

HOUSE No. 4795

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, June 26, 2024.

The committee on House Ways and Means to whom was referred the Bill 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. (House, No. 3070), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 4795).

For the committee,

AARON MICHLEWITZ.

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**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 SECTION 1. (a) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the
2 General Laws or any other general or special law to the contrary, the commissioner of capital
3 asset management and maintenance may convey to Robert F. Kennedy Community Alliance,
4 Inc. or its successor a certain parcel of land described in section 1 of chapter 185 of the acts of
5 2000, originally leased to Robert F. Kennedy Children’s Action Corps, Inc. pursuant to said
6 chapter 185, in the town of Lancaster, containing approximately 25 acres and is a portion of the
7 property described in deeds recorded in the Worcester registry of deeds in: (i) book 639, page
8 254; (ii) book 639, page 255; (iii) book 549, page 192; (iv) book 549, page 194; and (v) book
9 2642, page 485. The parcel is shown as “Robert F. Kennedy Children’s Action Corps Lease
10 Area” on a plan of land entitled, “Lancaster Complex South Bolton & Old Common Roads

11 Lancaster & Bolton, Massachusetts” prepared by Design Professionals, Inc. and dated November
12 2, 2018, and is on file with the department of capital asset management and maintenance. The
13 final boundaries of the parcel may be determined by the commissioner of capital asset
14 management and maintenance.

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

23 (c)(1) The deed or other instrument conveying the parcel to Robert F. Kennedy
24 Community Alliance, Inc. or its successor shall provide that the parcel shall be used for the
25 purposes in subsection (b) and shall include a reversionary clause that stipulates that if the parcel
26 ceases at any time to be used for said purposes of subsection (b) by Robert F. Kennedy
27 Community Alliance, Inc. or its successors and assigns, title to the parcel shall, at the election of
28 the commonwealth, revert to the commonwealth. If any interest reverts to the commonwealth,
29 any further disposition shall be subject to sections 34 to 37, inclusive, of chapter 7C of the
30 General Laws and the prior approval of the general court.

31 (2) Notwithstanding the time limit set forth in section 7 of chapter 184A of the General
32 Laws, any reversionary clause pursuant to paragraph (1) shall be enforceable.

33 SECTION 2. The consideration for the conveyance of the parcel described in section 1
34 shall be nominal consideration.

35 SECTION 3. (a) Notwithstanding any general or special law to the contrary, Robert F.
36 Kennedy Community Alliance, Inc. or its successor shall be responsible for all costs and
37 expenses of any transaction authorized in section 1 as determined by the commissioner of capital
38 asset 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 in its present condition. Upon the recording of the deed conveying the parcel
42 to Robert F. Kennedy Community Alliance, Inc., Robert F. Kennedy Community Alliance, Inc.
43 and its successors and assigns shall be responsible for all costs, liabilities and expenses for its
44 ownership.

45 (b) 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 as a result of events occurring after the execution of the lease authorized
48 in section 1 of chapter 185 of the acts of 2000 and recorded in the Worcester registry of deeds in
49 book 36672, page 50, including, but not limited to, any environmental remediation necessary,
50 and the obligation of the Robert F. Kennedy Community Alliance, Inc. to indemnify the
51 commonwealth for certain environmental damages pursuant to section 8.3 of article 8 of said
52 lease shall survive the termination of said lease. No agreement for the sale, transfer or other
53 disposition of the property and no deed executed by or on behalf of the commonwealth, shall be
54 valid unless the agreement or deed contains a restatement of the first sentence of this subsection.

55 SECTION 4. The lease authorized by section 1 of chapter 185 of the acts of 2000 shall
56 terminate upon acceptance of the deed or other instrument conveying the parcel to Robert F.
57 Kennedy Community Alliance, Inc. or its successor by said Robert F. Kennedy Community
58 Alliance, Inc. or its successor.