

# **HOUSE . . . . . No. 3762**

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## The Commonwealth of Massachusetts

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HOUSE OF REPRESENTATIVES, September 17, 2015.

The committee on State Administration and Regulatory Oversight to whom was referred the 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, reports recommending that the accompanying bill (House, No. 3762) ought to pass.

For the committee,

PETER V. KOCOT.

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**The Commonwealth of Massachusetts**

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**In the One Hundred and Eighty-Ninth General Court  
(2015-2016)**  
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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. The annual consideration for said lease shall be equal to the  
16 proportion of the annual Watershed PILOT payment owed to the town of Southborough for said  
17 parcel. The commissioner of capital asset management and maintenance shall place a  
18 notification in the central register of the lease and the amount of such transaction annually.

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

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

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

35 so authorized, and agree to indemnify and defend the commonwealth and its agents and  
36 employees from and against any and all such claims, actions, damages or costs.

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