

**SENATE . . . . . No.**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

**Benjamin B. Downing**

*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 passage of the accompanying bill:

An Act relative to the leasing of land to the Pittsfield Family YMCA by Berkshire Community College.

PETITION OF:

NAME:

Benjamin B. Downing

DISTRICT/ADDRESS:

Berkshire, Hampshire and Franklin

# The Commonwealth of Massachusetts

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In the Year Two Thousand and Nine  
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## AN ACT RELATIVE TO THE LEASING OF LAND TO THE PITTSFIELD FAMILY YMCA BY BERKSHIRE COMMUNITY COLLEGE.

*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, but subject to section 40J of  
2 chapter 7 of the General laws, the commissioner of the division of capital asset management and  
3 maintenance may in consultation with the board of higher education and Berkshire Community college  
4 enter into a multi year lease with the Pittsfield Family YMCA of campus facilities of said college.

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6 SECTION 2. Any lease agreement entered into pursuant to this act by or on behalf of the  
7 Commonwealth shall be on such terms and conditions as the division of capital asset management and  
8 maintenance, in consultation with the board of higher education and Berkshire Community college,  
9 deem appropriate. In furtherance and not in limitation of the foregoing, any such lease agreement shall  
10 contain a provisions that required the lessee to carry comprehensive general liability insurance with the  
11 Commonwealth named as a co-insured, protecting the commonwealth against all personal injury or  
12 property damage on the parcel during the term of the lease. The lessee shall indemnify and hold the

13 Commonwealth and Berkshire Community College harmless for any and all personal injury or property  
14 damage caused or suffered by the lessee, its clients or agents.

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16 SECTION 3. The lessee shall be responsible for all costs deemed necessary or appropriate by the  
17 commissioner of the division of capital asset management and maintenance for the transaction,  
18 including without limitation, all costs for legal work, survey, title and the preparation of plans and  
19 specifications. The lessee shall also be responsible for any costs, liabilities or expenses of any kind of the  
20 development, improvement, maintenance or operation of the parcel as may be determined by the  
21 commissioner of capital asset management and maintenance, in consultation with Berkshire Community  
22 College.

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24 SECTION 4. The provisions of section 38A ½ to 380, inclusive, of chapter 7 and sections 44A to 44J,  
25 inclusive, of chapter 149 of the General Laws, and any other general or special law relating to the  
26 advertising, bidding or award of contracts, or to the procurement of services or to the construction and  
27 design of buildings and other improvements on Commonwealth property shall not be applicable to the  
28 lessee, except that the design of and plans and specification for any buildings or other improvements to  
29 be constructed by the lessee shall be subject to the review and approval of the division of capital asset  
30 management and maintenance and Berkshire Community College.

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