

HOUSE No. 4388

The Commonwealth of Massachusetts

PRESENTED BY:

David K. Muradian, Jr. and Michael O. Moore

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 grant certain easements in the town of Grafton to the New England Power Company.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>David K. Muradian, Jr.</i>	<i>9th Worcester</i>	<i>5/12/2016</i>
<i>Michael O. Moore</i>	<i>Second Worcester</i>	<i>5/12/2016</i>

HOUSE No. 4388

By Representative Muradian of Grafton and Senator Moore, a joint petition (subject to Joint Rule 12) of David K. Muradian, Jr. and Michael O. Moore that the commissioner of Capital Asset Management and Maintenance be authorized to grant certain easements in the town of Grafton to the New England Power Company. House Rules.

The Commonwealth of Massachusetts

**In the One Hundred and Eighty-Ninth General Court
(2015-2016)**

An Act authorizing the Division of Capital Asset Management and Maintenance to grant certain easements in the town of Grafton to the New England Power Company.

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. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General
2 Laws or any other general or special law to the contrary, the commissioner of capital asset
3 management and maintenance, in consultation with the commissioner of conservation and
4 recreation, may convey the non-exclusive perpetual right and easement over, through, across and
5 upon a strip of land located adjacent to Hovey Pond in the town of Grafton, in Worcester
6 County, which land is currently under the control of and used by the department of conservation
7 and recreation for conservation and recreation purposes, to New England Power Company, a
8 Massachusetts corporation, its successors and assigns, solely for the purpose to construct,
9 reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission
10 and distribution of high and low voltage electric energy and for the transmission of intelligence
11 in connection with electric and gas utility purposes only, by any means, whether now existing or

12 hereafter devised, lines of aerial wires and cables strung from towers or poles located on adjacent
13 land and/or, in a location to be mutually agreed upon by Grantor and Grantee in the future in
14 each party's discretion, a pole located within the strip of land (any of which may be erected
15 and/or constructed at the same or different times), together with all above-ground equipment or
16 appurtenances reasonably required and, in locations to be mutually agreed upon by Grantor and
17 Grantee in each party's discretion, any guy wires, foundations, anchors, antennae, braces, fittings
18 and any other ground level or below ground equipment or appurtenances reasonably required
19 and, for access purposes, any temporary swamp matting as may be necessary for the convenient
20 construction, reconstruction, installation, repair, replacement, maintenance, operation, use,
21 inspection and patrolling of the same, together with the right and easement to clear and keep
22 cleared by physical, chemical or other means said strip of land of trees, underbrush and above
23 and below ground buildings or structures (the first clearing may be for less than the full width
24 and may be widened from time to time to the full width); the right and easement at any time and
25 at all times to renew, replace, remove, add to, modify and otherwise change the aerial lines and
26 the locations thereof within the strip, and, as mutually agreed by Grantor and Grantee in each
27 party's discretion, the location of the pole within the strip; the perpetual right and easement to
28 pass and repass on foot and with vehicles and equipment over the strip; and the right and
29 easement to change the grade of the strip in order to maintain adequate clearances to the lines but
30 only as is reasonable, necessary and proper in connection with the exercise of the foregoing
31 rights and easements, subject to the provisions of sections 3 and 4 and to such reasonable
32 additional terms and conditions consistent with this act as the commissioner of capital asset
33 management and maintenance, in consultation with the commissioner of conservation and
34 recreation, may prescribe. The land is more particularly described as the land conveyed in that

35 certain deed from The Linen Thread Co., Inc. to the commonwealth, dated July 16, 1941,
36 recorded in the Worcester County registry of deeds in book 2823, page 379. The permanent
37 easement to be granted shall apply to approximately 0.29 acres of land in the aggregate, more or
38 less, and is shown as “NGT 6A 60’ WIDE EASEMENT 12,440 ± S.F.” on a plan entitled
39 “EASEMENT PLAN OF LAND #NGT 6A LINE X24/E157 GRAFTON, MA(WORCESTER
40 COUNTY)” prepared by Beals & Thomas and dated March 31, 2015, which is on file with the
41 department of conservation and recreation. Modifications to the easement descriptions set forth
42 in the plan may be made in order to conform to the requirements of a decision by the department
43 of public utilities prior to any conveyance to carry out this act. The plan shall be recorded with
44 the easement in the Worcester South District registry of deeds.

45 SECTION 2. The fair market value of the easement described in section 1 shall be based
46 on independent professional appraisal, as commissioned by the commissioner of capital asset
47 management and maintenance. New England Power Company shall compensate the
48 commonwealth in an amount greater than or equal to the full and fair market value, or the value
49 in use of the easements as proposed, whichever is greater, as determined by the independent
50 appraisal. New England Power Company shall assume all costs associated with any engineering,
51 surveys, appraisals, deed preparation and other expenses deemed necessary by the commissioner
52 of capital asset management and maintenance to execute the conveyances authorized by this act.
53 The commissioner of capital asset management and maintenance shall submit the appraisals and
54 a report thereon to the inspector general for review and comment. Notwithstanding any general
55 or special law to the contrary, the inspector general shall review and approve the appraisal or
56 appraisals, and the review shall include an examination of the methodology used for the
57 appraisal or appraisals. The inspector general shall prepare a report of his review and file the

58 report with the commissioner of capital asset management and maintenance, the house and
59 senate committees on ways and means and the joint committee on bonding, capital expenditures
60 and state assets. The commissioner of capital asset management and maintenance shall, 30 days
61 before the execution of a conveyance authorized by this act, or a subsequent amendment thereto,
62 submit the proposed conveyance or amendment and a report thereon to the inspector general for
63 his review and comment. The inspector general shall issue his review and comment within 15
64 days after receipt of the proposed conveyance or amendment. The commissioner shall submit the
65 proposed conveyance or amendment, and the reports and the comments of the inspector general,
66 if any, to the house and senate committees on ways and means and the joint committee on
67 bonding, capital expenditures and state assets at least 15 days before the execution of the
68 conveyance or amendment.

69 SECTION 3. Notwithstanding any general or special law to the contrary, on the effective
70 date of this act, the department of conservation and recreation may grant a temporary license, not
71 to exceed 5 years, at a nominal amount to New England Power Company in order to provide
72 New England Power Company with immediate and complete access to, control of and liability
73 and responsibility for the property described in section 1 shall for the purposes of this act until
74 the conveyances authorized by this act take effect.

75 SECTION 4. No instrument conveying by or on behalf of the commonwealth any
76 easement described in section 1 shall be valid unless such instrument provides that the easements
77 shall be used solely for the purposes described in this act.

78 SECTION 5. To ensure a no-net-loss of lands protected for natural resource purposes
79 and as a condition of the conveyance authorized in section 1, New England Power Company

80 shall, in addition to any compensation from New England Power Company to the commonwealth
81 required pursuant to section 2, compensate the commonwealth for the easements described in
82 this act through the funding for the acquisition of land or an interest therein equal to or greater
83 than the appraised value of the easements as determined pursuant to this act or \$2,500,
84 whichever is greater. The funding shall be acceptable to the department of conservation and
85 recreation and any land or interest therein acquired by the department with such funding shall be
86 permanently held and managed for conservation and recreation purposes by the department. All
87 payments paid to the commonwealth as a result of this section shall be deposited in the
88 Conservation Trust established in section 1 of chapter 132A of the General Laws.