

**HOUSE . . . . . No. 4348**

---

The Commonwealth of Massachusetts

\_\_\_\_\_  
**In the Year Two Thousand Fourteen**  
\_\_\_\_\_

An Act authorizing for the lease of property at Essex North Shore Agricultural and Technical School.

*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. As used in this section, the following words shall have the following  
2 meanings unless the context clearly requires otherwise:

3           “Commissioner”, the commissioner of capital asset management and maintenance.

4           “District”, the Essex North Shore agricultural and technical school district established  
5 pursuant to chapter 463 of the acts of 2004.

6           “Division”, the division of capital asset management and maintenance.

7           “School”, the Essex North Shore agricultural and technical school established pursuant to  
8 chapter 463 of the acts of 2004.

9           SECTION 2. Notwithstanding section 32 to 37, inclusive, of chapter 7C of the General  
10 Laws, chapter 463 of the acts of 2004 or any other general or special law to the contrary, the  
11 commissioner may, in consultation with the district, lease or enter into other agreements for a  
12 term, including any extensions, not to exceed 25 years for certain lands and any buildings and  
13 other appurtenances thereon located at the school in the town of Middleton to Essex Sports  
14 Center, LLC. The location and boundaries of any of the parcels to be leased shall be determined  
15 by the commissioner based upon a survey by a certified engineer.

16           SECTION 3. The lessee shall use the property solely for constructing and operating  
17 athletic and recreational facilities for use by the school or any other authorized parties. The lease  
18 or other agreement shall include a provision restricting the use of the property to such purposes  
19 and providing for termination of the lease if the property ceases to be used for such purposes.  
20 Upon the expiration of the lease, or if Essex Sports Center, LLC ceases to be the lessee at any

21 time before the expiration of the lease, the land, facilities, fields and appurtenances shall revert to  
22 the commonwealth upon such terms and conditions as the commissioner may determine. The  
23 lease may permit leasehold mortgages covering any lease executed as authorized in this section  
24 to assist the lessee in financing improvements to the leased property, provided, however, that any  
25 such leasehold mortgage shall be subordinate to any such lease, subject to the ability of any such  
26 leasehold mortgagee to exercise its rights under any such mortgage.

27         SECTION 4. The lease or other agreement authorized by this section shall be on terms  
28 and conditions acceptable to the commissioner after consultation with the district, and subject to  
29 review by the inspector general prior to the execution of the lease; provided, however, that any  
30 such lease or other agreement shall provide, without limitation that: (i) the lessee shall manage,  
31 operate, improve, repair and maintain the land, buildings and appurtenances associated therewith  
32 during the term of the lease which shall be subject to the approval of the commissioner and the  
33 district and the upkeep shall be reviewed on an annual basis by the commissioner, the lessee and  
34 the district; provided, however, that the lessee shall be responsible for the repairs and  
35 maintenance as recommended by the commissioner or the district; (ii) the lessee shall carry  
36 comprehensive general liability and construction insurance in amounts acceptable to the  
37 commissioner and the district naming the commonwealth and the district as the co-insured and  
38 protecting the commonwealth and the district against all claims for personal injury or property  
39 damage arising from the land, buildings and appurtenances associated therewith during the  
40 construction and the term of the lease; (iii) the lessee shall pay rent in an amount equal to or  
41 greater than the full and fair market value of its leasehold interest under this section as  
42 determined by an independent appraisal prepared in accordance with the usual and customary  
43 professional appraisal practices by a certified appraiser commissioned by the commissioner, in  
44 consultation with the inspector general; (iv) the lessee shall be responsible for the capital  
45 improvements to the premises; (v) the lessee shall be responsible for all costs of all utilities  
46 during the term of the lease; and (vi) the lessee shall not design or construct any facilities on the  
47 parcel without the written approval of the division, in consultation with the district.

48         SECTION 5. The lessee shall be responsible for and shall maintain an escrow fund for all  
49 costs and expenses including, but not limited to, costs associated with any engineering, surveys,  
50 appraisals, and lease preparation as such costs may be determined by the commissioner.

51         SECTION 6. The district may establish a receipts reserved for appropriation account for  
52 any revenue generated from the lease of property to the lessee. The account shall be used for the  
53 general appropriations of the district.

54         SECTION 7. No general or special law or rule or regulation relating to the advertising,  
55 bidding or awarding of contracts, to the procurement of services including, but not limited to,  
56 chapter 30B of the General Laws or to the construction and design improvements shall apply to  
57 the district or the lessee under this section.

58 SECTION 8. The 25-year lease and other agreements executed pursuant to this section  
59 shall be on terms, conditions and consideration acceptable to the commissioner and the district;  
60 provided, however, that the lessee shall permit the following reserved ice rink needs free of  
61 charge and on a priority basis to the district: (i) daytime physical education classes which are  
62 scheduled as part of the regular school curriculum; (ii) practice and games for the following  
63 hockey teams if such teams are established: male varsity, male junior varsity, female varsity and  
64 female junior varsity; provided further, that the lessee shall permit the following reserved turf  
65 field needs free of charge and on a priority basis to the district: (1) daytime physical education  
66 classes which are scheduled as part of the regular school curriculum; (2) practice and games for  
67 the following soccer, football, field hockey, winter track and field, spring track and field,  
68 lacrosse, baseball and softball teams if such teams are established: male varsity, male junior  
69 varsity, female varsity and female junior varsity; provided further, that schedules for the ice rink  
70 and turf field use shall be presented by the district to the lessee by July 1 preceding each  
71 academic year and only for those classes and teams which are in existence for that academic  
72 year; provided, further, that the lessee shall permit reserved ice for school-sponsored or  
73 Massachusetts Interscholastic Athletic Association tournaments, if available; and provided  
74 further, that the lessee shall ensure fair and reasonable use of the ice rink, fields, facilities, land  
75 and appurtenances for communities within the district.

76 SECTION 9. All records of the lessee relating to the operation of the facility including,  
77 but not limited to, finances and scheduling shall be made available for inspection by the offices  
78 of the state auditor, the attorney general, the inspector general and the division upon request.

79 SECTION 10. This act shall take effect upon its passage.