

HOUSE No. 4862

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, July 31, 2018.

The committee on Ways and Means, to whom was referred the Senate Bill relative to an easement plan for the Milton Inline Inspection Project (Senate, No. 2369), reports recommending that the same ought to pass with an amendment striking all after the enacting clause and inserting in place thereof the text contained in House document numbered 4862.

For the committee,

JEFFREY SÁNCHEZ.

HOUSE No. 4862

Text of an amendment, recommended by the committee on Ways and Means, to the Senate Bill relative to an easement plan for the Milton Inline Inspection Project (Senate, No. 2369). July 31, 2018.

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**In the One Hundred and Ninetieth General Court
(2017-2018)**

By striking out all after the enacting clause and inserting in place thereof the following:—

1 SECTION 1. (a) Notwithstanding section 34 of chapter 7C of the General Laws or any
2 other general or special law to the contrary, the commissioner of capital asset management and
3 maintenance, in consultation with the commissioner of conservation and recreation, may grant to
4 Boston Gas Company a perpetual, permanent surface and sub-surface easement and right-of-way
5 for the purposes set forth below, as shown on the plan entitled “Proposed Right of Way, Milton
6 Inline Inspection Project, Milton, MA” (the “Easement Plan”), to be located on portions of a
7 parcel of land under the care and control of the department of conservation and recreation and
8 held for conservation and recreation purposes in the town of Milton known as the Blue Hills
9 Reservation and identified as Milton Tax Parcel ID M-10-DCR, comprised of three easement
10 areas identified as “Easement A” for surface and subsurface facilities, “Easement B” for
11 subsurface facilities and “Easement C” for surface and subsurface facilities that will be enclosed
12 by a security fence, all as shown on the Easement Plan (collectively, the “Easement Area”). The
13 easement shall be exclusive, except for that certain Permit dated June 8, 1967 granted to
14 Algonquin Gas Transmission Company, now known as Algonquin Gas Transmission, LLC, with
15 respect to Easement C and non-exclusive with respect to Easement A and Easement B.

16 Easement A is a right of way corridor being approximately 20 feet in width with the gas main
17 being the centerline and is comprised of approximately 815 square feet in the aggregate as more
18 particularly delineated on the Easement Plan. Easement B is a right of way corridor being
19 approximately 20 feet in width with the gas main being the centerline and is comprised of
20 approximately 2,220 square feet in the aggregate as more particularly delineated on the Easement
21 Plan. Easement C is an approximately 31 feet by 78 feet area, comprised of approximately 2,418
22 square feet in the aggregate, enclosed by a security fence located 5 feet from the easement
23 boundaries as more particularly delineated on the Easement Plan. The easement shall grant the
24 right to install, construct, reconstruct, repair, replace, relocate, add to, operate and maintain
25 underground and aboveground gas systems, including but not limited to gas mains, gas service
26 lines and pipes, and pigging launching and receiving stations, together with all necessary
27 appurtenances and accessories thereto (the "Gas Facilities"), as Boston Gas may now and from
28 time-to-time deem necessary, together with the perpetual right and easement to pass and repass
29 on foot and with vehicles and equipment within and along the Easement Area and to access the
30 Easement Area as reasonably required over the adjoining lands of the grantor to and from the
31 "Dirt Access Road" located on the abutting property owned by Boston Gas and identified as
32 Town of Milton Assessor Map I, Block 38, Lot 5, as shown on the Easement Plan; the perpetual
33 right and easement to clear and keep cleared the Easement Area of land of trees, underbrush and
34 above and below ground buildings or structures; the perpetual right and easement at any time and
35 at all times to renew, replace, remove, add to, modify and otherwise change the Gas Facilities
36 and the locations thereof within the Easement Area; and the perpetual right and easement to
37 change the grade of the Easement Area but only as is reasonable, necessary and proper in

38 connection with the exercise of the foregoing rights and easements, subject to the provisions of
39 sections 3 and 4 below.

40 (b) The exact boundaries of the easement are as shown on the Easement Plan, which shall
41 be recorded with the Norfolk County Registry of Deeds. The easement shall be subject to such
42 additional terms and conditions as the commissioner of capital asset management and
43 maintenance, in consultation with the commissioner of conservation and recreation, may
44 prescribe, to ensure that environmental impacts associated with the use of the parcels are
45 addressed and that the conveyance results in a net benefit to the park system. The easement shall
46 contain a restriction that the easement shall only be used for the purpose of installing,
47 constructing, reconstructing, repairing, replacing, adding to, operating and maintaining the Gas
48 Facilities described above.

49 SECTION 2. The consideration for the easement shall be the full and fair market value or
50 the value in use, whichever is greater, of the easement as determined by the commissioner of
51 capital asset management and maintenance pursuant to an independent professional appraisal
52 contracted by the division. An appraisal for the full and fair market value and the value in use of
53 the easements shall be prepared in accordance with usual and customary professional appraisal
54 practices by a qualified appraiser commissioned by the commissioner of capital asset
55 management and maintenance. The inspector general shall review and approve the appraisals.
56 The inspector general shall prepare a report of his review of the methodology utilized for the
57 appraisal and shall file the report with the commissioner of capital asset management and
58 maintenance, the house and senate committees on ways and means and the joint committee on
59 state administration and regulatory oversight. The commissioner of capital asset management
60 and maintenance shall, 30 days before the grant of an easement authorized by this act, or a

61 subsequent amendment thereto, submit the proposed easement and a report thereon to the
62 inspector general for his review and comment. The inspector general shall issue his review and
63 comment within 15 days after receipt of the proposed easement. The commissioner shall submit
64 the proposed easement, and the reports and the comments of the inspector general, if any, to the
65 house and senate committees on ways and means and the joint committee on state administration
66 and regulatory oversight at least 15 days before the execution of the easement.

67 SECTION 3. To ensure a no-net-loss of lands protected for conservation purposes, and to
68 mitigate impacts upon parkland, in addition to the consideration due under section 2, the grant of
69 easements shall only occur if the grantee has mitigated the impact of its activities to the
70 satisfaction of the commissioner of conservation and recreation and the commissioner of capital
71 asset management and maintenance. Mitigation shall include payment of a sum equal to such
72 appraised fair market value or value in use or the sum of \$10,000, whichever is greater, for the
73 funding of the acquisition of land or an interest therein to be under the care and control of the
74 department of conservation and recreation for conservation and recreation purposes. Said
75 funding shall be acceptable to the department and shall be deposited in the Conservation Trust
76 established in section 1 of chapter 132A of the General Laws. Any land or interest therein
77 acquired by the department with such funding shall be permanently held and managed for
78 conservation and recreation purposes by the department.

79 SECTION 4. Notwithstanding any general or special law to the contrary, Boston Gas
80 Company shall be responsible for all costs and expenses including, but not limited to, actual
81 costs incurred in connection with any engineering, surveys, appraisals and easement preparation
82 related to the easement authorized in this act.