

HOUSE No. 4309

The Commonwealth of Massachusetts

**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.

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 situated on the easterly side of Green Street,
6 in Gardner, Worcester County Massachusetts, bounded and described as follows:

7 Commencing at the northwesterly corner of land of Henry Heywood Memorial Hospital
8 in the easterly line of Green Street, as laid out by the Commonwealth of Massachusetts, layout
9 #6004; thence northerly by said layout line by a curve to the right having a radius of 1997.2 feet
10 an arc length of 2.29 feet; thence N71° 12'25"E, by said layout 35.13 feet to an angle in said road
11 line and being the southwesterly corner of the parcel herein described and the true point of
12 beginning; thence northerly by said layout line by a curve to the right having a radius of 1962.20
13 feet, an arc length of 370.54 feet to a point of tangency; thence N2°59'10"W. 607.96 feet to a
14 corner of other land of the Commonwealth of Massachusetts; thence S26°07'18"E, by said

15 Commonwealth land 960.09 feet to a stone bound at the northeasterly corner of the
16 aforementioned land of Henry Heywood Memorial Hospital; thence S71°21'52"W, by said
17 Hospital land 390.17 feet to the easterly line of Green Street and the point of beginning.
18 Containing 4.178 acres of 182,009 square feet.

19 Being a portion of land granted to the Commonwealth of Massachusetts by a deed
20 recorded at the Worcester District Registry of Deeds in Book 4754, Page 299.

21 The initial term of the lease shall be for a period of 30 years with options to renew for 2
22 additional 10-year terms.

23 SECTION 2. No lease agreement entered into pursuant to this act by or on behalf of the
24 commonwealth shall be valid unless it provides that the parcel shall be used solely to
25 accommodate additional parking at Henry Heywood Memorial Hospital.

26 No such lease agreement shall be valid unless it further provides that if, for any reason,
27 the parcel ceases to be used for the purposes described in this act, the commonwealth may
28 terminate the lease under such terms and conditions as the Division of Capital Asset
29 Management and Maintenance, in consultation with the board of higher education and Mount
30 Wachusett Community College, may prescribe.

31 SECTION 3. The consideration for the lease authorized and described in section 1 shall
32 be based on the full and fair market value of the parcel to be leased, as determined by the
33 Department of Capital Asset Management and Maintenance based upon an independent
34 professional appraisal, as defined in section 6.

35 SECTION 4. A lease agreement entered into pursuant to this act by or on behalf of the
36 Commonwealth shall be on such terms and conditions as the Department of Capital Asset
37 Management and Maintenance, in consultation with the Board of Higher Education and Mount
38 Wachusett Community College, deem appropriate. In furtherance and not in limitation of the
39 foregoing, any such lease agreement shall contain a provision that requires the lessee to carry
40 comprehensive general liability insurance with the Commonwealth named as an additional
41 insured, protecting the Commonwealth against all personal injury or property damage occurring
42 on the parcel during the term of the lease. The lessee shall indemnify and hold the
43 Commonwealth and Mount Wachusett Community College harmless for any and all personal
44 injury or property damage caused or suffered by the lessee, its clients or agents.

45 SECTION 5. Notwithstanding any general or special law to the contrary, Heywood
46 Healthcare Inc. shall be responsible for all costs and expenses of any transaction authorized by
47 this section as determined by the Commissioner of the Department of Capital Asset Management
48 and Maintenance including, but not limited to, the costs of any engineering, surveys, appraisals,
49 title examinations, recording fees and deed preparation related to the conveyance of the parcels.
50 The lessee shall also be responsible for any costs, liabilities or expenses of any kind for the
51 development, improvement, maintenance or operation of the parcel as may be determined by the
52 Commissioner of the Department of Capital Asset Management and Maintenance, in
53 consultation with Mount Wachusett Community College.

54 SECTION 6. An independent appraisal of the fair market value and value in use of the
55 parcel described in section 1 shall be prepared in accordance with the usual and customary
56 professional appraisal practices by a qualified appraiser commissioned by the commissioner of
57 capital asset management and maintenance. Consideration for the grant of the above-described

58 interest shall be the full and fair market value or the value in proposed use, whichever is greater,
59 as determined by the commissioner of capital asset management, and calculated with regard to
60 its full development potential as assembled with other lands owned or otherwise controlled by
61 the grantee. The commissioner of capital asset management and maintenance shall submit the
62 appraisal or appraisals to the inspector general for his or her review and comment. The inspector
63 general shall review and approve the appraisal or appraisals, and the review examination of the
64 methodology utilized for the appraisal or appraisals. The inspector general shall prepare a report
65 of his or her review and file the report with the commissioner of capital asset management and
66 maintenance for submission by said commissioner to the house and senate committees on ways
67 and means and the joint committee on state administration and regulatory oversight. Said
68 commissioner shall submit copies of the appraisals, and the inspector general's review and
69 approval and comments, if any, to the house and senate committees on ways and means and the
70 joint committee on state administration and regulatory oversight at least 15 days prior to the
71 execution of documents effecting the transfers described in section 4.

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