

SENATE No. 1563

The Commonwealth of Massachusetts

SENATE, April 14, 1993.

The committee on Ways and Means, to whom was committed the Senate Bill authorizing the Division Capital Planning and Operations to convey a certain parcel of land in the city of Taunton (Senate, No. 1531), reports recommending that the same ought to pass, with an amendment, substituting a new draft with the same title (Senate, No. 1563).

For the committee.

ROBERT D. WETMORE.

The Commonwealth of Massachusetts

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

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

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 forty E to forty J, inclusive, of chapter
4 seven of the General Laws, to sell at full and fair market value
5 and convey by deed a certain parcel of land located in the city
6 of Taunton to the Taunton Development Corporation for
7 municipal industrial development purposes, in accordance with
8 and subject to all terms, conditions, covenants, easements,
9 reservations and restrictions established therefor pursuant to
10 section three of this act, said land being approximately that
11 identified as "part A, 217.9 acres" in the proposed land acquisition
12 summary on a plan entitled "composite plan showing existing
13 conditions and proposed acquisition areas at Paul A. Dever State
14 School, prepared for Taunton Development Corporation,
15 May 1991, by Tibbets Engineering Corporation." The purchase
16 price payable by the Taunton Development Corporation for said
17 parcel shall be the full and fair market value of the property as
18 of the time of conveyance to the Taunton Development
19 Corporation, determined by independent appraisal, for its highest
20 and best use as encumbered immediately prior to said conveyance
21 and taking into account any restrictions to be imposed upon said
22 conveyance. The Taunton Development Corporation shall pay
23 said purchase price in full at the time of said conveyance.

1 SECTION 2. If the commissioner determines to sell the
2 property described in section one to the Taunton Development
3 Corporation, the commissioner shall not be required to comply

4 with the provisions of section forty H of chapter seven of the
5 General Laws, provided that the purchase price and other terms
6 and conditions of such sale comply with section one and all other
7 requirements of this act applicable thereto. In connection with any
8 sale or rental of all or any part of said property by the Taunton
9 Development Corporation to any individual or entity, the mayor
10 of the City of Taunton and the president of the Taunton
11 Development Corporation, shall comply with the provisions of
12 section sixteen of chapter thirty B of the General laws as they
13 apply to a governmental body.

14 In connection with any sale or rental of all or any part of said
15 property by the Taunton Development Corporation to any
16 individual or entity, the mayor and president shall issue a request
17 for proposals. The request for proposals shall specify:

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

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

23 (3) all items or categories of information which must be
24 included in each development proposal, and a format for
25 submitting such information; and

26 (4) those terms and conditions of the land disposition
27 agreement which are not subject to negotiation, including, without
28 limitation, all covenants, easements, reservations and
29 restrictions of the conveyance of said property to the Taunton
30 Development Corporation established pursuant to section three
31 of this act, provided that the agreement shall incorporate by
32 reference the development proposal submitted by the selected
33 developer together with any revisions that have been negotiated
34 in accordance with this section, and provided further that the land
35 disposition agreement shall include remedies on behalf of the City
36 and the Corporation in the event the developer fails to fulfill its
37 obligations as set forth in the land disposition agreement.

38 Taking into consideration the proposed price and the
39 evaluations based on the criteria set forth in the request for
40 proposals, the mayor and the president shall determine the
41 responsible and responsive developer submitting the most
42 advantageous proposal. The mayor and the president may

43 condition disposition of the property on the negotiation of
 44 revisions in the development proposals submitted by the selected
 45 developer. The mayor and the president may reject any and all
 46 proposals if they determine that rejection is in the best interests
 47 of the city. The mayor and president shall retain for a period of
 48 one year all proposals relating to the rental or sale and make them
 49 available for public inspection. No agreement for the rental or sale
 50 of the property shall be valid unless such agreement contains the
 51 following declaration, signed by the mayor and president of the
 52 Taunton Development Corporation:

53 The undersigned certify under the penalties of perjury that we
 54 have fully complied with the requirements of section two of
 55 chapter _____ of the Acts of 1993 in connection with the property
 56 described herein.

Mayor, City of Taunton

Date

President, Taunton Development Corporation

Date

1 SECTION 3. Prior to the sale of the property described in
 2 section one of this act, the commissioner of the division of capital
 3 planning and operations shall work in consultation with the
 4 commissioner of mental retardation and the Dever Association
 5 for the Retarded, Inc. to determine what terms and conditions
 6 and covenants, easements, reservations and restrictions shall be
 7 prescribed as part of any disposition of said property and the
 8 validity of any deed or deeds (or any rental agreement or
 9 agreements, if any) executed by or on behalf of the commonwealth
 10 by said commissioner. Such provisions shall include, but not be
 11 limited to, such matters as proper control of the industrial park
 12 traffic and noise and environmental impact on the Dever State
 13 School, reservation of easements on said property for water,
 14 power, sewer, and other utilities, and access for the Dever State
 15 School, implementation of proper protections for the Dever State

16 School's present water and sewer and other utility systems, the
17 creation of an appropriate physical barrier between the Taunton
18 Industrial Park and the Dever State School to ensure the privacy
19 and safety of employees and residents thereof and to preserve the
20 ambience of the Dever State School.

1 SECTION 4. The purchase price paid pursuant to section one
2 shall be deposited in the general fund of the comonwealth, and
3 shall be expended, subject to appropriation, for the improvement
4 of the Paul A. Dever State School and for the direct benefit of
5 the clients of that school.

1 SECTION 5. 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 6. From and after any transfer of the property
2 described in section one to the Taunton Development
3 Corporation, the use thereof shall be subject to any and all
4 covenants, easements, reservations and restrictions established
5 pursuant to section three of this act.

1 SECTION 7. In the event that the property described in section
2 one is not used for the purposes described in section six within
3 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.

7 Nothing in this act shall be construed in a manner with or in
8 conflict with the so-called "Dever Villages Plan" or to compromise
9 the commitment of the commonwealth to the care of Paul A.
10 Dever State School clients.

