



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

October 28, 2020

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

Re: Easement from City of New Bedford to NSTAR Electric Company
890 Brock Avenue, New Bedford, MA

Dear Council President Lopes and Honorable Members:

I am submitting herewith for your consideration, a proposed Order authorizing the Mayor to execute an easement from the City of New Bedford to NSTAR Electric Company for an easement in city-owned property, being a portion of Assessors Map 15, Lot 154, for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue.

Very truly yours,

Jonathan F. Mitchell
Mayor

JFM/lp
enc.



CITY OF NEW BEDFORD

CITY COUNCIL

November 12, 2020

Ordered, that the Mayor is hereby authorized on behalf of the City of New Bedford to execute an easement from the City of New Bedford to NSTAR Electric Company for an easement in city-owned property, being a portion of Assessors Map 15, Lot 154, for the purpose of installing and maintaining utility services for the public safety building located at 890 Brock Avenue. A copy of said easement is attached hereto and made a part hereof

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

CITY OF NEW BEDFORD, a Municipal Corporation, 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 for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at 890 Brock Avenue in New Bedford, Massachusetts.

The Premises are more particularly described in the Deed filed in the Bristol County (S.D.) Registry of Deeds in Book 12567, Page 243.

The Premises are shown as Lot 2 on the plan prepared for "Roman Catholic Bishop of Fall River," dated January 9, 2007, prepared by Tibbets Engineering Corp., 716 County Street, Taunton, MA 02780, recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 161, Page 25.

Being shown as Lot 154 on City of New Bedford Assessors Map 15.

Easement also for future PME-9 Foundations.

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

Mail to: Eversource, 50 Duchaine Blvd., New Bedford, MA 02745 Attn: Donna Rosa

8000/1506MT, 1506MT-33
8000/1506B-SS, 1506PD

070
New Bedford

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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 sketch dated **March 16, 2020**, 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 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 reseeded) 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 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 _____, 2020

CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, Mayor

Approved as to Form and Legality:

City Solicitor

COMMONWEALTH OF MASSACHUSETTS

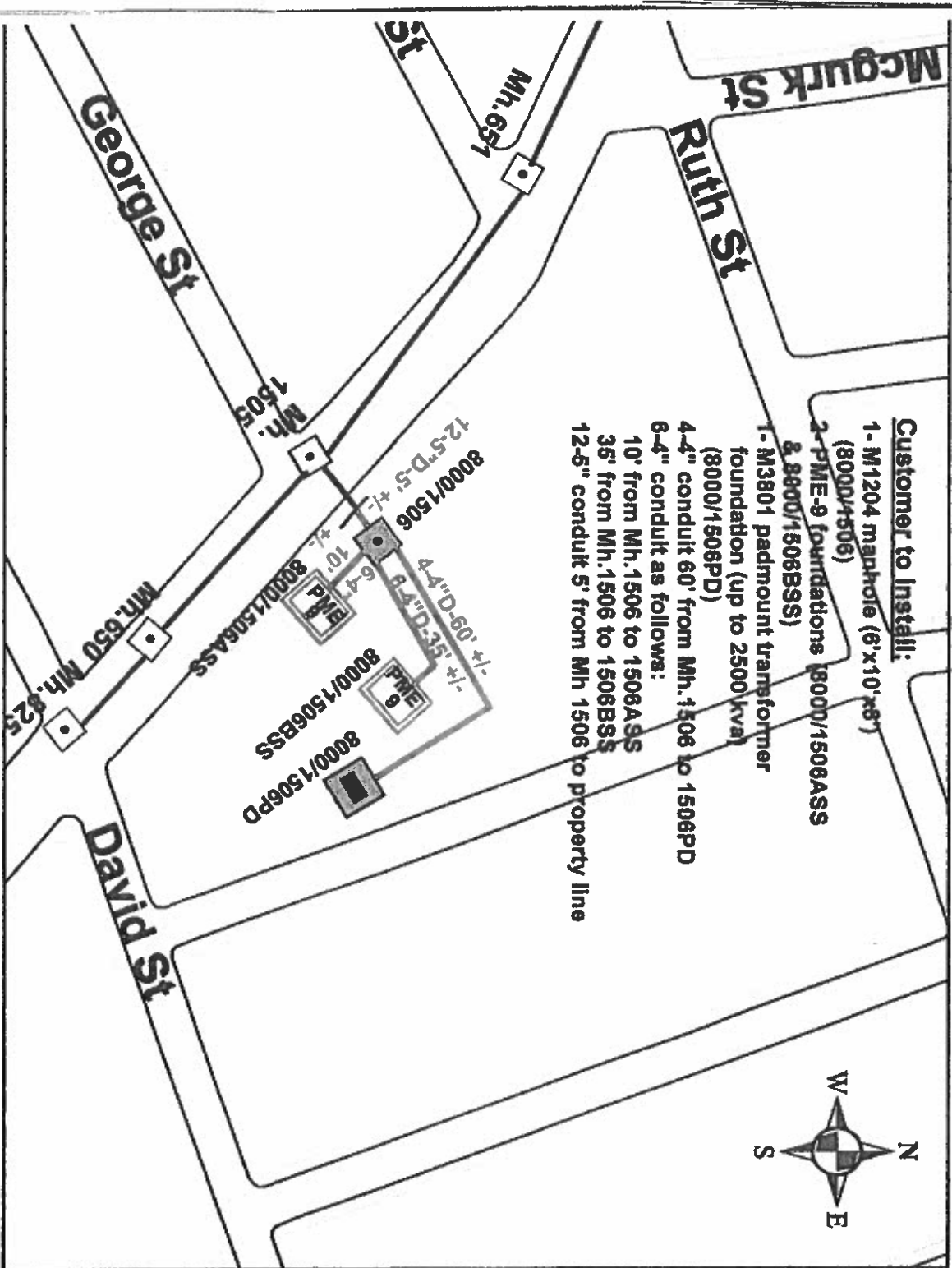
On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared JONATHAN F. MITCHELL, Mayor of the city of New Bedford, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged 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: _____

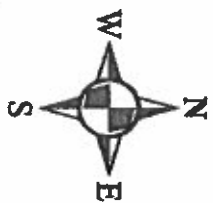
Print Notary Public Name

EXHIBIT "A" DATED 3-16-20



Customer to Install:

- 1- M1204 manhole (6'x10'x8') (8000/1506)
- 2- PHE-9 foundations (8000/1506ASS & 8800/1506BSS)
- 1- M3801 padmount transformer foundation (up to 2500 kva) (8000/1506PD)
- 4-4" conduit 60' from Mh. 1506 to 1506PD
- 6-4" conduit as follows:
 - 10' from Mh. 1506 to 1506ASS
 - 35' from Mh. 1506 to 1506BSS
 - 12-6" conduit 5' from Mh. 1506 to property line



EverSource Provide & Install	Customer Provide & Install	EverSource Provide	Status	Description
Existing	New	New	n/a	Ducts, concrete encased Quantity/Size as indicated In compliance with Note 7
		Door	n/a	Transformer foundation Type as indicated 3-phase: In compliance with Notes 4-6 Pad #2 (transformers 500 to 2500 KVA) (Cat ID #579135)
			n/a	Manhole Type as indicated In compliance with Note 2
			n/a	Padmounted Switch Box Pad Type as indicated In compliance with Note 3 & 6 PME-9; Cat ID #579135

Notes

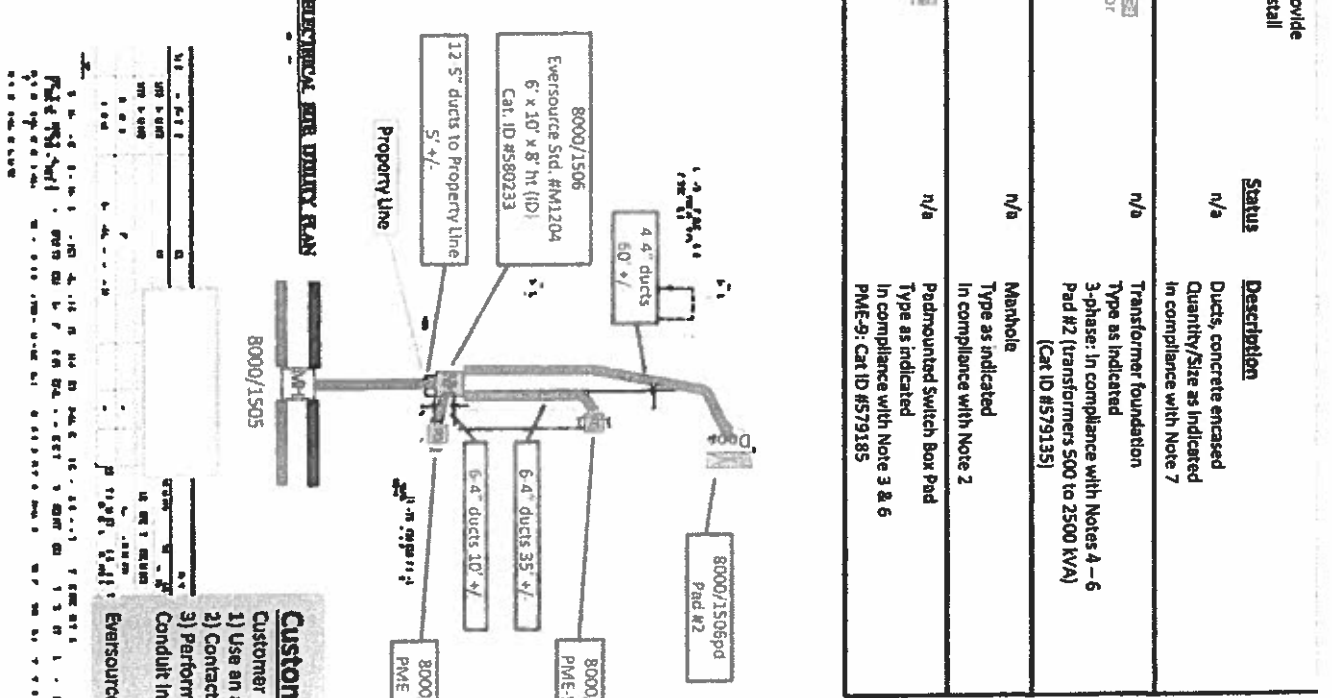
The following EverSource standards are available online, unless otherwise noted, at <https://www.eversource.com/content/cr-cl/about/about-us/doing-business-with-us/builders-contractors/easter-massachusetts/important-documents>

General: Reference EverSource Std. #43820 "Construction, Material, and Work Specifications for New 15/25 kV Primary Underground Distribution Systems Up to 200 Amps"

- EverSource Std. #c2021 "Primary URD Riser Construction"
- EverSource Std. #c3813 "Installation of Precast Concrete Manholes"
- EverSource Std. #c3814 "Installation of Handholes & Box Pads"
- EverSource Std. #m3801 "Precast Concrete Transformer Foundations - Up to 2500 KVA"
- EverSource Std. #c3801 "Installation of Precast Pad Foundation for 4kV, 15kV, & 25kV Padmounted, Three-Phase Distribution Transformers"
- EverSource Std. #c3802 "Recommended Minimum Clearances from Three-Phase Distribution Transformer Foundation to Buildings, Building Openings, Landscaping or Traveled Way"
- EverSource Std. #c1100 "Distribution Ductbank Construction and Materials"
- EverSource Std. #c4250 "Cooper Padmounted Reducer Installation"

Standard available upon request.

EverSource Std. #c4600 "Primary Metering Construction Standard". Standard available upon request.



Customer Installed Non-Electric Infrastructure

Customer must:

- 1) Use an approved EverSource contractor.
- 2) Contact EverSource Conduit Inspector prior to excavation.
- 3) Perform a pre-construction site meeting with the EverSource Conduit Inspector.

EverSource's Conduit Inspector Paul Connor: (339) 987-7454

Non-Elect
Sheet #2

WGQ(s):
2303919

AWC:
New Bedf

ARCHITECTURE
STUDIO INC

Town(s):
New Bedf

Circuit(s):
2-4-51

Voltage (kV):
13.2

Engineer:
Billy Sobie

Rev. #1
Construct

Sheet:
2 of 3

Electrical
UTILITY PLAN

ES-100

EVERSOURCE