

# HARRISON ENGINEERING DEPARTMENT

Town/Village of Harrison  
Alfred F. Sulla, Jr. Municipal Building  
1 Heineman Place  
Harrison, New York 10528

Michael J. Amodeo, P.E., CFM  
Town/Village Engineer



May 1, 2023

Supervisor / Mayor Richard Dionisio and  
Members of the Town / Village Board  
Town of Harrison  
1 Heineman Place  
Harrison, New York 10528

E-29  
V-E-7

**Re: NYSDOT TAP Grant PIN 8762.51  
Union Avenue Pedestrian Safety Improvements Project  
Easement Agreement with Harrison School District**

Dear Supervisor/Mayor Dionisio and Members of the Town/Village Board:

Town / Village Board authorization is requested to execute an Intermunicipal Agreement (IMA) with the Harrison Central School District, in favor of the Town's future sidewalk installation along Union Avenue.

The subject of the agreement is located along the northern shoulder of Union Avenue, adjacent to the Harrison High School driveway entrance, and will facilitate the construction and maintenance of continuous sidewalk along Union Avenue, where sufficient right of way property is not available.

The Intermunicipal Agreement is detailed in the attached document along with a location map.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Amodeo", is written over the "Respectfully submitted," line.

Michael J. Amodeo, PE, CFM  
Town/Village Engineer

MJA/mep

Attachments



## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the TOWN/VILLAGE OF HARRISON, a municipal corporation, with offices located at 1 Heineman Place, Harrison, NY 10528 (the "GRANTEE") and the HARRISON CENTRAL SCHOOL DISTRICT, a school district of the State of New York, with offices located at 50 Union Avenue, Harrison, NY 10528 (the "GRANTOR").

### WITNESSETH:

**WHEREAS**, the GRANTOR owns and maintains Harrison High School property, its school buildings and facilities, located at 255 Union Avenue, Harrison, NY 10528 (hereinafter "School"); and

**WHEREAS**, the GRANTEE desires to utilize the School property at Harrison High School, which is mapped in Exhibit "A" and delineated in Exhibit "B", for the construction of sidewalks for use by students and employees of the School, as well as by Town/Village residents, upon the terms and conditions contained herein; and

**WHEREAS**, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into intermunicipal cooperative agreements for the performance between themselves or one for the other of their respective functions, power and duties;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The GRANTOR shall permit the GRANTEE to construct 300 feet of sidewalks, with curb ramps and a crosswalk, on School property at the location shown on the attached plan. The Town shall be solely responsible to purchase and install the sidewalks, curb ramps and crosswalk at the designated locations at the School. The GRANTEE shall provide the GRANTOR with information and specifications regarding the proposed sidewalks, curb ramps and crosswalks for review and approval by the GRANTOR. The anticipated construction duration for the proposed work is from April 2023 to April 2024.

2. The GRANTEE shall require in any contract with a contractor hired by the GRANTEE to install the sidewalks, curb ramps and crosswalk that the contractor agrees to indemnify and defend the GRANTOR, its officers, employees, agents and volunteers, against it and save it, its officers, employees, agents and volunteers, harmless from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) which are in any way related to the work undertaken by the contractor at the School, and to maintain liability insurance backing up its indemnity set forth above reasonably acceptable to the GRANTEE, naming the GRANTEE and GRANTOR as additional insureds and shall provide a copy of the certificate of insurance to the prior to commencement of any work at the School. Such certificate of insurance shall evidence that the insurance is in effect and cannot be cancelled on less than thirty (30) days' notice to the Town.

3. The sidewalks, curb ramps and crosswalk may not be removed from the School unless approved by the GRANTEE and the GRANTOR, unless the presence of the sidewalks, curb ramps and crosswalk are determined to be a health or safety hazard by Engineering judgement, in which case the GRANTOR can have the sidewalks, curb ramps and crosswalk removed upon at least five (5) business days' notice to the GRANTEE.



4. The GRANTOR may not restrict the usage of the sidewalks, curb ramps and crosswalk by any certain group of persons.

5. The GRANTOR shall own the sidewalks, curb ramps and crosswalk upon completion, and may not transfer ownership without the prior written approval of the other party.

6. The GRANTEE shall be responsible for repair of the sidewalks, curb ramps and crosswalk pursuant to this Agreement. Unless there is an emergency necessitating an immediate repair, the GRANTEE will provide at least three (3) business days' written notice to the GRANTOR prior to performing work on the sidewalks, curb ramps and crosswalk.

7. All School property must be restored to its original condition, if disturbed.

8. The GRANTOR and the GRANTEE shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability from the use of the sidewalks, curb ramps and crosswalk at the School. In addition, the GRANTEE shall name the GRANTOR as an additional insured on its liability insurance policy and the GRANTOR shall name the GRANTEE as an additional insured on its municipal liability insurance policy. The GRANTEE and the GRANTOR shall provide the other party with a certificate of insurance evidencing compliance with this provision.

9. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party (the "Indemnified Party") harmless to the maximum extent possible under law with respect to any obligations relating to or the use of the sidewalks, curb ramps and crosswalk. Accordingly, the Indemnifying Party agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the Indemnified Party, its officers, directors, agents and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the acts or omissions of the Indemnifying Party, its officers, directors, agents and/or employees in the performance of this Agreement, except to the extent of the negligence or willful misconduct of the Indemnified Party, its officers, directors, agents and/or employees. The Indemnifying Party's obligations under this section shall include the duty to promptly notify the other party of any claim received, to accept tender of defense and provide defense to the Indemnified Party at the Indemnifying Party's expense.

10. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

11. This Agreement shall be commensurate with the period of probable usefulness of the sidewalks as set forth in the Local Finance Law, the term to commence on April 7, 2021 and to end on April 7, 2036.

12. This Agreement shall be in place for 25 years.

13. This Agreement may not be assigned and/or revoked by either party.

14. This Agreement may not be superseded without NYSDOT consent.

15. This Agreement constitutes the entire understanding and agreement between the parties in connection with the subject matter contained herein and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

16. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

17. In the event any issue which is unanticipated in relation to the subject matter of this Agreement or by the parties occurs, the parties agree to communicate and to cooperate to address same.

18. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

19. This Agreement shall be governed in all respects by the laws of the State of New York. The parties hereby specifically consent to jurisdiction in the State of New York, Westchester County for any action or proceeding arising out of this Agreement.

20. The Town/Village of Harrison complies with the current State-Local Agreement between the Town/Village and New York State Department of Transportation.

21. This Agreement may be executed by electronic means and in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

22. This Agreement is subject to the approval of the Town/Village Board of the Town/Village of Harrison and the Board of Education of the Harrison Central School District.

23. That the Supervisor/Mayor of the Town/Village has executed this Agreement pursuant to Resolution adopted by the Town/Village Board, at a meeting thereof held on the \_\_\_\_\_ day of April, 2023 and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the Board of Education of the Harrison Central School District, at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**TOWN/VILLAGE OF HARRISON**

**HARRISON CENTRAL SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Richard Dionisio, Supervisor/Mayor

BY: \_\_\_\_\_



**TOWN/VILLAGE OF HARRISON ACKNOWLEDGEMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**HARRISON SCHOOL DISTRICT ACKNOWLEDGEMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

\_\_\_\_\_

NOTARY PUBLIC

EXHIBIT A

LOCATION MAP





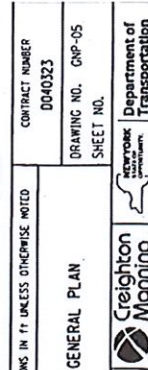
Imagery ©2023 Bluesky, Maxar Technologies, New York GIS, USDA/FPAC/GEO, Map data ©2023 100 ft

Location of proposed  
sidewalk on school  
property.

**EXHIBIT B**

**SITE PLAN**



[illegible]

ALTERED BY: ON:	
PREPARED BY: STEPHAN COLEWSKI, P.E. ON:	