taking of the property in March 2019 as a demonstration project pursuant to G. L. c. 121B, § 46 (f), and awarded Cobble Hill $8,778,000 as pro tanto damages.

Cobble Hill actively opposed the plan during its development and adoption. Following the taking, Cobble Hill commenced a civil action, challenging the validity of the taking on the grounds that G. L. c. 121B, § 46 (f), does not authorize takings by eminent domain. The parties cross-filed motions for judgment on the pleadings, and a trial court judge entered judgment in SRA's favor, from which Cobble Hill appealed. We transferred the case to this court on our own motion.

Discussion. 1. Standard of review. The motion judge's decision allowing judgment on the pleadings and the judge's interpretation of G. L. c. 121B are both questions of law; therefore, we review them de novo. See Perullo v. Advisory Comm. on Personnel Standards, 476 Mass. 829, 834 (2017); Wheatley v. Massachusetts Insurers Insolvency Fund, 456 Mass. 594, 600-601 (2010), S.C., 465 Mass. 297 (2013); Commerce Ins. Co. v. Commissioner of Ins., 447 Mass. 478, 481 (2006).

2. Eminent domain power under G. L. c. 121B, § 46 (f). a. Statutory authorization. The central issue of this case is whether the SRA's taking of the property was authorized by § 46 (f). Cobble Hill argues that the Legislature has granted eminent domain power to urban renewal agencies only for urban renewal projects done pursuant to urban renewal plans, not demonstrations. The SRA contends that the eminent domain power is not limited in this manner.

This court has previously addressed § 46 (f) in only one case, Marchese v. Boston Redev. Auth., 483 Mass. 149 (2019). There, we stated:

"Section 11 grants [urban renewal agencies] the broad authority to 'take by eminent domain . . . any property, real or personal, or any interest therein, found by it to be necessary or reasonably required to carry out the purposes of [G. L. c. 121B], or any of its sections.' G. L. c. 121B, § 11 (d). One such section under G. L. c. 121B is § 46 (f)."

Id. at 152. Ultimately, however, Marchese was decided on standing grounds, and we did not fully address the plaintiff's underlying claim regarding the powers granted by § 46 (f) or review the lower court's analysis of the issue. See id. at 161 (plaintiff lacked standing regardless of whether agency's use of § 46 [f] was proper). Therefore, a full analysis of the question is a matter of first impression in this court.

The parties were able to identify only one other case addressing the § 46 (f) demonstration power: Tremont on the Common Condominium Trust vs. Boston Redev. Auth., Mass. Super. Ct., No. 01-2705 (Suffolk County Sept. 23, 2002) (Tremont). In Tremont, then Superior Court judge Margot Botsford concluded that "G. L. c. 121B furnishes [redevelopment authorities] with the requisite statutory power to take property by eminent domain in furtherance of a demonstration project under § 46 (f) to prevent and eliminate slums and urban blight, independent of an 'urban renewal plan' or 'urban renewal project.'" Id. We agree.

"The language of the statute is the starting point for all questions of statutory interpretation." Retirement Bd. of Stoneham v. Contributory Retirement Appeal Bd., 476 Mass. 130, 135 (2016). Where, as here, statutory language is unambiguous, "it is to be given its ordinary meaning" (quotation and citation omitted). Casseus v. Eastern Bus Co., 478 Mass. 786, 795 (2018). General Laws c. 121B, § 11 (d), grants urban renewal agencies eminent domain power to take any property the agency finds "necessary or reasonably required to carry out the purposes of this chapter, or any of its sections" (emphasis added). As we stated in Marchese, 483 Mass. at 152, one of those sections is § 46 (f). Section 46 (f) in turn imbues the SRA with "all the powers necessary or convenient" to "carry out demonstrations for the prevention and elimination of slums and urban blight." Therefore, it follows that § 11 (d) grants the SRA eminent domain power to effect takings for demonstrations under § 46 (f), so long as the requirements of § 46 (f) are met.

Section 46 (f)'s requirements contain no mention of urban renewal plans or projects, which, by contrast, are mentioned in other subsections of § 46. See, e.g., G. L. c. 121B, § 46 (h) (granting power to "own construct, finance and maintain intermodal transportation terminals within an urban renewal project area"). As Justice Botsford reasoned in Tremont, "if the [L]egislature had intended to tie 'demonstrations' to ones that formed components of an urban renewal plan, project, or project area, it would have so stated." Tremont, Mass. Super. Ct., No. 01-2705, citing Negron v. Gordon, 373 Mass. 199, 203 (1977) (omission of term present throughout statutory scheme "casts substantial doubt" on assertion that Legislature contemplated its inclusion in section where omitted).[5]

Cobble Hill nonetheless contends that the SRA's eminent domain power is limited to urban renewal projects by § 45, the act's declaration of necessity provision quoted above. Cobble Hill's argument relies on three aspects of § 45: first, the omission of any express reference to demonstrations; second, the reference to a comprehensive plan in the first paragraph; and finally, the reference to urban renewal projects in the last paragraph. Combining these points, Cobble Hill concludes that § 45 limits the legislative declaration of necessity and authorization for takings to urban renewal projects undertaken pursuant to urban renewal plans. This reading, as

explained above, ignores the express authorization of takings pursuant to "any . . . section[]" of G. L. c. 121B. G. L. c. 121B, § 11 (d). It also draws incorrect inferences from § 45.

The omission of demonstration projects from § 45 is understandable, as the section is not a comprehensive restatement of the act. Reading "the statutory scheme as a whole, so as to produce an internal consistency within the statute" (quotations and citations omitted), Plymouth Retirement Bd. v. Contributory Retirement Appeals Bd., 483 Mass. 600, 605 (2019), it is clear that § 11 (d) grants the SRA eminent domain power to effect demonstrations for the purposes articulated in § 46 (f) itself, G. L. c. 121B, § 11 (d) (granting eminent domain power "to carry out the purposes of [G. L. c. 121B], or any of its sections" [emphasis added]). Furthermore, § 45 "supplies an unquestionably broad description of purposes for which [the SRA] may exercise the power of eminent domain." Tremont, Mass. Super. Ct., No. 01-2705. Unless the specific provisions within § 45 necessarily preclude demonstrations, we will not limit the express authorization for takings provided elsewhere. The two specific provisions relied on by Cobble Hill do not do so.

The first paragraph of § 45 states that "the redevelopment of land in decadent, substandard and blighted open areas in accordance with a comprehensive plan . . . are public uses and purposes for which . . . the power of eminent domain [may be] exercised." As Justice Botsford explained in Tremont, Mass. Super. Ct., No. 01-2705,

"[W]hile it mentions the need for redevelopment of land to be 'in accordance with a comprehensive plan,' the section nowhere defines that 'plan' as being limited to a formal 'urban renewal plan' within the meaning of c. 121B, § 1, and more to the point, nowhere restricts an agency's power of eminent domain to taking property in conjunction with an approved 'urban renewal plan.'"

"[W]here the Legislature has employed specific language in one paragraph, but not in another, the language should not be implied where it is not present" (citation omitted). Souza v. Registrar of Motor Vehicles, 462 Mass. 227, 232 (2012). Cobble Hill's argument that this court should interpret "comprehensive plan" to limit the eminent domain power to only urban renewal plans is therefore unavailing.[6]

Cobble Hill's reliance on the final sentence of § 45 is also unpersuasive. The sentence states:

"The necessity in the public interest for the provisions of this chapter relating to urban renewal projects is hereby declared as a matter of legislative determination."

G. L. c. 121B, § 45. The Legislature's specific inclusion of "urban renewal projects" in § 45 does not exclude other types of plans, such as demonstration plans, from being used to effect § 45's purposes or purposes enumerated in other sections of G. L. c. 121B; we will not read in such an implied exclusion when doing so would contradict the grant of eminent domain power that is expressly provided elsewhere. See Plymouth Retirement Bd., 483 Mass. at 605 (statutory scheme as whole must be interpreted to produce internal consistency); City Elec. Supply Co. v. Arch Ins. Co., 481 Mass. 784, 789 (2019) ("We do not read into the statute a provision which the Legislature did not see fit to put there" [citation omitted]).

Finally, Cobble Hill argues that § 47 limits the § 11 (d) eminent domain power to urban renewal plans. Section 47 states that pursuant to certain statutory requirements, "an urban renewal agency may . . . take by eminent domain, as provided in clause (d) of section eleven . . . land . . . for which it is preparing an urban renewal plan."

Cobble Hill's argument regarding § 47 mirrors its argument about § 45: the inclusion of the term "urban renewal plan" in this section must exclude demonstrations from the SRA's taking power under § 11 (d). Once again, we disagree. Section 47 lays out the specific requirements associated with the taking of land in preparation for an urban renewal plan, but it neither subjects demonstrations to those requirements nor, by failing to mention demonstrations, limits the § 11 (d) power that clearly extends to § 46 (f), as discussed above. See G. L. c. 121B, § 11 (d) (granting eminent domain power "to carry out the purposes of [G. L. c. 121B], or any of its sections" [emphasis added]); Plymouth Retirement Bd., 483 Mass. at 605 (statutory scheme as whole must be interpreted to produce internal consistency); City Elec. Supply Co., 481 Mass. at 789 (court will not imply provision that Legislature did not include).[7]

b. Demonstrations. Cobble Hill further contends that the SRA's taking in this case was not a demonstration, but rather a run-of-the-mill urban renewal project that was not properly included in an urban renewal plan. Instead, it was termed a demonstration "to avoid the oversight associated with a full-blown urban renewal plan." To assess this argument, we must first address the meaning of "demonstration."

As explained above, § 46 (f) empowers urban renewal agencies "to develop, test and report methods and techniques and carry out demonstrations." The term "demonstration" is not otherwise defined by the statute. See G. L. c. 121B, §§ 1, 46 (f). "Words that are not defined in a statute should be given their usual and accepted meanings, provided that those meanings are consistent with the statutory purpose." Seideman v. Newton, 452 Mass. 472, 477–478

(2008). "We derive the words' usual and accepted meanings from sources presumably known to the statute's enactors, such as their use in other legal contexts and dictionary definitions." Id. at 478, quoting Commonwealth v. Zone Book, Inc., 372 Mass. 366, 369 (1977). We conclude that demonstration requires the testing or development of a different, new, or improved means or method of accomplishing a specific statutory purpose. In this context, that purpose is the elimination of blight. G. L. c. 121B, § 46 (f). In other professions, this same idea has been expressed as a proof of concept. Simply repeating a previously established practice without varying the means or methods, we conclude, would not be a demonstration.

Dictionaries variously define demonstration as " the act of showing someone how to do something, or how something works";[8] "[t]he act or process of providing evidence for or showing the truth of something . . . [;] [a]n illustration or explanation, as of a theory or product, by exemplification or practical application";[9] and " [a]n act of showing that something exists or is true by giving proof or evidence."[10] As we will discuss, these definitions are consistent with the usage of the term "demonstration" or "demonstration project" in other areas of law and governance.

Notably, when our statute was drafted, there was a Federal model that included the concept of a housing demonstration as a means to assist "in developing, testing, and reporting methods and techniques, and carrying out demonstrations and other activities for the prevention and elimination of slums and urban blight." Housing Act of 1954, Pub. L. No. 83-560, § 314, 68 Stat. 590, 629 (1954). Funding priority was given to projects "reasonably . . . expected to . . . improve[] . . . methods and techniques for the elimination and prevention of slums and blight" and "serve to guide renewal programs in other communities." Id. A year after the Federal statute was passed, Massachusetts adopted this language nearly verbatim in § 46 (f)'s predecessor, now repealed G. L. c. 121, § 26AAA, inserted by St. 1955, c. 654, § 4 ("Such authority is further authorized to develop, test and report methods and techniques, and carry out demonstrations for the prevention and the elimination of slums and urban blight"). See 1969 Senate Bill No. 1226 (G. L. c. 121B was "recodification [of] housing and urban renewal laws" making no change to section that is now § 46 [f]).

Our statutory language, which mirrors the Federal Housing Act of 1954 cited above, was clearly enacted with knowledge of the Federal Housing Act's funding prioritization of demonstrations "reasonably . . . expected to . . . improve[] . . . methods and techniques for the elimination and prevention of slums and urban blight" and "serve to guide renewal programs in other communities." Housing Act of 1954, Pub. L. No. 83-560, § 314, 68 Stat. 590, 629 (1954). Thus, § 46 (f) clearly contemplates the development and testing of new or different projects that may lead to future use and improvement, which is consistent with the common understanding of a demonstration.

Other Massachusetts statutes use the term "demonstration" or "demonstration project" similarly. Although they do not expressly define the meaning of demonstration, the context of the statutory language clearly reflects the concept of a demonstration as a means of testing and developing different, new, or improved means or methods of accomplishing statutory purposes. See, e.g., G. L. c. 6C, § 32 (funding "demonstration projects . . . for the purpose of energy conservation for improved transportation management systems"); G. L. c. 16, § 20 (authorizing "demonstration projects" alongside mandate to "encourage improved methods of solid waste disposal including recycling"); G. L. c. 21, § 38 (authorizing "demonstration projects relating to . . . innovative water technologies, green infrastructure and other scientific and engineering studies relating to environmental quality [which] may include . . . new and improved methods"); G. L. c. 29, § 2OOOO (b) (10) (authorizing "demonstration projects . . . to determine the most likely successful training models to provide upward mobility"); G. L. c. 75, § 38 (b) (2) (authorizing "demonstration projects concerning new or modified industrial process design equipment or technologies for waste prevention").[11]

Federal sources also regularly employ the concept of a demonstration or demonstration project.[12] Though, again, the term is not directly defined in most Federal sources, the statutory context reflects an understanding of a demonstration as the testing or development of a different, new, or improved means or method with some element of innovation required. See Stewart v. Azar, 313 F. Supp. 3d 237, 244-245 (D.D.C. 2018) (Social Security Act allows for experimental, pilot, or demonstration projects in State medical plans that would otherwise fall outside Medicaid's parameters in order to promote act's objectives). See also Scharein v. Merit Sys. Protection Bd., 204 F. App'x 19, 21-22 (Fed. Cir. 2006) (Civil Service Reform Act authorizes Office of Personnel Management "to conduct demonstration projects that experiment with new and different personnel management concepts" [citation omitted]).[13]

Reading § 46 (f) as a whole, we conclude that this broadly used understanding of a demonstration is consistent with the statutory language and purpose. The statute in its entirety makes clear that demonstrations under § 46 (f) must be focused on innovative ways to "prevent[] and eliminat[e] . . . slums and urban blight." Therefore, in the context of § 46 (f), a demonstration is a test or development of a different, new, or improved means or method of eliminating blight.

Having thus defined "demonstration," we now turn to the question whether the SRA's taking at issue in this case was, in fact, a demonstration.

By way of introduction to the plan, the SRA states that redevelopment of the property is best achieved through a demonstration because it will eliminate blight, deliver a much-needed public

safety building, meet other community objectives, and, most importantly for demonstration purposes, "serve as a model, innovative approach to community development that combines a public use successfully integrated with private development."

The plan envisions using the portion of the property not used for the public safety building to "support a transformative, mixed-use development program" that will serve "important community needs and desires" by providing "an engaging and flexible mix of other uses in order to create an accessible, inclusive, and welcoming space." This development is also closely linked to the anticipated extension of public transit into the area, making the demonstration property, which will serve multiple community purposes, a part of a "mixed-use, transit-oriented" district. According to the plan, the successful integration of a public safety complex and "a comprehensive reuse plan . . . could provide a useful example for other communities throughout the Commonwealth" and "serve as a test for possible application elsewhere in Somerville and in other communities throughout the Commonwealth."

Cobble Hill first contends that the plan cannot be a demonstration plan because its primary objective is to eliminate blight, which is the purpose of urban renewal plans. In fact, this purpose is required for any demonstration under § 46 (f) (authorizing demonstrations "for the prevention and elimination of slums and urban blight"). The plan's objective of eliminating blight qualifies it as a § 46 (f) demonstration, rather than prohibiting it.

Cobble Hill next contends that the plan "does not identify any 'methods or techniques' that it is demonstrating." We do take seriously Cobble Hill's concern that the SRA cannot simply circumvent the rigorous urban renewal plan requirements by labeling a plan a demonstration or "innovative." An ordinary taking to construct a municipal public safety building, however described, would not qualify as a demonstration; meeting an expected community need in an established manner, while important, does not fall under the definition of a demonstration. But that is not the case here. The plan, albeit by no means comprehensive, contemplates the successful integration of a public safety complex with private development and nearby public transit in order to serve identified community goals. The SRA describes its plan as a "unique combination of uses proposed" on a single site that will require a new level of collaboration between the SRA, the city, the community, and developers. Whether or not it is entirely unique, there appears to be sufficient novelty in the integration of a public safety complex and private development on a single site to create a "mixed-use, transit-oriented" district to constitute a demonstration project under § 46 (f).

We do, however, emphasize in closing that future demonstration plans pursuant to § 46 (f), which will be undertaken with the benefit of this opinion and the definition therein, should

identify with more specificity the unique or innovative nature of the demonstration, the difference in or improvement of the means used, and the manner in which reporting of the demonstration will be useful as a model for future plans.

c. Constitutionality. To be constitutional, a taking must be made for a legitimate public purpose and the landowner must receive just compensation. See, e.g., Blair v. Department of Conservation & Recreation, 457 Mass. 634, 642 (2010), citing art. 10 of the Massachusetts Declaration of Rights and the Fifth Amendment to the United States Constitution; Benevolent & Protective Order of Elks, Lodge No. 65 v. Planning Bd. of Lawrence, 403 Mass. 531, 539-540 (1988) (Elks) ("Exercising the power of eminent domain is improper unless the taking is for a public purpose"). Cobble Hill briefly argues that permitting the SRA to exercise eminent domain power outside of the strict guidelines of an urban renewal project violates these constitutional principles.[14]

In doing so, Cobble Hill relies primarily on Opinion of the Justices, 356 Mass. 775 (1969), a nonbinding advisory opinion that determined that legislation authorizing public appropriations in order to construct a stadium must "contain standards and principles governing and guiding the operation of the facilities in a manner which reasonably can be expected adequately (a) to protect all aspects of the public interest and (b) to guard against improper diversion of public funds and privileges for the benefit of private persons and entities." Id. at 796-797. See Massachusetts Taxpayers Found., Inc. v. Secretary of Admin., 398 Mass. 40, 44 (1986) (Supreme Judicial Court advisory opinions are nonbinding).

In addition to being nonbinding, our advisory Opinion of the Justices is easily distinguished from the present case. Opinion of the Justices dealt with special legislation in a particular situation regarding public appropriations for the construction of a stadium; it is not an urban renewal case and does not address G. L. c. 121B or the elimination of blight. Opinion of the Justices, supra.

The SRA's exercise of eminent domain power for a demonstration comports with the constitutional requirements that a taking must be for a public purpose and the landowner must receive just compensation. The public purposes are sufficiently defined in G. L. c. 121B, §§ 45 and 46 (f), to satisfy the constitutional requirements. See Kelo v. New London, Conn., 545 U.S. 469, 480 (2005) ("Without exception, our cases have defined that concept [of public purpose] broadly, reflecting our longstanding policy of deference to legislative judgments in this field"). As explained above, G. L. c. 121B justifies takings, including under § 46 (f) "for the prevention and elimination of slums and urban blight." As explained in § 45, this is an important public purpose, and has been repeatedly found to satisfy constitutional requirements. See, e.g., Kelo, supra at 481, citing Berman v. Parker, 348 U.S. 26 (1954) ("redevelopment plan targeting a blighted area" was "unequivocally affirmed" as public purpose); Elks, 403 Mass. at

539-540 ("Taking for redevelopment an area which is a 'blighted open area' . . . is a public purpose").

Takings pursuant to § 46 (f) must not only be for the purpose of eliminating blight, but must also satisfy the definition of demonstration, requiring that they test or develop different, new, or improved means of eliminating blight, further confining the exercise of this eminent domain power. The proper exercise of eminent domain power pursuant to § 46 (f) is therefore constitutional.[15]

Conclusion. We conclude that the SRA's taking was a lawful demonstration under G. L. c. 121B, § 46 (f), and constitutional. The Superior Court judge's decision allowing SRA's motion for judgment on the pleadings and denying Cobble Hill's cross motion is therefore affirmed.

So ordered.

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[1] We acknowledge the amicus brief submitted by the Boston Redevelopment Authority.

[2] The property was conveyed as part of a larger parcel to Cobble Hill's predecessor, Cobble Hill Associates.

[3] Cobble Hill developed an affordable housing complex on another portion of the parcel conveyed in 1980. Subsequently, Cobble Hill subdivided the parcel in 2013. The apartment complex and the land on which it stands are not at issue in this case.

[4] In 2012, Somerville's planning board adopted a comprehensive community-led plan for growth and development called SomerVision that anticipated the extension of the MBTA Green Line into the Inner Belt. In 2015, in response to the planned extension, Somerville created a master plan for development of the Inner Belt and Brickbottom neighborhoods. The master plan is an over-all guide for future development based on community input and does not include specific urban renewal projects pursuant to urban renewal plans under G. L. c. 121B, §§ 47-48.

[5] Cobble Hill suggests that because § 46 states that its subsections are powers "in addition to" § 11 (d) powers, the § 11 (d) powers do not apply to § 46 (f). See G. L. c. 121B, § 46. This argument ignores the plain meaning of the phrase "in addition to," which is not exclusionary.

[6] The § 46 (f) demonstration at issue was part of a comprehensive planning effort, including a twenty-year community-led guide for neighborhood revitalization, approval by both the city council and the mayor, and an agreement of collaborative implementation between the SRA and the city council. Although a § 46 (f) demonstration is not, as Cobble Hill suggests, subject to all the requirements of §§ 47-48, the steps taken by the SRA certainly indicate a comprehensive plan.

[7] If anything, the omission of the term "demonstration" from § 47 supports the idea that demonstrations are not subject to § 47's rigorous requirements. See Tremont, Mass. Super. Ct., No. 01-2705, citing Negron v. Gordon, 373 Mass. 199, 203 (1977) (omission of term present throughout statutory scheme "casts substantial doubt" on assertion that Legislature contemplated its inclusion in section where omitted).

[8] Cambridge English Dictionary, https://dictionary.cambridge .org/dictionary/english/demonstration [https://perma.cc/6EHS-4C7P].

[9] American Heritage Dictionary, https://www.ahdictionary.com /word/search.html?q=demonstration [https://perma.cc/SEV4-5LWU].

[10] Lexico, https://www.lexico.com/definition/demonstration [https://perma.cc/P4S7-QXDE].

[11] Massachusetts State agency implementation of demonstration projects is consistent with this definition. See, e.g., Massachusetts Bay Transit Authority, Better Bus Team Evaluating Demonstration Project Ideas, https://www.mbta.com /projects/better-bus-project/update/better-bus-team-evaluating-demonstration-project-ideas [https://perma.cc/FZ5Q-29Q4] (demonstration projects to "test new [transportation] service strategies that will guide the way for the design of different bus network alternatives"); Massachusetts Department of Children and Families, Title IV-E Demonstration Waiver, 5 (July 9, 2012) (new youth residential treatment programs demonstration projects to "fundamentally change the business model" of service implementation); The National Academies of Sciences Engineering and Medicine, Massachusetts Demonstration Project: Reconstruction of Fourteen Bridges on I-93 in Medford Using Accelerated Bridge Construction Techniques, https://trid.trb.org/view/1370469 [https://perma.cc /J8FE-E7AZ] (Sep. 29, 2015) (demonstration project to "demonstrate the use of proven, innovative technologies" to complete a large construction project "in less time than conventional construction"); Massachusetts Department of Environmental Protection, Demonstration Project Instructions & Supporting Materials (June 2019) (demonstration project to develop "new or innovative solid waste, recycling, composting or conversion technologies or processes"); Centers for Disease Control and Prevention, CDC's Childhood Obesity Research Demonstration (CORD) Project 2.0 (2016-2018), https://www.cdc.gov/obesity/strategies/healthcare/cord2.html [https://perma.cc/23N6-BYR8] (listing Massachusetts Department of Health as grantee for demonstration project to evaluate effectiveness of programs designed to "improve obesity screening and counseling services for children" in order to "determine how similar programs may be developed in a sustainable way and disseminated across primary care practices in the state").

[12] Multiple Federal statutes expressly authorize demonstration projects. See, e.g., 25 U.S.C. § 3906 (authorizing "demonstration projects" to determine cost factors and maintenance of open dumps on tribal land); 42 U.S.C. § 505 (authorizing "demonstration projects" for unemployment compensation); 42 U.S.C. § 17121 (authorizing "demonstration projects" of "green features" in Federal buildings).

[13] Many of the Federal and State statutes cited here authorize the relevant authority to waive typical statutory requirements in order to implement a demonstration project. General Laws c. 121B does not include an analogous waiver, but this use of a demonstration alongside a waiver is consistent with a plain reading of G. L. c. 121B: a demonstration is different from an urban renewal project and therefore need not undergo the requirements of an urban renewal project. See G. L. c. 121B, §§ 1, 46-48.

[14] Cobble Hill does not dispute the relevant mechanism for just compensation. Section § 11 (d) authorizes eminent domain powers for G. L. c. 121B purposes pursuant to G. L. c. 79 or G. L. c. 80A, both of which provide for just compensation. See G. L. c. 79, § 6; G. L. c. 80A, § 10.

[15] The fact that the SRA plans to use some of the property as a municipal building and sell some of the property for development does not negate the public purpose of the taking. See, e.g., Berman, 348 U.S. at 33-34 (public ends of eminent domain power do not require public ownership and may be better served through private enterprise); Elks, 403 Mass. at 551 ("Disposition to a private redeveloper of property acquired pursuant to a valid plan may be necessary to achieve the public purpose"); Papadinis v. Somerville, 331 Mass. 627, 632 (1954) ("Once the public purpose contemplated by the statute has been achieved the authority is not obliged to retain the cleared land as unproductive property"). See also G. L. c. 121B, § 11 (d) (agency has power to "take by eminent domain . . . any property . . . found by it to be necessary or reasonably required to carry out the purposes of this chapter, or any of its sections, and to sell, exchange, transfer, lease or assign the same"). In this case, the plan provides that any private developer will be bound to a land disposition agreement that will contain safeguards, such as rights of reverter, to ensure that the proposal provides public benefits.