

# SENATE NO. 53

## **AN ACT** AUTHORIZING THE DEVELOPMENT OF A REGIONAL EDUCATION, TRAINING AND SKILLS CENTER 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 capital asset management and maintenance may, subject to  
2 sections 40E to 40G, inclusive, and section 40J of chapter 7 of the General Laws, sell and  
3 convey by deed a certain parcel of land located in the city of Taunton to the Taunton  
4 Development Corporation for the development of a regional education, training and skills  
5 alliance center and for municipal industrial development purposes, in accordance with and  
6 subject to all terms, conditions, covenants, easements, reservations and restrictions established  
7 in this act or otherwise deemed appropriate by the commissioner. The parcel is described in  
8 section 7.

9 The purchase price payable by the Taunton Development Corporation for the parcel shall be the  
10 full and fair market value of the property less any environmental clean up costs and demolition  
11 costs of existing uninhabitable buildings located upon the parcel as of the time of conveyance to

12 the Taunton Development Corporation, as determined by the commissioner of capital asset  
13 management and maintenance based on an independent appraisal. In no event shall the  
14 purchase price payable by the Taunton Development Corporation for the parcel be less than one  
15 dollar. The inspector general shall review and approve the appraisal and the review shall include  
16 a review of the methodology utilized for the appraisal. The inspector general shall prepare a  
17 report of his review and file the report with the commissioner for submission to the house and  
18 senate committees on ways and means and the house and senate chairmen of the joint  
19 committee on state administration in accordance with section 5. The Taunton Development  
20 Corporation shall pay the purchase price in full at the time of the conveyance and shall pay all  
21 costs associated with the transaction, including, without limitation the costs for the survey, the  
22 appraisals and the preparation of the deed.

23 SECTION 2. If the commissioner of capital asset management and maintenance determines to  
24 sell the property described in section 7 to the Taunton Development Corporation, the  
25 commissioner shall not be required to comply with of section 40H of chapter 7 of the General  
26 Laws, but the purchase price and other terms and conditions of the sale shall comply with  
27 section 1 and all other requirements of this act applicable thereto.

28 SECTION 3. Before the sale of property described in section 1, the commissioner of capital  
29 asset management and maintenance shall work, in consultation with the commissioner of mental  
30 retardation, to determine what terms, conditions, covenants, easements, reservations or  
31 restrictions shall be prescribed as part of any disposition of the property. The provisions shall  
32 include, but not be limited to: proper control of the center's traffic and noise and environmental  
33 impact on the remaining residential group homes of the department of mental retardation;

34 reservation of easements on the property for water, power, sewer and other utilities and access  
35 for the residential group homes; implementation of proper protections for the residential group  
36 homes; present water, sewer and other utility systems; and the creation of an appropriate  
37 physical barrier between the Taunton Industrial Park and the residential group homes to ensure  
38 the privacy and safety of employees and residents thereof.

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

41 SECTION 5. The commissioner of capital asset management and maintenance shall, 30 days  
42 before the execution of any agreement authorized by this act, or any subsequent amendment  
43 thereto, submit the agreement or amendment and a report thereon to the inspector general for his  
44 review and comment. The inspector general shall issue his review and comment within 15 days  
45 of receipt of any agreement or amendment. The commissioner shall submit the agreement and  
46 any subsequent amendments thereto, the reports, and the comments of the inspector general, if  
47 any, to the house and senate committees on ways and means and the house and senate chairmen  
48 of the joint committee on state administration at least 15 days before execution.

49 SECTION 6. After any transfer of the property described in section 7 to the Taunton  
50 Development Corporation, its use shall be subject to any and all covenants, easements,  
51 reservations and restrictions established in this act.

52 SECTION 7. The parcel referred to in section 1 shall be only so much of the remaining Dever  
53 State School core campus property as is not designated to be retained for use by the  
54 commissioner of mental retardation by documents on file with said department, which core

55 campus is described in a Plan of Land dated July 18, 2000 prepared for the Taunton  
56 Development Corporation, project No. 10052.513, on file in the clerk's office of the city of  
57 Taunton as revised or amended and in effect at the time of the conveyance authorized in section  
58 1. The commissioner of capital asset management and maintenance shall determine, subject to  
59 prior determination by the commissioner of mental retardation, the exact boundaries of the  
60 parcel after completion of a survey prepared by, and at the expense of the Taunton Development  
61 Corporation.

62 SECTION 8. If the property described in section 7 is not used for a regional education, training  
63 and skills alliance center and for municipal industrial purposes within 5 years of the effective  
64 date of this act, if the use for such purposes is abandoned at any time for a continuous period of  
65 at least 6 months, or if any other use is undertaken on the property at any time, the property  
66 shall revert to the commonwealth upon notice by the commissioner of capital asset management  
67 and maintenance.

68 SECTION 9. There shall be established an education and training collaborative, the mission of  
69 which shall be to develop, in conjunction with the Taunton Development Corporation, the  
70 regional education, training and skills alliance center. The collaborative shall be managed by a  
71 board of directors which shall consist of 9 members as follows: the president of Bridgewater  
72 State College, the Chancellor of the University of Massachusetts at Dartmouth, the presidents  
73 of Massasoit Community College, Cape Cod Community College and Bristol Community  
74 College, or their respective designees; the commissioner of mental retardation, or his designee;  
75 president of the Massachusetts Federation of Teachers, or his designee; president of the  
76 Massachusetts Teachers Association, or his designee and the President of the Massachusetts

77 AFL-CIO or his designee; providing further however, the board of directors may increase the  
78 number of the members of the board to include the presidents of the Higher Education  
79 Institutions in Southeastern Massachusetts, or their designees, by vote of the board. Members  
80 of the board of directors may vote according to the terms of the education collaborative  
81 agreement; provided, however, that the land and property management of the center shall be the  
82 responsibility of the Taunton Development Corporation.

83 The written agreement which shall form the basis of the education collaborative shall set forth  
84 the purposes of the program or service, the financial terms and conditions of membership of the  
85 education collaborative, the powers and duties of the board of directors to operate and manage  
86 the education collaborative and any other matter not incompatible with law which the members  
87 deem advisable. The agreement shall be subject to the approval of the members.

88 The board of directors of the education collaborative may establish and manage trust funds  
89 which shall be designated by an appropriate name. All monies contributed by the members and  
90 all grants or gifts from the federal government, state government, charitable foundations, private  
91 corporations or any other source shall be paid to the board of directors of the education  
92 collaborative and deposited in the funds.

93 The board of directors of the education collaborative shall appoint a treasurer. The treasurer  
94 may, subject to the direction of the board of directors of the education collaborative, receive and  
95 disburse all monies of the trust funds without further appropriation. The treasurer shall give  
96 bond annually for the faithful performance of his duties in a form approved by the department  
97 of revenue and in such sum, not less than the amount established by said department, as shall be  
98 fixed by the board of directors. The board of directors may, in its discretion, compensate the

99 treasurer for his services. No member of the board of directors shall be eligible to serve as  
100 treasurer of the collaborative.

101 The treasurer of the collaborative may make appropriate investments of the monies of the trust  
102 funds consistent with section 54 of chapter 44 of the General Laws.

103 The board of directors of the educational collaborative may borrow money, enter into long-term  
104 or short-term loan agreements or mortgages and apply for state, federal or corporate grants or  
105 contracts to obtain funds necessary to carry out the purposes for which the collaborative is  
106 established; provided, however, that the board of directors shall have first determined that any  
107 such borrowing, loan or mortgage is cost-effective and in the best interests of the collaborative  
108 and its members. Any such borrowing, loans or mortgages shall be consistent with the written  
109 agreement and articles of incorporation, if any, of the educational collaborative and shall be  
110 consistent with standard lending practices.

111 The board of directors of the education collaborative may employ an executive officer who  
112 shall serve under the general direction of the board and shall be responsible for the care and  
113 supervision of the education collaborative.

114 The board of directors of the education collaborative shall be deemed to be a public employer  
115 and may employ personnel, including teachers, to carry out the purposes and functions of the  
116 education collaborative. Employees of the collaborative shall be considered employees of the  
117 commonwealth for purposes of chapter 32 of the General Laws. No person shall be eligible for  
118 employment by the board of directors as an instructor of children with severe special needs,  
119 teacher of children with special needs, teacher, guidance counselor or school psychologist

120 unless such person has been granted a certificate by the board of education under section 38G of  
121 chapter 71 of the General Laws or section 6 of chapter 71A of the General Laws or an approval  
122 under the regulations promulgated by the board of education under chapter 71B or chapter 74 of  
123 the General Laws with respect to the type of position for which he seeks employment; provided,  
124 however, that nothing herein shall be construed to prevent the board of directors of the  
125 education collaborative from prescribing additional qualifications. The board of directors may,  
126 upon its request, be exempted by the board of education for any 1 school year from the  
127 requirements of this section to employ certified or approved personnel when compliance  
128 therewith would, in the opinion of the board, constitute a great hardship.

129 The education collaborative shall be deemed to be a public entity and may sue and be sued to  
130 the same extent as a city, town or regional school district. The education collaborative, acting  
131 through its board of directors, may enter into contracts for the purchase of supplies, materials  
132 and services, and for the purchase or leasing of land, buildings and equipment as deemed  
133 necessary by the board of directors.

134 SECTION 10. The education and training collaborative shall file an annual report with  
135 the house and senate committees on ways and means, the executive office for administration  
136 and finance, and the executive office of health and human services by July 1 of each year  
137 concerning the progress of the Taunton Development Corporation in development of the  
138 property, relations with residents and employees of the remaining residential group homes and  
139 programs of the regional education, training and skills alliance center.

140 Section 11. The commissioner of capital asset management and maintenance shall transfer  
141 care and custody of a certain parcel of land of the commonwealth to the department of mental

142 retardation which is a portion of a parcel previously transferred to the department of  
143 environmental management , now known as the department of conservation and recreation,  
144 under section 11 of chapter 395 of the acts of 2002. The parcel to be transferred contains  
145 department of mental retardation house number 42, a program house of the former Dever state  
146 school center, and certain immediate surrounding land that shall be used to create an appropriate  
147 buffer to the home from the surrounding department of conservation and recreation land. The  
148 exact boundaries of the parcel to be transferred shall be determined by the division of capital  
149 asset management and maintenance in consultation with the department of conservation and  
150 recreation and the department of mental retardation. Transfer of the parcel shall be without  
151 consideration and shall not be subject to chapter 7 of the General Laws. The conditions set  
152 forth in section 11 of chapter 395 of the acts of 2002 shall remain in effect, as applicable.

153 Section 12 If, at any time, the parcel to be transferred hereunder ceases to be used as a  
154 department of mental retardation program house as described in section 11, care and custody of  
155 the parcel shall revert to the department of conservation and recreation.

156 Section 13.. The commissioner of capital asset management and maintenance, acting in  
157 consultation with the commissioner of the department of mental retardation, may,  
158 notwithstanding section 40E to section 40I, inclusive, of chapter 7 of the General Laws and any  
159 other general or special law or rule or regulation to the contrary, convey by deed to the Taunton  
160 housing authority a certain parcel of property of commonwealth land located in the city of  
161 Taunton containing approximately 9.5± acres and shown on a plan entitled “Relocated Client  
162 Residences, Taunton Housing Authority, Paul A. Dever State School, Taunton, Massachusetts,  
163 Preliminary Site Layout “ prepared by Field Engineering Co., Inc., dated October 6, 2005, on  
164 file with the division of capital asset management and maintenance. The exact boundaries and  
165 acreage of said parcel shall be determined by the commissioner of the division of capital asset  
166 management and maintenance based upon a survey.

167

168 The use of the parcel shall be restricted to the development of affordable housing for persons  
169 eligible for services of the department of mental retardation. The deed or other instrument  
170 conveying the parcel to the Taunton Housing Authority and any subsequent deed or deeds of all  
171 or a portion of the parcel shall, without limitation, provide that if the parcel ceases to be used for  
172 said purpose, title to the parcel or to the portions of the parcel that are used in violation shall, at  
173 the election of the commonwealth, revert to the commonwealth.

174

175 The consideration for the conveyance of said parcel shall be the full and fair market value of the  
176 property, taking into consideration the intended use of the land for affordable housing for  
177 persons eligible for services of the department of mental retardation as determined by the  
178 commissioner of capital asset management and maintenance and subject to such other  
179 conditions and restrictions as the commissioner of the division of capital asset management and  
180 maintenance, in consultation with the commissioner of the department of mental retardation,  
181 shall establish, as determined by the commissioner of the division.

182

183 The Taunton Development Corporation shall pay for all expenses associated with any land  
184 survey, appraisal, title examinations, recording fees and any other expenses relating to the  
185 conveyance of the parcel to the Taunton Housing Authority.

186

187 The parcel shall be conveyed by release deed in its existing condition without warranties or  
188 representations by the commonwealth.