

Agenda
Manlius Town Board
September 13, 2017
7:00PM

1. The Pledge of Allegiance
2. Approval of Minutes – August 23, 2017
3. Approval of Abstract # 17
4. 7:05PM - Public Hearing – Special Permit – Cell Tower Micro, 4645-4725 Enders Rd.
5. 7:10PM – Public Hearing – Special Permit – Cell Tower Micro, 700 Fayetteville-Manlius Rd.
6. Correspondence/New Business
 - a. Highway Superintendent
Onondaga County Snow Plow Agreement
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
Request for speed limit reduction Kirkville Rd. & Fremont Rd.
 - e. Police Chief
 - f. Town Board
Onondaga County Children & Family Services Agreement
 - g. Supervisor
7. Adjournment

A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, its County Executive, hereinafter called the "County," and the Town of Manlius, a municipal corporation of the State of New York, with offices at 301 Brooklea Drive, Fayetteville, New York 13066, hereinafter called the "Municipality";

W I T N E S S E T H:

WHEREAS, Section 135-A of the New York State Highway Law authorizes municipalities to enter into cooperative agreements for control of snow and ice conditions on County roads; and

WHEREAS, it is the desire of the parties to enter into such an agreement for snow and ice control;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

The term of this contract shall be from 10/26/17 through 05/31/2022. The County reserves the right to terminate this contract for cause at any time. The end of participation in this agreement prior to the expiration date of the contract by any Town or Village must be granted via resolution of the Onondaga County Legislature. Notice must be given by said Town or Village in writing to the Clerk of The Legislature and the Commissioner of Transportation by no later than June 30 of any given year.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement and notice to proceed has been given.

SCOPE OF SERVICES

The Municipality shall furnish the necessary tools, equipment, personnel and materials to clear such County roads, as indicated on the attached list, from snow and ice and shall sand and salt such County roads to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways and in accordance with the rules and regulations of the Onondaga County Department of Transportation.

The County may, upon written order, stop the work under any part of this Agreement if the methods or conditions are unsatisfactory or not in the best interest of the public.

COMPENSATION

For the renewal term, the County shall pay a flat per mile rate of \$7,287.00 in budget year 2018, and, thereafter, such rate shall be increased by 2% in each subsequent year, whereby the County shall pay a flat per mile rate of \$7,433.00 in budget year 2019; \$7,582.00 in budget year 2020; \$7,734.00 in budget year 2021; and \$7,889.00 in budget year 2022. One half of the estimated compensation shall be paid to the municipality on January 31st of each contract year and the reconciled balance shall be paid to the municipality by June 15th of said contract year.

In addition, the municipality will receive an additional payment for any winter with above average snow and ice activity as determined by the New York State Department of Transportation severity factor for Onondaga County. The severity factor for an average winter would be 1.00. If New York State determines a winter's severity factor for Onondaga County exceeded 1.00, that factor's percentage will be applied to the base rate per mile to determine the municipality's additional reimbursement.

The average price for diesel fuel, as paid by Onondaga County DOT, during the period of January 1, 2012 to September 30, 2012 was \$3.34 per gallon. In the event that the average price per gallon of diesel fuel was to increase to \$5.01 or more, the County agrees to renegotiate the base price per centerline mile paid to the Towns and Village for Snow and Ice Removal. The current Onondaga County contract price for untreated road salt is \$48.81 per ton. In the event that the price per ton of untreated road salt in any future contract were to increase to \$60 per ton or more, the County agrees to renegotiate the base price per centerline mile paid to the Towns and Village for Snow and Ice Removal.

All payment shall be made in accordance with procedures established by County's comptroller. Onondaga County Department of Transportation is hereby designated to act on behalf of County in directing and reviewing Municipality's services. Municipality shall report directly to Martin Voss, Commissioner or other designee.

DEFEND, INDEMNIFY, AND HOLD HARMLESS

To the fullest extent permitted by law, Municipality shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or any person for whose acts or omissions Contractor is legally responsible (Municipality's Person) or any subcontractor of Municipality (Municipality's Subcontractor) or any person for whose acts or omissions Municipality's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person.

LIABILITY INSURANCE

Municipality shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Municipality shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Municipality as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Municipality shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Municipality shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Municipality has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Municipality and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Municipality shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Municipality and other person or entity making or performing this agreement shall secure compensation for the benefit

of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Municipality shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Municipality, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Municipality's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Municipality, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Municipality is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Municipality's right, title, or interest in this agreement, or Municipality's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Municipality is an independent contractor. Neither Municipality, nor Municipality's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

CONFLICT OF INTEREST

At the time Municipality submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Municipality shall deliver to County's Department of Law, the attached affidavit certifying that Municipality has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Municipality. Municipality assumes full responsibility for knowing whether Municipality's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Municipality shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Municipality, Municipality's officers, Municipality's employees, Municipality's agents, and Municipality's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Municipality's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Municipality shall suspend all work and services, and County's payments to Municipality shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Municipality, and Municipality shall disclose the same. Municipality shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Municipality shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Municipality shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Municipality's officers, Municipality's employees, Municipality's agents, or Municipality's servants shall be deemed a conflict of interest of Municipality, giving rise to the duty to disclose.

Municipality shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

LICENSES AND PERMITS

Municipality shall obtain at Municipality's own expense all licenses or permits required for Municipality's services or work under this agreement, prior to the commencement of Municipality's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Municipality.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Municipality certifies that, except as noted, Municipality and any person associated with Municipality in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

County of Onondaga

Dated: _____ 20__

By: _____

Joanne M. Mahoney, County Executive MJM

Town of Manlius

Dated: _____ 20__

By: _____

Print Name and Title

Conflict Interest Affidavit

State of New York)
County of Onondaga) ss.:

_____, being duly sworn, deposes and says:
Print Name

Town of Manlius (Municipality) agrees that Municipality has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Municipality further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Municipality.

Signature

Sworn to before me on this
day of

20 .

Notary Public

COUNTY ROADS
UNDER TOWN SNOW REMOVAL

2017-2018
MANLIUS

<u>C.R. #</u>	<u>ROAD NAME</u>	<u>MILES OF SNOW REMOVAL</u>
115	Hubbs Corners - Schepps Corners (Peck Road)	0.82
	East Reservoir Road (Alverna Heights)	0.7
196	Troop K	1.54
169	Palmer - Peck Hill (Salt Springs to Rt. 173)	0.73
132	Salt Springs (.85 in village of Fayetteville)	4.86
8	Highbridge Road	0.22
109	Sweet Road (Rt. 173 to Rt. 5)	2.77
115	North School Road	0.1
115	South School Road	0.24
	Total	11.98

TOWN OF MANLIUS
TOWN CLERK'S OFFICE

AUG 29 2017

RECEIVED AND FILED

Allison Weber, Town Clerk
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066
aweber@townofmanlius.org

475 Summerhaven Dr N
East Syracuse, NY 13057
315-383-8321
celmore1221@gmail.com

August 28, 2017

Dear Ms. Weber,

Five years ago my happy, healthy, vibrant 17 year old son Austin was hit by a car while riding his bike to summer school. He was in a school crosswalk at the intersection of Kirkville and Fremont Roads. He died later that day from his injuries. I am writing to request the help of the Manlius Town Board in getting the speed limit reduced at this intersection.

There was a news story done recently about the ESM resource officer giving tickets to students for not wearing bike helmets. I believe that everyone involved in this story had the best intentions, but it was extremely distressing for Austin's family. The message of the story seems to be that if Austin had been wearing a helmet he would be here today, but that is not true. A helmet is designed to prevent head injuries when you fall off your bike or collide with a car going at a very low rate of speed. **A helmet could not protect him from the catastrophic injuries that result from the impact of a car going 45 mph.**

As a parent in the school district, I had a false sense of safety and security about letting my child ride his bike through this intersection because it is a school zone. Looking at all the factors now, I don't feel that it is safe and I would give anything to go back and change my decision about letting him ride his bike to school. I agree that helmets are important, but they're not enough. I truly believe that nothing (including bike helmets) is preventing another tragedy from happening there, until we significantly lower and strictly enforce the speed limit. There are many walkers who cross there also and they are not wearing helmets.

A lot of research has been done on speed limits in areas where there is pedestrian traffic and many communities are lowering their default speed limit to 25 mph in response. <http://visionzeronetwork.org/safety-over-speed/> Although it may not be possible to do this on every street in ESM, we certainly should be able to do it in a school zone, especially near the high school where the most kids cross on foot and bicycle, and where there are activities at night, on weekends, and during the summer. Everything I've read indicates that New York State school zones should be 15-25 mph, and that school speed limits are in effect during summer. Why is this one different?

Evidence shows that for pedestrians hit by vehicles at 20 mph the death rate is 5%. For pedestrians hit by vehicles at 30 mph the death rate is 45%. For pedestrians hit by vehicles at 40 mph the death rate is 95%. The steps that other communities have taken are proving that these tragedies are totally preventable. I hope that the school district, police department, town board, and county highway superintendent can work aggressively to prioritize safety over speed at this heavily used school crossing. We can save lives by the very simple act of making this school crossing speed limit the same as all others, 15-25 mph. What is preventing us from doing this?

Nothing I do will ever bring back my sweet, happy, smart, funny, talented, kind, beautiful son, but in his honor I will do everything in my power to prevent another tragedy from happening where he lost his life. I'm going to do whatever it takes to accomplish this, enlisting the help of my town, county and state elected officials. I know the ESM School District supports a speed limit change. I hope the Manlius Town Board will also support this effort. Please contact me if I can do anything to assist with this process.

Sincerely,
Catherine Elmore
Austin's Mom



(<http://visionzeronetwork.org/>)



JULY 25, 2017 ([HTTP://VISIONZERONETWORK.ORG/SAFETY-OVER-SPEED/](http://visionzeronetwork.org/safety-over-speed/)) | BY KATHLEEN FERRIER ([HTTP://VISIONZERONETWORK.ORG/AUTHOR/KATHLEEN/](http://visionzeronetwork.org/author/kathleen/)) IN NEWS ([HTTP://VISIONZERONETWORK.ORG/CATEGORY/NEWS/](http://visionzeronetwork.org/category/news/)), U.S. VISION ZERO CITIES ([HTTP://VISIONZERONETWORK.ORG/CATEGORY/U-S-VISION-ZERO-CITIES/](http://visionzeronetwork.org/category/u-s-vision-zero-cities/))

LANDMARK NATIONAL STUDY URGES SAFETY OVER SPEED

Vision Zero cities laud call for action to save 10,000 lives annually

We commend the work of the National Transportation Safety Board in issuing recommendations to dramatically reduce speed-related deaths and injuries and urgently raise public understanding of the deadly toll this under-addressed problem is taking nationwide.

Read the full press release from Vision Zero Network here.
(http://visionzeronetwork.org/wp-content/uploads/2017/07/7.25.17_PR_Vision-Zero-Network.NTSB-Speed-Study_FINAL.pdf)

In its landmark speed study, the NTSB, the nation's leading authority on crashes and prevention strategies, called for stepped-up national leadership and modernization of speed practices, including a multi-modal approach to set speed limits and use of proven technologies such as automated speed enforcement, among other effective countermeasures championed by a growing number of Vision Zero communities (<http://visionzeronetwork.org/resources/vision-zero-cities/>).

"For too long, speed policies have been stuck in neutral, at the expense of more than 10,000 lives lost each year," said Leah Shahum Director of the national Vision Zero Network, a non-profit promoting the goal of eliminating traffic fatalities and severe injuries. "Attention to this problem is long overdue. This

study should be a wake-up call to allow local communities the ability to manage speeds to save lives.”

NTSB identified dangerous speeds as an under-appreciated problem despite the fact that it poses one of the greatest threats to public safety. More than 112,000 people died in speeding-related crashes in the U.S. from 2005 to 2014, averaging more than 10,000 deaths each year. This is on par with the number of drunk driving fatalities during the same time period, NTSB reported, yet receives far less attention. The impacts of speeding also come with an economic cost estimated at \$52 billion in 2014, compared to \$44 billion in losses from drunk driving, according to the National Highway Traffic Safety Administration.



“Proven policies to reduce speeding in our communities have been held hostage at the expense of more than ten thousand lives lost and many more lives permanently altered each year,” said Shahum. “The real responsibility of prioritizing safety over speed falls not just on a driver’s behavior, but also on our policymakers and government institutions that have let this problem fester for too long. If NTSB’s recommendations are implemented, many fewer people will suffer and die needlessly.”

In its study, NTSB prevails on states to modernize speed practices and affirms the effectiveness of proven speed control technologies such as safety cameras, lower speed limits, and improved street design.

All of these tools are instrumental to reaching zero deaths and serious injuries. Where the majority of fatality crashes occur on local roads, local governments need the ability to set their own speeds. For too long, this hasn’t been possible. Luckily, implementing recommendations outlined in the report will change this.

THANKS TO VISION ZERO NEW YORK CITY HAS:

- LOWERED THE SPEED LIMIT TO 25 MILES PER HOUR
- CREATED A CITY-WIDE CAMERA ENFORCEMENT PROGRAM FOR SPEEDING
- DECREASED TRAFFIC FATALITIES BY 24%

**LEADING TO THE SAFEST SIX MONTH PERIOD
EVER IN THE FIRST HALF OF 2017.**

NYC

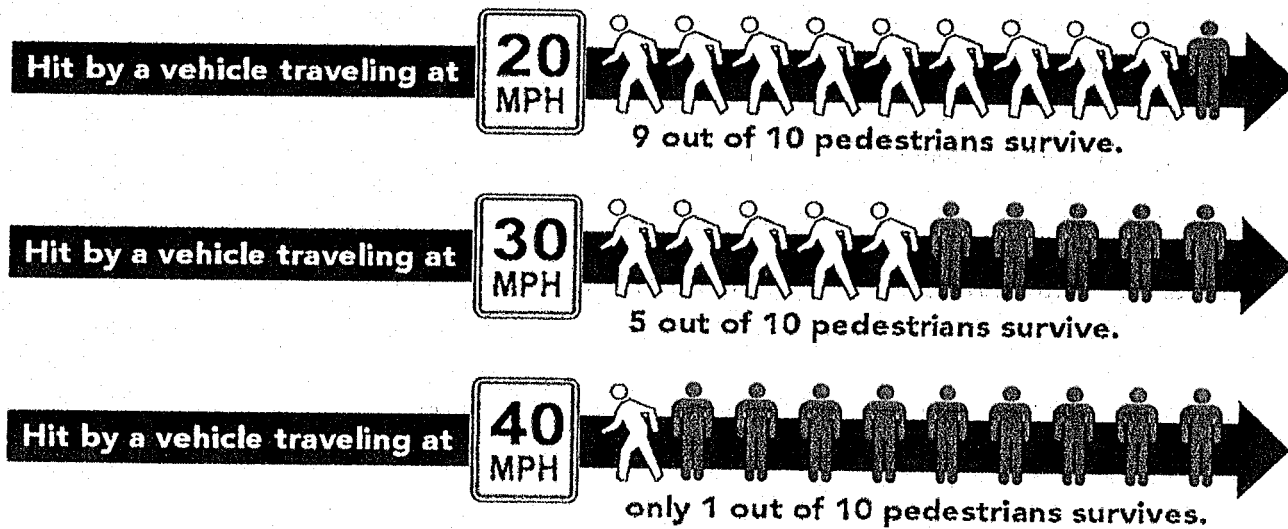
Download a synopsis of the NTSB speed study
(http://visionzeronetwork.org/wp-content/uploads/2017/07/NTSB_Abstract-Speeding-Related-Passenger-Vehicle-Crashes-2017.pdf)

Key Study Recommendations:

- Encourage states and localities to authorize the use of automated speed enforcement, which is proven to be effective in managing speed, improving safety.

- In Seattle after mobile speed cameras were established at 4 school zones in 2012, the number of citations issued decreased by 34%, year over year, equating to approximately 10,000 fewer speeding cars each year across the zones.
- More recently, Boston lowered speed limits from 30 to 25 mph with overwhelming city council support
- Montgomery County, Maryland installed speed cameras in 2007 and has reduced by 59% the likelihood of a driver exceeding the speed limit by more than 10 mph and by 19% the likelihood of crashes resulting in fatalities or incapacitating injuries, according to a study by the Insurance Institute for Highway Safety. The study estimates that if all U.S. communities had speed camera programs like the one in Montgomery County, MD, more than 22,000 fatal or incapacitating injuries would have been prevented on 25-35 mph roads nationwide in 2015.

Local control over speed management is essential and the NTSB study gives credence to these cities' long time struggles to achieve this control.



Study Findings Support Vision Zero Approach

Deadly crashes 3 times more likely on local roads than highways, and surprise, speed management strategies are proven to be successful

A selection of report findings are listed below.

- Speed increases the likelihood of serious and fatal crash involvement. This is why speed management and the ability for local cities to control speed is so critical to Vision Zero success.
- Local roads bear brunt of severe crashes. Speeding-related fatality rates on local roads are 3 times higher than on highways: 3.8 deaths per billion VMT on local roads compared to 1.2 deaths per billion VMT on highways. This data point may be surprising at the national level, and it underscores the important work happening in Vision Zero cities to make changes.
- Speed related crashes on par with alcohol. Between 2005 and 2014, even as the number of

- Revise traditional speed-setting standards to balance 85% approach with safe systems approach that better incorporates crash history, safety of pedestrians, bicyclists.
- Incentivize state and local speed management activities.
- Incorporate the safe system approach for urban roads to strengthen protection for vulnerable road users.
- Increase federal attention, leadership and funding of speed as a national safety priority.

Vision Zero Communities Champion Speed Management Measures

Leaders in many Vision Zero cities know all too well the challenges to reduce and manage speeds on community streets. Overly restrictive policies have limited cities' ability to prioritize safety over speed. State laws typically require states to

establish speed limits on local roads, and many states deny the use of safety cameras on cities without state approval. Many states still establish speeds based on people's behaviors, even when those behaviors include speeding.



Vision Zero cities are implementing speed management strategies at the local level and seeing results.

- In **New York City**, officials installed speed cameras in 2013, and lowered the speed limit (https://www.nytimes.com/2014/11/08/nyregion/a-lower-speed-limit-takes-effect-in-the-city-lower-speed-maybe-not-much.html?_r=1) in 2014 from 30 to 25 mph after state legislators approved the change. Combined with other Vision Zero strategies, the city has cut roadway fatalities by 23 percent in the last 3 years. City officials report that an under-appreciated benefit of the speed limit change was driver education on speeding. Prior to the speed limit change and awareness campaign, only 30% of New York City drivers could correctly identify the city's 30 MPH speed limit; afterwards awareness of the 25 MPH speed limit doubled to 60%.
- In **Portland**, a speed camera program initiated in 1995 has led to a 53% reduction in fatalities.
- **Washington, D.C.** installed speed cameras in 2001, one of the first programs in the U.S., and has seen speeding ≥ 10 mph over the speed limit cut from 1 in 3 to 1 in 40. Further, they have reported a 70% reduction in fatalities.



- **Historic, deadly speed setting practices may have unintended consequences.** The study provides a history of the use of 85% to adjust speed limits in the U.S. and concludes it may have unintended consequences of encouraging higher speeds. Anyone familiar with the (somewhat wonky) 85% rule knows how frustrating it is. It establishes speed standards based on drivers' habits – allowing drivers who *speed* to set a *higher speed limit* for others, even at the risk of deadly crashes and life changing injuries. Imagine basing alcohol standards on alcohol use among 85 out of 100 drivers. The limit would keep increasing thereby allowing more and more people to drink and drive, and kill

"As local communities step up to save lives by managing speed on our streets, we call for state and national government to advance NTSB's recommendations. It's literally the difference between life and death," says Leah Shahum.

Partner voices on Speed, NTSB Study

Assemblymember David Chiu, California, District 17

"You can change laws and increase speed limits, but you cannot change the laws of physics. Speed kills. And, it is causing 30 percent of all traffic deaths. Fortunately, proven strategies are available to address this neglected public health crisis, starting with setting speed limit policies that put safety first. Our communities deserve to have the ability to use the most effective tools to stop this senseless and preventable loss of life."

* Assemblymember Chiu championed a bill in 2017 to pilot automated speed enforcement in the two Vision Zero communities of San Francisco and San Jose.

Safe Routes to School Partnership, Cass Isidro, Executive Director

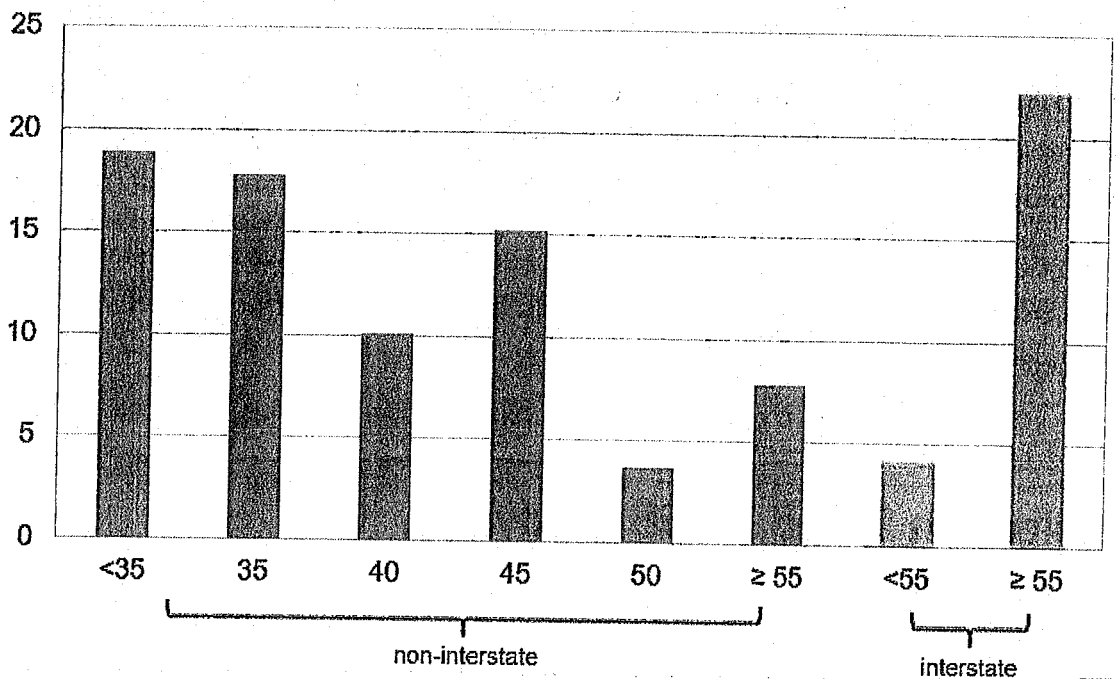
"Safe Routes to School initiatives get kids and families walking more — but a major barrier is high-speed, high-traffic roads. Unfortunately, local communities are hampered by confusing or outdated engineering practices and state restrictions that rob them of the ability to lower speed limits to protect kids and families. We applaud NTSB for calling attention to the critical matter of reducing speeds and protecting people of all ages."

Governors Highway Safety Administration, Jonathan Adkins, Executive Director

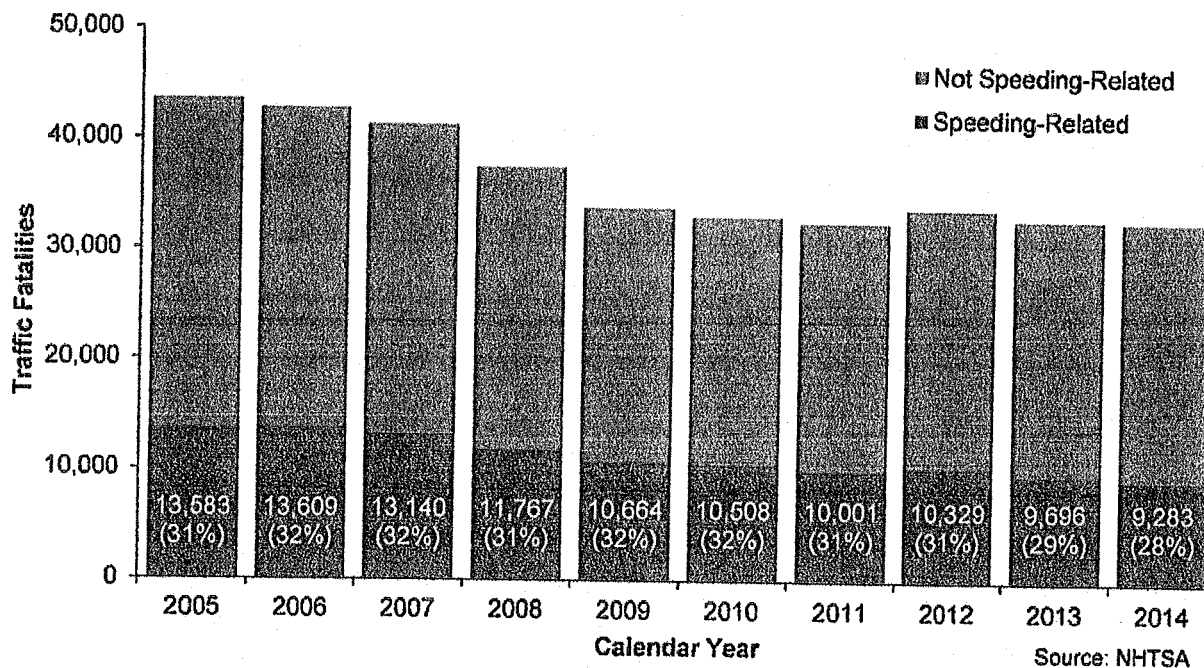
"GHSA thanks NTSB for studying and evaluating approaches to reduce speeding-related traffic crashes and raising awareness of this critical safety issue. This NTSB action should spur responses at the national, state and local levels to prioritize addressing excessive vehicle speeds along with other pressing traffic safety problems."

New York City, Polly Trottenberg, NYC Transportation Commissioner

Percent of speeding-related fatalities on urban roads by speed limit in 2015



traffic fatalities decreased, speed-related crashes consistently accounted for 31%, on par with alcohol related fatalities which also accounted for 31%.



- **Automated Speed Enforcement technology is effective.** States that permit automated speed enforcement have experienced positive results. Data in NTSB's report cites the review of 28 ASE studies, which collectively found the cameras reduced crashes 8-49%.

Resources

- IIHS speed management webpage and research
(<http://www.iihs.org/iihs/topics/t/speed/topicoverview>)

Recommended as Best Practices research on speed cameras:

- Guidelines for speed enforcement cameras, NHTSA, FHWA, 2008
(<https://ntl.bts.gov/lib/30000/30100/30166/810916.pdf>)
- Automated Enforcement for Speeding and Red Light Running, NCHRP, TRB, 2012
(https://safety.fhwa.dot.gov/speedmgt/ref_mats/fhwasa1304/resources2/27%20-%20Automated%20Enforcement%20for%20Speeding%20and%20Red%20Light%20Running.pdf)
- Automated Speed Enforcement Implementation: Survey Findings and Lessons Learned from Around the Country, City and County of San Francisco, Office of the Controller, 2015
(<http://sfcontroller.org/sites/default/files/FileCenter/Documents/6928-Automated%20Speed%20Enforcement%20Implementation%20-%20Survey%20Findings%20and%20Lessons%20Learned%20From%20Around%20the%20Country.pdf>)

NHTSA/ FHWA Speed Management Program Plan

- Speed Management Program Plan, NHTSA, FHWA, FMCSA
(https://safety.fhwa.dot.gov/speedmgt/ref_mats/docs/speedmgtprogplan812028.pdf)



"In New York City, our aggressive effort to reduce speeding on our roadways has helped save lives. But we need more action at the state level to achieve Vision Zero. Backed with the results of the NTSB report, we call on the Federal government to lead the way by encouraging state governments to allow their localities to use the proven roadway safety tools and strategies that save lives."

Montgomery County Police Department, Traffic Division, Captain Thomas Didone, Director

"Speed cameras, when incorporated into an agency's traffic plan and managed with integrity, being void of political influence, are a valuable tool to change driver behavior and effectively reduce speeding that will ultimately save lives."

Family advocate, Kathy Sokolic, Austin, Texas

"By not allowing for slower speeds and modernized street designs, our local communities are being limited in providing safe conditions in our neighborhoods. This puts us all in danger and doesn't need to be this way, as this new study shows."

**Kathy's 9-year-old nephew Ben was hit by a driver in 2016 in his Austin, Texas neighborhood. Ben suffered incapacitating injuries and requires 24-hour care.*

Family advocate, Jenny Yu, San Francisco, California

"Every day is a struggle for my mom physically, mentally and emotionally, and it is a daily challenge for my siblings and I to tend to her every need. Our government leaders say safety is their number one priority. They must make good on that pledge by taking action now to ensure our roadways are safe."

**In 2011, Jenny's mother Judy Yu, now 66, suffered severe brain damage when she was hit by a speeding car while walking in a crosswalk in San Francisco.*

Bike Walk Tampa, Christine Acosta, Executive Director

"It is unacceptable that 228 people lost their lives on Hillsborough County roadways, and 2,945 statewide in 2016. Florida continues to be one of the most dangerous states, especially for those of us walking and bicycling. These are lives that will be saved when our elected leaders use this study and make safety their top priority. We urge them to choose safety over speed."

The League of American Bicyclists, Ken McLeod, Policy Director

"The League of American Bicyclists has long supported (<http://bikeleague.org/sites/default/files/Speed%20Limit%20and%20enforcement.pdf>) the enforcement of speed laws and efforts to lower speed limits through enforcement and roadway design in order to improve the safety of people who bike. In recent years, speed reduction has been identified by our constituents (<http://bikeleague.org/content/policy-priorities-bikeped-professionals>) as one of their top priorities."

PREVIOUS STORY



Building Capacity & Empowering
People with Funding: Key to Vision
Zero

(<http://visionzeronetwork.org/building-capacity-empowering-people-critical-part-of-vision-zero/>)

NEXT STORY



National Study Calls for Overhaul of
Outdated Approach to Deadly
Speed Epidemic on U.S. Roadways

(<http://visionzeronetwork.org/national-study-safety-over-speed/>)

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Centering Safety at Metropolitan Planning
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National Study Calls for Overhaul of Outdated
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Tuesday, 15, Aug

Landmark National Study Urges Safety Over Speed (<http://visionzeronetwork.org/safety-over-speed/>)

Tuesday, 25, Jul

Recent Tweets

Thank you @PlacesForBikes. #safetyoverspeed <https://t.co/zbgMljPasQ> (<https://t.co/zbgMljPasQ>)

Can regional govt play a role in creating safe streets? Absolutely. Read our new report - Centering safety at MPOs... <https://t.co/C8hzFMsj9H> (<https://t.co/C8hzFMsj9H>)

RT @tooledesign: The @Visionzeronet just released guidance helping communities & regional orgs collaborate & move towards #VisionZero <https://t.co/C8hzFMsj9H>

Program IMA for Youth Services 2017A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by authority granted by Joanne M. Mahoney, Onondaga County Executive to the Commissioner of the DEPARTMENT OF CHILDREN AND FAMILY SERVICES, by its Acting Commissioner Ann Rooney ("Commissioner"), having its principal office at 421 Montgomery Street, Syracuse, New York 13202, and **Town of Manlius**, hereinafter called the "PROVIDER", which is a Town, having its principal office located at 301 Brooklea Drive, P.O. Box 9, Fayetteville, NY 13066, and wishes to contract with COUNTY for the provision of services to youth in the Central New York region;

W I T N E S S E T H:

WHEREAS, "COUNTY" shall mean the County of Onondaga; and

WHEREAS, "Municipal Entity" shall mean:

(1) a board of education as defined in Section Two of the New York State Education Law; or

(2) trustees of a common school district as defined in Section 1601 of the New York State Education Law; or

(3) A City, Village, Town or County as defined in General Municipal Law, and any subdivision thereof, including subdivisions thereof representing Departments of Police, Sheriffs, Parks and Recreation; and

WHEREAS, "OCFS" shall refer to the New York State Office of Children and Family Services; and

WHEREAS, "PROVIDER" shall mean a Municipal Entity approved by the County to provide services to youth in accordance with requirements set by OCFS in distributing its allocation to the County of funds for programs and services to youth; and

WHEREAS, the PROVIDER warrants that it can meet the goals and needs of youth by providing services in the context of its Recreation Program and Police Youth Aid Division, as more specifically outlined in the attached application dated for allocation of OCFS youth services funds dated July 1, 2017, which was approved by the County under applicable provisions of the New York Executive Law, Social Services Law and in compliance with the New York Code of Rules and Regulations, and shall comply with all other applicable federal, state and local laws; and

WHEREAS, the PROVIDER has been approved by the COMMISSIONER to provide youth services in accordance the approved application, and in compliance with New York State Executive and Social Services Laws; and

NOW, THEREFORE, in order to make available those services to youths in the Central New York Community as determined by the Department, the parties hereto mutually agree as follows:

SERVICES

The PROVIDER shall provide appropriate services for youths to attend the PROVIDER'S program during the term of this Agreement.

DOCUMENTATION

The PROVIDER shall have on file and/or furnish, upon request to the COUNTY with monthly claims, the required documentation for all children enrolled in its programs. Requirements shall include, but not be limited to:

1. The record shall contain sufficient information which:
 - supports the services rendered, including dates of service delivery;
 - documents the results of services;
 - is consistent with claim for reimbursement.
2. Pertaining to records, unprofessional conduct is defined as the act of revealing personal identifiable facts, data or information obtained in a professional capacity without the prior consent of the parent or legal guardian, except as provided by law.
3. The PROVIDER will comply with all federal and state records retention requirements. Evidence must be submitted to the municipality documenting the policy and procedures of the provider regarding record retention including filing, archiving and storage arrangements. In the event that the PROVIDER program closes for any reason, location and destroy dates of such records must be submitted in writing to the COUNTY.

FISCAL

All financial arrangements for services under this contract shall be between the COUNTY and PROVIDER. No parent or any other person shall be required or requested to make any payment for tuition, program fees, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this contract.

1. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. PROVIDERS agree to document delivery of services provided to all children in the manner prescribed by the COUNTY.
2. The PROVIDER shall submit an accurately completed claim with proper documentation to the COUNTY for services rendered not later than January 15, 2018, or thirty (30) days from the execution of this Agreement, whichever date is later.
3. The PROVIDER shall include, with the claim, with detailed

documentation of expenses incurred in performance of this Agreement.

4. The PROVIDER shall submit any and all data as required by the COUNTY for budgeting, reimbursement and forecasting. The PROVIDER shall prepare and make available such statistical, financial and other reports as required. All documents and records shall be consistent with New York State and Federal financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the PROVIDER for such time as mandated by Federal and State requirements.
5. These records shall be subject at all reasonable times to audit.
6. The PROVIDER certifies that all information submitted for payment will be true, accurate and complete. The PROVIDER acknowledges that this information may be used for billing and payment and satisfaction of the claim from federal and/or state funds. The PROVIDER understands that any false claims, statements or documents, or concealment of material facts, may be prosecuted under applicable federal and state laws. The PROVIDER certifies that all services reported have been provided by or under the direction of a qualified provider in accordance with all applicable requirements of the State and Federal Laws and Regulations. Any errors discovered after submission will be immediately reported by the PROVIDER to the COUNTY for adjustment.

REIMBURSEMENT

The COUNTY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for expenditures made for contracted services and related expenses incurred following completion and submission of COUNTY-required forms and sufficient documentation to support claims for related expenses incurred in performance of this Agreement.

COMPENSATION

The Department will pay the Contractor according to the following terms and conditions:

a. Allocation

The maximum compensation that may be paid under this agreement is \$2,634 for Recreation Program, and \$3,283 for Police Youth Aid Division, for a total compensation of \$5,917.

b. Actual Compensation

Actual compensation shall be determined by actual expenses incurred. Any unexpended funds which have been paid to the Contractor pursuant to the Agreement shall be accounted for and refunded to the County within thirty (30) days.

AGREEMENTS

In the event that the COMMISSIONER withdraws approval for the operation

of any program or service at any site as approved hereunder, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from the scope of services covered under this Agreement. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site covered by the scope of this Agreement, the PROVIDER shall give written notice of such intention to the COUNTY not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program or service from the scope of services covered under this Agreement.

TERMS

This contract shall take effect as of January 1, 2017 and terminate on December 31, 2016; unless this agreement shall be deemed to have terminated at any time that the COMMISSIONER withdraws approval for the PROVIDER to provide services or programs for youths. This contract may be renewed upon notification by the COUNTY, and acceptance by the PROVIDER at least thirty (30) days prior to the expiration of the existing term.

1. The PROVIDER shall not reassign this contract.
2. The COUNTY and the PROVIDER shall observe and require the observance of all applicable federal and NYS requirements relating to confidentiality of records and information by all subcontractors and their employees.

TERMINATION OF CONTRACT

The COUNTY shall have the right to terminate this Agreement, on the following basis:

1. If the PROVIDER fails to fulfill in a timely and proper manner its obligations under this agreement.
2. If the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses funds from whatever source.
3. If an agency PROVIDER knowingly fails to act upon the conviction of an employee or employees of a criminal offense that may reflect on the ability to provide these services in a manner or environment that provides for the highest degree of emotional and physical welfare and safety for the youths participating in the program.
4. Upon failure of the PROVIDER to cooperate with an audit by the County.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or

property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to PROVIDER if self-employed, PROVIDER's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the PROVIDER.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if PROVIDER serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from PROVIDER to PROVIDER's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, PROVIDER provides to the County a duly certified letter from PROVIDER's insurer(s): (i) Giving notice to PROVIDER that the claim is not within the scope of coverage of insurance contracts that PROVIDER is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (PROVIDER's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to PROVIDER's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim for damages caused by the negligence or other fault of the PROVIDER.

The PROVIDER further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

PROVIDER shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to PROVIDER AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from PROVIDER's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to PROVIDER if self-employed, PROVIDER's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the PROVIDER shall not be

required to name the County as an additional insured on policies issued to it for the professional liability of the PROVIDER.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or its authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured, and which state acceptable limits of liability and expiration dates, shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The PROVIDER agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than \$1 Million (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage. The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

DUTY TO MAINTAIN CONFIDENTIALITY

The PROVIDER agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

NON-ASSIGNABILITY

The PROVIDER shall not assign this contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this contract as an amendment.

NON-DISCRIMINATION

No discrimination because of race, color, national origin, ancestry, disability, gender, sexual orientation or religion shall be made in the employment of persons to perform services under this contract. PROVIDER agrees to meet all requirements of the State and federal laws pertaining to non-discrimination in employment.

SEPARABILITY: WAIVER

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of same by the other party.

APPLICABLE LAW

This contract shall be governed by the laws of the State of New York.

ENTIRE CONTRACT

The terms of this contract, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this contract will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic contract, and is approved by the Commissioner.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the PROVIDER covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights. PROVIDER covenants and agrees to comply with statutory and regulatory obligations regarding individuals or entities whose participation in Federal programs including Medicaid, has been restricted, terminated or excluded under the provisions of 42 CFR 1001.

LICENSES AND CERTIFICATES

The PROVIDER hereby agrees that it will obtain at its own expense all licenses or certificates for the work performed under this contract, as required by law, prior to the commencement of work and at points of renewal.

CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA DEPARTMENT OF CHILDREN
AND FAMILY SERVICES

Dated: _____ 2017

By: _____
ANN ROONEY, DEPUTY COUNTY EXECUTIVE
AND ACTING COMMISSIONER

Town of Manlius

Dated: _____ 2017

By: _____
Name:
Title:

State of NEW YORK)
County of ONONDAGA) ss.:

On the ____ day of _____ in the year 2017 before me the undersigned, personally appeared ANN ROONEY, 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 she executed the same in her capacity as ACTING COMMISSIONER of the Onondaga County Department of Children and Family Services and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

State of NEW YORK)
County of ONONDAGA) ss.:

On the ____ day of _____ in the year 2017 before me personally came _____, who, being by me duly sworn, did depose and say that that ____ (he or she or they) is (are) the (title) _____ of Town of Manlius, the municipal entity described in and which executed the above instrument; and that ____ (he or she or they) signed ____ (his or her or their) name(s) thereto by authority of the governing body of said municipal entity.

Notary Public