

HOUSE No. 3070

The Commonwealth of Massachusetts

PRESENTED BY:

Meghan Kilcoyne and John J. Cronin

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 Division of Capital Asset Management and Maintenance to convey certain land in the town of Lancaster to Robert F. Kennedy Community Alliance, Inc..

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Meghan Kilcoyne</i>	<i>12th Worcester</i>	<i>1/19/2023</i>
<i>John J. Cronin</i>	<i>Worcester and Middlesex</i>	<i>1/19/2023</i>

HOUSE No. 3070

By Representative Kilcoyne of Clinton and Senator Cronin, a joint petition (accompanied by bill, House, No. 3070) of Meghan Kilcoyne and John J. Cronin that the commissioner of the Division of Capital Asset Management and Maintenance be authorized to convey certain land in the town of Lancaster to Robert F. Kennedy Community Alliance, Inc.. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Third General Court
(2023-2024)**

An Act authorizing the Division of Capital Asset Management and Maintenance to convey certain land in the town of Lancaster to Robert F. Kennedy Community Alliance, Inc..

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to forthwith authorize the transfer of a certain parcel of land in the town of Lancaster to Robert F. Kennedy Community Alliance, Inc., therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Chapter 185 of the acts of 2000 is hereby amended by inserting after section 5 the
2 following 2 sections:-

3 SECTION 5A. (a) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the
4 General Laws or any other general or special law to the contrary, the commissioner of capital
5 asset management and maintenance shall convey a certain parcel of land, originally leased to
6 Robert F. Kennedy Children’s Action Corps, Inc. pursuant to section 1, in the town of Lancaster,
7 containing approximately 25 acres and is a portion of the property described in deeds recorded in
8 the Worcester registry of deeds in: (i) book 639, page 254, (ii) book 639, page 255, (iii) book

9 549, page 192, (iv) book 549, page 194 and (v) book 2642, page 4852, to said Robert F. Kennedy
10 Children’s Action Corps, Inc. or its successor. The parcel is more particularly described in
11 section 1 and is shown as “Robert F. Kennedy Children’s Action Corps Lease Area” on a plan
12 entitled, “Lancaster Complex” prepared by Design Professionals, Inc. and dated November 2,
13 2018, which plan is on file with the department of capital asset management and maintenance.
14 The final boundaries of the parcel may be determined by the commissioner of capital asset
15 management and maintenance.

16 The parcel being conveyed shall be used by Robert F. Kennedy Community Alliance,
17 Inc. and its successors and assigns to: (1) care for the children entrusted to it by the
18 commonwealth, (2) support and enhance its mission of promoting meaningful and sustained
19 well-being for children, youth, and adults facing educational, developmental, mental health or
20 other challenges, and (3) care for the land. The parcel shall be conveyed by deed without
21 warranties or representations by the commonwealth. The conveyance shall be subject to such
22 additional conditions and restrictions as the commissioner of capital asset management and
23 maintenance may determine.

24 (b) The deed or other instrument conveying the parcel to Robert F. Kennedy Community
25 Alliance, Inc. or its successor shall provide that the parcel shall be used for the purposes in
26 subsection (a) and shall include a reversionary clause that stipulates that if the parcel ceases at
27 any time to be used for the said purposes of subsection (a) by Robert F. Kennedy Community
28 Alliance, Inc. and its successors and assigns, title to the parcel shall, at the election of the
29 commonwealth, revert to the commonwealth. If any interest reverts to the commonwealth, any
30 further disposition shall be subject to sections 34 to 37, inclusive, of chapter 7C of the General

31 Laws and the prior approval of the general court. The reversionary clause shall be enforceable
32 notwithstanding the time limit set forth in section 7 of chapter 184A of the General Laws.

33 (c) The consideration for the conveyance of the parcel pursuant to this section shall be
34 nominal consideration.

35 (d) Notwithstanding any general or special law to the contrary, Robert F. Kennedy
36 Community Alliance, Inc. or its successor shall be responsible for all costs and expenses of any
37 transaction authorized by this section as determined by the commissioner of capital asset
38 management and maintenance including, but not limited to, the costs of any engineering,
39 surveys, appraisals, title examinations, recording fees and deed preparation related to the
40 conveyance of the parcel. Robert F. Kennedy Community Alliance, Inc. or its successor shall
41 acquire the property thereon in its present condition. Upon the recording of the deed conveying
42 the parcel to Robert F. Kennedy Community Alliance, Inc., Robert F. Kennedy Community
43 Alliance, Inc. and its successors and assigns shall be responsible for all costs, liabilities and
44 expenses for its ownership.

45 (e) Notwithstanding any general or special law to the contrary, Robert F. Kennedy
46 Community Alliance, Inc. and its successors and assigns shall be responsible for all costs,
47 liabilities and expenses for as a result of events occurring after the execution of the lease
48 authorized in section 1 and notice recorded in the Worcester registry of deeds in book 36672,
49 page 50, including, but not limited to, any environmental remediation necessary, and the
50 obligation of the Robert F. Kennedy Community Alliance, Inc. to indemnify the commonwealth
51 for certain environmental damages pursuant to section 8.3 of article 8 of said lease shall survive
52 the termination of said lease. No agreement for the sale, transfer or other disposition of the

53 property and no deed executed by or on behalf of the commonwealth, shall be valid unless the
54 agreement or deed contains a restatement of the first sentence of this subsection.

55 SECTION 5B. The lease authorized by section 1 shall terminate upon acceptance of the
56 deed or other instrument conveying the parcel to Robert F. Kennedy Community Alliance, Inc.
57 or its successor by said Robert F. Kennedy Community Alliance, Inc. or its successor.