

HOUSE No. 3917

The Commonwealth of Massachusetts

PRESENTED BY:

Theodore C. Speliotis and Bruce E. Tarr

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

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Theodore C. Speliotis</i>	<i>13th Essex</i>
<i>Bruce E. Tarr</i>	<i>First Essex and Middlesex</i>
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>
<i>Bradford Hill</i>	<i>4th Essex</i>
<i>Leah Cole</i>	<i>12th Essex</i>
<i>Lori A. Ehrlich</i>	<i>8th Essex</i>
<i>Ann-Margaret Ferrante</i>	<i>5th Essex</i>
<i>John D. Keenan</i>	<i>7th Essex</i>
<i>Leonard Mirra</i>	<i>2nd Essex</i>
<i>Jerald A. Parisella</i>	<i>6th Essex</i>
<i>Joan B. Lovely</i>	<i>Second Essex</i>

HOUSE No. 3917

By Representative Speliotis of Danvers and Senator Tarr, a joint petition (subject to Joint Rule 12) of Theodore C. Speliotis, Bruce E. Tarr and others for legislation to authorize the lease of property at Essex North Shore Agricultural and Technical School. State Administration and Regulatory Oversight.

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 act, the following words shall, unless the context requires
2 otherwise, have the following meanings:

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

5 “District”, the Essex North Shore Agricultural and Technical School District established
6 pursuant to Chapter 463 of the Acts of 2004 as amended by chapter 9 of the acts of 2006 and by
7 chapter 130 of the acts of 2010.

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

9 “School”, the Essex North Shore Agricultural and Technical School established pursuant
10 to chapter 463 of the acts of 2004 as so amended.

11 SECTION 2. Notwithstanding section 32 to 37, inclusive, of chapter 7C of the General
12 Laws, chapter 463 of the acts of 2004 as amended by chapter 9 of the acts of 2006 and by
13 chapter 130 of the acts of 2010 or any other general or special law to the contrary, the
14 commissioner may, in consultation with the district, lease or enter into other agreements for a
15 term, including any extensions, not to exceed 25 years for certain lands and any buildings and
16 other appurtenances thereon located at the school in the towns of Danvers and Middleton to

17 Essex Sports Center, LLC. The location and boundaries of the parcel or parcels to be leased
18 shall be determined by the commissioner based upon a survey.

19 SECTION 3. The lessee shall use the property solely for the purpose of constructing and
20 operating athletic and recreational facilities for use by the school, or any other authorized parties
21 otherwise related to the district's mission. The lease or other agreement pertaining to the lease of
22 the property shall include a provision restricting the use of the property to such purposes and
23 providing for termination of the lease if the property ceases to be used for such a purpose.

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

42 SECTION 5. The lessee shall be responsible for and shall maintain an escrow fund for
43 all costs and expenses including, but not limited to, costs associated with any engineering,
44 surveys, appraisals, and lease preparation as such costs may be determined by the commissioner.
45 The lessee shall also maintain a bond in a minimum amount that shall cover the cost of any
46 amount due to any lender, public or private, in the case of default, foreclosure, or bankruptcy by
47 the lessee.

48 SECTION 6. No general or special law, rule, or regulation relating to the advertising,
49 bidding, or award of contracts to the procurement of services, including, but not limited to
50 Chapter 30B of the general laws, or to the construction and design improvements shall apply to
51 the district or the lessee under this act.

52 SECTION 7. This act shall take effect upon its passage.