

By Mr. Pacheco, a petition (accompanied by bill, Senate, No. 2255) of Marc R. Pacheco, Joan M. Menard, Philip Travis and James H. Fagan for legislation to authorize the Division of Capital Planning and Operations to convey certain parcels of land to the Taunton Development Corporation. State Administration.

The Commonwealth of Massachusetts

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

AN ACT AUTHORIZING THE DIVISION OF CAPITAL PLANNING AND OPERATIONS TO CONVEY CERTAIN PARCELS OF LAND TO THE TAUNTON DEVELOPMENT CORPORATION.

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 plan-
2 ning and operations is hereby authorized, subject to the provisions
3 of sections forty E to forty G. inclusive, and section forty J of
4 chapter seven of the General Laws, to sell and convey by deed
5 two certain parcels of land located in the city of Taunton to the
6 Taunton Development Corporation for municipal industrial devel-
7 opment purposes, in accordance with and subject to all terms, con-
8 ditions, covenants, easements, reservations and restrictions
9 established therefor pursuant to section three of this act, said land
10 being described in section seven.

11 The purchase price payable by the Taunton Development
12 Corporation for said parcels shall be the full and fair market value
13 of the property as of the time of conveyance to the Taunton
14 Development Corporation, determined by independent appraisal,
15 for its highest and best use. The inspector general shall review and
16 approve said appraisal and said review shall include a review of
17 the methodology utilized for said appraisal. The inspector general
18 shall prepare a report of his review and file said report with the
19 commissioner for submission to the house and senate committees
20 on ways and means and house and senate chairmen of the joint

21 committee on state administration in accordance with section five
22 of this act. The Taunton Development Corporation shall pay said
23 purchase price in full at the time of said conveyance.

1 SECTION 2. If the commissioner determines to sell the prop-
2 erty described in section seven 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, however, that the purchase price and
6 other terms and conditions of such sale comply with section one
7 and all other requirements of this act applicable thereto.

8 In connection with any sale or rental of all or any part of said
9 property by the Taunton Development Corporation to any indi-
10 vidual or entity, the mayor and the president of the Taunton
11 Development Corporation shall issue a request for proposals. The
12 request for proposals shall specify: (1) a listing and description of
13 uses determined to be feasible or consistent with the purposes of
14 this act; (2) all evaluation criteria that will be utilized for the eval-
15 uation of proposals, together with a statement that evaluations
16 shall be based solely on the criteria set forth in the request for pro-
17 posals; (3) all items or categories of information which must be
18 included in each development proposal, and a format for submit-
19 ting such information; and (4) those terms and conditions of the
20 land disposition agreement which are not subject to negotiation,
21 including, without limitation, all covenants, easements, reserva-
22 tions and restrictions of the conveyance of said property to the
23 Taunton Development Corporation established pursuant to section
24 three of this act: provided, however, that the agreement shall
25 incorporate by reference the development proposal submitted by
26 the selected developer and provided further that the land disposi-
27 tion agreement shall include remedies on behalf of the city and the
28 corporation in the event the developer fails to fulfill its obligations
29 as set forth in the land disposition agreement.

30 Taking into consideration the proposed price and the evalua-
31 tions based on the criteria set forth in the request for proposals,
32 the mayor and the president shall determine the responsible and
33 responsive developer submitting the most advantageous proposal.
34 The mayor and the president may reject any and all proposals if
35 they determine that rejection is in the best interests of the city. The
36 mayor and president shall retain for a period of one year all pro-

37 posals relating to the rental or sale and make them available for
38 public inspection. No agreement for the rental or sale of the prop-
39 erty shall be valid unless such agreement contains the following
40 declaration, signed by the mayor and president:

41 The undersigned certify under the penalties of perjury that we
42 have fully complied with the requirements of section two of
43 chapter _____ of the Acts of 1996 in connection with the prop-
44 erty described herein.

45 _____
Mayor, City of Taunton Date

46 _____
President, Taunton Development Corporation

47 _____
Date

1 SECTION 3. Prior to the sale of property described in sec-
2 tion seven, the commissioner of the division of capital planning
3 and operations shall work in consultation with the commissioner
4 of mental retardation to determine what terms and conditions and
5 covenants, easements, reservations and restrictions shall be pre-
6 scribed as part of any disposition of said property and the validity
7 of any deed or any rental agreement, if any, executed by or on
8 behalf of the commonwealth by said commissioner. Such provi-
9 sions shall include, but not be limited to, such matters as proper
10 control of the industrial park traffic and noise and environmental
11 impact on the Dever State School, reservation of easements on
12 said property for water, power, sewer, and other utilities and
13 access for the Dever State School, implementation of proper pro-
14 tections for the Dever State School's present water and sewer and
15 other utility systems, the creation of an appropriate physical bar-
16 rier between the Taunton Industrial Park and the Dever State
17 School to ensure the privacy and safety of employees and resi-
18 dents thereof and to preserve the ambiance of the Dever State
19 School.

1 SECTION 4. The purchase price paid pursuant to section one
2 shall be deposited in the General Fund of the commonwealth.

1 SECTION 5. The commissioner shall, thirty days before the
2 execution of any agreement authorized by this act, or any subse-

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

1 SECTION 6. From and after any transfer of the property
2 described in section seven 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. The parcels referred to in section one are
2 described as follows:

3 PARCEL 1.

4 Beginning at a point, said point being the intersection of the
5 westerly sideline of Fremont Street with the easterly line of land
6 now or formerly of the Taunton Municipal Lighting Plant, former-
7 ly being the easterly sideline of the Penn Central Railroad
8 right of way;

9 Thence N 34°-48'-28" W, 3710 feet more or less to a point;

10 Thence N 81°-01'-32" E, 9.17 feet to a point;

11 Thence N 34°-48'-28" W, 216.34 feet to land of the Taunton
12 Development Corporation;

13 The last three courses being by said easterly line of land now or
14 formerly of the Taunton Municipal Lighting Plant and the westerly
15 line of land now or formerly of the Commonwealth of
16 Massachusetts.

17 Thence N31°-09'-18' E, 1076.65 feet by land of the Taunton
18 Development Corporation to a point;

19 Thence N 74°-24'-00" E, 300 feet more or less to a point;

20 Thence S 28°-32'-58" E, 1315 feet more or less, to a point
21 5 Feet westerly of the westerly edge of a roadway surface;

22 Thence in a general southerly direction, along a line parallel to
23 and 5 feet westerly of the westerly edge of a roadway surface,
24 335 feet more or less to a point;

25 Thence S 55°-11'-32" W, to a point being 800 feet easterly of
26 and perpendicular to the easterly line of said land now or formerly
27 of the Taunton Municipal Lighting Plant and easterly sideline of
28 said former railroad right-of-way;

29 Thence S 34°-48'-28" E, along a line being parallel to and
30 800 feet easterly of the easterly line of said land now or formerly
31 of the Taunton Municipal Lighting Plant and easterly sideline of
32 said former railroad right-of-way, to a point along the westerly
33 sideline of said Fremont Street;

34 Thence southerly along the westerly sideline of said Fremont
35 Street to its intersection with the easterly line of said land now or
36 formerly of the Taunton Municipal Lighting Plant and easterly
37 sideline of said former railroad right-of-way to the point of begin-
38 ning.

39 Containing 82 acres more or less.

40 PARCEL 2.

41 Beginning at a point, said point being on the easterly side of a
42 217.9 acre parcel described in section one of chapter three hun-
43 dred and fifty-one of the acts of nineteen hundred and ninety-
44 three, said point also being S 24°-03'-45" E, 142.48 feet from the
45 northernmost corner of parcel:

46 Thence S 47°-31'-35" E, 51.23 feet to a point;

47 Thence along a curve, as it deflects to the right, having a radius
48 of 455.00 feet, an arc length of 418.63 feet to a point on the east-
49 erly side of said 217.9 acre parcel;

50 The last two courses being by land now or formerly of the com-
51 monwealth of Massachusetts;

52 Thence N 24°-03'-45" W, 450.50 feet by said 217.9 acre parcel
53 to the point of beginning.

54 Containing 17,474 square feet more or less.

1 SECTION 8. In the event that the property described in section
2 seven is not used for the purposes described in section one within
3 three years of the effective date of section one, or if the use for the
4 aforementioned purpose ceases at any time, the property shall
5 revert to the commonwealth.

1 SECTION 9. Section one shall take effect as of March 1, 1996.

