

HOUSE No. 57

The Commonwealth of Massachusetts

PRESENTED BY:

Bradley H. Jones, Jr. 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 the Commissioner of Capital Asset Management and Maintenance to convey certain parcels of land in the town of North Reading.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>	<i>1/15/2015</i>
<i>Bruce E. Tarr</i>	<i>First Essex and Middlesex</i>	<i>1/15/2015</i>

HOUSE No. 57

By Representative Jones of North Reading and Senator Tarr, a joint petition (accompanied by bill, House, No. 57) of Bradley H. Jones, Jr. and Bruce E. Tarr for legislation to authorize the Commissioner of Capital Asset Management and Maintenance to convey certain parcels of land in the town of North Reading. State Administration and Regulatory Oversight. [Local Approval Received.]

The Commonwealth of Massachusetts

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In the One Hundred and Eighty-Ninth General Court
(2015-2016)
—————

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.

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

44 SECTION 5. (a) In the event that the town of North Reading does not complete a
45 purchase of the property described in section 1 on or before December 1, 2015, then
46 notwithstanding sections 33 to 38, inclusive, of chapter 7C of the General Laws or any other
47 general or special law to the contrary, the commissioner may sell, lease for terms of up to 99
48 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers
49 or lessees an interest in the property described in said section 1 or portions thereof, subject to this
50 section and on such terms and conditions that the commissioner considers appropriate. In
51 making any such disposition pursuant to this section, the commissioner shall use appropriate
52 competitive bidding processes and procedures. At least 30 days before the date on which bids,
53 proposals or other offers to purchase or lease a property, or any portion thereof, are due, the
54 commissioner shall place a notice in the central register published by the state secretary pursuant
55 to section 20 A of chapter 9 of the General Laws stating the availability of the property, the

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

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

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

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

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