

APPLICATION FOR LICENSE TO CONSTRUCT  
A 30" REINFORCED CONCRETE PIPE STORM DRAIN

UNDER AND ACROSS LANDS OF THE COUNTY OF WESTCHESTER UNDER  
THE SUPERVISION AND CONTROL OF THE WESTCHESTER COUNTY PARK  
COMMISSION.

TO - WESTCHESTER COUNTY PARK COMMISSION:

The undersigned, VILLAGE OF SCARSDALE

~~(a) residing at No.~~

~~, in~~

~~the~~

~~of~~

~~, County of~~

~~and State of New York,~~

(b) a municipal corporation organized and existing under the Laws of the State of New  
York, having a principal office at Village Hall, in the

Village of Scarsdale, County of Westchester  
and State of New York,

hereby petitions the Commission for a license to construct, operate and maintain a sub-surface structure  
consisting of a 30" Reinforced concrete pipe storm drain

under and across Parcel 11

Sheet 2

all as shown on the map and plans dated the 11th day of August, 1969

signed by the undersigned, hereto annexed and made a part hereof.

Dated, the 29th day of September, 1969.

VILLAGE OF SCARSDALE

By

*Donald J. O'Leary*

VILLAGE MANAGER

Title

# LICENSE

## THE COUNTY OF WESTCHESTER

TO

### VILLAGE OF SCARSDALE

To construct, operate and maintain a sub-surface structure consisting of a **30" reinforced concrete pipe storm drain** under and across lands owned by The County of Westchester.

WHEREAS, **THE VILLAGE OF SCARSDALE**

~~(a) residing at No. \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ and State of New York,~~  
(b) a **municipal** corporation organized and existing under the laws of the State of New York and having a principal office at No. **Village Hall**, in the **Village** of **Scarsdale**, County of **Westchester** and State of New York,

hereinafter called the Licensee, has applied to the Westchester County Park Commission, hereinafter called the Commission, for a license to construct, operate and maintain a sub-surface structure consisting of

a **30" reinforced concrete pipe storm drain**

under and across lands of The County of Westchester under the supervision and control of the Commission, known and designated as Parcel **11** Sheet **2** on a map entitled: **Westchester County Park Commission, Map of lands to be acquired for Saxon Woods Park, Westchester County, New York**

which application is dated the **29th** day of **September**, 19 **69** and is annexed hereto and made a part hereof; and

#### BOARD OF ACQUISITION AND CONTRACT

WHEREAS, ~~the Commission~~ at a meeting duly held on the **25th** day of **September**, 19 **69**, did adopt a resolution authorizing the granting of this license.

NOW, THEREFORE, in consideration of the sum of **WAIVED** (\$ **\_\_\_\_\_**) Dollars, paid by the Licensee to the Commission, the said Licensee covenants and agrees with the Commission as follows:

FIRST: That this license may be revoked and terminated by the Commission upon ten days' notice in writing to the Licensee when, at any time, the revocation of this license, in the discretion of the Commission, shall be deemed necessary or advisable.

SECOND: Upon the revocation of this license, the Commission may require the removal of all structures built pursuant to the terms of this license; and upon default of the Licensee to remove same, the Commission may do so as agent of the Licensee, in which event the Licensee shall be liable for the cost and expense of said removal.

THIRD: This license is granted for the exclusive personal use of the Licensee.

FOURTH: The Licensee shall pay the entire cost of all work, labor and material in connection with the structures hereby authorized.

FIFTH: Before any construction work is commenced, the Licensee shall procure at its own cost and expense any and all permits or licenses which are required.

SIXTH: All work permitted hereunder shall be performed promptly and in a good workmanlike manner to the satisfaction of the Commission. The surrounding ground shall be restored by the Licensee as nearly as possible to the same condition as before such work was commenced and to the satisfaction of the Commission.

SEVENTH: If, in the opinion of the Commission, it shall become necessary to move, relocate, remove, or alter or repair any of the structures authorized to be constructed hereunder, all of said work shall be done by the Licensee at its own cost and expense, and the surrounding ground restored as herein otherwise provided. In the event of the failure of the Licensee to do the work as required by this paragraph, same shall be done by the Commission and the Licensee shall be liable for the cost and expense thereof.

EIGHTH: At least ten days' notice in writing shall be given by the Licensee to the Commission before any work is commenced, and immediately after the completion thereof, notice in writing of its completion shall be given to the Commission.

NINTH: The Licensee shall deposit with the Commission the sum of ~~( )~~ **WAIVED** Dollars, lawful money of the United States, as security for the faithful performance of all the terms and conditions of this license on its part to be done and performed. In case of default or failure of the Licensee to do and perform any of the terms and conditions of this license, the Commission shall have the right to declare the sum so deposited forfeited and to retain the same as liquidated damages.

TENTH: The work of construction and installation authorized hereunder shall be commenced within thirty days from the date hereof and completed within days from the date hereof.

ELEVENTH: The Licensee assumes all risk in the construction, installation, repair, maintenance, operation, relocation or removal of the structures covered by this license, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless The County of Westchester and/or the Westchester County Park Commission and the individual members thereof by reason of the making of this agreement, and from any and all claims, suits, losses, damages or injuries to person or property of every kind and nature, whether direct or indirect, arising out of the making of this agreement, or the carelessness or negligence of the Licensee, its servants, agents, contractors and employees, and to reimburse the Commission for any and all charges, fees, expenses, costs or judgments arising therefrom, and the Licensee shall, at its cost and expense, take out adequate insurance satisfactory to the Commission to protect the Commission and the County of Westchester, if requested.

TWELFTH: The Licensee shall be responsible for any damage or defacement caused by the Licensee, its servants, agents, contractors or employees to any and all structures, natural features or works existing, or constructed upon or adjacent to the premises, and shall promptly and satisfactorily repair or replace such parts or property as directed by the Commission; and in case of delay in repairing or replacing the same, the Commission shall have the right, as agent of the Licensee, to make such repairs and replacements at the cost and expense of the Licensee.

THIRTEENTH: Service upon the Licensee of any notice to be given under this license may be made by depositing the same in an enclosed post-paid envelope in any post office or post office letter box in Westchester County addressed to the Licensee at the address hereinbefore set forth, or by leaving the same with the superintendent, foreman or agent of the Licensee who may be in charge of the work being done on the property covered by this license.

FOURTEENTH: The Licensee shall place proper barricades, guards and lights around the work area.

FIFTEENTH: The Licensee may be required at its own cost and expense to employ a watchman at the site of the work for such times as directed by the Commission.

SIXTEENTH: It is expressly understood that the Commissioners are acting in a representative capacity and

SEVENTEENTH: Wherever the words, "Westchester County Park Commission" appear in this license, it shall be construed to mean "County of Westchester, Department of Parks, Recreation and Conservation."

DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

By

  
Commissioner  
President

~~Attest:~~

~~Secretary, Westchester County Park Commission~~

VILLAGE OF SCARSDALE

Licensee

By

Mayor

Title

Attest:

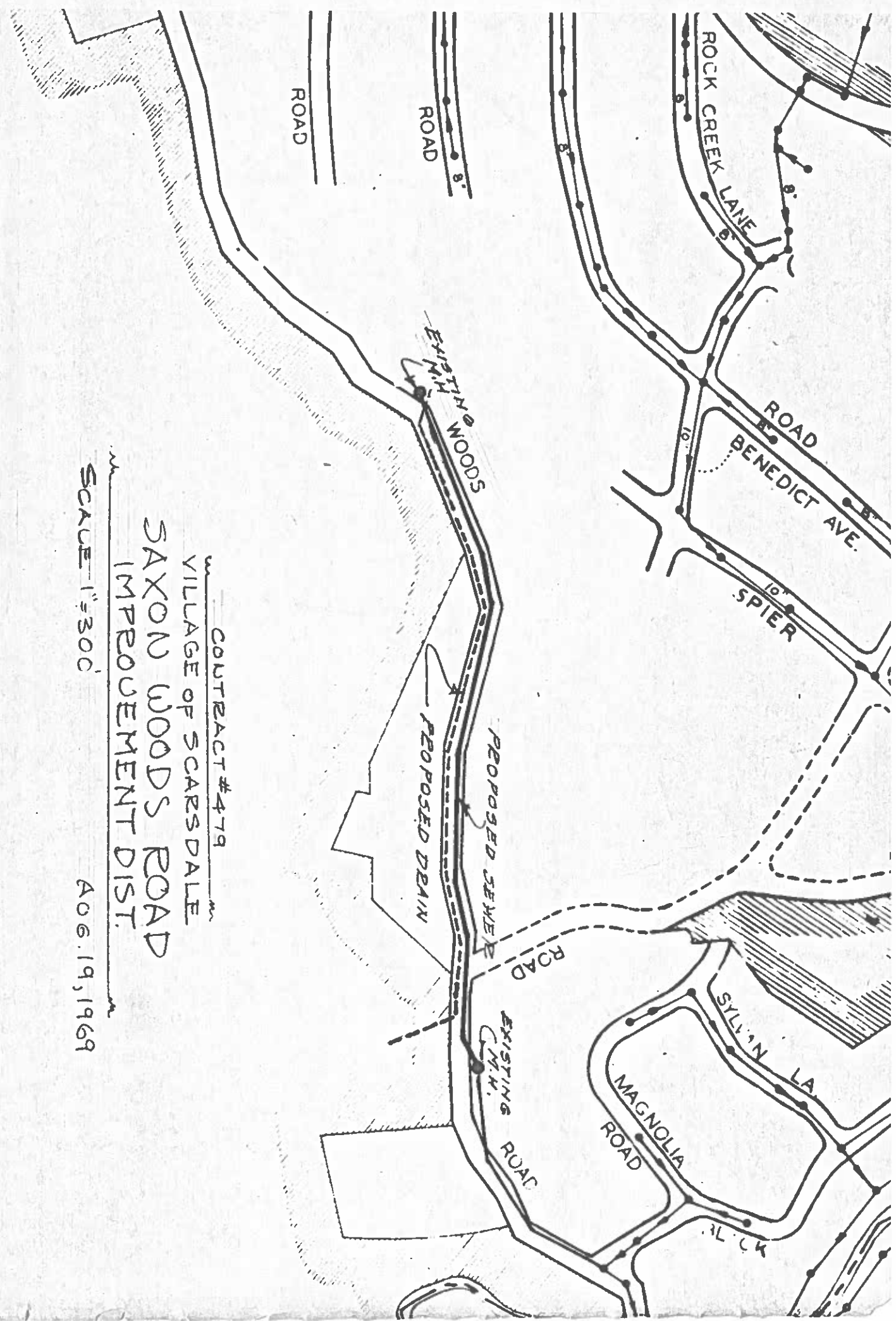
~~Josephine Lyons~~  
Village Clerk

~~Approved:~~

~~General Superintendent~~  
~~Westchester County Park Commission~~

Approved as to form: + *nothing to be done*

Deputy County Attorney



CONTRACT #479

VILLAGE OF SCARSDALE  
SAXON WOODS ROAD  
IMPROVEMENT DIST.

SCALE 1"=300' AUG. 19, 1969

722-3172