



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 876-6800

OFFICE OF
THE CITY CLERK

Transamerican Insurance Group,
799 Main Street,
Hartford, Connecticut

August 2, 1973

Dear Sir:

RE: Cancellation of Bond No. 46289

In connection with the cancellation of Bond No. 46289 in the amount of \$10,000.00 dated July 13, 1898 listed surety of American Surety Company of New York, please be advised that this bond is hereby cancelled due to the consolidation of all prior bonds of New England Telephone and Telegraph Company into one blanket bond dated May 14, 1973 on file in the City Clerk's Office, City Hall, Cambridge, Mass.

Thank you,

Paul E. Healy,
City Clerk.

C: Mr. R. Dunn,
Right of Way Agent,
36 Broadway,
Arlington, Mass.



CITY OF CAMBRIDGE

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OFFICE OF
THE CITY CLERK

Mr. R. Dunn,
Right of Way Agent,
36 Broadway,
Arlington, Mass.

August 2, 1973.

Dear Mr. Dunn:

In response to your recent inquiry relative to the cancellation of Bond No. 46289 in the amount of \$10,000.00 dated July 13, 1898 listed surety of American Surety Company of New York, please be advised that this bond is hereby cancelled due to the consolidation of all prior bonds of New England Telephone and Telegraph Company into one blanket bond dated May 14, 1973 on file in the City Clerk's Office, City Hall, Cambridge, Mass.

Thank you,

Paul R. Healy,
City Clerk.

c: Transamerican Insurance Group

City of Cambridge

CANCELLATION OF BONDS COVERED BY THIS BLANKET BOND.

1. Bond No. 4446 dated November 1, 1889 issued by American Surety Company of new York in the sum of \$10,000.00.
2. Bond No. 46289 dated July 13, 1898 issued by American Surety Company of New York in the sum of \$10,000.00.
3. Bond No. 58929 dated May 13, 1899 issued by American Surety Company of New York in the sum of \$10,000.00
4. Bond dated September 26, 1917 issued by New England Telephone and Telegraph Co. in the sum of \$5,000.00
5. Bond Dated September 26, 1939 issued by New England Telephone and Telegraph Comp. in the sum of \$1,000.00
6. Bond dated August 14, 1896 issued by New England Telephone and Telegraph Co. in the sum of \$1,000.00.
7. Bond dated November 1, 1889 issued by New England Telephone and Telegraph Co. in the sum of \$10,000.00.
8. Bond dated July 28, 1939 issued by New England Telephone and Telegraph Company and American Telephone and Telegraph Co. in the sum of \$10,000.00.

4446
Bond # 4446

KNOW ALL MEN BY THESE PRESENTS That The New England Telephone and Telegraph Company of Massachusetts, a corporation duly established under the laws of Massachusetts, as principal, and the American Surety Company, a corporation duly organized under the laws of New York, as surety are holden and stand firmly bound unto the City of Cambridge in the sum of Ten Thousand Dollars, to the payment of which to the City of Cambridge or its assigns said The New England Telephone and Telegraph Company of Massachusetts hereby binds itself and its successors and the said American Surety Company hereby binds itself and its successors.

The condition of this obligation is such that

Whereas certain permits have been heretofore granted to said The New England Telephone and Telegraph Company of Massachusetts to erect and maintain poles with the wires thereon in certain streets of said City of Cambridge and

Whereas by certain orders of the Board of Aldermen of said City of Cambridge permission has been granted to said company to open certain streets in said City of Cambridge and to construct and maintain therein its conduits, cables, wires and manholes and to place and maintain distributing poles and

Whereas it is expected that similar permits may hereafter from time to time be granted under the ordinance of said city to said The New England Telephone and Telegraph Company of Massachusetts.

Now Therefore, if said The New England Telephone and Telegraph Company of Massachusetts shall

indemnify and save harmless the said City of Cambridge against all damages, costs, expenses and losses whatsoever, to which said City may be subjected in consequence of the acts or neglect of said The New England Telephone and Telegraph Company of Massachusetts, its successors, agents, officers, and servants, and in any manner arising from or growing out of their use and transmission of electricity, the privileges permitted by the said City, and from the construction, maintenance, operation and use of lines, wires, cables, conduits, posts, poles, structures, constructions, fixtures, and apparatus; and shall fulfil all the orders, conditions and obligations

imposed by the Board of Aldermen, all its agreements with said City, and all obligations and duties required by law and the ordinances of said City, and any ordinance and ordinances which may in future be passed in addition thereto and amendment thereof, then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF The New England Telephone and Telegraph Company of Massachusetts has caused these presents to be signed in its name and behalf by Jasper N. Keller, its General Manager thereto duly authorized

and its corporate seal to be hereto affixed and
the American Surety Company has caused its corporate
seal to be hereto affixed and the same to be attested by
the signature of its Vice President and Secretary this

first day of *November* 1889.

The New England Telephone and Telegraph Company of
Massachusetts

by

Jasper K. Keller
Gen'l Manager.

American Surety Company of New York

(Signed) *By David B. Seckels.*
2^d Vice President,

(Signed) *Fred J. Nugent,*
Secretary.

Seal

Signed
to Am. S. Co.

New England Telephone and Telegraph Company

EXECUTIVE OFFICE,
50 PEARL STREET,
P. O. DRAWER 110.

WM. H. DRIVER,
Treasurer,
F. J. BOYNTON,
Sec'y and Aud.

Boston, Oct. 9, 1890 1890

In reply to yours

S. W. Leedom, Esq.,

Auditor.

Dear Sir:

Below, please find copy of letter written by me to the American Surety Co. under date August 13th, also copy of their reply thereto under date August 14th:

American Surety Company,

160 Broadway, H. D. Lyman, Esq., Vice-President.

Dear Sir:

We notice that our agreement with you upon our bond for \$10,000. to the City of Cambridge calls for a premium of \$50. per annum, while our agreement upon bond to the City of Lowell in the same sum is for a first year's premium of \$50. and thereafter \$25. per annum. As the two bonds are for the same amount and upon the same conditions, there would seem to be no reason why we should not have as favorable terms on the Cambridge as on the Lowell bond.

Please advise if the premium on Cambridge bond should not be changed as above.

Yours truly,

(Sd.) J. N. Keller,

Gen'l Mgr.

Copy

J. N. Keller, Esq.,

General Manager.

Dear Sir:

I have your favor of the 15th inst.

I note what you say concerning the charges made in connection with these bonds and I know of no reason why you should not receive them on the same terms. It was probably a technical mistake in making the terms different when the contracts were signed. Hereafter the premium on both these bands will be the same.

Very truly yours,

(Sd.) Fred F. Nugent,

Sec'y and Gen'l Solicitor.

Please govern yourself in accordance with the above.

Yours truly,

Jasper N. Keller Gen'l Mgr.

THIS AGREEMENT, Made this 11th day of December in the year one thousand eight hundred and eighty-nine, by and between The New England Telephone and Telegraph Company of Massachusetts, party of the first part, and the American Surety Company of New York, party of the second part, witnesseth:

WHEREAS, at the special instance and request of the party of the first part and on the security hereof, The American Surety Company has become surety for said The New England Telephone and Telegraph Company on a certain indemnity bond of even date herewith, for the sum of Ten thousand Dollars, (\$10000.00) given unto the City of Cambridge, Massachusetts, conditioned as in said bond set forth, a copy of which bond is hereto annexed, marked "A" and forms a part of this agreement.

Now, Therefore, in consideration of the premises and of the sum of one dollar in hand paid to said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby agree and bind itself, its successors and assigns as follows, to wit:

FIRST: That said party of the first part shall and will pay, in cash to said American Surety Company, at its office in New York, in advance, on the first day of November in each and every year, the premium or charge of fifty dollars made by said Company for executing said instrument, and continuing the same, until said Company

shall, in the manner provided by law, be discharged or released from any and all liability and responsibility upon and from said instrument and all matters arising therefrom, and a written transcript or notice of the proper legal evidence of such discharge or release be served on said Company at its office in New York.

SECOND: That said party of the first part shall and will at all times indemnify, and keep indemnified, and save harmless the said Company from and against all loss, damages, costs, charges, counsel fees and expense whatsoever which said Company shall or may, for any cause, at any time, sustain or incur by reason or in consequence of said Company having executed said instrument; and does further covenant and agree to pay to said Company and its representatives all damages for which said Company or its representatives shall become responsible upon the said bond before said Company or its representatives shall be compelled to pay the same, any sum so paid, however, to be applied to the payment of such damages; and in case any suit, action or other proceeding shall be commenced or notice served on said party of the first part in any manner relating to or growing out of the matter or business for or on account of which the aforesaid instrument was required to be executed, immediate notice thereof shall be given to said Company at its office in New York.

THIRD:-----

FOURTH: The said party of the first part does hereby further agree, in the event of a failure to comply with, or of any default by it made in the performance of

The covenants, conditions or agreements hereinbefore expressed on its part, to substitute other sureties on said bond within fifteen days after notice of such non-compliance or default made has been given to said party of the first part by said American Surety Company, the said Company refunding the premium paid, less a pro rata part thereof for the time said bond shall remain in force. If, however, the party of the first part shall fail to furnish other sureties on said bond within the time aforesaid, any damages or expense which the said Company may sustain, or incur, or be put to in obtaining a release or discharge from said bond as surety thereon shall be borne and paid by said party of the first part.

IN WITNESS WHEREOF, the party of the first part has herunto caused its corporate seal to be affixed and these presents to be signed by its General Manager the day and year first above written.

Signed, sealed and delivered
in the presence of

The New England Telephone and Telegraph Company of
Massachusetts,

by

(Signed) *Jasper W. Keller,*
General Manager.

Seal.

Bond # 46289

KNOW ALL MEN BY THESE PRESENTS that The New England Telephone and Telegraph Company of Massachusetts, as principal, and the American Surety Company of New York, a corporation duly established by law, and having an office and usual place of business in Boston, Massachusetts, as surety, are holden and stand firmly bound unto the City of Cambridge, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, in the sum of Ten Thousand dollars, to the payment of which to the said City of Cambridge, we hereby jointly and severally bind ourselves, our successors and assigns,

THE CONDITION of the obligation is such that if said The New England Telephone and Telegraph Company of Massachusetts, its successors and assigns, shall and will forever save harmless and indemnify the said City of Cambridge, from and against all damages, costs, expenses and losses whatsoever, to which the City may be subjected in consequence of the act and neglect of such person and corporation, its agents, officers, and servants, and any and all persons acting by, through or under such person and corporation, and in any manner arising from, or growing out of the use and transmission of electricity, the privileges permitted by the City, and the construction, maintenance, operation and use of said conduits, lines, wires, cables, posts, poles, structures, constructions, fixtures, and apparatus under an order of the Board of Aldermen of said City, dated June 21, 1896, and also to fulfill all their agreements with said City, and especially all the terms, stipulations, conditions and provisions contained in its acceptance of said order dated July 6, 1896, and now on file with the City Clerk; and also all the terms, stipulations, conditions and provisions contained in its additional agreement thereto dated June 25, 1896, and also all the orders,

conditions and obligations now and hereafter imposed by the Board of Aldermen of said City, and all obligations and duties now or hereafter required by law, and by Chapter 14 of the Revised Ordinances of 1892, and every other ordinance and all additions and amendments relating thereto; excepting, however, as stated in its said acceptance, the provisions in orders and ordinances relating to the revocation of locations, and shall make no default therein; then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF The New England Telephone and Telegraph Company of Massachusetts has caused these presents to be signed in its name and behalf by Jasper N. Keller, its General Manager, hereunto duly authorized, and its corporate seal to be hereto affixed this thirteenth day of July, A. D., 1898, and the American Surety Company of New York has likewise by its Res. Vice-Pres. and Res. Asst. Secy. caused its corporate seal to be hereto affixed and these presents signed in its name and behalf the day and year before mentioned.

Signed and sealed in presence of

The New England Telephone and Telegraph Company
of Massachusetts,

By Jasper N. Keller,

General Manager.

American Surety Company of New York,

By (Sd) Charles D. Burrage,

Resident Vice President.

Attest (Sd) Wallace H. Ham,

Resident Ass't Secretary.

3

11-7727

58929

Bond # 58929

KNOW ALL MEN BY THESE PRESENTS that The New England Telephone and Telegraph Company of Massachusetts, as principal, and the American Surety Company of New York, a corporation duly established by law and having an office and usual place of business in Boston, Massachusetts, as surety, are holden and stand firmly bound unto the City of Cambridge, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, in the sum of ten thousand dollars (\$10,000) to the payment of which to the said City of Cambridge said The New England Telephone and Telegraph Company of Massachusetts and the said American Surety Company hereby jointly and severally bind themselves, their successors and assigns.

The condition of the obligation is such that if said The New England Telephone and Telegraph Company of Massachusetts, its successors and assigns, shall and will forever save harmless and indemnify the said City of Cambridge from and against all damages, costs, expenses and losses whatsoever to which the city may be subjected in consequence of the acts and neglect of such person and corporation, its agents, officers and servants, and any and all persons acting by, through or under such person and corporation and in any manner arising from or growing out of the use and transmission of electricity, the privileges permitted by the city, and the construction, maintenance, operation and use of said conduits, lines, wires, cables, posts, poles, structures, constructions, fixtures and apparatus under an order of the Board of Aldermen of said city dated May 9, 1899, and under any order which may be hereafter adopted by said board authorizing said company to erect and maintain poles and wires or to lay and maintain underground conduits, manholes, cables and wires, and also shall fulfil all its agreements with said city, and especially all the terms, stipulations, conditions and provisions contained in its acceptance

of said order dated May 22, 1899, and now on file with the City Clerk, and in its acceptances of such orders as aforesaid as may be hereafter adopted; and also all the orders, conditions and obligations now or hereafter imposed by the Board of Aldermen of said city, and all obligations and duties now or hereafter required by law and by Chapter 14 of the Revised Ordinances of 1892 and every other ordinance and all additions and amendments relating thereto, excepting, however, as stated in its said acceptance, the provisions in orders and ordinances relating to the revocation of locations, and shall make no default therein; then this obligation shall be void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF The New England Telephone and Telegraph Company of Massachusetts has caused these presents to be signed in its name and behalf by Jasper N. Keller, its General Manager, hereunto duly authorized and its corporate seal to be hereto affixed this 23rd day of May 1899, and the American Surety Company of New York has likewise by its Resident Vice President and Resident Assistant Secretary caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf the day and year before mentioned.

The New England Telephone and Telegraph Company
of Massachusetts,

By Sgd Jasper N. Keller
General Manager.

American Surety Company of New York,

By Sgd Wallace H. Ham Resident Vice President
" Cliphart G. Philbrick Resident Assistant Secretary.

K. Slattery

cal

4. dated Sept. 26, 1917

Kumu all Men by these Presents

that The New England Telephone and Telegraph Company of Massachusetts, a corporation duly organized under the laws of the State of Massachusetts, and having a usual place of business in Boston, in the County of Suffolk and Commonwealth of Massachusetts, is holden and stands firmly bound unto

~~the City of Cambridge, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, in the sum of FIVE THOUSAND dollars,~~
to the payment of which to the said City of Cambridge, it hereby binds itself, its ~~successors and assigns.~~ successors and assigns.

The Condition of the obligation is such that ~~if~~ Whereas, a license dated September 12th, 1917, has been issued by the Board of Park Commissioners on behalf of the City of Cambridge, to said New England Telephone and Telegraph Company of Massachusetts, to lay and maintain a conduit in the sidewalk adjoining Charles River Road, from Wadsworth Street easterly, under conditions as expressed in said license.

Now if the above bounded New England Telephone and Telegraph Company shall well and truly perform all the conditions of said license and all future licenses issued under this bond for similar work, and shall indemnify and save harmless the City of Cambridge from all loss, damages, suits, and claims whatsoever, arising out of the issuing of said license or future licenses or of the use of said sidewalk or sidewalks by virtue of or under the authority of this permit and shall commit no default therein.

then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

In witness whereof we hereunto set our hands and seal this 26th day of

September A. D. 1917.

Signed and sealed in presence of

The New England Telephone & Telegraph Company of Massachusetts,
By

General Manager.

5. Dated Sept 26, 1939

KNOW ALL MEN BY THESE PRESENTS, that New England Telephone and Telegraph Company as principal, are holden and firmly bound and obliged unto the City of Cambridge, in the Commonwealth of Massachusetts, in the full and just sum of One thousand Dollars (\$1,000.) to be paid unto the said City of Cambridge, its successors or assigns; to which payment, well and truly to be made, we bind ourselves, our successors and assigns, firmly by these presents.

The Condition of This Obligation is such that--

WHEREAS an application for a license for use of streets has been made to the Superintendent of Streets of said City by the said New England Telephone and Telegraph Company.

NOW, THEREFORE, if the said New England Telephone and Telegraph Company shall faithfully observe and keep each and all the agreements, stipulations, conditions, specifications, and provisions on its part to be kept and performed, contained in said license and in every and all such licenses hereafter issued to the said New England Telephone and Telegraph Company and in each and every extension of the same, according to the full intent and spirit of said license and the ordinances of said City now relating, or that may relate thereto and shall indemnify and save harmless the City of Cambridge from all liabilities, loss and expense whatsoever which the city may incur and suffer arising out of the issuing of such licenses and all extensions of the same, and shall make no default therein; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hand and seals this 26th day of September in the year nineteen hundred and thirty-nine

Signed and sealed in the presence of

APPROVED AS TO FORM
[Handwritten signature]

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By (Sgd.) R. F. Estabrook (Seal)
Vice President and General Manager

Original bond received for filing October 11, 1939

[Handwritten signature]
City Street Department
Cambridge, Mass.

August 14, 1896

E.C. 190810
195456

KNOW ALL MEN BY THESE PRESENTS

That The New England Telephone and Telegraph Company of Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, as Principal, and New England Telephone and Telegraph Company as Sureties, are holden and stand firmly bound and obliged unto the City of Cambridge in the Commonwealth of Massachusetts, in the full and just sum of ONE THOUSAND DOLLARS, to be paid unto the said City of Cambridge, or its assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that, if the said New England Telephone and Telegraph Company of Massachusetts shall well and faithfully observe and keep each and all the conditions and specifications of every and all licenses and permits, and all extensions of the same, duly issued to the said New England Telephone and Telegraph Company of Massachusetts, by the Mayor, or by any other person now or hereafter authorized so to do, according to the full intent and spirit of said licenses and permits and the ordinances of said City now relating, or that may relate thereto, and shall indemnify and save harmless the City of Cambridge from all liabilities, loss and expense whatsoever which the City may incur and suffer arising out of the issuing of such licenses or permits, and all extensions of the same, and shall make no default therein; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this
fourteenth day of August, in the year eighteen hundred and ninety-
six.

Signed and sealed in presence of

The New England Telephone and Telegraph Company
of Massachusetts.

By Jasper N. Keller
General Manager.
New England Telephone and Telegraph Company by
Thomas Sherwin
President.

The Within named sureties are satisfactory

CITY AUDITOR

This Bond is hereby Approved

Mayor

7
Dated November 1, 1889

KNOW ALL MEN BY THESE PRESENTS That the New England Telephone and Telegraph Company of Massachusetts, a corporation duly established under the laws of Massachusetts, as principal, and the New England Telephone and Telegraph Company, a corporation duly organized under the laws of New York and having its principal place of business in Boston, as surety, are holden and stand firmly bound unto the City of Cambridge in the sum of Ten Thousand Dollars, to the payment of which to the City of Cambridge or its assigns said The New England Telephone and Telegraph Company of Massachusetts hereby binds itself and its successors and the said New England Telephone and Telegraph Company hereby binds itself and its successors.

The condition of this obligation is such that WHEREAS, under an ordinance of said City of Cambridge, entitled "An Ordinance relating to Underground, Aerial and other Electrical Wires and Conduits, " and order of the Board of Aldermen of said City of Cambridge was passed on July 2nd, 1889, granting permission to said Company, under the terms and conditions prescribed in said order and ordinance, to open certain streets in said City of Cambridge and construct and maintain therein its conduits, cables and wires and

WHEREAS it is expected that similar permits may hereafter from time to time be granted under said ordinance to said The New England Telephone and Telegraph Company of Massachusetts.

Now Therefore, if said The New England Telephone and Telegraph Company of Massachusetts shall hold the said City of Cambridge harmless from all loss, cost, damage or expense in any way arising or growing out of the work to be undertaken by it under said order and ordinance, and shall fulfill all its duties under said ordinance, then this obligation shall be void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF The New England Telephone and Telegraph Company of Massachusetts has caused these presents to be signed in its name and behalf by Jasper N. Keller, its General Manager thereto duly authorized and its corporate seal to be hereto affixed and the New England Telephone and Telegraph Company has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by Thomas Sherwin, its President, this *first* day of *November* 1889.

The New England Telephone and Telegraph Company of

Massachusetts
(Sd.) Jasper N. Keller.

by

General Manager.

The New England Telephone and Telegraph Company

by (Sd.) Thomas Sherwin.

P r e s i d e n t .



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • TEL. 876-6800

LAW DEPARTMENT

PHILIP M. CRONIN
CITY SOLICITOR

EDWARD D. MCCARTHY
ROWENA E. TAYLOR
ASSISTANT CITY SOLICITORS

JOHN A. SERINO
LEGISLATIVE AGENT

February 29, 1972

Mr. Ralph J. Dunphy
Commissioner of Public Works
147 Hampshire Street
Cambridge, Massachusetts

Dear Mr. Dunphy:

Enclosed please find photo copy of letter from Mr.

R. J. Dunn, Right of Way Agent, which is self-explanatory.

I called Mr. Dunn yesterday and told him that these
bonds are okay.

Very truly yours,

Philip M. Cronin
City Solicitor

PMC:jm

Copy -



City of Cambridge

- City Solicitor -

IN CITY COUNCIL

April 2, 1973

ORDERED:

On the petition of the New England Telephone Company that the Commissioner of Public Works be authorized under the provisions of the City Ordinances to grant a License or permit to the New England Telephone Company to construct, maintain and use 24 inch conduit in a four foot deep trench on Gore Street, said conduit to be installed as follows:-

Beginning at a point in a manhole designated as 26/512/A and indicated as point "A" on a plan entitled "New England Telephone and Telegraph Company plans for Proposed Underground Conduit in Cambridge, Massachusetts" Plan 05-388, dated February 7, 1973 and on file in the City Clerk's Office, said conduit will run southeasterly for a distance of 500 feet on Gore Street and will be 10 feet from the property line providing for a manhole in the front of premises numbered 113 Gore Street with a second manhole to be placed in front of premises numbered 81 Gore Street all as shown on Plan 1 of 5 referred to above.

Said conduit to continue along Gore Street from point "B" to "C" as shown on second sheet Plan 2 of 5 on the above referred to plan in a southeasterly direction for a distance of 385 feet including premises numbered 79 to 45 Gore Street, 10 feet from the property lines and then run southeasterly for a distance of 15 feet to a new manhole at the corner of Gore and Third Streets as shown on Plan 3 of 5 of the above referred to plans.



City of Cambridge

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IN CITY COUNCIL
April 2, 1973

First:- The work in streets not to be unnecessarily delayed nor the public travel unnecessarily interfered with during the construction of the pipe lines. The amount of space, time, narrow, etc. of occupation of the streets to be arranged with the Commissioner of Public Works of Cambridge.

Second:- All work of relaying, reconstructing and repairing any sewer construction, appurtenances of fixtures, to be done as directed by the Commissioner of Public Works of Cambridge and to his entire satisfaction and acceptance.

Third:- The relaying and reconstructing of water pipes and service connections, if any, to be done in a manner satisfactory to the Cambridge Water Board.

Fourth:- In relaying, supporting or repairing gas pipes, electric conduits or other structures not belonging to the City of Cambridge, Massachusetts New England Telephone and Telegraph Company is to make adequate and satisfactory arrangements with the several companies whose structures may be affected by the construction of the pipe lines.

Fifth:- The refilling and replacing of the material around and over the pipe lines to be done so as to prevent, as far as possible, all settlement of the surface. The surface of the public streets which have been disturbed or injured by the construction of the pipe lines are to be repaired and repaved, in a first class manner, with the same class of pavement that existed on the street before the work was begun. All such work of repairing and repaving to be done by the Public Works Department of the City of Cambridge at the expense of New England Telephone and Telegraph Company.

Sixth:- During the progress of the construction of the pipe lines, all sewer, water, gas and electric services must be maintained by the contractor to supply the needs of the abutters upon the streets if they so request.

Seventh:- If at any time the City Council shall decide that in its opinion public necessity and convenience require that the pipe lines be altered or otherwise changed in its location, the said New England Telephone and Telegraph Company, on receiving due and proper notice from the City Council defining and requiring such alterations as it desires, shall at once and at its own expense, cause such alterations to be made.

Provided, that before proceeding to excavate for the purpose of constructing said pipe lines as hereby authorized, the licensee shall file with the City Clerk a satisfactory bond in the sum of ten thousand dollars (\$10,000) conditioned to save harmless the City of Cambridge from all claims for damages arising from the construction, maintenance and use of said pipe lines as authorized under this order. Said bond to be satisfactory in form to the City Solicitor and approved by the City Manager.



City of Cambridge

- 3 -

IN CITY COUNCIL
April 2, 1973

Provided, further, that the permit or license hereby granted shall be subject to revocation at any time at the pleasure of the City Council for the time being.

Provided further, that New England Telephone and Telegraph Company shall insert in the contract for the excavation of the streets a clause that Cambridge laborers be given first preference.

In City Council April 2, 1973
 Adopted by a 9 yeas and 0 nays
 Yes 9 No 0
Paul E. Leahy
 CITY CLERK



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 876-6800

OFFICE OF
THE CITY CLERK

June 29, 1973

Transamerica Insurance Group
Hartford, Conn

Re: Bond 46289-Indemnity \$10,000
N. E. Tel. & Tel. Co.
July, 1898

Gentlemen:

Pursuant to your inquiry relative to the above Indemnity Bond,
please be advised that we cannot terminate this bond until
the work is completed.

Very truly yours,

Paul E. Healy
Paul E. Healy
City Clerk CITY CLERK

May 16, 1973

Mr. J. F. X. Bernard
Financial Supervisor
F-101

Please arrange for cancellation of the following
bonds issued by American Surety Company of New York.

<u>Bond No.</u>	<u>Dated</u>	<u>Amount</u>
58929	5/23/1899	\$10,000.
46289 ←	7/13/1898	10,000.
4446	11/1/1889	10,000.

EAC/dp


E. A. Colby
Attorney

m. Edward 743-2443

Hartford, Connecticut 06103
799 Main Street (203) 522-6245



Property and Casualty Insurance
from Transamerica Corporation

Transamerica Insurance Group

Transamerica Insurance Company
Wolverine Insurance Company
Premier Insurance Company
Riverside Insurance Company
Canadian Surety Company
Automotive Insurance Company

Handwritten:
dury
7/2

June 26, 1973

City Clerk
City Hall
Cambridge, Massachusetts

Re: Cancellation Notice
Bond 46289
New England Tel. & Tel. Company
Indemnity Bond in amount of \$10,000
dated July, 1898 for laying electrical
wires in its street

Gentlemen:

We hereby give written notice of cancellation of surety bond in the name of the principal above, pursuant to the provisions of said bond.

It is understood that we shall be discharged from all liability under said bond for any act or omission of the principal occurring after May 26, 1973.

Please acknowledge receipt of this notice.

Very truly yours,

T. M. Davenport
Bond Manager

TMD/lm

Certified Mail - Ret. Receipt Requested

Acknowledged By: _____

Date: _____

MJ. Adams

July 17, 1973

Mr. Robert G. McAnern, Treasurer
New England Telephone & Telegraph Company
185 Franklin Street
Boston, Massachusetts

Re: Surety Bond #46289
Transamerica Insurance Company

Dear Mr. McAnern:

Upon advice from your office, we notified the Transamerica Insurance Company that the captioned bond bearing a penalty of \$10,000 in favor of the City of Cambridge in connection with the Street Permit for laying electric wires in the streets was to be cancelled as of May 16, 1973.

I'm enclosing a copy of the reply received from the City of Cambridge in connection with this bond, which indicates they cannot terminate the bond until the work is completed. Accordingly, the bond continues in full force and effect, and premiums are due until cancellation.

I would, therefore, appreciate your advice in this matter in order that we may pursue the matter of cancellation in accordance with your requests.

Very truly yours,

MARSH & McLENNAN, INC.



P. J. Paradiso

PJP:hjc

Enclosure

Mr. R. Dunn
R/W Agent
37 Broadway
Arlington, Mass.

The City of Cambridge, Mass. under date of our new bond of May 14, 1973 agreed that Telephone Company could cancel amongst others, bond no. 4446 dated November 1, 1889, issued by American Surety Company of New York. I believe you have a copy of the bond dated May 14.

The City in its letter of June 29, 1973 now indicates that it cannot terminate the bond.

Copies of the pertinent correspondence are attached for your information.

Please check and advise in order that our insurer may be further instructed.


E. A. Colby
Attorney

RECEIVED
OFFICE OF THE
CITY CLERK

MAY 14 10 32 AM '73
CAMBRIDGE, MASS
NOW ALL MEN BY THESE PRESENTS, that New England Telephone and Telegraph Company, a corporation duly established under the laws of the State of New York, is holden and stands firmly bound unto the City of Cambridge, a municipal corporation within the State of Massachusetts in the sum of Sixty-seven Thousand Dollars (\$67,000.00) to the payment of which to the said City of Cambridge or its successors or assigns, said New England Telephone and Telegraph Company hereby binds itself and its successors.

The condition of this obligation is such that-

WHEREAS by an order of the City Council of said City of Cambridge, dated March 14, 1973, said New England Telephone and Telegraph Company has been authorized to lay and maintain buried cable, underground conduits, manholes and handholes, with the wires and cables to be placed therein, pedestals, posts, markers and other fixtures in or under the surface of Gore Street, Third Street and Msgr. O'Brien Highway as referred to in said order, and

WHEREAS it is expected that other similar permits may hereafter from time to time be granted to said New England Telephone and Telegraph Company-

NOW THEREFORE if said New England Telephone and Telegraph Company shall indemnify and save the said City of Cambridge harmless from all loss, cost, damage or expense in any way arising from or growing out of the work to be undertaken by it under said order or similar orders, and shall fulfill all its agreements with said City, as well as those it may hereafter make as that this day made, and its duties under said order, then this obligation shall be void, otherwise it shall remain in full force and virtue.


This bond cancels and supersedes insofar as its interests may appear, bonds dated November 1, 1889, August 14, 1896, September 26, 1917 issued by New England Telephone and Telegraph Company of Massachusetts, bond dated July 28, 1939 issued jointly by New England Telephone and Telegraph Company and American Telephone and Telegraph Company of Massachusetts and bond dated September 26, 1939 issued by New England Telephone and Telegraph Company.

The City of Cambridge by the acceptance hereof hereby authorizes said New England Telephone and Telegraph Company to cancel bond nos. 4446 dated November 1, 1889, 46289 dated July 13, 1898 and 58929 dated May 13, 1899 all issued by American Surety Company of New York.

IN WITNESS WHEREOF New England Telephone and Telegraph Company has caused these presents to be signed by William C. Mercer its, President and its corporate seal to be hereto affixed, this 14th day of May 1973.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By


President

ARL - CAM
DIST. O. P. MCR.

MAY 1 1973

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MAY 17 10 35 AM '73

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NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY

TO

CITY OF CAMBRIDGE,
MASSACHUSETTS

BOND

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CLERK