

HOUSE No. 3548

The Commonwealth of Massachusetts

PRESENTED BY:

Carolyn C. Dykema

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 directing the division of capital asset management and maintenance to lease a certain parcel of land in the town of Southborough.

PETITION OF:

NAME:

DISTRICT/ADDRESS:

Carolyn C. Dykema

8th Middlesex

James B. Eldridge

Middlesex and Worcester

HOUSE No. 3548

By Ms. Dykema of Holliston, a petition (accompanied by bill, House, No. 3548) of Carolyn C. Dykema and James B. Eldridge (by vote of the town) that the Division of Capital Asset Management and Maintenance be directed to lease a certain parcel of land located in the town of Southborough to said town. House Bonding, Capital Expenditures and State Assets.

The Commonwealth of Massachusetts

**In the One Hundred and Eighty-Ninth General Court
(2015-2016)**

An Act directing the division of capital asset management and maintenance to lease a certain parcel of land in the town of Southborough.

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 sections 32 to 37, inclusive, of chapter 7C of the General
2 Laws or any other general or special law to the contrary, the commissioner of capital asset
3 management and maintenance, in consultation with the commissioner of conservation and
4 recreation, shall lease a certain parcel of land and any improvements thereon, which is currently
5 under the control of the department of conservation and recreation, to the town of Southborough
6 for a period of not less than 15 years, for its continued use as a multipurpose recreational field by
7 the town. The parcel, being a portion of the property identified in the deed to the commonwealth
8 recorded at the Worcester county registry of deeds in book 1495, page 245, is generally located
9 northeast of Marlboro road on the easterly side of Acre Bridge road and commonly known as the
10 9/11 Memorial Field. The exact boundaries of the property to be leased shall be determined by
11 the commissioner of capital asset management and maintenance, in consultation with the

12 commissioner of conservation and recreation, after completion of a survey. The lease agreement
13 authorized by this section shall be subject to such terms and conditions as the commissioner of
14 capital asset management and maintenance may prescribe in consultation with the commissioner
15 of conservation and recreation.

16 SECTION 2. If for any reason the properly leased as described in section 1 ceases to be
17 used solely as a multipurpose recreational field, the commissioner of capital asset management
18 and maintenance, in consultation with the commissioner of conservation and recreation, shall
19 terminate the lease. If the lease is terminated, the property shall revert to the commonwealth
20 under the care and control of the department of conservation and recreation.

21 SECTION 3. Notwithstanding any general or special law to the contrary, the lease
22 agreement authorized by section 1 shall provide for the town of Southborough to manage,
23 operate, improve, repair and maintain the leased property and any improvements thereon for the
24 term of the lease, and shall also provide for continuing public access to the property described in
25 section 1; provided, however, that all management, operation, improvements, repairs,
26 maintenance and public access shall be under conditions acceptable to the commissioner of
27 conservation and recreation.

28 SECTION 4. The lease agreement authorized by section 1 may provide that the town of
29 Southborough and its agents, tenants or contractors agree to hold the commonwealth and its
30 agents and employees harmless from and against all claims, actions, damages or costs claimed
31 for injuries or damages to persons or property arising out of, or in any way relating to, the lease
32 so authorized, and agree to indemnify and defend the commonwealth and its agents and
33 employees from and against any and all such claims, actions, damages or costs.

34 SECTION 5. The town of Southborough shall be responsible for the costs and expenses
35 related to the lease agreement authorized by section 1, including, but not limited to, costs
36 associated with any engineering, surveys, appraisals and lease preparation as such costs may
37 reasonably be determined by the commissioner of capital asset management and maintenance.