

HOUSE No. 6365

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, January 5, 1993.

The committee on Ways and Means, to whom was referred the Bill authorizing the Division of Capital Planning and Operations to convey a certain parcel of land in the city of Taunton to said city (House, No. 2903), reports that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 6365).

For the committee,

THOMAS M. FINNERAN.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Ninety-Two.

AN ACT AUTHORIZING THE DIVISION OF CAPITAL PLANNING AND OPERATIONS TO CONVEY A CERTAIN PARCEL OF LAND IN THE CITY OF TAUNTON TO SAID CITY.

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. The commissioner of the division of capital
2 planning and operations is hereby authorized, subject to the
3 provisions of sections 40E through 40J, inclusive, of chapter 7 of
4 the General Laws, to sell at full and fair market value and convey
5 by deed approved as to form by the attorney general, a certain
6 parcel of land located in the city of Taunton, to the Taunton
7 Development Corporation for municipal industrial development
8 purposes, subject to such terms and conditions as the
9 commissioner may prescribe in consultation with the commis-
10 sioner of mental retardation, said land being bounded and
11 described as follows.

12 Beginning at a point being a concrete bound on the easterly
13 sideline of a Consolidated Rail Corporation right of way and also
14 being S34° 48' 28" E, 3,523.96 feet more or less from the southerly
15 sideline of Myles Standish Boulevard;

16 Thence N28° 09' 53" E, 224.52 feet to a point;

17 Thence N34° 48' 28" W, 2,500.00 feet to a point;

18 Thence N75° 41' 42" E, 3,019.08 feet to a point;

19 The last three courses being by land in Taunton Development
20 Corporation.

21 Thence N28° 09' 53" E, 2,000.00 feet by land of the Taunton
22 Development Corporation and land of the Commonwealth of
23 Massachusetts to a point;

24 Thence S24° 03' 45" E, 1,068.23 feet to a point;

25 Thence S65° 56' 15" W, 300.00 feet to a point;

26 Thence S00° 00' 00" E, 1,400.00 feet to a point;

27 Thence S31° 09' 18" W, 2,741.01 feet to a point;

28 Thence S28° 38' 00" E, 200.00 feet to a point;
29 Thence N74° 24' 00" E, 300.00 feet to a point;
30 Thence S28° 33' 58" E, 1,605.98 feet to a point;
31 Thence S55° 11' 50" W, 1,100.00 feet to a point;
32 The last eight courses being by land of the Commonwealth of
33 Massachusetts.
34 Thence N34° 48' 10" W, 2,700.00 feet along the easterly sideline
35 of a Consolidated Rail Corporation right of way to the point of
36 beginning.

1 SECTION 2. If the commissioner determines to convey the
2 property described in section 1 to the Taunton Development
3 Corporation, the commissioner shall not be required to comply
4 with the provisions of section 40H of chapter 7 of the General
5 Laws, provided that the mayor of the city of Taunton and the
6 president of the Taunton Development Corporation, in
7 connection with the rental or sale to an individual or entity shall
8 comply with the provisions of section 16 of chapter 30B of the
9 General Laws as they apply to a governmental body.

10 The mayor and president shall issue a request for proposals.
11 The request for proposals shall specify:

12 (1) a listing and description of uses determined to be feasible
13 or consistent with the purposes of this act;

14 (2) all evaluation criteria that will be utilized for the evaluation
15 of proposals, together with a statement that evaluations shall be
16 based solely on the criteria set forth in the request for proposals;

17 (3) all items or categories of information which must be
18 included in each development proposal, and a format for
19 submitting such information, and

20 (4) those terms and conditions of the land disposition
21 agreement which are not subject to negotiation, provided that the
22 agreement shall incorporate by reference the development
23 proposal submitted by the selected developer together with any
24 revisions that have been negotiated in accordance with this
25 section, and provided further that the land disposition agreement
26 shall include remedies on behalf of the City and the Corporation
27 in the event the developer fails to fulfill its obligations as set forth
28 in the land disposition agreement.

29 Taking into consideration the proposed price and the
 30 evaluations based on the criteria set forth in the request for
 31 proposals, the mayor and the president shall determine the
 32 responsible and responsive developer submitting the most
 33 advantageous proposal. The mayor and the president may
 34 condition disposition of the property on the negotiation of
 35 revisions in the development proposal submitted by the selected
 36 developer. The mayor and the president may reject any and all
 37 proposals if they determine that rejection is in the best interests
 38 of the city. The mayor and president shall retain for a period of
 39 one year all proposals relating to the rental or sale and make them
 40 available for public inspection. No agreement for the rental or sale
 41 of the property shall be valid unless such agreement contains the
 42 following declaration, signed by the mayor and president of the
 43 Taunton Development Corporation.

44 The undersigned certifies under the penalties of perjury that we
 45 have fully complied with the requirements of section two of
 46 chapter _____ of the Acts of 1989 in connection with the property
 47 described herein.

48 _____
 49 Mayor, City of Taunton Date

50 _____
 51 President, Taunton Development Corporation

52 _____
 53 Date

1 SECTION 3. Prior to the conveyance of the property
 2 described in section 1 of this act, the commissioner of the division
 3 of capital planning and operations shall work in consultation with
 4 the commissioner of mental retardation to determine what terms
 5 and conditions shall be prescribed as conditions precedent to any
 6 disposition of said property and to the validity of any deed or
 7 deeds (or any rental agreement or agreements, if any) executed
 8 by or on behalf of the commonwealth by said commissioner. These
 9 conditions shall include, but not be limited to, such matters as
 10 housing, employment opportunities, recreation services,

11 transportation services, proper control of the industrial park
12 traffic and noise and environmental impact on the Dever State
13 School, the rights of easement access on said property by state
14 and local government for water, power, sewer, and other utilities,
15 etc., implementation of proper protections for the Dever State
16 School's present water and sewer systems, the creation of a natural
17 buffer zone to insure a safe distance between the Taunton
18 Industrial Park and the Dever State School and the safety of
19 employees and residents thereof, and certain infrastructure needs
20 of the Dever State School such as a safe adequate water supply
21 and a proper sewer system, to be realized by individuals with
22 mental retardation who reside at said Dever State School, or who
23 need or receive services of the department of mental retardation
24 in Southeastern Massachusetts.

1 SECTION 4. The commissioner shall, thirty days before the
2 execution of any agreement authorized by this act, or any
3 subsequent amendment thereof, submit the agreement or
4 amendment and a report thereon to the inspector general for his
5 review and comment. The inspector general shall issue his review
6 and comment within fifteen days of receipt of any agreement or
7 amendment. The commissioner shall submit the agreement and
8 any subsequent amendments thereof, the reports, and the
9 comments of the inspector general, if any, to the house and senate
10 committees on ways and means and the house and senate
11 chairmen of the joint committee on state administration at least
12 fifteen days prior to execution.

1 SECTION 5. Use of the property described in section one shall
2 be restricted to municipal industrial development and related
3 purposes.

1 SECTION 6. In the event that the property described in
2 Section 1 is not used for the purposes described in Section 5
3 within five years of effective date of this act, or if the use for the
4 aforementioned purpose ceases at any time, the property shall
5 revert to the Commonwealth for utilization by the Paul A. Dever
6 State School.

