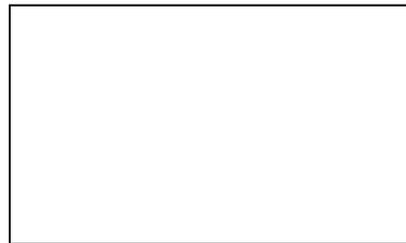




GLOUCESTER CITY COUNCIL CALENDAR OF BUSINESS
SPECIAL CITY COUNCIL MEETING
MONDAY, June 24, 2013
7:00 pm
KYROUZ AUDITORIUM, CITY HALL
SCCM #2013-004



AGENDA

ACTION

1. Budget & Finance Standing Committee Report of June 20, 2013 re: wrap up of FY13 Transfers
(under separate cover) (FCV)
2. Planning and Development Standing Committee Report of June 19, 2013 re: Annisquam River Crossing
Easement (under separate cover) (FCV)

ROLL CALL – Councillor Sefatia Romeo Theken

Linda T. Lowe, City Clerk

The dates are subject to change. Check with City Clerk's Office.

NEXT REGULAR CITY COUNCIL MEETING, July 9, 2013

NOTE: The Council President may rearrange the Order of Business in the interest of public convenience.

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

BUDGET & FINANCE MINUTES

06/20/13

RE: FY13 wrap up Budget Transfers

UNDER SEPARATE COVER

LAW DEPARTMENT
MEMORANDUM

TO: President Hardy and Members of the City Council

FROM: Suzanne P. Egan *SPE*
General Counsel

RE: Annisquam River Crossing Easement

DATE: June 18, 2013

CITY CLERK
GLOUCESTER, MA
13 JUN 18 PM 1:40

The City is in the process of constructing a new water pipeline underneath the Annisquam River connecting East and West Gloucester. The current water mains that run in the Spooner Tunnel under the cut bridge are decades old and have deteriorated considerably. The new water pipeline will provide the City with dependable water service and serve the community's needs for years to come. The pipeline runs from the City property located at the waste water treatment plant underground to the Gloucester High School. The subsurface pipeline will run under marshland located at 27 and 27R Essex Avenue which is owned by Marine Realty Trust of Gloucester, Trustees Kenneth Taliadoros and James Dominick.

Throughout the last year, we have been negotiating with the Trustees regarding the acquisition of the easement. In consideration of the City's potential needs for maintenance and additional utility easements, it is necessary to acquire the easement as shown on the attached plan. It runs along Essex Avenue and out to the midline of the Annisquam River. The Trust has granted a site access agreement to allow the project to continue so that it can remain on schedule and also have no impact on the Newell Stadium project.

The Order of Taking, the Easement Sketch and the Site Access Agreement are attached for your consideration.

Enclosures

Cc Jim Duggan, Chief Administrative Officer
Michael Hale, DPW Director
Larry Durkin, Environmental Engineer

ORDER OF TAKING 27 AND 27R ESSEX AVENUE SUBSURFACE CORRIDOR
EASEMENT

Whereas, the City Council of the City of Gloucester is empowered by law to acquire by eminent domain, in the name of the City, an easement in certain land hereinafter described for the purpose of maintaining, installing, constructing and using the subsurface area for utility corridor and a sum of money has been appropriated and is available therefore, as more fully set forth in a copy of the award of damages below.

The purpose of the Order of Taking is to acquire an easement interest in the subsurface area of land as shown on the plan entitled Easement Plan for Annisquam River Utility Corridor by Jay Jarocz, dated _____ for the purpose of subsurface utility corridor, for the health and welfare of its inhabitants, including but not limited to: the right to install, operate and maintain utility conduits; the right of excavation and construction, if necessary, in connection therewith; the right of entry upon the aforesaid property, by foot or by vehicle, with or without equipment, in connection with the exercise of said rights; and any and all other rights incidental thereto and not inconsistent with the foregoing. Said rights are to be exercised in the City's sole and unfettered discretion. The owner(s) of the aforesaid property, their successor(s) and assign(s), may pass and repass over and upon the surface area of the lot and shall retain all rights to use the same for any and all purposes not inconsistent with the rights herein granted; provided, however, that no permanent structure that may unreasonably interfere with the City's rights as aforesaid shall be erected over, under or upon the subsurface utility corridor. Should the City's use of the subsurface utility corridor for the aforesaid purposes result in damage thereto, the City's sole responsibility is to restore the same as nearly as practical to its condition immediately prior to said damage;

ORDERED: That we hereby take in the name of the City of Gloucester, a subsurface utility corridor easement for the purpose of laying and installing utility conduits for the public health and safety of the inhabitants of the City of Gloucester. The easement shall be taken at the following described property:

The land described is owned by Marine Realty Trust of Gloucester, James E. Dominick, Trustee and Kenneth Taliadoros, Trustee, under Declaration of Trust dated June 5, 1987 recorded with the Essex South Registry of Deeds in Book 9018, page 284. For title, see deed recorded

with the Essex South Registry of Deeds in Book 10446, page 391, and Land Court Document 254411. The easement area is described as follows:

A total of 117,150 square feet from Essex Avenue to the center line of the Annisquam River, as shown on the easement sketch and plan entitled Easement Plan for Annisquam River Utility Corridor, by Jay Jarocz, dated _____

However, said easement is taken whether the ownership of the land is as above stated or not. In awarding compensation, we have awarded it to whom we believed to be the owner of the land described. If the owner named is incorrectly stated, the compensation is made to the lawful owner of the land and all people having any right, title or interest therein as their respective interests may appear.

The following damages are awarded, and the appropriation of funds has been voted, by reason of this taking:

Compensation of \$75, 000.00 (Seventy Five Thousand Dollars) shall be paid to the owner of the parcel affected by the taking of the subsurface corridor easement in the property located at 27 and 27R Essex Avenue for a total easement area of 117,150 square feet.

This Order of Taking shall be recorded at the Essex South Registry of Deeds and/or registered with the Land Registration Office of the Essex South Registry of Deeds.

WITNESS our hands and seal at Gloucester, Massachusetts this _____ day of _____, 2013.

Jackie Hardy, City Council President

Sefatia Romeo-Theken, City Council Vice President

Bruce Tobey

Robert Whycott

Joseph Ciolino

Paul McGeary

Melissa Cox

Greg Verga

Steven LeBlanc

GLOUCESTER HIGH

ANNISQUAM
470 ±

CANAL RIVER

EASEMENT
AREA = 16,400 ± S.F.

TOTAL EASEMENT AREA
100,750 S.F.
16,400 S.F.

117,150 S.F.

50' WIDE EASEMENT

SEWER EASEMENT
AREA = 11,000 ± S.F.

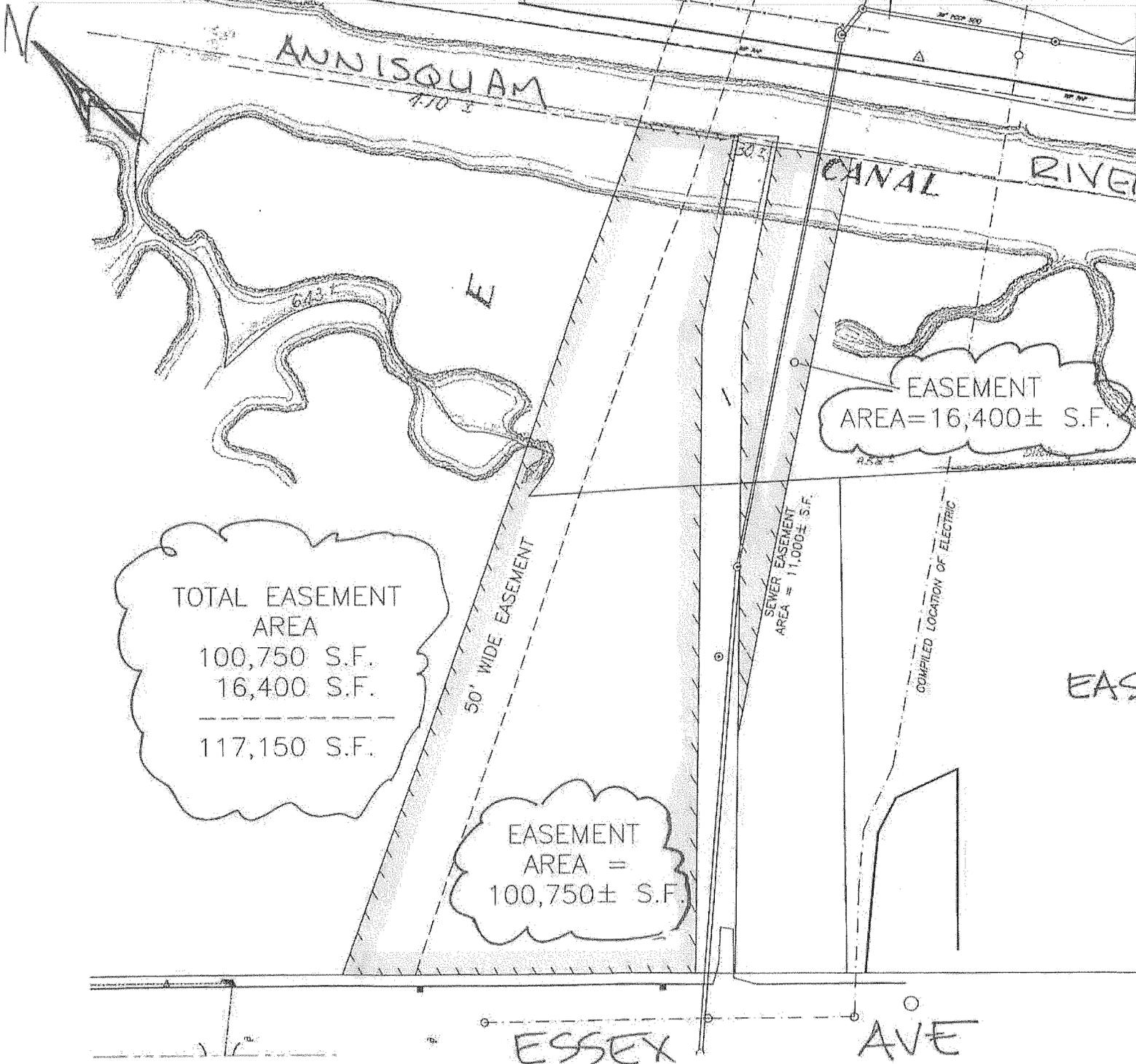
COMPILED LOCATION OF ELECTRIC

EAS

EASEMENT
AREA =
100,750 ± S.F.

ESSEX

AVE



SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this "Agreement") is made as of this 12th day of June, 2013, by and between the CITY OF GLOUCESTER, with its principal place of business located at City Hall, 9 Dale Avenue, Gloucester, Massachusetts 01930 (the "City"), and MARINE REALTY TRUST, through its Trustees, Kenneth Taliadoros, and James Dominick, a Massachusetts Realty Trust under Declaration of Trust dated June 5, 1987, recorded in the Essex County South District Registry of Deeds in Book 9018, Page 284, with an address of 69 Essex Avenue, Gloucester MA 01930.

WHEREAS, the Marine Realty Trust owns the property located at 27 and 27R Essex Avenue, Gloucester, MA, and shown on Assessors Map 217, Lots 18 and 19; and

WHEREAS, the City intends to install utilities through a subsurface conduit in a subsurface easement area located at 27 and 27R Essex Avenue, Gloucester which is shown on the plan entitled Revised Proposed Appraisal Easement; and

WHEREAS, the City will exercise its authority and power to take property for a public purpose and will acquire a permanent subsurface corridor easement in the same location.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

(1) Access. Marine Realty Trust hereby permits the City of Gloucester and its authorized agents, employees, representatives and contractors to enter and use the Site contained in the Easement area as shown on the Revised Proposed Appraisal Easement for the purpose of drilling and installing a subsurface conduit for laying utilities in the subsurface corridor located as shown on the attached plan of land.

(2) Activities at the Site. The City of Gloucester agrees that its employees, agents and contractors shall be responsible for working conditions on those portions of the Site where access for the Work takes place, including the protection of the health, welfare and safety of all persons and Site during the performance of the Work and compliance with Occupational Safety and Health Administration, and other applicable federal, state and local governmental laws, ordinances, codes, rules and regulations.

(3) Completion of Project. The City has obtained an appraisal of the subsurface corridor for the purpose of providing a value for the acquisition of a permanent easement of the area which runs from the westerly bound line of the fifty foot wide easement to the easterly bound line of the locus. The City agrees that it shall use its best effort to complete and finalize the acquisition of the permanent easement from Marine Realty Trust.

(4) Indemnity. To the extent permitted by law, the City shall hold harmless and indemnify the Marine Realty Trust for any and all property damage and personal injuries, including death, that are negligently caused by the City, its employees, agents or subcontractors in the performance of the Work. The City will provide Marine Realty Trust a certificate of

insurance from the construction contractor verifying the necessary insurance to engage in the construction activity.

(5) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

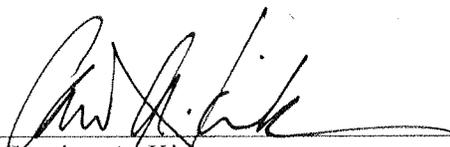
(6) Complete Agreement and Modification. The terms of this Agreement apply to access to the Site for performance of the Work and shall supersede the terms of any prior agreements between the parties involving access to the Site. This Agreement may not be modified or amended unless mutually agreed upon in writing by both parties.

(7) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including successors in title to the Site. This Agreement is solely for the benefit of said parties and their respective successors and assigns and may not be enforced by, nor shall it be construed for the benefit of any third party.

(8) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document. A signature set by facsimile shall have the same force as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date first above written.

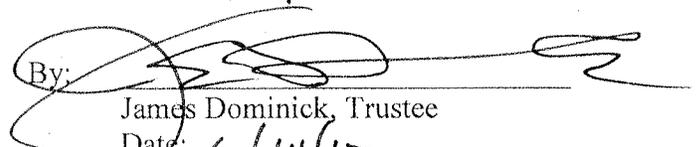
CITY OF GLOUCESTER

By: 
Carolyn A. Kirk
Title: Mayor
Date: 6/17/13

MARINE REALTY TRUST

By its Trustees

By: 
Kenneth Taliadoros, Trustee
Date: 6/14/13

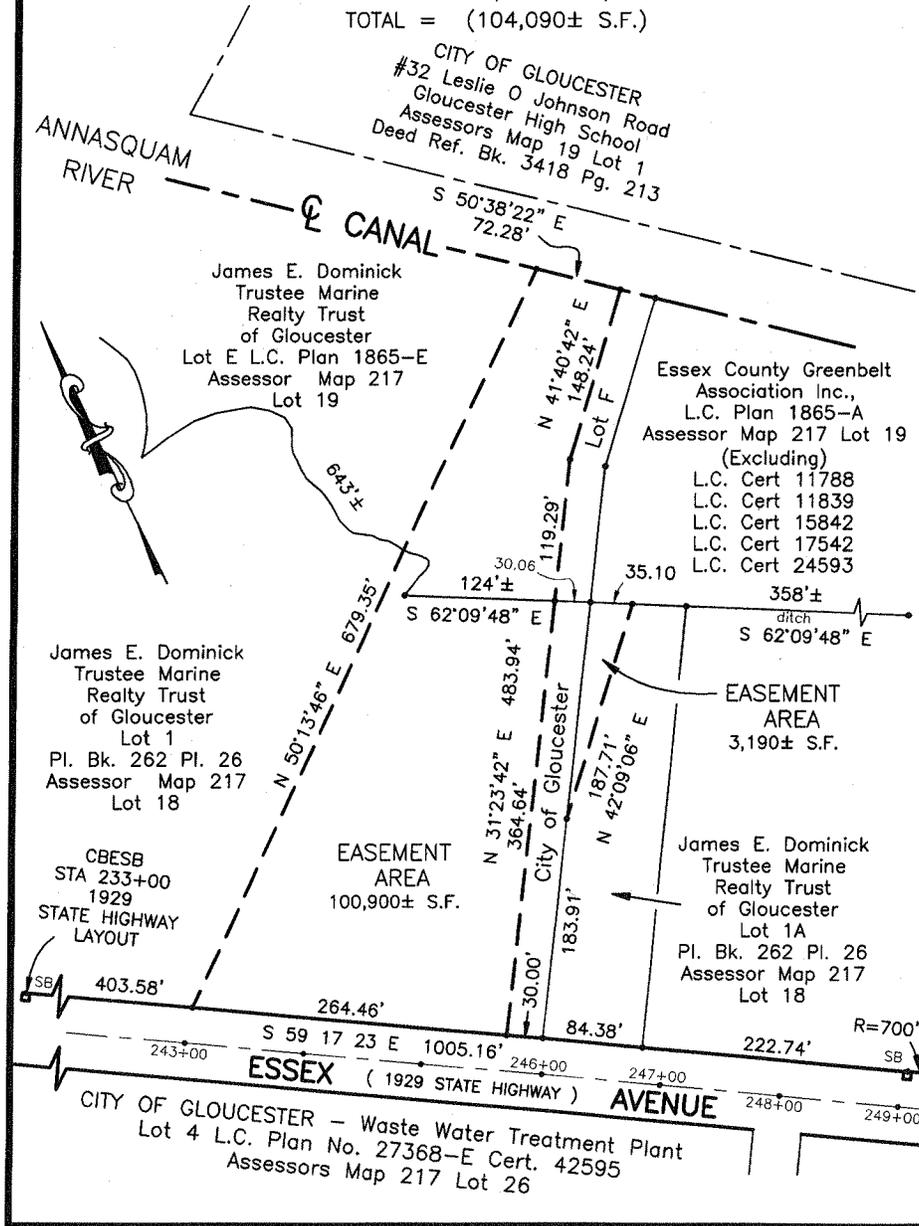
By: 
James Dominick, Trustee
Date: 6/14/13

SKETCH PLAN IN GLOUCESTER, MA.

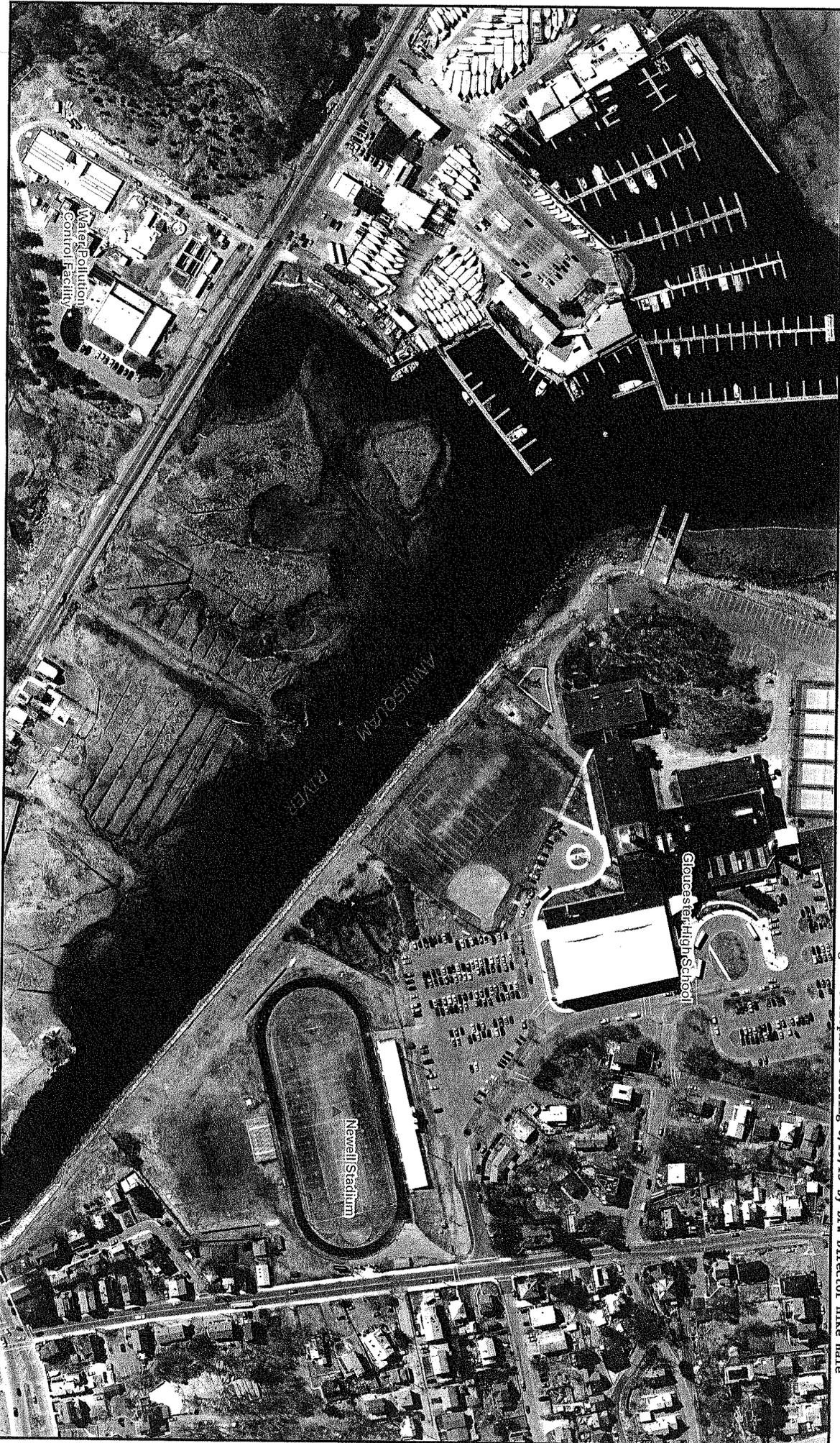
SCALE: 1" = 100' DATE: JUNE 19, 2013

**SHOWING EASEMENT AREAS GRANTED
TO THE CITY OF GLOUCESTER**

TOTAL = 100,900 + 3,190
TOTAL = (104,090± S.F.)



Amisquam River Crossing Easement
Submitted at Planning & Development Meeting 6/19/13 by DPW Director Mike Hale



1 inch = 200 feet

PLANNING & DEVELOPMENT MINUTES

06/19/13

RE: ANNISQUAM RIVER CROSSING EASEMENT

UNDER SEPARATE COVER