

VILLAGE OF



MAMARONECK  
NOT ON AGENDA

4A AGENDA REGULAR MEETING

JAN 9 1978

Village Hall  
Mamaroneck, N. Y. 10543

OFFICE OF THE  
VILLAGE MANAGER

TELEPHONE  
698-7400  
AREA CODE 914

December 21, 1977

Mayor and Board of Trustees  
Village of Mamaroneck, N.Y.

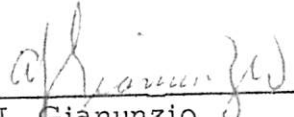
Subject: Westchester Joint Water Works Dam Project

Dear Madam and Gentlemen:

For the official record and filing in the Office of the  
Clerk-Treasurer, attached hereto are:

1. An agreement between the Westchester Joint Water Works and the Village of Mamaroneck, authorized by Resolution dated December 12, 1977 and
2. Related easement giving the Village access to the Westchester Joint Water Works property and the dam to perform the conditions of the agreement.

Respectfully submitted,

  
A. J. Gianunzio  
Village Manager

AJG:rf  
Encls.

MAINTENANCE AGREEMENT

THIS AGREEMENT made the 19 day of December, 1977, by and between WESTCHESTER JOINT WATER WORKS, a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office and place of business located at No. 1625 Mamaroneck Avenue, Mamaroneck, New York; hereinafter referred to as "WATER WORKS", and VILLAGE OF MAMARONECK, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office and place of business located at No. 169 Mount Pleasant Avenue, Mamaroneck, New York, hereinafter referred to as "VILLAGE OF MAMARONECK".

WITNESSETH

WHEREAS, the WATER WORKS is the fee owner of a certain dam located on the Mamaroneck River, in the Village of Mamaroneck, State of New York, and

WHEREAS, the said dam is no longer used for water supply purposes, and

WHEREAS, there will be certain modifications made to the said dam in accordance with the Plans and Specifications prepared for the County of Westchester by Hazen and Sawyer, Consulting Engineers, and

WHEREAS, it is vital to the Village of Mamaroneck who is bearing fifty (50%) percent of the cost of the modifications to the said dam with the County of Westchester bearing the remaining

fifty (50%) percent of the cost that the twin conduits and appurtenant improvements for flood control purposes be expedited and completed as quickly as possible, and

WHEREAS, it is the intent of this Agreement that the VILLAGE OF MAMARONECK have custody and control of the said dam and related pond areas for maintenance purposes; and

WHEREAS, it is the further intent of this Agreement that the VILLAGE OF MAMARONECK have the right of access to the said dam and related pond areas, as more fully set forth in the access Easement Agreement entered into between the parties hereto and intended to be made part hereof,

NOW THEREFORE, it is agreed as follows:

1. The VILLAGE OF MAMARONECK shall have the control and custody of the dam and related pond areas for maintenance purposes which includes but is not limited to:

a) Operation, maintenance and repair of the twenty-four (24") valve.

b) Maintenance and repair of the twenty-four (24") pipeline and intake structure.

c) Maintenance and repair of the twin conduits and screens, including the periodic cleaning thereof.

d) Maintenance of the access way to the interior of the dam, and keeping same secure.

2. The VILLAGE OF MAMARONECK shall bear all costs and assume all the responsibility for the maintenance above set forth.

3. The VILLAGE OF MAMARONECK agrees to indemnify and hold harmless the Water Works from any and all Claims and damages which arise out of or are occasioned by acts of the VILLAGE OF MAMARONECK, its agents or employees, in the use of the WATER WORKS dam for flood control purposes.

4. The VILLAGE OF MAMARONECK shall have the right of access to enter upon the Water Works property with personnel, tools, and equipment to carry out the intent of this maintenance Agreement as more fully set forth in the Access Easement Agreement., entered into between the parties hereto and intended to be made part hereof.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, legal assigns and representatives.

IN WITNESS WHEREOF, this Maintenance Agreement has been duly executed the day and year first above written.

WESTCHESTER JOINT WATER WORKS

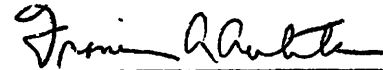
By *J. F. Vandernoot*  
Joseph F. Vandernoot, Chairman

VILLAGE OF MAMARONECK

By *A. J. Gianunzio*  
A. J. Gianunzio, Village Manager

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER ) ss:

On this 19 day of December, in the year 1977 before me personally came Joseph F. Vandernoot to me known, who, being by me duly sworn, did depose and say that he resides at 27 Walnut Avenue, Larchmont, New York; that he is the Chairman of the Board of Trustees of Westchester Joint Water Works, the public benefit corporation described in and which executed the foregoing instruments; that he knows the seal of said public benefit corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said public benefit corporation, that he signed his name thereto by like order.

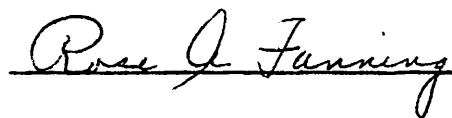


FRANCIS A. AULSTRA  
Notary Public in the State of New York  
No. 62-0112750  
Qualified in Westchester County  
Commission Expires March 30, 1979

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER ) ss:

On this 20 day of December, in the year 1977 before me personally came Armand J. Gianunzio, to me known, who, being duly sworn, did depose and say that he resides at 324 Ward Avenue, Mamaroneck, New York; that he is the Village Manager of Mamaroneck, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of Trustees of said municipality and that he signed his name thereto by like order.

ROSE A. FANNING  
Notary Public, State of New York  
No. 1158710  
Qual. in Westchester County  
Commission Expires March 30, 1979




EXTRACT FROM THE MINUTES OF THE ANNUAL MEETING OF THE BOARD OF TRUSTEES OF THE WESTCHESTER JOINT WATER WORKS, HELD JANUARY 3, 1978 IN THE OFFICE OF THE WESTCHESTER JOINT WATER WORKS, 1625 MAMARONECK AVENUE, MAMARONECK, NEW YORK. (MINUTES NOT YET APPROVED BY BOARD OF TRUSTEES)

RESOLVED: that the Maintenance Agreement dated December 19, 1977 entered into between the Westchester Joint Water Works and the Village of Mamaroneck is hereby amended to state that the duration of the agreement shall run in perpetuity, and it is

FURTHER RESOLVED: that the Maintenance Agreement may be cancelled only by the mutual written consent of the parties hereto.

I do hereby certify that I have compared the annexed Resolution with the original on file in my office, and that the same is a true and correct transcript therefrom and of the whole of the said original Resolution, which was duly passed by the Board of Trustees of the Westchester Joint Water Works, a quorum being present, on January 3, 1978.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the Westchester Joint Water Works, this 6th day of January, 1978.

  
\_\_\_\_\_  
Manager

**ACCESS EASEMENT AGREEMENT**

THIS Access Easement Agreement made this 19 day of December, 1977, by and between WESTCHESTER JOINT WATER WORKS, a public benefit corporation, duly organized and existing under the laws of the State of New York, having its principal office and place of business located at No. 1625 Mamaroneck Avenue, Mamaroneck, New York, hereinafter referred to as "WATER WORKS", and VILLAGE OF MAMARONECK, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office and place of business located at No. 169 Mount Pleasant Avenue, Mamaroneck, New York, hereinafter referred to as "VILLAGE OF MAMARONECK",

**WITNESSETH**

WHEREAS, the WATER WORKS is the fee owner of certain real property situated in the Village and Town of Mamaroneck, County of Westchester, State of New York, more particularly described in a Deed dated July 7, 1927, from New York Inter Urban Water Company to Westchester Joint Water Works No. 1, and recorded in the office of the Clerk of the County of Westchester, Division of Land Records on June 22, 1928 in Liber 2864 of Deeds at Page 139, and

WHEREAS, the Water Works is also the fee owner of a certain dam located on the Mamaroneck River, in the Village of Mamaroneck, State of New York, and upon which certain modifications will be made, and

WHEREAS, the Village of Mamaroneck is required to have access to the said dam and related pond areas for the purpose of entering upon Water Works property with personnel, tools and equipment to carry out the intent of a maintenance Agreement entered into simultaneously herewith between the parties hereto,

Now, therefore, it is agreed as follows:

1. WATER WORKS hereby gives, grants and conveys to the VILLAGE OF MAMRONECK, its successors and assigns forever, a twenty (20) foot Easement and Right of Way of ingress and egress across and over the property of the Water Works, said Access Easement and Right of Way being more particularly described in Schedule A, attached hereto and made part hereof.

2. Said Access Easement and Right of Way is conveyed for the purpose of giving the Village of Mamaroneck ready access to the Water Works dam and related pond areas for maintenance purposes.

3. Together with the right to the Village of Mamaroneck, its successors and assigns, to enter upon the property of the Water Works with personnel, machinery, vehicles, tools, equipment and material, at reasonable times, for the purpose of carrying out the terms of the Maintenance Agreement entered into between the parties hereto.



4. The VILLAGE OF MAMARONECK agrees to indemnify and hold harmless the WATER WORKS from any and all claims and damages which arise out of or are occasioned by acts of the VILLAGE OF MAMARONECK, its agents or employees, in connection with the rights granted under this Access Easement.

5. This Access Agreement is non-exclusive and Water Works reserves the right to grant other easements, rights of way and access to others in, over and across and through the lands of the WATER WORKS affected by this Access Easement hereby granted, provided, however, that any such Easements and Rights of Way granted to others will not prevent the use of this Access Easement for the purpose herein granted. In the event that the VILLAGE OF MAMARONECK no longer requires custody and control of the WATER WORKS dam for maintenance purposes or for any other reason, then the rights herein granted shall cease and all interest and right of the VILLAGE OF MAMARONECK in this Access Easement shall revert to the WATER WORKS, and the VILLAGE OF MAMARONECK shall notify the WATER WORKS that it no longer requires the Water Works dam for maintenance purposes, and the VILLAGE OF MAMARONECK shall upon the request of the WATER WORKS execute a proper recordable instrument releasing this Access Easement and the interest and rights of the VILLAGE OF MAMARONECK hereunder.

6. This Access Easement shall be binding upon and inure to the benefit of the parties hereto, their successors and legal assigns and representatives and shall run with the land.

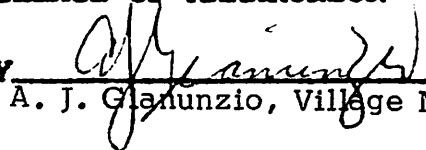
7. This Access Easement cannot be changed or terminated orally nor may any provisions thereof be waived except by an instrument in writing signed by the party to be charged.

IN WITNESS WHEREOF, this Access Easement duly has been executed the day and year first above written.

**WESTCHESTER JOINT WATER WORKS**

By   
Joseph F. Vandernoot, Chairman  
Board of Trustees


**VILLAGE OF MAMARONECK**

By   
A. J. Glanzio, Village Manager

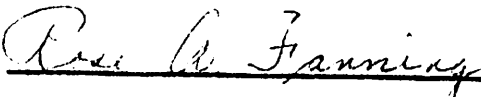
STATE OF NEW YORK )  
 )  
 ) SS:  
COUNTY OF WESTCHESTER )

On this 19 day of December, in the year 1977 before me personally came Joseph F. Vandernoot to me known, who, being by me duly sworn, did depose and say that he resides at 27 Walnut Avenue, Larchmont, New York; that he is the Chairman of the Board of Trustees of Westchester Joint Water Works, the public benefit corporation described in and which executed the foregoing instrument; that he knows the seal of said public benefit corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, that he signed his name thereto by like order.

STATE OF NEW YORK )  
 )  
 ) SS:  
COUNTY OF WESTCHESTER )

  
FRANCIS A. AULETTA  
Notary Public in the State of New York  
No. 80-0112780  
Qualified in Westchester County  
Commission Expires March 30, 1979

On this 20 day of December, in the year 1977 before me personally came Armand J. Gianunzio, to me known, who, being by me duly sworn, did depose and say that he is the Manager of the Village of Mamaroneck, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of Trustees of said municipality and that he signed her name thereto by like order.



ROSE A. FANNING  
Notary Public, State of New York  
No. 1156710  
Qual. in Westchester County  
Commission Expires March 30, 1979

## VILLAGE OF



## MAMARONECK

*Village Hall*

Mamaroneck, N. Y. 10543

OFFICE OF THE  
VILLAGE ENGINEER

TELEPHONE  
698-7400  
AREA CODE 914

December 23, 1977

SCHEDULE A

RE: Village of Mamaroneck Easement over Westchester Joint  
Water Works property

BEGINNING at a point on the Westerly side of Winfield Avenue, said point being 44.0 ft. South of the center of the Mamaroneck River at the Winfield Avenue Bridge; also known as Hadden's Bridge, thence running the following courses and distances through the property of the Westchester Joint Water Works #1; S 74° 26' W, 231.61 ft.; N 77° 34' W, 66.67 ft.; S 73° 46' W, 112.48 ft.; S 30° W 189.88 ft., S 65° W 15.86 ft. to the southerly corner of the Pump Building; thence running along the side of the said building, N 46° W 18.0 ft. thence continuing along the northeasterly side of the said building N 44° E, a distance of 22.0 ft. to a point on the top of the dam; thence running along the top of the Dam N 46° W, a distance of 85.0 ft.; thence running the following courses and distances; S 44° W a distance of 62.0 ft. S 46° E 109.13', N 65° E, 59.14 ft. N 30° E, 190.12 ft., N 73° 46' E, 99.32 ft. S 77° 34' E, 66.53 ft.; N 74° 26' E 231.39 ft. to a point on the Westerly side of Winfield Avenue; thence running along the said side of Winfield Avenue N 1° 01' W, a distance of 20.66 ft. to the point and place of beginning.

EXTRACTOOF MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK, NEW YORK, HELD MONDAY, DECEMBER 12, 1977 AT THE VILLAGE HALL.

RESOLUION - MAINTENANCE AGREEMENT - WESTCHESTER JOINT WATER WORKS - FLOOD CONTROL DAM PROJECT

On motion of Trustee Mastich, seconded by Trustee O'Neill:

BE IT RESOLVED that the Village Manager be and he hereby is authorized to enter into an agreement with the Westchester Joint Water Works, which agreement will provide for the maintenance of the screens covering the outlets on the proposed Dam project, and for the general disposal of debris collected in the Dam area; and be it

FURTHER RESOLVED that said agreement be supported by an easement which would permit access of Village personnel and equipment to perform such maintenance.

Ayes: Bastian, O'Neill, Gasparini  
Mastich, Oppenheimer

Nays: None

County of Westchester }  
Village of Mamaroneck } ss.:

I, the undersigned Clerk of the Village of Mamaroneck, Westchester County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of the Village of Mamaroneck, including the resolutions contained therein, held on the 12th day of December, 1977 with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Village this 13th day of December 1977

  
Village Clerk

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK, NEW YORK, HELD ON MONDAY, DECEMBER 12, 1977 AT THE VILLAGE HALL.

RESOLUTION  
INDEMNIFY AND SAVE HARMLESS COUNTY OF WESTCHESTER

WHEREAS, for the purposes of controlling flooding in the Village of Mamaroneck, the Village and Urban County have jointly agreed to construct two (2) conduits and screening therefor in the dam owned by the Westchester Joint Water Works located on property of the Village and contiguous to park land owned by the County of Westchester and designated as Saxon Woods Park; and

WHEREAS, by License Agreement dated May 7, 1932, the County of Westchester authorized the Westchester Joint Water Works to build and maintain a reservoir for potable water on land owned by the County of Westchester and located in Saxon Woods Park; and

WHEREAS, at the request of the Village, the County of Westchester will, notwithstanding the aforementioned License Agreement dated May 7, 1932, authorize the Village to use said reservoir for flood control purposes which will allow the emptying of the reservoir and any other action affecting the reservoir deemed necessary by the Village for flood control purposes.

NOW, THEREFORE, on motion of Trustee O'Neill, seconded by Trustee Bastian, it is

RESOLVED, that the Village Board of the Village of Mamaroneck hereby agrees that the Village of Mamaroneck will indemnify and save harmless the County of Westchester, its agents, officers and employees, from any and all claims and damages which arise out of or are occasioned by acts of the Village of Mamaroneck; its agents or employees, in the use of the Saxon Woods Reservoir for flood control purposes; the foregoing provisions concerning indemnification shall not be construed to indemnify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County or its employees; and it is further

RESOLVED that the Village of Mamaroneck will bear all costs resulting from the lowering of the Reservoir for the purpose of flood control, and it hereby assumes all responsibility for any lowering of the Reservoir and for the construction, maintenance and operation of two (2) conduits and the screening therefor and the cleaning of any debris therefrom.

County of Westchester }  
Village of Mamaroneck } ss. Ayes: Bastian, O'Neill, Gasparini,  
Mustich, Oppenheimer  
Nays: None

I, the undersigned Clerk of the Village of Mamaroneck, Westchester County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of the Village of Mamaroneck, including the resolutions contained therein, held on the 12th day of December, 1977 with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Village this 13th day December, 1977

*Joseph B. Zwick*  
Village Clerk