

**HOUSE . . . . . No. 3253**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

***Jonathan D. Zlotnik and John J. Cronin***

*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 the leasing of a certain parcel of land in the city of Gardner.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Jonathan D. Zlotnik</i>	<i>2nd Worcester</i>	<i>2/19/2021</i>
<i>John J. Cronin</i>	<i>Worcester and Middlesex</i>	<i>2/19/2021</i>

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By Representative Zlotnik of Gardner and Senator Cronin, a joint petition (accompanied by bill, House, No. 3253) of Jonathan D. Zlotnik and John Cronin for legislation to authorize the commissioner of Capital Asset Management and Maintenance to lease a certain parcel of land in the city of Gardner to Heywood Healthcare Inc. State Administration and Regulatory Oversight.

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**The Commonwealth of Massachusetts**

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**In the One Hundred and Ninety-Second General Court  
(2021-2022)**  
\_\_\_\_\_

An Act relative to the leasing of a certain parcel of land in the city of Gardner.

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to forthwith authorize the conveyance or lease of certain real property in the city of Gardner, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health.

*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 through 37, inclusive, of chapter 7C of the  
2 General Laws or any other general or special law to the contrary, the commissioner of capital  
3 asset management and maintenance may lease, in consultation with the board of higher education  
4 and Mount Wachusett Community College, to Heywood Healthcare Inc., for a term, including  
5 extensions, not to exceed 50 years, a parcel of land containing 4.1784 acres, said parcel being a  
6 portion of the college’s campus in the city of Gardner and shown on a plan on file with the  
7 division of capital asset management and maintenance. The initial term of the lease shall be for a  
8 period of 30 years with options to renew for 2 additional 10-year terms. The exact boundaries of  
9 the parcel shall be determined by the commissioner based upon a survey.

10 SECTION 2. No lease agreement entered into pursuant to this act by or on behalf of the  
11 commonwealth shall be valid unless it provides that the parcel shall be used solely to  
12 accommodate additional parking at the Gardner Campus of Heywood Healthcare, Inc.

13 No such lease agreement shall be valid unless it further provides that if, for any reason,  
14 the parcel ceases to be used for the purposes described in this act, the commonwealth may  
15 terminate the lease under such terms and conditions as the division of capital asset management  
16 and maintenance, in consultation with the board of higher education and Mount Wachusett  
17 Community College, may prescribe.

18 SECTION 3. A lease agreement entered into pursuant to this act by or on behalf of the  
19 commonwealth shall be on such terms and conditions as the division of capital asset management  
20 and maintenance, in consultation with the board of higher education and Mount Wachusett  
21 Community College, deem appropriate. In furtherance and not in limitation of the foregoing, any  
22 such lease agreement shall contain a provision that requires the lessee to carry comprehensive  
23 general liability insurance with the commonwealth named as an additional insured, protecting the  
24 commonwealth against all personal injury or property damage occurring on the parcel during the  
25 term of the lease. The lessee shall indemnify and hold the commonwealth and Mount Wachusett  
26 Community College harmless for any and all personal injury or property damage caused or  
27 suffered by the lessee, its clients or agents.

28 SECTION 4. The lessee shall be responsible for all direct transaction costs deemed  
29 necessary and appropriate by the commissioner of capital asset management and maintenance for  
30 the transaction, including, without limitation, all costs for legal work, appraisals, survey, title,  
31 recording fees, the preparation of plans and specifications and any costs associated with the

32 Inspector General’s review. The lessee shall also be responsible for any costs, liabilities or  
33 expenses of any kind for the development, improvement, maintenance or operation of the parcel  
34 as may be determined by the commissioner of capital asset management and maintenance, in  
35 consultation with Mount Wachusett Community College.

36 SECTION 5. The provisions of sections 44 to 58, inclusive of chapter 7C and sections  
37 44A to 44J, inclusive, of chapter 149 of the General Laws, and any other general or special law  
38 relating to the advertising, bidding or award of contract, or to the procurement of services or to  
39 the construction and design of buildings and other improvements on commonwealth property  
40 shall be applicable to the lessee. The design of and plans and specifications for any buildings or  
41 other improvements to be constructed by the lessee shall be subject to the review and approval of  
42 the division of capital asset management and maintenance and Mount Wachusett Community  
43 College.

44 SECTION 6. If Heywood Healthcare, Inc., ceases to use and maintain the property for the  
45 purposes specified in section 2 or uses the property for any other purpose, the lease shall, upon  
46 notice from the commissioner, terminate and the property shall revert to the commonwealth.

47 SECTION 7. Notwithstanding any general or special law to the contrary, Heywood  
48 Healthcare, Inc. shall be responsible for all costs and expenses of any transaction authorized by  
49 this section as determined by the commissioner of capital asset management and maintenance  
50 including, but not limited to, the costs of any engineering, surveys, appraisals, title examinations,  
51 recording fees and deed preparation related to the conveyance of the parcels.