



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

April 20, 2017

City Council President Joseph P. Lopes  
Honorable Members of the City Council  
133 William Street  
New Bedford, MA 02740

Dear Council President Lopes and Honorable Members of the City Council:

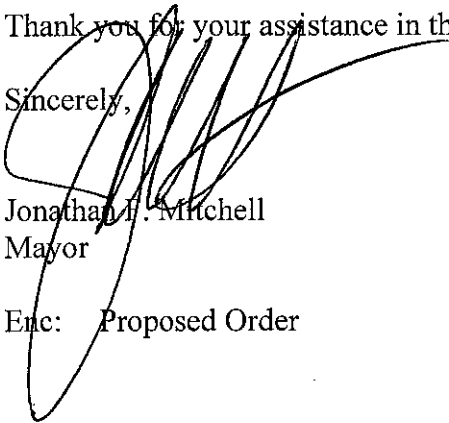
I am submitting herewith for your consideration a proposed Order granting a utility easement to Nstar Electric Company d/b/a Eversource Energy for the purpose of placement of a transformer pad and distribution of electricity over the premises 64-66 Emma Street and 33 Emery Street, New Bedford, Massachusetts, said premises constituting a portion of the property dedicated to the Irwin Jacobs Elementary School and located at Assessors Map 13, Lots 3 and 122.

The easement is necessary to locate utilities on the premises, including a transformer.

There is no consideration for this grant and no expense to the city. The utilities will service the proposed Irwin M. Jacobs Elementary School.

Thank you for your assistance in this matter.

Sincerely,

  
Jonathan F. Mitchell  
Mayor

Enc: Proposed Order

## NEW BEDFORD SCHOOL COMMITTEE

PAUL RODRIGUES ADMINISTRATION BUILDING  
455 COUNTY STREET  
NEW BEDFORD, MASSACHUSETTS 02740-5194  
(508) 997-4511 FAX (508) 997-0298



**Pia Durkin, Ph.D.**  
Superintendent of Schools  
Secretary, School Committee

**Mayor Jonathan F. Mitchell**  
Chairperson, *Ex-Officio*  
**Dr. Lawrence J. Finnerty**  
Vice-Chairperson

**Joshua Amaral**  
**Christopher A. Cotter**  
**Joaquim "Jack" B. Livramento, Jr.**  
**Joaquim "Jack" Nobrega**  
**Bruce J. Oliveira**

April 11, 2017

Mayor Jonathan F. Mitchell  
City Hall  
133 William St.  
New Bedford, MA 02740

Dear Mayor Mitchell:

At the regular meeting on Monday, April 10, 2017, the New Bedford School Committee voted unanimously to grant a utility easement to NStar Electric Company, d/b/a Eversource Energy, for the purpose of placing a transformer pad and to distribute electricity over the premises located at 64-66 Emma St. and 33 Emery St. New Bedford, Massachusetts.

The vote also included authorization to be given to the New Bedford City Council to grant such utility easement as described on the document entitled "EASEMENT" (Assessors Map 131, Lots 3 and 122).

Respectfully,

Pia Durkin  
Superintendent/Secretary to the  
New Bedford School Committee

cc: J. Lopes, City Council President  
M. McDermott, City Solicitor

**CITY OF NEW BEDFORD  
TO  
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
EASEMENT FOR ELECTRIC SERVICE**

KNOW ALL MEN BY THESE PRESENTS, that:

CITY OF NEW BEDFORD, a Municipal Corporation duly established under the laws of the Commonwealth of Massachusetts, whose address is 133 William Street, New Bedford, Massachusetts 02740,

hereinafter referred to as the Grantor, for the nominal consideration of One Dollar (\$1.00), grants to

NSTAR ELECTRIC COMPANY, d/b/a Eversource Energy a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts, its successors, assigns and licensees, hereinafter referred to as the Grantee,

with quitclaim covenants, the right and easements (as more particularly described below) for underground lines, pedestals, concrete pads, and transformers, for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcels of land owned by Grantor (the "Premises") located at 64-66 Emma Street and 33 Emery Street in New Bedford, Massachusetts.

The Premises are more particularly described in the Order of Taking filed in the Bristol County (S.D.) Registry of Deeds in Book 11481, Page 32, and are shown as Lots 3 and 122 on the City of New Bedford Assessors Map 13.

Said right and easement hereby granted is shown on a plan prepared by Farland Corp. entitled "EASMENT PLAN, EMMA STREET, Job No. 14-630," dated January 30, 2017, recorded herewith, and bounded and described as follows:

Beginning at a point in the southerly line of Emma Street at the northwest corner of the easement to be described. Said point being S 61°-57'-24" W a distance of forty-four and 74/100 (44.74') feet from the northeast corner of the school property and the northwest corner of land now or formally of V S H Realty, Inc., thence;

In line of Emma Street, N 61°-57'-24" E a distance of fourteen and 84/100 (14.84') feet to a corner, thence;

S 63°-52'-18" E a distance of ten and 69/100 (10.69') to a corner, thence;

N 61°-57'-24" E a distance of twenty and 64/100 (20.64') feet to a corner, thence;

S 28°-02'-36" E a distance of seventeen and 00/100 (17.00') feet to a corner, thence;

S 61°-57'-24" W a distance of thirty-six and 78/100 (36.78') to a corner at the school foundation wall, thence;

In line of said foundation, N 28°-00'-32" W a distance of eighteen and 80/100 (18.80') to a corner, thence;

N 63°-52'-18" W a distance of eight and 48/100 (8.48') to Emma Street and the point of beginning.

Said easement contains 755± square feet.

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) underground buried cables, wires, conduits, pipes, splice boxes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) and (b) are collectively referred to as "Equipment"), and (c) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed in locations mutually agreed upon by Grantor and Grantee, and shall initially be approximately as shown on a sketch dated June 29, 2016 which is attached hereto and incorporated herein as Exhibit A. To the extent that no location is determined in advance, the location of the easement shall be fixed by the actual installation of the Equipment, and, unless specified otherwise, shall be 15 feet in width, centered on the Equipment as installed.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an

amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits. Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantee who may conveniently be served thereby.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

IN WITNESS WHEREOF, THE CITY OF NEW BEDFORD, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JONATHAN F. MITCHELL, its Mayor, hereby duly authorized this \_\_ day of \_\_\_\_\_, 2017.

CITY OF NEW BEDFORD

\_\_\_\_\_  
JONATHAN F. MITCHELL, Mayor

Approved as to Form and Legality:

\_\_\_\_\_  
MIKAELA A. MCDERMOTT, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss \_\_\_\_\_, 2017

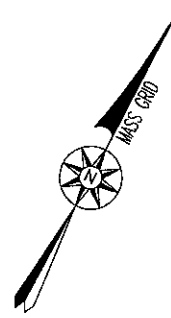
On this \_\_\_\_\_ day of 2017, before me, the undersigned notary public, personally appeared JONATHAN F. MITCHELL, Mayor of the City of New Bedford, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of New Bedford, before me.

\_\_\_\_\_  
Notary Public Signature

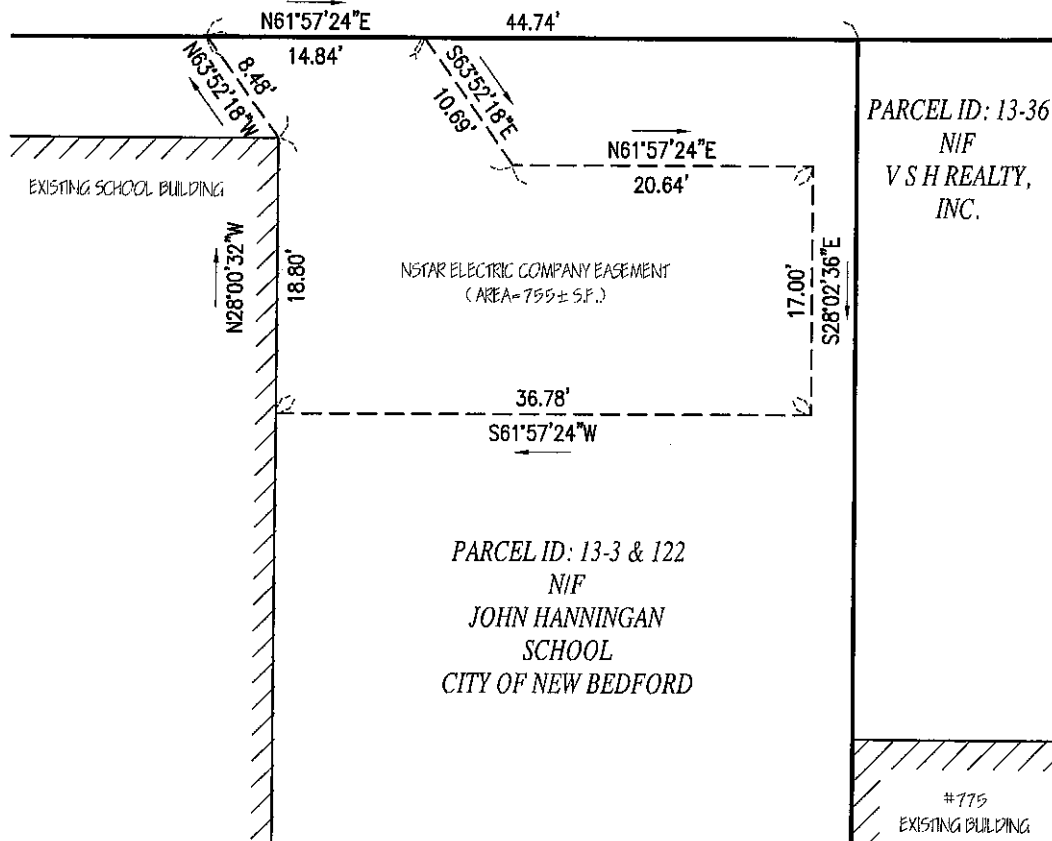
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print Notary Public Name

Mail to: NSTAR Electric Company, 180 MacArthur Drive, New Bedford, MA 02740 Attn: Donna Rosa



**EMMA ~PUBLIC - 50' WIDE~ STREET**



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**EASEMENT PLAN**

**EMMA STREET**

**ASSESSORS MAP 13 LOT 3 & 122  
NEW BEDFORD, MASSACHUSETTS**



[www.FarlandCorp.com](http://www.FarlandCorp.com)

401 COUNTY STREET  
 NEW BEDFORD, MA 02740  
 P.508.717.3479  
 OFFICES IN:  
 • TAUNTON  
 • MARLBOROUGH  
 • WARWICK, RI



**PREPARED FOR:**  
 CITY OF NEW BEDFORD  
 131 WILLIAMS STREET  
 NEW BEDFORD, MA, 02740

SCALE: 1"=10'

JANUARY 30, 2017

JOB NO: 14-630

