

# **HOUSE . . . . . No. 66**

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## The Commonwealth of Massachusetts

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HOUSE OF REPRESENTATIVES, March 11, 2015.

The committee on Ways and Means, to whom was referred the Bill authorizing the Commissioner of Capital Asset Management and Maintenance to convey certain parcels of land in the town of North Reading (House, No. 57), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 66).

For the committee,

BRIAN S. DEMPSEY.

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## The Commonwealth of Massachusetts

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**In the One Hundred and Eighty-Ninth General Court  
(2015-2016)**  
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An Act authorizing the Commissioner of Capital Asset Management and Maintenance to convey certain parcels of land in the town of North Reading.

*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 to 37, inclusive, of chapter 7C of the General  
2 Laws or any other general or special law to the contrary, the commissioner of capital asset  
3 management and maintenance may convey the parcels of land parcels located at 102 Lowell  
4 Road and 104 Lowell Road in the town of North Reading, which parcels are shown on North  
5 Reading Assessors Map 14 as Lot 148 consisting of 2.49 acres and on North Reading Assessors  
6 Map 7 as Lot 2 consisting of 34.21 acres, respectively. The exact location and boundaries of the  
7 parcels to be conveyed shall be determined by the commissioner and agreed to by the town after  
8 the completion of a survey. The use of the parcels to be conveyed to the town shall not be  
9 restricted to use for general municipal purposes or other specific uses; provided; however, that  
10 the town may so restrict the parcels at a later date, in accordance with any applicable general and  
11 special laws. The parcels shall be conveyed by deed without warranties or representations by the  
12 commonwealth.

13           SECTION 2. As consideration for the parcels described in section 1, the town of North  
14 Reading shall pay the commonwealth certain costs incurred after the closure of the facility,  
15 including, but not limited to, the cost of capital expenditures and operating expenditures (hard  
16 costs and soft costs) incurred by the Commonwealth to improve, maintain, replace, or repair the  
17 parcels conveyed to the Town, which includes land, infrastructure, and improvements, but  
18 excluding costs associated with the closure or demolition of the facility and/ or the  
19 environmental remediation of the facility or parcel, as determined by the commissioner and  
20 agreed to by the town. The town of North Reading may pay the amount so determined by the  
21 commissioner and agreed to by the town upon its purchase of the parcels described in section 1,  
22 or the town may pay the amount so determined in 10 annual payments pursuant to sections 20A  
23 of chapter 58 of the General Laws.

24           SECTION 3. In the event that the town of North Reading sells or leases any portion of  
25 the parcels described in section 1, the net proceeds from such sale or lease as determined by the  
26 town and agreed to by the commissioner shall be allocated between the town of North Reading  
27 and the commonwealth in equal shares: provided, however, that the commissioner may agree to  
28 reduce the share of the commonwealth's proceeds to not less than 30 per cent of net proceeds in  
29 order to provide certain incentives to the town of North Reading to sell or lease some or all of the  
30 parcels described in section 1 expeditiously or to facilitate the development of some or all of the  
31 parcels in accordance with smart growth principles promulgated from time to time by the  
32 governor and the secretary of energy and environmental affairs. In the event that the net  
33 proceeds as so determined are a negative amount, the commonwealth shall not be required to  
34 make any payments to the town of North Reading. If the town of North Reading sells or leases  
35 any portion of the parcels described in section 1, the commissioner shall send a report to the

36 inspector general detailing the terms of the sale or lease, any incentives authorized by the  
37 commissioner, and the Commonwealth's share of the net proceeds.

38 SECTION 4. Notwithstanding any general or special law to the contrary, the town of  
39 North Reading shall pay for all costs and expenses of the transactions authorized in this act as  
40 determined by the commissioner including, but not limited to, the costs of any surveys,  
41 appraisals, recording fees and deed preparation related to the conveyances and for all costs,  
42 liabilities and expenses of any nature and kind related to the town's ownership of said parcels;  
43 provided, however, that such costs may be included for the purposes of determining the net  
44 proceeds of the town's sale or lease of any portion of the parcels described in section 1.  
45 Amounts paid by the town of North Reading pursuant to section 2 shall not be included for the  
46 purposes of determining the net proceeds from a sale or lease.

47 SECTION 5. (a) In the event that the town of North Reading does not complete a  
48 purchase of the property described in section 1 on or before December 1, 2015, then  
49 notwithstanding sections 33 to 37, inclusive, of chapter 7C of the General Laws or any other  
50 general or special law to the contrary, the commissioner may sell, lease for terms of up to 99  
51 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers  
52 or lessees an interest in the property described in said section 1 or portions thereof, subject to this  
53 section and on such terms and conditions that the commissioner considers appropriate. In  
54 making any such disposition pursuant to this section, the commissioner shall use appropriate  
55 competitive bidding processes and procedures. At least 30 days before the date on which bids,  
56 proposals or other offers to purchase or lease a property, or any portion thereof, are due, the  
57 commissioner shall place a notice in the central register published by the state secretary pursuant  
58 to section 20 A of chapter 9 of the General Laws stating the availability of the property, the

59 nature of the competitive bidding process and other information that the commissioner considers  
60 relevant, including the time, place and manner for the submission of bids and proposals and the  
61 opening of the bids or proposals.

62 (b) Notwithstanding any general or special law to the contrary, the grantee or lessee of all  
63 or any portion of the property described in section 1 and subject to this section shall be  
64 responsible for costs and expenses including, but not limited to, costs, associated with deed  
65 preparation and recording fees related to the conveyances and transfers authorized in this section  
66 as such costs may be determined by the commissioner.

67 (c) The commissioner may retain or grant rights of way or easements for access, egress,  
68 utilities and drainage across any of the parcels described in section 1 and subject to this section  
69 and across other commonwealth property contiguous to any of the parcels, and the  
70 commonwealth may accept from the town or developer such rights of way or easements in  
71 roadways or across any of the parcels to be conveyed or transferred for access, egress, drainage  
72 and utilities as the commissioner considers necessary and appropriate to carry out this section.

73 (d) No agreement for the sale, lease, transfer or other disposition of the property  
74 described in section 1 and subject to this section, or any portion thereof and no deed executed by  
75 or on behalf of the commonwealth shall be valid unless the agreement or deed contains the  
76 following certification, signed by the commissioner:

77 "I, the undersigned commissioner of capital asset management and maintenance, hereby  
78 certify under penalties of perjury that I have fully complied with the relevant provisions of  
79 general and special law in connection with the property described in these documents."