

**HOUSE . . . . . No. 4388**

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**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:
<i>David K. Muradian, Jr.</i>	<i>9th Worcester</i>
<i>Michael O. Moore</i>	<i>Second Worcester</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.