

HOUSE No. 1852

The Commonwealth of Massachusetts

PRESENTED BY:

Bradley H. Jones, Jr.

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 adoption of the accompanying bill:

An Act relative to train culverts in the town of Lynnfield.

PETITION OF:

| NAME: | DISTRICT/ADDRESS: |
|------------------------------|-----------------------|
| <i>Bradley H. Jones, Jr.</i> | <i>20th Middlesex</i> |
| <i>Sheila C. Harrington</i> | <i>1st Middlesex</i> |
| <i>Thomas M. McGee</i> | <i>Third Essex</i> |

HOUSE No. 1852

By Mr. Jones of North Reading, a petition (accompanied by bill, House, No. 1852) of Bradley H. Jones, Jr., Sheila C. Harrington and Thomas M. McGee (by vote of the town) relative to train culverts in the town of Lynnfield. Transportation. [Local Approval Received.]

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE HOUSE, NO. 4742 OF 2015-2016.]

The Commonwealth of Massachusetts

**In the One Hundred and Ninetieth General Court
(2017-2018)**

An Act relative to train culverts in the town of Lynnfield.

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 contrary, the
2 Massachusetts Bay Transportation Authority shall grant a perpetual, non-transferable license to
3 the Town of Lynnfield, at no cost to the Town, for the purpose of cleaning, enlarging, expanding,
4 removing, replacing, renovating, removing debris and blockages from, and otherwise
5 maintaining and rendering useful, at the sole expense of the Town, the culverts located beneath
6 the railroad bed owned by the MBTA and located in that part of the Town known as “Reedy
7 Meadow,” provided that the Town submit and environmental insurance policy, as described in
8 Section 31A of Chapter 23A of the M.G.L. The Town shall not be required to furnish any other
9 form of insurance, or any defense, indemnification or hold-harmless agreement with respect to
10 any claims, injuries, costs, damages or other relief arising out of or related to the pre-existing

- 11 release or threat of release of oil or hazardous materials, as defined in Chapter 21E of the M.G.L.
- 12 at or from said railroad bed.