

**HOUSE . . . . . No.**

---

**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:	DATE ADDED:
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>	<i>1/17/2019</i>
<i>Paul K. Frost</i>	<i>7th Worcester</i>	<i>1/31/2019</i>
<i>Donald H. Wong</i>	<i>9th Essex</i>	<i>1/31/2019</i>

**HOUSE . . . . . No.**

---

By Mr. Jones of North Reading, a petition (subject to Joint Rule 7B) of Bradley H. Jones, Jr., Paul K. Frost and Donald H. Wong relative to train culverts in the town of Lynnfield. Transportation. [Local Approval Required.]

---

**The Commonwealth of Massachusetts**

\_\_\_\_\_  
**In the One Hundred and Ninety-First General Court  
(2019-2020)**  
\_\_\_\_\_

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   cection 31A of chapter 23A of the General Laws. The Town shall not be required to furnish any  
9   other form of insurance, or any defense, indemnification or hold-harmless agreement with  
10   respect to any claims, injuries, costs, damages or other relief arising out of or related to the pre-  
11   existing release or threat of release of oil or hazardous materials, as defined in chapter 21E of the  
12   General Laws at or from said railroad bed.