a town for a lifetime
IRONDEQUOIT New York

**REGULAR TOWN BOARD MEETING**

**June 16, 2026**

**7:00 PM**

**AGENDA**

06/12/2026 2:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**SUPERVISOR'S REMARKS & ANNOUNCEMENTS**

**PRESENTATIONS:**

Bonadio Group

**PROCLAMATIONS**

**PUBLIC INPUT**

**FINANCIAL REPORT**

**APPROVAL OF MINUTES**

May 11, 2026 Workshop Meeting Minutes

May 19, 2026 Regular Town Board Meeting Minutes

**PUBLIC HEARINGS:**

**7:35 PM** **On the Matter of Approving the Extension of the Consolidated Sewer District to Include 628 Seneca Rd**

**PH2026-01** Resolution approving the Extension of the Consolidated Sewer District to Include 628 Seneca Rd

**7:36 PM** **On the Matter of a Proposed Local Law Imposing a Six-Month Moratorium on New Licenses for Peddlers, Hawkers, and Door-to-Door Solicitors within the Town of Irondequoit**

**PH2026-02** Resolution Enacting a Local Law Imposing a Six-Month Moratorium on New Licenses for Peddlers, Hawkers, and Door-to-Door Solicitors Within the Town of Irondequoit

## ITEM(S) FOR BOARD ACTION:

### Community Development:

**6A2026-1** Resolution Calling for A Public Hearing on The Matter of Rezoning 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44, 48 Buell Drive (Northside Manor Apartments) From R-2 Residential District R-5 Residential

**6A2026-2** Resolution Authorizing a Meeting Date Change for The October Conservation Board Meeting

### Comptroller:

**6A2026-3** Resolution Authorizing the Annual Audit of the Town Courts

**6A2026-4** Resolution Authorizing an Agreement with The Catholic Charities Family and Community Services for Non-Medical Home Support Services to The Elderly as Approved Through the Community Development Block Grant During August 1, 2026, Through July 31, 2027

**6A2026-5** Resolution Authorizing an Agreement with The Housing Council at Pathstone for Housing Counseling Services to Low- And Moderate-Income Residents as Approved Through the Community Development Block Grant During August 1, 2026, Through July 31, 2027

**6A2026-6** Resolution Authorizing an Agreement with The Irondequoit Community Cupboard to Provide Healthy Food Choices to Low-Income Residents as Approved Through the Community Development Block Grant During August 1, 2026, Through July 31, 2027

**6A2026-7** Resolution Authorizing an Agreement with Lifespan of Greater Rochester, Inc. For The "Home Safe Home for Seniors" Program of Support Services to The Elderly as Approved Through the Community Development Block Grant During August 1, 2026, Through July 31, 2027

**6A2026-8** Resolution Authorizing an Agreement with Lifespan of Greater Rochester, Inc. For Transportation Services to The Elderly as Approved Through the Community Development Block Grant During August 1, 2026, Through July 31, 2027

**6A2026-9** Resolution Authorizing an Amendment to the 2026 Library Budget

**6A2026-10** Resolution Authorizing the Town Supervisor to Enter into An Agreement for Planning & Zoning Engineering Services

**6A2026-11** Resolution Authorizing the Town Supervisor to Enter into An Agreement for Public Works Engineering Services

**6A2026-12** Resolution Calling for A Public Hearing Regarding the Renewal of a Cable Television Franchise Agreement with Spectrum Northeast, LLC, Locally Known as Charter Communications

**Police:**

**6A2026-13** Resolution Authorizing Two (2) Sergeants to Attend On-Scene Tactical Leadership Training Hosted by Livington County Sheriff's Office

**Public Works:**

**6A2026-14** Resolution Authorizing the Supervisor to Enter into An Intermunicipal Agreement with The Irondequoit Fire District

**6A2026-15** Resolution Declaring Certain Equipment Surplus Property

**Town Clerk:**

**6A2026-17** Resolution Approving a Special Event License for The Irondequoit Little League End of The Year Celebration

**6A2026-18** Resolution Calling for a Public Hearing on a Proposed Local law to Amend Chapter 175 (Records) of the Town Code

**6A2026-19** Resolution Regarding the Town's FOIL Policy

**Supervisor:**

**6A2026-20** Resolution Adopting a Town Safety Policy

**Upcoming Meetings:**

| | | |
|---|---|---|
| Workshop Meeting | July 13, 2026 | @ 4:00PM |
| Regular Town Board Meeting | July 21, 2026 | @ 7:00PM |

**EXPENSES**

| Fund | Original Budget | Amended Budget | Cumulative, Year to Month End: Expended | Encumb'd | Available Balance | Percent of Year Elapsed | Percent of Budget Spent & Enc'brd |
|---|---|---|---|---|---|---|---|
| | | | | 11,965,992 | | | |
| A001 General (includes cemetery) | 28,950,290 | 29,272,079 | 10,412,554 | 1,553,438 | 17,306,087 | 41.7% | 40.9% |
| percent of amended budget | | | 35.6% | 5.3% | 59.1% | | |
| L005 Library | 3,044,081 | 3,107,131 | 1,436,133 | 21,586 | 1,649,412 | 41.7% | 46.9% |
| percent of amended budget | | | 46.2% | 0.7% | 53.1% | | |
| DA21 Highway # 1, Road Impvts. | 4,312,117 | 4,345,990 | 1,419,027 | 1,088,704 | 1,838,259 | 41.7% | 57.7% |
| percent of amended budget | | | 32.7% | 25.1% | 42.3% | | |
| DA23 Highway # 3, Equipment Maint. | 1,357,671 | 1,383,007 | 572,299 | 135,586 | 675,122 | 41.7% | 51.2% |
| percent of amended budget | | | 41.4% | 9.8% | 48.8% | | |
| DA24 Highway # 4, ROW / Winter | 607,002 | 611,787 | 369,742 | 25,768 | 216,276 | 41.7% | 64.6% |
| percent of amended budget | | | 60.4% | 4.2% | 35.4% | | |
| SS31 Consolidated San. Sewer Dist. | 4,070,596 | 4,116,167 | 1,123,314 | 166,025 | 2,826,828 | 41.7% | 31.3% |
| percent of amended budget | | | 27.3% | 4.0% | 68.7% | | |
| SD38 Stormwater Drainage Dist. | 1,031,484 | 1,033,987 | 200,107 | 66,984 | 766,897 | 41.7% | 25.8% |
| percent of amended budget | | | 19.4% | 6.5% | 74.2% | | |
| SS32 Bayshore Blvd Sewer District | 9,365 | 9,365 | 0 | 0 | 9,365 | 41.7% | 0.0% |
| percent of amended budget | | | 0.0% | 0.0% | 100.0% | | |
| SS36 LaSalle Landing Sewer District | 136 | 136 | 0 | 0 | 136 | 41.7% | 0.0% |
| percent of amended budget | | | 0.0% | 0.0% | 100.0% | | |
| SS39 Rock Beach San. Sewer Dist. | 7,236 | 7,236 | 0 | 0 | 7,236 | 41.7% | 0.0% |
| percent of amended budget | | | 0.0% | 0.0% | 100.0% | | |
| SS40 Orland Road San. Sewer Dist. | 16,139 | 16,139 | 0 | 0 | 16,139 | 41.7% | 0.0% |
| percent of amended budget | | | 0.0% | 0.0% | 100.0% | | |
| SW51 Sea Breeze Water District | 1,362,236 | 1,362,236 | 516,990 | 0 | 845,246 | 41.7% | 38.0% |
| percent of amended budget | | | 38.0% | 0.0% | 62.0% | | |
| SL71 - SL98 Lighting Districts | 54,300 | 54,300 | 12,996 | 0 | 41,304 | 41.7% | 23.9% |
| percent of amended budget | | | 23.9% | 0.0% | 76.1% | | |
| TOTAL | 44,822,653 | 45,319,560 | 16,063,163 | 3,058,091 | 26,198,307 | 41.7% | 42.2% |
| | | | 19,121,253 | | | | |
| Percent of Amended Budget Spent | | | 35.4% | | | | |
| Percent of Amended Budget Encumbered | | | | 6.7% | | | |
| Total Percent Spent & Encumbered | | | | | | | 42.2% |
| Tax Levy Sensitive | 38,280,662 | 38,729,495 | 14,209,755 | 2,825,082 | 21,694,658 | 41.7% | 44.0% |
| Total Spent + Encumbered | | 17,034,837 | 36.7% | 7.3% | 56.0% | | 44.0% |

6,276,790 6,340,783 2,361,068 37.2% 1,250,058 19.7% 56.95%

**REVENUES**

| Fund | | Original Budget | Amended Budget | Cumulative Receipts Through This Month | Balance to be Received | Percent of Real Estate Tax | Percent of Year Elapsed | Percent of Revenue Received |
|---|---|---|---|---|---|---|---|---|
| 001 General: | | | | | | | | |
| Real Estate Tax | (A001-410010) | 12,814,416 | 12,814,416 | 12,814,416 | 0 | 64.5% | | 100.0% |
| Payment In Lieu of Tax | (A001-410811/12) | 305,409 | 305,409 | 198,222 | 107,187 | | | 64.9% |
| Sales Tax | (A001-411200) | 7,100,000 | 7,100,000 | 889,082 | 6,210,918 | | | 12.5% |
| Per Capita State Aid | (A001-430010) | 613,283 | 613,283 | 0 | 613,283 | | | 0.0% |
| Mortgage Tax | (A001-430050) | 1,000,000 | 1,000,000 | 0 | 1,000,000 | | | 0.0% |
| Interest Earnings | (A001-424010) | 60,000 | 60,000 | 44,160 | 15,840 | | | 73.6% |
| Franchise Cable TV | (A001-411700) | 495,000 | 495,000 | -2,559 | 497,559 | | | -0.5% |
| Recreation Program Fees | (A001-420010) | 895,100 | 895,100 | 667,642 | 227,458 | | | 74.6% |
| Cemetery Revenues | (A001-421900/426650) | 149,000 | 149,000 | 46,615 | 102,385 | | | 31.3% |
| Fines & Bail Forfeitures | (A001-426100) | 101,000 | 101,000 | 33,388 | 67,612 | | | 33.1% |
| Other Sources of Revenue | | 2,517,082 | 2,538,862 | 810,879 | 1,727,983 | | | 31.9% |
| Appropriated Fund Balance | | 2,900,000 | 2,900,000 | 2,900,000 | 0 | | | |
| Total, Revenue & Fund Balance | | 28,950,290 | 28,972,070 | 18,401,846 | 10,570,224 | | 41.7% | 63.5% |

| Fund | Original Budget | Amended Budget | Cumulative Receipts as of This Month | Balance to be Received | Percent of Real Estate Tax | Percent of Year Elapsed | Percent of Revenue Received |
|---|---|---|---|---|---|---|---|
| L005 Library | | | | | | | |
| Real Estate Tax | 2,937,894 | 2,937,894 | 2,937,894 | 0 | 14.8% | | 100.0% |
| Other Sources of Revenue | 106,187 | 106,187 | 44,793 | 61,394 | | | 42.2% |
| Appropriated Fund Balance | 0 | 0 | 0 | 0 | | | |
| Total, Revenue & Fund Balance | 3,044,081 | 3,044,081 | 2,982,687 | 61,394 | | 41.7% | 98.0% |
| DA21, DA23, DA24 Highway Funds | | | | | | | |
| Real Estate Tax | 4,108,949 | 4,108,949 | 4,108,949 | 0 | 20.7% | | 100.0% |
| All Other Sources | 1,967,841 | 1,967,841 | 505,099 | 1,462,742 | | | 25.7% |
| Appropriated Fund Balance | 200,000 | 200,000 | 200,000 | 0 | | | |
| Total, Revenue & Fund Balance | 6,276,790 | 6,276,790 | 4,814,048 | 1,462,742 | | 41.7% | 76.7% |
| SS31 Consolidated San. Sewer District | | | | | | | |
| Sewer Service Charges | 3,770,285 | 3,770,285 | 3,770,285 | 0 | | | 100.0% |
| Other Sources of Revenue | 150,311 | 150,311 | 18,662 | 131,649 | | | 12.4% |
| Appropriated Fund Balance | 150,000 | 150,000 | 150,000 | 0 | | | |
| Total, Revenue & Fund Balance | 4,070,596 | 4,070,596 | 3,938,947 | 131,649 | | 41.7% | 96.8% |
| SD38 Stormwater Drainage District | | | | | | | |
| District Service Charges | 1,018,484 | 1,018,484 | 1,018,484 | 0 | | | 100.0% |
| Other Sources of Revenue | 13,000 | 13,000 | -2,596 | 15,596 | | | -20.0% |
| Appropriated Fund Balance | 0 | 0 | 0 | 0 | | | |
| Total, Revenue & Fund Balance | 1,031,484 | 1,031,484 | 1,015,888 | 15,596 | | 41.7% | 98.5% |
| SS32 Bayshore Blvd Sewer District | | | | | | | |
| District Capital Charges | 9,365 | 9,365 | 9,365 | 0 | | | 100.0% |
| Other Sources of Revenue | 0 | 0 | 0 | 0 | | | #DIV/0! |
| Total Revenue | 9,365 | 9,365 | 9,365 | 0 | | 41.7% | 100.0% |
| SS36 LaSalle Landing Sewer District | | | | | | | |
| District Capital Charges | 136 | 136 | 136 | 0 | | | 100.0% |
| Other Sources of Revenue | 0 | 0 | -12 | 12 | | | #DIV/0! |
| Total Revenue | 136 | 136 | 124 | 12 | | 41.7% | 90.8% |
| SS39 Rock Beach San. Sewer District | | | | | | | |
| District Capital Charges | 7,236 | 7,236 | 7,236 | 0 | | | 100.0% |
| Other Sources of Revenue | 0 | 0 | -53 | 53 | | | #DIV/0! |
| Total Revenue | 7,236 | 7,236 | 7,183 | 53 | | 41.7% | 99.3% |
| SS40 Orland Road San. Sewer District | | | | | | | |
| District Capital Charges | 16,139 | 16,139 | 16,139 | 0 | | | 100.0% |
| Other Sources of Revenue | 0 | 0 | 5 | -5 | | | #DIV/0! |
| Total Revenue | 16,139 | 16,139 | 16,144 | -5 | | 41.7% | 100.0% |
| SW51 Sea Breeze Water District | | | | | | | |
| District Real Estate Tax | 41,960 | 41,960 | 41,960 | 0 | | | 100.0% |
| Other Sources of Revenue | 1,320,276 | 1,320,276 | 279,799 | 1,040,477 | | | 21.2% |
| Appropriated Fund Balance | 0 | 0 | 0 | 0 | | | |
| Total, Revenue & Fund Balance | 1,362,236 | 1,362,236 | 321,759 | 1,040,477 | | 41.7% | 23.6% |
| SL71 - SL98 Lighting Districts | | | | | | | |
| District Real Estate Tax | 21,330 | 21,330 | 21,330 | 0 | | | 100.0% |
| Other Sources of Revenue | 0 | 0 | 2,363 | -2,363 | | | |
| Appropriated Fund Balance | 0 | 0 | 0 | 0 | | | |
| Total, Revenue & Fund Balance | 21,330 | 21,330 | 23,693 | -2,363 | | 41.7% | 111.1% |
| Summary of Revenues and Appropriated Fund Balances | | | | | | | |
| Real Estate Tax | 19,861,259 | 19,861,259 | 19,861,259 | 0 | 100.0% | | 100.0% |
| Special District Real Estate Tax | 63,290 | 63,290 | 63,290 | 0 | | | 100.0% |
| Sanitary Sewer Service Charges | 3,803,161 | 3,803,161 | 3,803,161 | 0 | | | 100.0% |
| Stormwater District Service Charges | 1,018,484 | 1,018,484 | 1,018,484 | 0 | | | 100.0% |
| Other Sources of Revenue | 16,793,489 | 16,815,269 | 3,535,490 | 13,279,779 | | | 21.0% |
| TOTAL | 41,539,683 | 41,561,463 | 28,281,684 | 13,279,779 | | 41.7% | 68.0% |
| Appropriated Fund Balance | 3,250,000 | 3,250,000 | 3,250,000 | 0 | | | 100.0% |
| Grand Total, Revenues and Appropriated Fund Balance | 44,789,683 | 44,811,463 | 31,531,684 | 13,279,779 | | | 70.4% |

Town Board Meeting Notes-Month Ended 05/31/2026

The 2025 financial results for the Town as of May 31, 2026: total expenses—actual as well as encumbered—are $19,121k or 42.2% of budget which is slightly higher the 41.7% of the year that has elapsed. The breakdown is: actual expenses $16,063k and encumbered expenses $3,058k. Encumbrances are established for commodities, services, and supplies that will be needed during the year.

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The General Fund expenses of $11,966k represent 40.9% of budget. The breakdown Is: actual expenditures $10,413k or 35.6% and encumbrances $1,553k (5.3%). Embedded in the General Fund encumbrances are attorney fees; and contracted expenses throughout the Town, including EMS services.

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In aggregate, the expenses in the highway funds are $3,611k or 56.9% of budget—Actual expenditures are 37.2% ($2,361k) of budget and include $205k for fuel, $334k for surface (salt) treatment and $226k for vehicle & equipment parts, tires and maintenance supplies. Encumbrances account for 19.7% ($1,250,058k).

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Expenditures in the Library are $1,458k or 46.9% of budget. Included in the expenses is serial bond payments of $493k for the library facility.

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The Sewer Fund expenses are 31.3% of budget equating to $1,289k, of which $1,123k represents actual expenses and $166k is encumbered.

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The expenses in Stormwater Drainage total $267k—25.8% of budget. Actual expenses are $200k (19.4%) while encumbrances account 6.5% ($67k).

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The General Fund revenue received is $18,402K or 63.5% of budget. At the end of

May, the Town had received $12,814K of real estate tax—100% of budget.

Recreation program fee receipts of $668k represent 74.6% of budget.

Sales tax revenue of $889K has been received for the first quarter. This is an decrease of 24.3% from last year.

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Regarding the entire Town: $31,532k or 70.4% of revenue and appropriated fund balance has been received to date. Approximately $19,861k of the amount received is real estate tax.

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At month-end, the Library had received $2,983k or 98.0%of its budgeted revenue.

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Consolidated highway receipts of $4,814k (76.7%) have been recorded.

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Sewer Fund has received revenue of $3,939k—96.8% of budget.

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Stormwater Drainage receipts of $1,016k have been received representing 98.5% of budget.

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This concludes my financial report for the month of May 2026.

**WORKSHOP MEETING MINUTES MAY 11, 2026 060**

**W**orkshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 11th day of May 2026 at 4:00 P.M, there were:

| | | |
|---|---|---|
| **PRESENT:** | Supervisor | John Perticone |
| | Town Board Member | Steve Barz |
| | Town Board Member | Ann Cunningham |
| | Deputy Supervisor | Grant Malone |
| | Attorney for the Town | McConville Considine Cooman & Morin PC |

Others in attendance included Director of Recreation Shannon Grieve, Commissioner of Public Works Erin Magee, Assistant to Supervisor Maria Vecchio, Comptroller Diana Marsh, Chief Scott Peters and Town Clerk Latasha Elder.

Supervisor Perticone called the meeting to order and Pledge was said. Town Clerk Elder called Roll.

**SUPERVISOR'S REMARKS:** The Supervisor updated the community on events happening in the Town this weekend. 05/16/26-DPW to hold their Open House from 11-2 at 2629 East Ridge Road. 5/16/2026-Recreation to hold Abilities in Actions event from 11-2 at McAvoy Park. Bathroom renovations have started

**REVIEW OF AGENDA ITEMS FOR THE MAY 19, 2026 REGULAR TOWN BOARD MEETING:**

Each department that submitted resolutions for approval of the Town Board reviewed those resolutions with the Board.

**ITEMS FOR BOARD ACTION:**

**05WS2026-1 Resolution** Authorizing a temporary exemption to Town Code for Farmers' Market

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham**, a resolution was adopted **approving a temporary exemption to Town Code Section 235-115 for Irondequoit Farmers' Market at Town Hall Campus from May through October**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2026-111*

**Upcoming Meetings:**

| | | |
|---|---|---|
| Regular Town Board Meeting | May 19, 2026 | @ 7:00pm |
| Workshop Meeting | June 08, 2026 | @ 4:00pm |

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the Workshop Meeting was adjourned at 4:25 p.m.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully,

Latasha Elder

Latasha Elder, Town Clerk

**REGULAR TOWN BOARD MEETING MAY 19, 2026 062**

**Regular Town Board Meeting** of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the **19th day of May 2026,** at 7:00 P.M., local time, there were:

**PRESENT:**

| | |
|---|---|
| Supervisor | John Perticone |
| Town Board Member | Steve Barz |
| Town Board Member | Ann Cunningham |
| Deputy Supervisor | Grant Malone |
| | |
| Attorney for the Town | McConville Considine Cooman & Morin PC |

Others in attendance included Director of Recreation Shannon Grieve, Director of Community Services Bill Lang, Commissioner of Public Works Erin Magee, Comptroller Diana Marsh, Assistant to the Supervisor Maria Vecchio, Chief Scott Peters and Town Clerk Latasha Elder.

Supervisor Perticone called the meeting to order, and the Pledge was said. Town Clerk Latasha Elder called Roll.

**SUPERVISOR'S REMARKS AND ANNOUNCEMENTS**: Stated guidelines for public input and public hearings. Gave an update on the bathroom renovations. Informed residents of a leaf collection survey that is being conducted. Blood drive on 05/21/26 from 10-1 at the library. Memorial Day parade will be held on 05/24/26 and Memorial Day ceremony to be held at 9am on 05/25/26. Gave information regarding events happening in May celebrating Asian Pacifica Month. Town Hall offices will be going to summer hours from 07/6/26 through 09/4/26 (Monday-Thursday 8:30-5:00 and Fridays 8:30-11:30)

**PROCLAMATION:** Town Board Member Steve Barz read a proclamation into record recognizing the Month of June as National Pride Month

**PUBLIC INPUT:**

John Greer – 1172 Lakshore Blvd, spoke regarding Cannabis
Brian Krall- 458 E. Ridge Rd., House of Guitars Concert Series
Garth Freeman – 2419 St. Paul Blvd, Don's Original, Parkside Neighborhood
Sue Elliot – 92 Scotch Lane, Safety for Residents
Drew Herzig – 96 Leland, Pride Month
Jean Fuller – Town Comprehensive Plan
Jan Plymale – 127 Simpson Rd, Titus-Hudson Public Safety
Thomas Spanos – Cannabis
Anthony – Zoning, Religious & Immigration Actions

**FINANCIAL REPORT:**

The 2026 financial results for the Town as of April 30th: 33.3% of the year has elapsed and the Town's total expenses are higher than budget at 36.7%. The equivalent expenses are $16,446k and break down in this manner: encumbrances $2,807k and actual expenses $13,639k. Encumbrances result from departments committing to services, supplies, and commodities that will be needed throughout the year.

The General Fund expenses are higher than budget at 34.7% or $10,044k. The Breakdown is: actual expenditures $8,725k; encumbrances of $1,319k. Included within the encumbrances of the general fund are legal fees and the emergency medical services contract.

Jointly, the expenses in the highway funds are $3,315k or 52.8% of budget— above the 33% of the year that has elapsed. Actual expenditures equate to $2,027k (32.3%) while encumbrances account for $1,288k (20.5%). Expenses within the highway funds include equipment parts, fuel, paving materials & services and salt.

Expenditures in the Library are above budget at $1,310k or 43.0%. This is attributed to debt service—the annual Bond principal and interest payments ($492k) for the Consolidated Library were made during the month. The unfavorable impact of those line-item expenses will level off by year-end.

The Sewer Fund expenses of $1,094k are below budget at 26.9%. The breakdown of expenses is: actual expenses $961k (23.6%) and encumbrances $132k (3.3%).

Stormwater Drainage is underbudget as well at 22.2%—a total of $229k, with actual expenses totaling $168k (16.3%) and encumbrances of $61k (5.9%).

Expenses excluding encumbrances for the Town, as well as the three major funds (general, highway and sewer) are less than the 33.3% of the year that has elapsed. The actual expenditures percentage (exclusive of encumbrances) for the Town is 30.4%; the General Fund is 30.1%; Sewer is 23.6%; and the collective Highway funds is 32.3%.

The General Fund has received revenue of $17,239k—59.5% of budget. At the end of April, the Town had received $12,814k or 100% of real estate tax and 50.4% of Payment In Lieu Of Tax payments. The other major revenue sources such as sales tax, mortgage tax, franchise cable fees, and Per Capita State Aid are not due yet.

Regarding the entire Town: $30,321k or 67.7% of revenue and appropriated fund balance has been recorded to-date. Approximately $19,861k of the amount received is real estate tax—100% of that budget.

At month-end, the Library had received $2,938k – 97.7% of its budgeted revenue. 76.3% or $4,788k has been verified by the Highway. $3,939k is in for the Sewer Fund—96.8% of that fund's budget. Stormwater Drainage has received 98.5% of its budgeted revenue—$1,016k.

This concludes my financial report for the month of April 2026.

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On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the financial report was approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED **064**

**APPROVAL OF MINUTES:**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the April 13, 2026, Workshop Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the April 21, 2026, Regular Town Board Meeting minutes were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

**PUBLIC HEARINGS**:

**7:35PM**
**05PH2026-1 On the Matter of a Proposed Local Law Amending Town Code Chapter 235 Regarding the River Harbor District**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the public hearing was opened at 7:35 pm.

The Attorney advised the board and the Town of what the Local Law is about.

.

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the public hearing was closed at 7:40 pm**.**

**05PH2026-1 Resolution Enacting a Local Law to Amend Town Code Chapter 235 Regarding the River Harbor District**

On a motion made by Councilmember **Barz**, seconded by Councilmember **Cunningham**, the resolution was adopted Amending Town Code Chapter 235 Regarding the River Harbor District

***Resolution Number 2026-112***

**7:36PM**
**05PH2026-2 On the matter of Adopting the Irondequoit 2026 Community Development Block Grant Program**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the public hearing was opened at 7:41 pm.

No one wished to speak on this matter

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On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the public hearing was closed at 7:46 pm**.**

**05PH2026-2 Resolution Adopting the Irondequoit 2026 Community Development Block Grant Program**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted Approving the Irondequoit 2026 Community Development Block Grant

***Resolution Number 2026-113***

**ITEMS FOR BOARD ACTION:**

**Appointments:**

**05A2026-1 RESOLUTION AUTHORIZING THE APPOINTMENT OF FULL-TIME TOWN CLERK AND RECEIVER OF TAXES**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** approving the Appointment of Courtney Zuniga to the Town Clerk and Receiver of Taxes.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-114***

**Police:**

**05A2026-2 RESOLUTION AUTHORIZING INCREASE IN STANDARD TOWING FEES**

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the resolution was adopted Approving the Increase in Standard Towing Fees.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-115***

**Public Works**

**05A2026-3 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MONROE COUNTY DIVISION**

**OF SOCIAL SERVICES, ROCHESTER WORKS AND THE TOWN OF IRONDEQUOIT**

On a motion made by Councilmember **Malone,** seconded by Councilmember Cunningham**,** the resolution was adopted Authorizing the Supervisor to Enter into an Agreement with Monroe County Division of Social Services, Rochester Works and the Town of Irondequoit

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-116***

**05A2026-4** **RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING ON THE MATTER OF CONSOLIDATED SANITARY SEWER DISTRICT EXTENSION**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted Authorizing the Calling of a Public hearing on the matter of Consolidated Sanitary Sewer District Extension

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-117***

**05A2026-5** **RESOLUTION CONCERNING APPLICATION FOR FUNDING THROUGH THE NEW YORK PLACES FOR LEARNING, ACTIVITY, AND YOUTH SOCIALIZATION INITIATIVE (NY PLAYS )**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted Concerning application for Funding Through the New York Places for Learning Activity and Youth Socialization Initiative (NY PLAYS)

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-118***

**05A2026-6** **RESOLUTION CONCERNING LOCAL MATCH FOR NY PLAYS GRANT APPLICATION**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham** the resolution was adopted Concerning Local Match for NY PLAYS Grant Application

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED **067**

***Resolution Number 2026-119***

**RECREATION:**

**05A2026-7** **RESOLUTION AUTHORIZING THE SUPERVISOR TO AMEND AND ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR YOUTH, FAMILY, ADULT GROUP EXERCISE AND SENIOR RECREATIONAL PROGRAMMING FOR 2026**

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted Authorizing the Supervisor to Amend and Enter into Various Contracts with Vendors for Yourth, Family, Adult Group Exercise and Senior Recreational Programming for 2026

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-120***

**05A2026-8** **RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH GREENFINCH INTERPRETING**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted **Authorizing the Supervisor to Enter into an Agreement with Greenfinch Interpreting**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-121***

**05A2026-9** **RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACTS FOR JULY 4TH FESTIVAL**

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted **Authorizing the Supervisor to Enter into Contracts for July 4th Festival**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-122***

**05A2026-10** **RESOLUTION AUTHRORIZING THE ACCEPTANCE OF A MONETARY GIFT**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Barz,** the resolution was adopted Authorizing the Acceptance of a Monetary Gift

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED **068**

***Resolution Number 2026-123***

**Supervisor:**

**05A2026-11 RESOLUTION AUTHORIZING THE ADOPTION OF SUMMER HOURS FOR THE TOWN HALL OFFICES**

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted Approving Summer Hours for the Town Hall Offices

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-124***

**05A2026-12 RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED LOCAL LAW IMPOSING A SIX-MONTH MORATORIUM ON NEW LICENSES FOR PEDDLERS, HAWKERS, AND DOOR TO DOOR SOLICITORS WITHIN THE TOWN OF IRONDEQUOIT**

On a motion made by Councilmember **Malone,** seconded by Councilmember **Cunningham,** the resolution was adopted Calling for a Public Hearing on a proposed local law imposing a six-month moratorium on new licenses for peddlers, hawkers, and door to door solicitors within the Town of Irondequoit

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-125***

**05A2026-13 RESOLUTION AUTHORIZING THE ADOPTION OF A FLEET SAFETY POLICY**

On a motion made by Councilmember **Malone** seconded by Councilmember **Barz,** the resolution was adopted Authorizing the Adoption of a Fleet Safety Policy

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-126***

**TOWN CLERK:** **069**

**05A2026-14** **RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR I-SQUARE, LLC SUMMER CONCERT SERIES, CAR SHOWS AND FESTIVALS**

On a motion made by Councilmember **Barz,** seconded by Councilmember **Cunningham,** the resolution was adopted Approving a Special Event License for I-Square, LLC Summer Concert Series, Car Shows and Festivals.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-127***

**05A2026-15** **RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR THE ERASE JUNETEENTH 5K RACE**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Malone,** the resolution was adopted approving a Special Event License for the ERASE Juneteenth 5k Race

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-128***

**05A2026-16** **RESOLUTION APPROVING THE SPECIAL EVNT LICENSE FOR THE ST. JOSAPHAT'S UKRAINIAN CATHOLIC CHURCH ANNUAL FESTIVAL**

On a motion made by Councilmember **Cunningham,** seconded by Councilmember **Barz,** the resolution was adopted approving the Special Event License for the St. Josaphat's Ukrainian Catholic Church Annual Festival

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

***Resolution Number 2026-129***

**UPCOMING MEETINGS:**

| | | |
|---|---|---|
| **Workshop Meeting:** | **Monday, June 8, 2026** | **@ 4:00pm** |
| **Regular Town Board Meeting:** | **Tuesday, June 16, 2026** | **@ 7:00pm** |

On a motion made by Councilmember **Barz,** seconded by Councilmember **Malone,** the Regular Town Board Meeting was adjourned at 8:07 pm

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED **070**

Respectfully submitted,

Courtney Zuniga, Town Clerk

Resolution No. 2026-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD APPROVING THE EXTENSION OF THE CONSOLIDATED SEWER DISTRICT TO INCLUDE 628 SENECA RD**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit on the 16th day of June, 2026 at 7:00 p.m.; there were

**PRESENT**:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Town Supervisor |

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS**, the Town Board of the Town of Irondequoit proposes extending the Consolidated Sewer District to 628 Seneca Rd, Tax ID No. 077.12-1-12; and

**WHEREAS**, the Town Board determines that extension of sewer services to 628 Seneca Rd is a Type II action pursuant to 6 NYCRR § 617.5(c)(13) (extension of utility services in approved subdivision) and therefore no further review pursuant to the New York State Environmental Quality Review Act is required (6 NYCRR § 617.5(a)); and

**WHEREAS**, the Town Board of the Town of Irondequoit at a Regular Meeting May 19, 2026, called for a public hearing to be held on June 16, 2026 at 7:35 p.m.; and

**WHEREAS**, the Town Board conducted the public hearing on June 16, 2026, and all interested parties who wished to be heard were heard; and

**WHEREAS**, the Town Board finds that (i) notice of the public hearing was published and posted as required by law, and is otherwise sufficient, (ii) the petition for said extension was signed, and authorized or proved or authenticated as required by law and is otherwise sufficient,(iii) all property and property owners within the proposed extension are benefitted thereby; (iv) all property and property owners benefitted are included within the extension; and (v) such extension is in the public interest.

**NOW THEREFORE BE IT RESOLVED,** that the Town Board hereby approves the extension of the Consolidated Sewer District to include 628 Seneca Rd, the total construction costs of which shall be paid for by the owner of 628 Seneca Rd., Tax ID No. 077.12-1-12.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Deputy Town Supervisor | Malone | voting_____ |
| Town Board Member | Cunningham | voting _____ |
| Town Supervisor | Perticone | voting_____ |

Resolution No. 2026 –

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION ENACTING A LOCAL LAW IMPOSING A SIX-MONTH MORATORIUM ON NEW LICENSES FOR PEDDLERS, HAWKERS, AND DOOR-TO-DOOR SOLICITORS WITHIN THE TOWN OF IRONDEQUOIT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in the said Town of Irondequoit, on the 16th day ofJune, 2026, at 7:00 p.m. local time there were:

| PRESENT: | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |
| McConville, Considine, Cooman & Morin, P.C. | Attorney for the Town |

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS,** a proposed local law was introduced in the form attached hereto as **Exhibit A**, which would impose a six-month moratorium on new licenses for peddlers, hawkers, and door-to-door solicitors within the Town of Irondequoit (the "Proposed Law"); and

**WHEREAS,** pursuant to Municipal Home Rule § 20(5) no local law shall be passed by the Town Board until a public hearing is held; and

**WHEREAS,** the Town Board called for a public hearing to be held on June 16, 2026, at 7:36 p.m.; and

**WHEREAS,** notice of said public hearing was duly published in the official newspaper of the Town and posted as required by law; and

**WHEREAS,** a public hearing was held on June 16, 2026 at 7:36 p.m.to hear all persons interested in the Proposed Local Law; and

**WHEREAS,** the Town Board received a written copy of the Proposed Law at least ten (10) days before this meeting (excluding Sundays), pursuant to Municipal Home Rule § 20 (4); and

**WHEREAS,** The Town Board, after due deliberation, finds it in the best interest of the Town of Irondequoit to adopt this Proposed Law.

**NOW, THEREFORE, BE IT RESOLVED,** that pursuant to the New York State Environmental Quality Review Act and its enabling regulations (collectively "SEQRA"), the enactment of the Proposed Law is classified as a Type II Action pursuant to 6 NYCRR §§ 617.7(c)(33) ("adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list") and 617.7(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

**AND BE IT FURTHER RESOLVED AND BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF IRONDEQUOIT,** the Proposed Law, which will be referred to as Local Law No. _____ of 2026, a copy of which is attached hereto and made a part hereof.

Seconded by Town Board Member [ ] and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | Voting [ ] |
| Town Board Member | Cunningham | Voting [ ] |
| Town Board Member | Malone | Voting [ ] |
| Town Supervisor | Perticone | Voting [ ] |

**EXHIBIT A**

**TOWN OF IRONDEQUOIT LOCAL LAW NO. __ OF 2026**
**PEDDLING AND SOLICITING MORATORIUM**

Be it enacted by the Town Board of the Town of Irondequoit as follows:

**Section 1. Title**.

The Town Board of the Town of Irondequoit (the "Town") does hereby enact a six-month moratorium on new licenses for peddlers, hawkers, and door-to-door solicitors within the Town of Irondequoit titled, "Peddling and Soliciting Moratorium"

**Section 2. Authorization, Purpose and Intent**.

The Town Board hereby finds that there is a critical and compelling need, in theh public interest as set forth herein, to impose a six-month moratorium on commercial door-to-door soliciting permits and licenses as further described herein.

A. The Town has enacted Town Code Chapter 167 (Peddling and Soliciting). The definitions set forth in Town Code §167-1 are incorporated herein by reference.

B. Under Town Code Chapter 167 (Peddling and Soliciting), hawkers and peddlers and solicitors wishing to operate within the corporate limits of the Town are required to apply for and obtain a permit or license.

C. The Town has recently experienced challenges obtaining background check information from hawkers and peddlers and solicitors who reside outside of the State of New York.

D. The Town recognizes that it has a substantial elderly population, and the act(s) of solicitation and/or peddling can be alarming to Town residents, and this cause for concern becomes more acute when the solicitor knocks on someone's door, rings their doorbell, or otherwise attempts to contact that individual while the resident is in their home.

E. Throughout the duration of this Moratorium the Town Board will review the feasibility of more stringent licensing application requirements related to those applicants seeking licensing related to soliciting and/or peddling goods within the bounds of Town and to allow residents to opt out of

solicitation by being included in a no-knock registry to be provided to door-to-door solicitors.

F. The Town Board finds that the Town Code provisions related to peddling and solicitation established initial requirements governing peddling and solicitation. However, the standards prescribed for these licenses do not adequately address the safety concerns that have come to the Town Board's attention including but not limited to, gaps in the criminal history searches/background checks, the ability to solicit and/or peddle on private property, and no current mechanism by which, at present, for residents to "opt out," of receiving solicitors or peddlers on their private property. Moreover, the Town Board is concerned that penalties for non-compliance may not be adequate at this juncture.

G. The Town Board hereby finds that the adoption of a moratorium on the issuance of licenses and permits related to commercial, door-to door peddling and/or soliciting is required in order to best maintain the status quo during the study period in order to prevent interim action, friction, interaction or issues between door-to-door solicitors/peddlers and Town residents from frustrating the objectives of the study.

**Section 3. Scope of Moratorium.** This moratorium prevents the issuance of all peddling and hawking and solicitation permits and licenses for door-to-door commercial peddling and/or soliciting by the Town Clerk or any other official, employee or entity of the Town. This law will not otherwise void, nullify, or in any way supersede, interfere with, contradict or modify any code sections related to enforcement, penalization and/or prosecution of individuals or entities who violate the current Town Code provisions. Licenses and permits issued before the effective date remain in effect until they expire.

**Section 4. Expiration of Moratorium**. A This Local Law shall expire without further action of the Town Board six (6) months following the effective date hereof and thereafter shall be of no force or effect. However, if it appears that any required review and study referred to hereinabove will not be completed within six (6) months from the effective date of this Local Law, the Town Board may, by Local Law, extend the period of this Moratorium for an additional six (6) months or for such other time period that the Town Board determines is reasonable in scope and duration.

**Section 5. State Environmental Quality Review Act**. Pursuant to 6 NYCRR 617.5(c)(30) this Local Law is classified as Type II action which requires no further review under the State Environmental Quality Review Act.

**Section 6. Variance and Appeal Procedure.**

The Town Board shall have the authority to vary or waive the application of any provision of this Local Law, in its legislative discretion, upon its determination that such variance or waiver is required to alleviate an unnecessary and/or unique hardship affecting a property subject to this Local Law.

A. A request for a variance or appeal will not be considered a complete application unless and until the applicant pays all applicable fees and costs associated with conducting background checks for all personnel proposed to conduct door-to-door commercial solicitation or peddling within the Town.

B. In reviewing such a request, the Town Board may consider:

1. Whether the variance or waiver will adversely affect the purpose of the Moratorium, the health, safety or welfare of the Town or will substantially undermine the study process under review.

2. Each applicant must otherwise comply with the requirements of Town Code Chapter 167 (Peddling and Soliciting).

3. Whenever an applicant has a criminal conviction, the Town Board may deny the application if (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or permit sought; or (2) the granting of the license or permit would involve an unreasonable risk to property or the safety or welfare of specific individuals or the general public using the factors set forth in NY Corrections Law Article 23-A.

**Section 7. Severability.**

If a clause, sentence, paragraph or section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 8. Effective Date.**

This Local Law shall take effect immediately upon filing with the New York Department of State.

Resolution No. 2026- _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING ON THE MATTER OF REZONING 1422 PORTLAND AVENUE, 31, 37, 43, 49 ONONDAGA ROAD AND 44, 48 BUELL DRIVE (NORTHSIDE MANOR APARTMENTS) FROM R-2 RESIDENTIAL DISTRICT R-5 RESIDENTIAL**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026, at 7:00 p.m. local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member _____offered the following resolution and moved its adoption:

**WHEREAS**, Costich Engineering, acting as agent for Morgan Northside Manor LLC, has submitted an application for the rezoning of 1422 Portland Avenue, 31, 37, 43, 49 Onondaga Road and 44, 48 Buell Drive in the R-2 Residential District to R-5 Residential District (the "Application"); and

**WHEREAS,** the location and boundaries of the subject parcel are described on the property description attached hereto as **Attachment A**; and

**WHEREAS,** Town Board accepts the Application for review and consideration.

**NOW THEREFORE BE IT RESOLVED,** that the Application shall be referred to the Monroe County Planning Department for review and comment pursuant to the requirements of New York State Town Law § 264 and New York General Municipal Law § 239-m.

**AND BE IT FURTHER RESOLVED,** that the Application shall be referred to the Town Planning Board pursuant to Town Code § 235-99 and New York State Town Law § 264, and the Planning Board shall report back to the Town Board with its analysis of the Application on or before July 22, 2025.

**AND BE IT FURTHER RESOLVED,** as required by New York State Town Law § 264, that the Town Board hereby schedules a public hearing on this matter on **July 21, 2026, at 7:36 p.m**.

**AND BE IT FURTHER RESOLVED,** that the Town Clerk shall publish notice of the public hearing in accordance with all applicable laws.

This resolution shall take effect immediately upon its adoption.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | ____ |
| Town Board Member | Malone | voting | ____ |
| Town Board Member | Cunningham | voting | ____ |
| Town Supervisor | Perticone | voting | ____ |

Resolution No. 2026 -

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING A MEETING DATE CHANGE FOR THE OCTOBER CONSERVATION BOARD MEETING**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026, at 7:00 p.m. local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member _____offered the following resolution and moved its adoption:

**WHEREAS,** the Irondequoit Conservation Board meets regularly once a month; and

**WHEREAS,** the October 7, 2026 meeting date was adopted by resolution no 2025-221 by the Town Board on November 18, 2025; and

**WHEREAS**, due to a scheduling conflict in the meeting room on October 7, 2026, the Irondequoit Conservation Board would prefer to reschedule their meeting to October 14, 2026; and

**NOW THEREFORE BE IT RESOLVED,** that the Town Board approves rescheduling the Irondequoit Conservation Board meeting from October 7, 2026 to October 14, 2026.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | ____ |
| Town Board Member | Malone | voting | ____ |
| Town Board Member | Cunningham | voting | ____ |
| Town Supervisor | Perticone | voting | ____ |

Resolution No. 2026-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ANNUAL AUDIT OF THE TOWN COURTS**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16TH day of June 2026, at 7:00 P.M. local time; there were:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Town Supervisor |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS**, the Town of Irondequoit, as a recipient of annual grant funding from the United States government in excess of $750,000, is required to have an annual audit by a Certified Public Accountant ("CPA"); and

**WHEREAS**, the annual audit performed by the CPA includes an examination of the Town Courts and the production of a separate document summarizing the procedures performed; and

**WHEREAS**, the New York State Office of Court Administration requires a resolution by the Town Board to authorize the examination of the courts; and

**WHEREAS**, by resolution 2023-252 the Town authorized The Bonadio Group to perform services for the annual audit for fiscal year 2025.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Irondequoit affirms that the annual audit performed by The Bonadio Group for fiscal year 2025 includes an examination of the Town Courts and a separate document summarizing the examination of the Town Courts, a copy of which shall be filed with the NY State Office of Court Administration.

This resolution shall take effect immediately upon its adoption.
Seconded by Town Board member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

Resolution No. 2026-

**EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CATHOLIC CHARITIES FAMILY AND COMMUNITY SERVICES FOR NON-MEDICAL HOME SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2026 THROUGH JULY 31, 2027**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____ ___offered the following resolution and moved its adoption:

**WHEREAS**, it is necessary to secure the services of the Catholic Family Center to provide non-medical home support services to elderly residents of the Town; and

**WHEREAS**, the Catholic Family Center has submitted a proposal for the twelve (12) month period from August 1, 2026 through July 31, 2027 for the total amount of $27,000; and

**WHEREAS**, the Catholic Charities Family and Community Services program was part of the Irondequoit 2026 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2026-113; and

**WHEREAS**, funding for this service is available in the Community Development Block Grant as a public service program expense.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to enter into an agreement with the Catholic Charities Family and Community Services for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2026 through July 31, 2027 in the amount of $27,000.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

**LIFE.IN.IRONDEQUOIT**

**2026-2027 CONTRACT AGREEMENT**

**TOWN OF IRONDEQUOIT & Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR)**

THIS AGREEMENT, entered into this 1st day of August, 2026 by and between the Town of Irondequoit, a Municipal Corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 ("Town") and Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR), a not-for-profit social service agency, having its principal office and place of business at 87 No. Clinton Ave., Rochester, New York 14604 (hereinafter "Contractor" or "Sub-recipient").

**WITNESSETH THAT:**

WHEREAS, the size and needs of Irondequoit's elderly population are continuing to increase, as shown by data collected for the 2020 Census; and

WHEREAS, the needs of Irondequoit's frail and elderly cannot be met entirely using Town resources; and

WHEREAS, the Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR), Aging and Adult Services, possesses the personnel, skills and experience required to supplement the services now being provided by the Town to the frail elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

**1. <u>STATEMENT OF WORK:</u>**

1.1. The Sub-recipient (Catholic Charities Family and Community Services (CCFCS)/Support to Aging Recipients (STAR)) shall provide personnel to carry out the service function described below. The personnel provided by the Sub-recipient shall report to and be under the direct supervision of the Irondequoit Community Services Department Bureau of Recreation, as designated by its Director.

1.2 The services required of the Consultant pursuant to this Agreement extend from August 1, 2026 and shall be completed on or before July 31, 2027.

1.3 Services Provided:

The Sub-recipient will provide the Town a program to assist adults, age 60+, with the following services:

A) Transportation to/from medical appointments, stores, banks, pharmacies, friends' homes and other essential errands. This will include assistance with walkers. The program provides door-through-door service, rather than only door-to-door, as added security and safety. Approx 400 one-way trips.

B) In-home Contacts and Supports: Assistance at home with shopping lists, making appointments, taking out garbage/recycling, sorting mail. Assistance with grocery shopping: for the resident or with the resident. Help bring bags of groceries into the home and put it away as requested. Friendly visiting/phone calling to ease social isolation. Referral to other agencies and programs, made by Specialists knowledgeable about aging issues and in-home safety assessments as appropriate. Approx. 400 tasks/encounters

C) Presentations to older adults and caregivers at community sites such as the Irondequoit Senior Center and Library. Topics could include mental wellness brain health, & aging services. Approx. three presentations per year.

D) Subsidized membership fee to Homeworks (a home repair referral program).

E) Subsidized chores such as: yard work, housecleaning, laundry service, home repair, if appropriate.

## 2. RECORDS & REPORTS

2.1 The Town, the United States Department of Housing & Urban Development (HUD), the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Sub-recipient that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Sub-recipient shall maintain all records for five (5) years after final reimbursement is received from the Town.

2.2 In order to receive reimbursement from the Town for services delivered under this Agreement, the Sub-recipient shall submit on a monthly basis a written request for payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

## 3. PROGRAM BUDGET & INCOME

3.1. The Town will reimburse the Sub-recipient for the delivery of services listed above, up to the amount of twenty-seven thousand dollars ($27,000.00) annually. The Sub-recipient may propose adjustments or amendments to the budget, but amendments shall occur only with the written consent of the Town. No decrease in expense automatically allows shifts from one budget category to another.

3.2. Program income received by the Sub-recipient shall be used to expand current program services.

## 4. UNIFORM ADMINISTRATIVE REQUIREMENTS & COMPLIANCE WITH ALL LAWS

4.1. The Sub-recipient shall comply with all applicable Federal uniform administrative requirements, as described in Section 570.502 of the HUD regulations governing the Community Development Block Grant Program.

4.2 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

## 5. OTHER PROGRAM REQUIREMENTS

5.1. The Sub-recipient shall carry out all activities under this Agreement in compliance with all Federal laws and regulations described in Subpart K of the HUD regulations governing the Community Development Block Grant Program.

## 6. SUSPENSION & TERMINATION and NOTICE

6.1. The Sub-recipient may be suspended or terminated if the Town, in its sole discretion, determines that the Sub-recipient materially fails to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Sub-recipient of said reason and stating the date on which the Agreement is to be terminated.

6.2 For all purposes under this Agreement, Notice to the Town shall be tendered to the Recreation Supervisor and Director of Public Works at the address set forth above; and all Notice to the Sub-recipient shall be tendered to the Contractor's Chief Financial Officer at the office address set forth above.

## 7. CONTRACT DEEMED EXECUTORY

7.1. The Sub-recipient specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the Community Development Block Grant Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

## 8. QUALIFICATIONS, INDEMNITY & INSURANCE

8.1 The Consultant hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

8.2. The Sub-recipient hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"); from and against any and suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Sub-recipient, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

(a). The right of indemnity includes the obligation of Sub-recipient or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When Sub-recipient is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, Sub-recipient shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined

therein, and the Indemnified Parties shall cooperate with Sub-recipient or its carrier(s) in such defense. Sub-recipient shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Sub-recipient or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between Sub-recipient, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case Sub-recipient shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) Sub-recipient shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by Sub-recipient. Sub-recipient shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

(b). The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

(c). In the event of any claim or cause of action as to which both Sub-recipient and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

8.3. The Consultant shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The consultant shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Consultant agrees to maintain said insurance during the term of this Agreement.

8.4. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of the Consultant's residence, whichever may apply. The

Consultant shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Consultant has no employees, or if Consultant's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Consultant's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

8.5. Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

## 9. MISCELLANEOUS PROVISIONS.

9.1. Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and Sub-recipient each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

9.2. Severability; Governing Law; Venue & Dispute Resolution**.** The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

9.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each parte shall bear its own attorneys' fees and costs, regardless of which party prevails.

9.4 Audit. The Consultant shall provide to Town, immediately upon Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this agreement up to five (5) years after termination of agreement without cost to the Town.

9.5. Non-Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by the Town, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement nor shall such non-enforcement prevent the Town from enforcing each and every term of this Agreement thereafter.

9.6 The Consultant represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

9.7. Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

9.8. Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose. Any references to this Agreement shall be deemed to include all renewals.

9.9. Survival. Town and Sub-recipient each binds itself, its partners, Successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

IN WITNESS WHEREOF, the Town of Irondequoit and Catholic Charities Family & Community Services into this Agreement as of the date first written above.

By: _____
John Perticone, Supervisor
Town of Irondequoit

By: _____
Lori VanAuken, President & CEO
Catholic Charities Family and
Community Services (CCFCS)/
Support To Aging Residents
(STAR)

## ATTACHMENT A

## STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2026 ("Contract"). As used herein, the word "Contractor" herein refers to Catholic Family Center, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2026 through July 31, 2027, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 3.1 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages,

claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

   A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE**: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

   B. **BUSINESS LIABILITY INSURANCE**: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

Comprehensive Form
Business Liability Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury
Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

| | |
|---|---|
| **Catholic Charities Family and Community Services (CCFCS)/ Support to Aging Residents (STAR)** | **TOWN OF IRONDEQUOIT** |
| By: _____ | By: _____ |
| Lori VanAuken, President & CEO | John Perticone, Supervisor |

Resolution No. 2026-_____

**EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSING COUNCIL AT PATHSTONE FOR HOUSING COUNSELING SERVICES TO LOW- AND MODERATE-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2026 THROUGH JULY 31, 2027**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

**WHEREAS,** it is necessary to secure the services of the Housing Council at PathStone to provide a comprehensive program of services pertaining to housing and home ownership to low- and moderate-income residents of the Town; and

**WHEREAS,** the Housing Council at PathStone has submitted a proposal for the twelve (12) month period from August 1, 2026 through July 31, 2027 for the total amount of $27,000; and

**WHEREAS**, the Housing Council at PathStone's program was part of the Irondequoit 2026 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2026-113; and

**WHEREAS,** funding for this service is available in the Community Development Block Grant as a public service program expense.

**NOW, THEREFORE BE IT RESOLVED,** that the Town Board authorizes the Supervisor to enter into an agreement with the Housing Council at PathStone for services pertaining to housing and home ownership to low- and moderate-income residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2026 through July 31, 2027 in the amount of $27,000.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

# AGREEMENT

**between**

**THE TOWN OF IRONDEQUOIT**

**and**

**THE HOUSING COUNCIL at PathStone**

**August 1, 2026 – July 31, 2027**

# AGREEMENT

This Agreement, made this 1st day of August, 2026 by and between the Town of Irondequoit, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York, 14617 (hereinafter referred to as the "TOWN"), and The Housing Council at Pathstone, 75 College Avenue, 4th floor, Rochester, New York, 14607 (hereinafter referred to as the "CONTRACTOR").

## WITNESS:

**WHEREAS**, under Title I of the Housing and Community Development Act of 1974 (hereinafter "Act"), the Secretary of United States Department of Housing and Urban Development (hereinafter "HUD") is authorized to make grants to units of general and local government to help finance community development programs; and

**WHEREAS**, there exists statutory authority under the laws of the State of New York for units of general local government to undertake a community development program in a form approved by HUD; and

**WHEREAS**, HUD has approved such a program for implementation pursuant to the terms of the Act; and

**WHEREAS**, the TOWN desires to provide qualifying low- and moderate-income residents with a comprehensive program of services, counseling, information provision, referral and technical assistance related to housing; and

**WHEREAS**, the CONTRACTOR has demonstrated the capability of devising and implementing such programs and undertaking such services.

**NOW**, **THEREFORE**, it is mutually covenanted and agreed by and between the parties hereto as follows:

## I. OBLIGATIONS OF THE CONTRACTOR:

### A. Scope of Services.

1. The CONTRACTOR will provide foreclosure prevention services for up to twenty-four (24) low- and moderate-income Town of Irondequoit homeowners with conventional, FHA and VA delinquent mortgages. The CONTRACTOR will perform a search of titles of every Foreclosure Prevention client in the Monroe County Clerk's office after one full year to determine the client's long-term ability to maintain negotiated agreements and the viability of repayment agreements negotiated by the CONTRACTOR. The CONTRACTOR will analyze foreclosures of all Monroe County residential mortgage loans.

2. The CONTRACTOR will provide counseling services to up to four (4) HECM borrowers residing in the TOWN.

3. The CONTRACTOR will research 90-day notices on a quarterly basis and provide to the TOWN to reach residents in mortgage default.

4. The CONTRACTOR will increase outreach and marketing efforts through mailings, attending events in the TOWN and advertising.

5. The CONTRACTOR will provide Housing Hotline counseling services for property owners residing in the TOWN as requested by those residents.

6. Copies of the Rental Registry will be available to residents of the TOWN upon request and on the Housing Council website.

**B. Reporting.**

CONTRACTOR agrees to submit to the TOWN monthly reports and a cumulative final report describing activities and services performed by the CONTRACTOR, identifying project status and accomplishments and tabulating the number of persons assisted by income, gender, race and ethnic characteristics and current census tract of residence. CONTRACTOR will also indicate for informational purposes the total number of TOWN households assisted by CONTRACTOR beyond this Agreement and funded by HUD under CONTRACTOR's HUD Comprehensive Housing Counseling contract. The cumulative final report will be submitted no later than 30 calendar days after the termination of this Agreement.

CONTRACTOR further agrees to report quarterly the number of clients counseled and the disposition of each case. At the end of the program year, the CONTRACTOR will provide a "Final Report of Activities," presenting aggregate production under this contract and all other existing contracts.

## II. COMPENSATION:

It is agreed that the TOWN shall pay the CONTRACTOR for the services contained herein the total sum of Twenty-seven thousand and 00/100 Dollars ($27,000). Such sum shall be paid to CONTRACTOR in twelve (12) equal monthly installments of Two Thousand two hundred fifty and 00/100 Dollars ($2,250.00).

## III. TERM:

The term of service under this Agreement shall be for twelve (12) consecutive months commencing August 1, 2026 and terminating July 31, 2027.

## IV. COMPLIANCE WITH GRANT AGREEMENT:

CONTRACTOR agrees to adhere to all terms and conditions of this Agreement. CONTRACTOR further agrees that all activities performed under this Agreement will be performed consistent with the requirements of Community Development Block Grant Regulations (24 CFR Part 570), and all other applicable government regulations.

## V. COMPLIANCE WITH FEDERAL REQUIREMENTS:

As the indirect recipient through this Agreement of funds from the United States Department of Housing and Urban Development, CONTRACTOR agrees to comply fully with, and to cooperate fully with the TOWN in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

CONTRACTOR agrees to perform or cause to have performed all examinations and audits, to retain all documents and records and otherwise to take or cause to have taken such other action as may be required pursuant to the Act, OMB Circulars A-128, A-110 and A-133 issued by the Office of Management and Budget of the United States (collectively, the "Circulars"), to the extent applicable, and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

CONTRACTOR also agrees that, promptly upon completion, one (1) copy of all such examinations or audits shall be delivered to the TOWN.

Furthermore, CONTRACTOR shall, upon request of the TOWN, provide the TOWN such documentation, records, information and data and respond to such inquiries as the TOWN may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

## VI. ASSET DISPOSITION:

In the event that CONTRACTOR will purchase assets with a unit acquisition cost of $1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, CONTRACTOR agrees that the use and disposition of the property will be governed by the property management standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200 (the "Uniform Requirements"). Generally, such assets shall be returned, or other compensation made, to the TOWN when the property is no longer needed in the project or program for which it was provided.

## VII. PROHIBITION AGAINST DISCRIMINATION:

CONTRACTOR hereby acknowledges that the funds provided by the TOWN under this Agreement result from a contract between the TOWN and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

CONTRACTOR specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. CONTRACTOR agrees to administer the Program in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit

discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. CONTRACTOR further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

## VIII. INSPECTION OF RECORDS:

CONTRACTOR agrees that the TOWN or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

## IX. SUSPENSION AND TERMINATION:

The TOWN may suspend or terminate the work of CONTRACTOR in whole or in part under this Agreement whenever CONTRACTOR shall default in the performance of this Agreement in accordance with its terms and shall fail to cure or diligently begin to cure such default within a period of ten (10) calendar days (or such longer time as the TOWN may allow) after delivery by the TOWN to CONTRACTOR of a notice specifying the default.

Termination or suspension shall be effected by written notice to CONTRACTOR and shall be effective immediately. CONTRACTOR shall be paid in full for all work performed until the date of termination provided that the TOWN may deduct from any funds due to CONTRACTOR any reasonable cost incurred by the TOWN as a result of CONTRACTOR's default. Default by CONTRACTOR may result in the prohibition of the CONTRACTOR from entering any future Agreements with the TOWN or from acting as a sub-grantee of the TOWN for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with the Uniform Requirements.

## X. PROHIBITION AGAINST ASSIGNMENT:

CONTRACTOR agrees that it is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous written consent of the TOWN.

## XI. WORKERS COMPENSATION & DISABILITY BENEFIT LAWS:

CONTRACTOR certifies that it is in compliance with the New York Workers' Compensation and Disability Benefits Law, and certificates evidencing compliance therewith are attached.

## XII. CONTRACT DEEMED EXECUTORY:

CONTRACTOR specifically agrees that this Agreement shall be deemed executory only to the extent of monies available for the purpose of this Agreement and that no liability for services

performed under this Agreement shall be incurred by the TOWN beyond the monies available for the said purpose.

**XIII. EXTENT OF AGREEMENT:**

This Agreement and the Standard Terms & Conditions for Town of Irondequoit Contracts constitute the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

**XIV. STATUS AS INDEPENDENT CONTRACTOR:**

The CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the TOWN by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN, including, but not limited to Workers' Compensation Coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

**XV. LAW:**

This Agreement shall be governed by and under the laws of the State of New York.

**XVI. SEVERABILITY:**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to laws of the State of New York.

**XVII. HOLD HARMLESS:**

CONTRACTOR shall indemnify and save the TOWN harmless from and against any and all claims, liabilities and errors or omissions of CONTRACTOR, its partners, offices, agents or employees. CONTRACTOR shall defend all such lawsuits in the name of the TOWN, commenced in connection with the aforesaid acts, etc. when applicable, and shall pay all costs and judgments which shall issue therefrom; provided, however, that CONTRACTOR shall not indemnify the TOWN from its own negligence, errors or omissions or those of its agents, officers and employees.

**XVIII. PROHIBITIONS:**

**A.** CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

**B.** CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York,

the Monroe County Legislature or the Irondequoit Town Council. Notwithstanding the above, nothing contained herein shall prohibit CONTRACTOR from developing and forwarding to appropriate officials' specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this program.

**C.** CONTRACTOR agrees that no member, officer or employee of the CONTRACTOR will have any monetary interest in or derive monetary benefit directly or indirectly from any ensuing contract or subcontracts or proceeds thereof for work funded under this Agreement.

## XIX. STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS:

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and are made part of this Agreement.

## XX. AUTHORIZED AGENT:

**A.** The TOWN hereby designates:

Diana Marsh, Comptroller
Town of Irondequoit, New York
1280 Titus Avenue.
Rochester, NY 14617

**B.** The CONTRACTOR hereby designates:

Susan Boss, Executive Director
The Housing Council at Pathstone.
75 College Ave.
4th floor
Rochester, NY 14607

or their authorized representatives in case of absence, as authorized agents of the TOWN and the CONTRACTOR respectively for the receipt of all notices, demands, vouchers, orders, permission, directions and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage pre-paid or delivered personally to the Authorized Agents designated herein. The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

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

*[Signature Page Follows]*

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

STATE OF NEW YORK )
COUNTY OF MONROE ) SS:

On this __ day of _____, 2026, before me personally came **John Perticone**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

**THE HOUSING COUNCIL at PathStone**

By: _____
Mary Leo,
Executive Director

STATE OF NEW YORK )
COUNTY OF MONROE )SS:

On this __ day of _____, 2026, before me personally came **Mary Leo**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **Executive Director** of The Housing Council at PathStone, the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

# ATTACHMENT A

## STANDARD TERMS & CONDITIONS
## FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2026 ("Contract"). As used herein, the word "Contractor" herein refers to The Housing Council at PathStone, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2026 through July 31, 2027, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section II. of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods

or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

**A. WORKERS' COMPENSATION AND DISABILITY INSURANCE**: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

**B. BUSINESS LIABILITY INSURANCE**: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

Comprehensive Form
Business Liability Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury
Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

**9. RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

**10. TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

**11. SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**12. EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

**13. BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

**14. ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**15. AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

**THE HOUSING COUNCIL at PathStone**

By: _____
Mary Leo, Executive Director

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

Resolution No. 2026-_____

**EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE IRONDEQUOIT COMMUNITY CUPBOARD TO PROVIDE HEALTHY FOOD CHOICES TO LOW-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2026 THROUGH JULY 31, 2027**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Town Supervisor |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

**WHEREAS,** it is necessary to secure the services of the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town to enhance the quality of the lives of people in need; and

**WHEREAS,** the Irondequoit Community Cupboard has submitted a proposal for the twelve (12) month period from August 1, 2026 through July 31, 2027 for the total amount of $25,000; and

**WHEREAS**, Irondequoit Community Cupboard's program was part of the Irondequoit 2026 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2026-113; and

**WHEREAS,** funding for this service is available in the Community Development Block Grant as a public service program expense.

**NOW, THEREFORE BE IT RESOLVED,** that the Town Board authorizes the Supervisor to enter into an agreement with the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town as approved through the

Community Development Block Grant during the grant period from August 1, 2026 through July 31, 2027 in the amount of $25,000.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

**TOWN OF IRONDEQUOIT & IRONDEQUOIT COMMUNITY CUPBOARD**

**2026-2027 AGREEMENT**

THIS AGREEMENT is entered into this 1st day of August, 2026 by and between the Town of Irondequoit, a municipal corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 (the "Town") and the Irondequoit Community Cupboard, Inc., a not-for-profit corporation, having its principal office and place of business at 2841 Culver Rd, Rochester, NY 14622 (hereinafter "Contractor").

**RECITALS:**

WHEREAS, the primary objective of the Community Development Block Grant Program (the "CDBG") is the development of viable urban communities by providing good housing and suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, the Contractor provides a program that was developed to provide food to low income persons in the Town to enhance the quality of the lives of people in need.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and the Contractor do mutually agree as follows:

**1. STATEMENT OF SERVICES.** The Contractor shall provide personnel as necessary to perform the following services:

1.1 The Contractor shall provide healthy meals to low and moderate income households in the Town. Services will be provided primarily to households that have low and moderate incomes as defined by the United States Department of Housing and Urban Development ("HUD"). "Healthy Meals" shall include lean meats and other protein, fruits and vegetables.

1.2 The Contractor shall provide monthly reports of program activity to the Town in a format requested by the Town. The documentation provided by the Contractor to the Town shall include the total number of households served, household characteristics, number of healthy meals provided, and documentation of expenditures for healthy food items.

**2. TERM.** This Agreement shall apply to services provided by the Contractor between August 1, 2026 and July 31, 2027.

**3. RECORDS & REPORTS.**

3.1 In order to receive reimbursement from the Town for services delivered under this Agreement, the Contractor shall submit on a monthly basis a written request for

payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

3.2 The Town, HUD, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Contractor that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall maintain all records for five (5) years after final reimbursement is received from the Town.

## 4. PROGRAM BUDGET & INCOME.

4.1 The Town will reimburse the Contractor for the delivery of services listed above, up to the total amount of Twenty Five Thousand Dollars ($25,000.00). The Contractor may propose adjustments or amendments to the budget, but amendments shall occur only with the approval of the Town Board. No decrease in expense shall automatically allow a shift of funds from one budget category to another.

4.2 Program income received by the Contractor shall be used to expand current program services.

## 5. COMPLIANCE WITH ALL LAWS.

5.1 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5.2 The Contractor shall carry out all activities under this Agreement in compliance with all applicable federal laws and regulations, including specifically the HUD regulations governing the Community Development Block Grant Program.

5.3 The Contractor specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the requirements of all applicable New York and federal laws prohibiting discrimination, including discrimination on the basis of race, creed, color, national origin, sex, familial status, age, disability or sexual orientation.

**6. SUSPENSION, TERMINATION & NOTICE.**

6.1 The Contractor and this Agreement may be suspended or terminated if the Town, in its sole discretion, determines that the Contractor has materially failed to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Contractor of said reason and stating the date on which the Agreement is to be terminated.

6.2 For all purposes under this Agreement, notice to the Town shall be tendered to the Town Supervisor at the address set forth above; and all notice to the Contractor shall be tendered to the Contractor's Executive Director at the office address set forth above.

**1. CONTRACT DEEMED EXECUTORY.** The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the CDBG Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

**2. QUALIFICATIONS.** The Contractor hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

**7. INDEMNITY & INSURANCE.** The Contractor hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"), from and against any and all suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Contractor, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

7.1 The right of indemnity includes the obligation of the Contractor or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When the Contractor is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, the Contractor shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with the Contractor or its carrier(s) in such defense. The Contractor shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be

approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Contractor or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Contractor, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case the Contractor shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) the Contractor shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by the Contractor. The Contractor shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

7.2 The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

7.3 In the event of any claim or cause of action as to which both the Contractor and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

7.4 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

## 8. INSURANCE.

8.1 The Contractor shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The Contractor shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Contractor agrees to maintain said insurance during the term of this Agreement.

8.2 The Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be

insured under the provisions of the Workers' Compensation Law of the State of New York. The Contractor shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Contractor has no employees, or if Contractor's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Contractor's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

## 9. MISCELLANEOUS PROVISIONS.

9.1 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and the Contractor each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

9.2 Severability; Governing Law; Venue & Dispute Resolution. The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. This Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternate dispute resolution device.

9.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

9.4 Audit. The Contractor shall provide to the Town, immediately upon the Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to five (5) years after termination of this Agreement without cost to the Town.

9.5 Non-Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by the Town, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement nor shall such non-enforcement prevent the Town from enforcing each and every term of this Agreement thereafter.

9.6 Independent Contractor. The Contractor represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

9.7 Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes.

9.8 Standard Terms & Conditions for Town of Irondequoit Contracts. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety, and are made part of this Agreement.

9.9 Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose.

9.10 Survival. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Town and the Contractor have duly executed this Agreement as of the date first written above.

| **IRONDEQUOIT COMMUNITY CUPBOARD, INC.** | **TOWN OF IRONDEQUOIT** |
|---|---|
| By: _____ | By: _____ |
| Debbie Evans<br>President | John Perticone<br>Town Supervisor |
| Date: _____ | Date: _____ |

# ATTACHMENT A

## STANDARD TERMS & CONDITIONS
## FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2026 ("Contract"). As used herein, the word "Contractor" herein refers to the Irondequoit Community Cupboard, Inc., and the word "Town" herein refers to the Town of Irondequoit.

**3.** **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

**4.** **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2026 through July 31, 2027, unless sooner terminated pursuant to the terms hereof.

**5.** **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

**6.** **FEES**. The Town shall pay the Contractor the fees set forth in Section 4 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

**7.** **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

**8.** **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

**9.** **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend

any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

**10. INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

**A. WORKERS' COMPENSATION AND DISABILITY INSURANCE**: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

**B. BUSINESS LIABILITY INSURANCE**: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under

the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

**11. RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

**12. TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

**13. SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**14. EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

**15. BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

**16. ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**17. AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

**IRONDEQUOIT COMMUNITY CUPBOARD, INC.**

By: _____
Debbie Evans, President

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

Resolution No. 2026-___

**EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR THE "HOME SAFE HOME FOR SENIORS" PROGRAM OF SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2026 THROUGH JULY 31, 2027**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

**WHEREAS,** it is necessary to secure the services of Lifespan to provide non-medical home support services to elderly residents of the Town; and

**WHEREAS,** Lifespan has submitted a proposal for the "Home Safe Home for Seniors" program for the twelve (12) month period from August 1, 2026 through July 31, 2027 for the total amount of $15,000; and

**WHEREAS**, Lifespan's "Home Safe Home for Seniors" program was part of the Irondequoit 2025 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2026-113; and

**WHEREAS,** funding for this service is available in the Community Development Block Grant as a public service program expense.

**NOW, THEREFORE BE IT RESOLVED,** that the Town Board authorizes the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2026 through July 31, 2027 in the amount of $15,000.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

**AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER, INC.**

This is an Agreement entered into on the 1st day of August, 2026 between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester, Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

**WHEREAS,** the primary objective of the CDBG program is to foster the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

**WHEREAS,** by definition under the CDBG program, senior citizens and handicapped persons are considered to be persons of low or moderate income; and

**WHEREAS,** the Lifespan Home Safe Home for Seniors program was developed to provide home safety assessments and minor home modifications to persons age 62 and older and to handicapped persons of any age so as to enhance the lives of seniors and handicapped persons by contributing to their independence and freedom.

**NOW THEREFORE,** in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

1. Lifespan agrees to provide the services set forth in ATTACHMENT A (the "Services").

2. The CDBG agrees to pay Lifespan for the services set forth in ATTACHMENT A the total sum not to exceed Fifteen Thousand Dollars ($15,000.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with, and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG or the Town of Irondequoit, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other

circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the Town of Irondequoit, CDBG or any of their duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto as ATTACHMENT B are hereby incorporated by reference in their entirety and made a part of this Agreement.

**NON DISCRIMINATION:**
Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. Lifespan agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. Lifespan further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

**LIFESPAN OF GREATER ROCHESTER, INC.**

By: _____
Ann Marie Cook, President and CEO

**STATE OF NEW YORK )**
**COUNTY OF MONROE ) SS:**

On this __ day of _____, 2026, before me personally came **John Perticone**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

**STATE OF NEW YORK )**
**COUNTY OF MONROE ) SS:**

On this __ day of _____, 2026, before me personally came **Ann Marie Cook**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President and CEO** of Lifespan of Greater Rochester, Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

## ATTACHMENT A

## THE SERVICES

**SCOPE OF SERVICES TO BE PERFORMED:** Lifespan of Greater Rochester, Inc. will provide home falls prevention assessments and minor home modifications up to 100 homes of the Town of Irondequoit. Services will be provided to residents of Irondequoit who are age 62+ and to persons with disabilities of any age. These services are financially covered by a grant from the Town of Irondequoit Community Development Block Grant.

Examples of home modifications that Lifespan will perform:

| | |
|---|---|
| Carbon monoxide detectors | Tub seats |
| Grab bars | Toilet hand grips |
| Night lights | Shower/tub mats |
| Transfer bench | Smoke detectors |
| Hand held shower | Stair hand rails |
| Tub grips | |
| Raised toilet seat | |
| Door grips | |
| Toilet hand rail | |

Lifespan will perform

- A falls prevention assessment in each home
- Based on the results of the assessment, actual home modifications including provision of equipment/supplies to prevent falls and other injuries

Lifespan will provide monthly reports of program activity to the Town of Irondequoit in a format requested by the Town.

Referrals will be received through NY Connects or through direct referral from the Town of Irondequoit. Services provided through this contract will be covered by a grant from the Town of Irondequoit Community Development Block Grant for qualified recipients. Eligibility will be determined based on age and/or disability and income of the resident applying Community Development Block Grant income guidelines. Lifespan will also provide services to individuals who do not meet the income guidelines but will charge a labor rate and the actual cost of materials used. We will also work with the Irondequoit Department of Community Development and work with local media to increase referrals if necessary.

Assessments, modifications and equipment will be provided without charge to Irondequoit residents found eligible for the service. Lifespan will request that program recipients complete a customer satisfaction survey and will provide program recipients with written material about making a voluntary contribution to Lifespan.

# ATTACHMENT B

## STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2026 ("Contract"). As used herein, the word "Contractor" herein refers to Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2026 through July 31, 2027, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written prior consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the Scope of Work provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Further, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the

extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

**A. WORKERS' COMPENSATION AND DISABILITY INSURANCE**: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

**B. BUSINESS LIABILITY INSURANCE**: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under

the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

**LIFESPAN OF GREATER ROCHESTER, INC.**

By: _____
Ann Marie Cook, President and CEO

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

Resolution No. 2026-____

**EXTRACT OF THE MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR TRANSPORTATION SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2026 THROUGH JULY 31, 2027**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____offered the following resolution and moved its adoption:

**WHEREAS,** it is necessary to secure the services of the Lifespan of Greater Rochester, Inc. to provide transportation services to elderly residents of the Town; and

**WHEREAS,** the Lifespan of Greater Rochester, Inc. has submitted a proposal for the twelve (12) month period from August 1, 2026 through July 31, 2027 in the amount of $30,000 and

**WHEREAS**, Lifespan's program was part of the Irondequoit 2026 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2026-113; and

**WHEREAS,** funding for this service is available in the Community Development Block Grant as a public service program expense.

**NOW, THEREFORE BE IT RESOLVED,** that the Town Board authorizes the Supervisor to enter into an agreement with the Lifespan of Greater Rochester, Inc. for transportation services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2026 through July 31, 2027 in the amount of $30,000.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

**AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER INC.**

This is an Agreement entered into on the 1st day of August, 2026, between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

**WHEREAS,** the primary objective of the CDBG program is the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

**WHEREAS,** by definition under the CDBG, senior citizens are considered to be persons of low or moderate income; and

**WHEREAS**, Lifespan has extensive experience in providing specialized transportation services;

**NOW THEREFORE,** in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Lifespan agrees to provide non-emergency group transportation services to persons age 60 years and older who reside in the Town of Irondequoit that are unable to drive or take public transit. Rides can be booked seven (7) days a week with most providers that offer weekend transportation; however the IRide mobility manager service is only available Monday through Friday during normal business hours. Reservations are required for all discounted trips. The program provides services to destinations within Monroe County for the following purposes: non-emergency medical appointments, physical therapy, visits to nursing homes, grocery shopping, and to other destinations for social outings.

In order to be eligible, riders must be residents of the Town of Irondequoit to receive the CDBG subsidy; the mobility manager will help residents to determine if additional fare reductions may be applicable by other funders. Riders would receive a CDBG subsidy, payable directly to the provider they use, for the first eight (8) one-way rides a month for routine medical appointments, grocery trips, visits to nursing homes and social outings; and a subsidy for up to twenty-five (25) one-way rides if the need is for chronic medical treatments such as dialysis, chemotherapy, radiation, physical therapy and similar treatments. This will ensure that limited Town funds will not be depleted quickly and that priority needs can be addressed.

1. Lifespan will provide transportation services through its travel partners under this Agreement and will seek reimbursement from the Irondequoit CDBG at a rate between four dollars ($4.00) to eight dollars ($8.00) per trip up to a total of one thousand (2,500) individual trips. Lifespan will control the quantity and quality of the transportation services to be provided by this Agreement. Lower-income older adults participating the program

will obtain increased travel subsidies, in some cases resulting in no fare, through use of Medical Motor Service, one of the travel partners of IRide coordinated by Lifespan.

2. The CDBG agrees to pay Lifespan for the services set forth herein the total sum not to exceed thirty thousand dollars ($30,000). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. The CDBG further agrees to reimburse Lifespan for administrative costs for insurance for the services provided pursuant to this Agreement and CDBG-related accounting expenses, provided such costs are included within the t thirty thousand dollars ($30,000), maximum annual grant set forth in Section 2, above.

4. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

5. The term of this Agreement will be from August 1, 2026, through July 31, 2027.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the CDBG or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

**NONDISCRIMINATION**: Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit

discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. MMS agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. MMS further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**TOWN OF IRONDEQUOIT**

By: _____
John Perticone, Supervisor

**LIFESPAN OF GREATER ROCHSTER INC.**

By: _____
Ann Marie Cook
President/CO

**STATE OF NEW YORK )**
**COUNTY OF MONROE ) SS:**

On this __ day of _____, 2026, before me personally came **John Perticone,** to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

**STATE OF NEW YORK )**
**COUNTY OF MONROE ) SS:**

On this __ day of _____, 2026, before me personally came Ann Marie Cook, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President/CEO** of Lifespan of Greater Rochester Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

## ATTACHMENT A

## STANDARD TERMS & CONDITIONS
## FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated August 1, 2026, ("Contract"). As used herein, the word "Contractor" herein refers to the Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

**SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

**TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2026, through July 31, 2027, unless sooner terminated pursuant to the terms hereof.

**NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

**FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

**EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

**IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

**WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in

connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

**INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and noncontributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days' written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

**A. WORKERS' COMPENSATION AND DISABILITY INSURANCE**: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

**B. BUSINESS LIABILITY INSURANCE**: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

Comprehensive Form
Business Liability Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury
Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under

the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

**RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

**TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

**SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

**BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

**ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

**LIFESPAN OF GREATER ROCHESTER INC.**

By: _____
Ann Marie Cook, President/CEO

**TOWN OF IRONDEQUOIT**

By: _____
Andrae Evans, Supervisor

Resolution No. 2026-

**EXTRACTION OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2026 LIBRARY BUDGET**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th t day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board member _____offered the following resolution and moved its adoption:

**WHEREAS,** the Irondequoit Public Library Board approved personnel changes within the 2026 library budget: and

**WHEREAS,** budget transfers are necessary to provide proper funding; and

**WHEREAS,** the Library Board met and has approved a transfer of $15,971 from expense group 4 (services & supplies) to accommodate the personnel changes at a Library Board meeting held on December 17, 2025.

**NOW, THEREFORE BE IT RESOLVED,** that the Town Board approves an amendment of the 2026 Library budget as recommended by the Library Board, transfer $15,971 from account L5741000-540500 to various personnel and benefit line items as outlined in the attachment.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

# 2026 Library Budget Transfer Requests

## Overview

Additional funds are needed in the 2026 personnel budget to:

- Promote a full-time Library Assistant to a full-time Librarian I to oversee the 1839 Maker's Lab
- Continue the established scheduling practices for part-time staff during weekend hours
- Resolve minor discrepancies between the library's 2026 personnel budget request and the adopted 2026 budget in the Library Page budget line and longevity budget line

Total salaries budget after transfers: $1,279,719 (2026 adopted budget + $14,843)
Total employee benefits budget after transfers: $567,213 (2026 adopted budget + $1,128)
Total library materials budget after transfers: $164,029 (2026 adopted budget - $15,971)

## Specifics

**Transfers into the Full-Time Professional Budget (L005-L5741000-510000-7410)**
**Adopted 2026 Budget:** $479,067
**Revised 2026 Budget:** $530,488 ($479,067 + $51,421)
**Reason for Transfer:** Figure needed for to convert full-time Library Assistant job title to full-time Librarian I job title to oversee the operations of the 1839 Maker's Lab
**Transfer Request:** Transfer $45,838 from full-time clerical budget (L005-L5741000-510000-7415) and $5,583 from library materials (L005-L5741000-540500) to full-time professional budget (L005-L5741000-510000-7410)

**Transfers Out of the Full-Time Support Budget (L005-L5741000-7415)**
**Adopted 2026 Budget:** $304,793
**Revised 2026 Budget:** $258,955 ($304,793 - $45,838)
**Reason for Transfer:** $45,838 is needed to convert full-time Library Assistant job title to Librarian I job title to oversee the operations of the 1839 Maker's Lab
**Transfer Request:** Transfer $45,838 from full-time professional budget (L005-L5741000-510000-7410) to full-time support budget (L005-L5741000-7415)

**Transfers Out of the Library Materials Budget (L005-L5741000-540500)**
**Adopted 2026 Budget:** $180,000
**Revised 2026 Budget:** $164,029 ($180,000 - $15,971)
**Reason for Transfer:** A total of $15,970 is needed in other budget lines to accomplish objectives explained elsewhere in this document.

Although this represents a decrease in the library materials budget for 2026, the savings from discontinuing Hoopla will result in a greater selection of physical titles on our shelves and digital in OverDrive compared to the materials selection available in 2025.

In 2025, the price per checkout was $2.36 for Hoopla titles, $0.23 per checkout for OverDrive, and $0.24 per checkout for our physical collection. Hoopla accounts for only 3% of our circulation in 2025 while consuming over 20% our materials budget.

**Transfer Request:**

- Transfer $5,583 into full-time professional budget (L005-L5741000-510000-7410)
- Transfer $9,141 into part-time support budget (L005-L5741000-7415)
- Transfer $19 into library page budget (L005-L5741000-510200-7420)
- Transfer $100 transfer into longevity budget (L005-L5741000-510009)
- Transfer $1,128 into employee benefits lines (L005-741000-580100, L005-741000-580200, L005-741000-580300, L005-741000-580400, L005-741000-580420, L005-741000-580470, L005-741000-580700, L005-741000-580900)

**Transfers Out of the Part-Time Professional Budget (L005-L5741000-510200-7410)**
**Adopted 2026 Budget:** $79,535
**Revised 2026 Budget:** $57,577 ($79,535 - $21,958)
**Reason for Transfer:** Only $57,577 is needed to cover cost of part-time Librarian II salary ($39,978) and substitute Librarian I hours based on 2025 usage ($17,599)
**Transfer Request:** Transfer $21,958 from part-time professional/substitute budget (L005-L5741000-510200-7410) to part-time clerical budget (L005-L5741000-510200-7415) to cover weekend hours for part-time reference desk staff

**Transfers into the Part-Time Clerical Budget (L005-L5741000-510200-7415)**
**Adopted 2026 Budget:** $308,269
**Revised 2026 Budget:** $339,368 ($308,269 + $31,099)
**Reason for Transfer:** $339,368 is needed to cover cost of 3.5% cost-of-living increase and weekend hours for all part-time clerical positions
**Transfer Request:** Transfer $21,958 from part-time professional/substitute budget (L005-L5741000-510200-7410) and $9,141 from library materials (L005-L5741000-540500) to part-time clerical budget (L005-L5741000-510200-7415)

**Transfers into the Library Page Budget (L005-L5741000-510200-7420)**
**Adopted 2026 Budget:** $69,363
**Revised 2026 Budget:** $69,382 ($69,363 + $19)
**Reason for Transfer:** An additional $19 is needed to cover the cost of the 3.5% cost-of-living increase for all Library Page positions
**Transfer Request:** Transfer $19 from library materials (L005-L5741000-540500) to Library Page budget (L005-L5741000-510200-7420)

**Transfers into the Longevity Budget (L005-L5741000-510009)**
**Adopted 2026 Budget:** $5,850
**Revised 2026 Budget:** $5,950 ($5,850 + $100)
**Reason for Transfer:** An additional $100 is needed to cover the cost of contractually mandated longevity increase for 2026
**Transfer Request:** Transfer $100 from library materials (L005-L5741000-540500) to longevity budget (L005-L5741000-510009)

**Transfers into the Employee Benefits Budgets Lines (L005-741000-580100, L005-741000-580200, L005-741000-580300, L005-741000-580400, L005-741000-580420, L005-741000-580470, L005-741000-580700, L005-741000-580900)**
**Adopted 2026 Budget:** $566,085
**Revised 2026 Budget:** $567,213 (566,085 + $1,128)
**Reason for Transfer:** An additional $1,128 is needed to accommodate the 20% increase in benefits cost increase when full-time Library Assistant job title is converted to a full-time Librarian I job title to oversee the operations of the 1839 Maker's Lab
**Transfer Request:** Transfer $1,128 from library materials (L005-L5741000-540500) to employee benefits budgets lines (L005-741000-580100, L005-741000-580200, L005-741000-580300, L005-741000-580400, L005-741000-580420, L005-741000-580470, L005-741000-580700, L005-741000-580900)

Resolution No. 2026-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN AGREEMENT FOR PLANNING & ZONING ENGINEERING SERVICES**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2025 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS**, it is necessary for the Town of Irondequoit to have an Engineer for the Town to provide engineering reviews and services for planning & zoning to the Town; and

**WHEREAS,** pursuant to Town Code Section 51-10, the Town issued a Request for Proposals for General Legal Services on April 13, 2026 (the "RFP"). A copy of the RFP is attached as **Attachment 1** hereto; and

**WHEREAS**, RFP responses were due by May 1, 2026; and

**WHEREAS**, the Town received three (3) responses to the RFP; and

**WHEREAS,** the Town convened an RFP Selection Committee (the "Committee") that reviewed the responses, conducted a preliminary ranking, and interviewed three responding firms; and

**WHEREAS**, at the conclusion of the interviews and after reviewing all relevant RFP materials, the Committee recommends that the Town Board hire MRB Group as Planning & Zoning Engineer for the Town;

**NOW THEREFORE BE IT RESOLVED**, that the Town Board appoints MRB Group as Planning & Zoning Engineer for the Town, And authorizes the Supervisor to enter into an agreement with MRB Group in substantially the form annexed hereto as **Attachment 2** and in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

a town for a lifetime
IRONDEQUOIT New York

Release: April 13, 2026

# Request for Proposals

# For

# Engineering Services

Submissions due: **May 1, 2026 at 4 p.m. EST**

Deliver written submissions to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Deliver electronic submissions to: **dmarsh@irondequoit.gov**

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## A. NOTICE

The Town of Irondequoit ("Town") is soliciting written proposals from qualified engineers and/or engineering firms to provide general municipal engineering services as the Engineer for the Town. The scope of engagement is expected to include working with the Department of Public Works, and the Department of Community Development, as well as the Town's Planning Board and Zoning Board of Appeals. The selected engineer or engineering firm will enter into a contract with the Town of Irondequoit to perform the professional services described more completely below. The term "firm" shall be used hereafter to mean law firms as well as individual attorneys.

The scope of the services is described in this Request for Proposals ("RFP"). Copies of this RFP may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST.

Pursuant to Town Code Chapter 51, the Town will hold interviews with firms submitting proposals. Interviews will be coordinated at the sole direction of the Town, and it is required that key staff members from each firm attend. The Town reserves the right to set the interview date and time, but to the extent practicable, the Town will accommodate specific scheduling requests.

The Town reserves the right to accept or reject any and all proposals if it determines it is in the best interests of the Town.

## B. BACKGROUND

The Town of Irondequoit is bordered on three sides by bodies of water, the Genesee River to the west, Lake Ontario to the north, and Irondequoit Bay to the east, giving rise to its historic Haudenosaunee placename "where land and waters meet." Established in 1839 as a town within Monroe County, it was a predominately rural municipality characterized by an agrarian economy and early waterfront resort communities until the early twentieth century when it transformed to a densely populated inner-ring suburb of the City of Rochester. The Town is home to approximately 51,000 people.

The Town owns and maintains roadways, drainage, water, sewer, park and municipal facility infrastructure. Projects may be funded through local sources, Monroe County programs, and/or New York State Department of Transportation Grants.

The Town Planning Board meets approximately twenty-five times a year. Work shop meetings are held on are held on the second Monday of each month, and regular meetings are held on the fourth Monday of each month. Meetings take place at 7:00 p.m. at the Town Hall.

The Town Zoning Board of Appeals meets approximately twelve times a year. Meetings are held on the first Monday of each month. Meetings take place at 7:00 p.m. at the Town Hall.

All meetings may be viewed online at https://www.youtube.com/@Town-of-Irondequoit/streams. The Town Code can be found at: https://ecode360.com/IR0059?needHash=true

## C. INSTRUCTIONS FOR SUBMISSION

SUBMISSION OF PROPOSAL

The Town is soliciting proposals to provide General Engineering Services as Engineer for the Town. Prospective firms must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in Section D of this RFP.

Submitted proposals must follow the format as outlined in this RFP to ensure the Town receives comparable documents, allowing for a fair and objective review and evaluation.

Final responses to this RFP must include one (1) hard copy or one (1) electronic copy of your proposal. Electronic copies must be submitted in .doc or PDF format.

Proposals must be clearly marked as "Response to RFP for General Engineering Services." Proposals must be signed by an official authorized to legally bind the firm to all provisions included in the proposal.

Submit proposals to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
dmarsh@irondequoit.gov

REQUESTS FOR INFORMATION

All requests for information and questions shall be made in writing to the Comptroller, Diana Marsh, at the email address listed above with the subject line: "RFP: General Engineering Services – Request for Information" no later than **April 20, 2026** at **12:00 p.m. EST.** Any inquires sent after that time will not receive a response. Answers to all questions will be included as part of an Addendum to this RFP and distributed to all known firms via email by April 23, 2026. After April 23, 2026, the Addendum will also be available for review and may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST, Monday through Friday.

No contact will be allowed between responding law firms or attorneys and any Town employee or official unless permission is specifically authorized in writing by the Comptroller. Prohibited contact may be grounds for disqualification.

DEADLINE FOR SUBMISSION

Final proposal submissions must be received no later than **4:00 p.m. EST** on **Friday, May 1, 2026**. To be considered, proposals must arrive on or before the date and time specified.

Requests for extension of the submission date will not be granted. Allow ample delivery time to assure timely receipt of any mailed proposals.

RESERVATION OF RIGHTS

The Town reserves the right to: refuse any and all proposals in part or entirely; disregard all nonconforming, nonresponsive, or conditional proposals; and waive any or all informalities. The Town will base its selection on the evaluation criteria in Section G.

BOARD APPROVAL REQUIRED

Any award is subject to the execution of a contract between the selected firm and the Town. The Town's contract obligation is contingent upon: (1) approval of the contract by the Town Board and (2) execution of the contract between the Town and selected firm. No legal liability on the part of the Town for payment of any money shall arise unless and until a contract is executed by both parties. The Town shall have no responsibility or liability for any of the firm's costs related to preparation of responses, attendance at interviews, etc.; all such costs are solely at the firm's risk and expense.

## D. SCOPE OF SERVICES

CLIENT

The client shall be the Town, and the primary points of contact will be the Town's Director of Development and the Town's Commissioner of Public Works.

GENERAL SCOPE OF SERVICES

The services requested include providing engineering services for all matters related to Town operations, including but not limited to engineering review, document generation, and other related tasks.

Services may include feasibility studies, planning, design, preparation of plans and specifications, environmental review, permitting, bidding assistance, construction administration, inspection, grant coordination, and project closeout.

Services may also include attending Planning and Zoning Board meetings, and other engineering-related services, as assigned.

## E. SUBMISSION REQUIREMENTS

Proposals should demonstrate the qualifications, competence, depth, and capabilities of the firms seeking to provide engineering services to the Town in conformity with the requirements of this RFP.

FORMAT

Each proposal should include a cover letter and table of contents. The cover letter should not exceed one (1) page and should indicate the firm's interest in the engagement and summarize key points of the proposal.

The table of contents must follow the cover letter and should clearly outline the contents of the proposal.

## SUBMISSION REQUIREMENTS

*General Information About Firm*

1. Name, address, telephone number, and e-mail address of firm.
2. Name of contact person, email, and telephone number for purposes of communications regarding the proposal.
3. Size of the firm, the size of the firm's municipal engineering staff, the location of the office from which work for the Town will be performed, and the number and nature of the professional staff to be employed in this engagement.
4. Narrative about the history of the firm, including date of inception, experience with relevant experience providing services to New York municipalities.
5. Explanation of firm resources, including clerical and support staff, library and research capabilities, and other relevant information.

*Qualifications of Firm and Engineering Team*

1. Identify proposed engineering team and how it will be organized to accomplish the scope of work.
2. Provide proof of licensure in the State of New York for each licensed professional proposed to perform professional services under the engagement.
3. Identify the accessibility of the proposed engineering team, and the response time that they offer to the Town.
4. Narrative of the qualifications of the person(s) proposed to work directly with the Town to include:
   a) training, years of practice, areas of specialization, date of licensure (if applicable);
   b) Experience representing New York municipalities, including the percentage of overall workload that is dedicated to municipal clients and the years of municipal law practice;
   c) Engineering experience; and
   d) Professional affiliations.

*Mandatory Questions*

Firms must provide an answer to each of the questions listed below. Please designate the answers in the table of contents as "Mandatory Question Responses."

1. Are any engineers, officers, principals, partners, or employees of the firm presently subject to discipline, or declared ineligible for a contract, by a federal or state

department or Town, including any established courts or administrative tribunals?

2. Has the firm, its officers, principals, partners, or employees that are expected to perform services under this RFP, been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the applicable profession suspended or revoked for any reason?
3. Within the last five years has the firm, its officers, principals, partners, or employees expected to perform services under this RFP, been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property?
4. Has the firm been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain current status.

*References*

Include identifying and contact information for at least three (3) current references for whom comparable work has been performed within the last three (3) years.

*Proof of Insurance*

Provide an affirmative statement that the firm maintains professional liability, Workers' Compensation, and New York Disability insurance coverage. Acknowledge that, if selected, the firm will provide the Town with Certificates of Insurance, with the Town as the Certificate Holder, in a form that is satisfactory to the Town.

*Cost Proposal*

1. Provide a narrative about the proposed method for calculation of hourly fees or annual rate to provide the services as described in Section D.
2. Indicate the hourly rate for each member of the proposed team.
3. Indicate whether or not out of pocket expenses, including mileage, are included in the proposed price.
4. Indicate a description of basic services to be included and list services or other incidentals for which additional fees would be charged.
5. Provide a narrative of normal billing cycle procedures.
6. A statement that the prices identified in the cost proposal will remain valid for a minimum of 365 days after date of submission.

## F. TENTATIVE SCHEDULE

| | |
|---|---|
| Advertise Request for Proposal | April13, 2026 |
| Requests for Information Due | April 20, at 12:00 p.m. |
| Addendum(s) Furnished | April 23, 2026 |
| Submissions Due | May 1, 2026, at 4:00 p.m. |
| Proposal Review Interviews | Week of,May 4 2026 |
| Town Board Resolution/ Contract Execution | May 19, 2026 |
| Transition and Knowledge Transfer | May-June 2026 |

## G. SELECTION PROCEDURE AND CRITERIA

SELECTION PROCEDURE

The Town will abide by the policy and procedures for securing professional services as detailed in Town Code § 51-10.

The Town's Selection Committee shall formally evaluate and rank each proposal. Interviews with each of the firms submitting proposals shall be held prior to ranking, provided that if more than three firms submit proposals, the Selection Committee may provide a preliminary assessment of all proposals and elect to interview no less than the top three firms. During the interview process, selected firms will be given approximately sixty minutes to present their proposals and answer questions from the Selection Committee. At the conclusion of the interviews, the Selection Committee will evaluate each firm and document the ranking.

Once ranking is complete, the Town will negotiate the terms of a contract with the top-ranked firm. In the event that negotiations are not successful, the second-ranked firm shall be invited to engage in a similar negotiation.

When negotiations are complete, the Selection Committee shall present the scope of the professional services to be performed and the proposed fee to the Town Board for approval.

The Town reserves the right to make selection based on its sole judgment and further reserves the right to reject any and all proposals.

EVALUATION CRITERIA

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Although price will be a factor in consideration of the responses, it is not the sole criterion.

All complete proposals received by the Town of Irondequoit will evaluated for:

1. Firm's qualifications and demonstrated capability to provide the solicited services;
2. Communication skills and the ability to work effectively with the Town Board, Town Supervisor, municipal staff members, and the Town's Boards and Committees;
3. Depth and breadth of experience and expertise in the field, specifically in those matters most often encountered in New York municipalities;
4. Ability to perform services promptly and in a manner that permits the Town's administration to meet established deadlines, to act expeditiously in matters requiring engineering services, and to operate in an effective and efficient manner;
5. Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems and availability to accommodate attendance at meetings, as necessary;
6. References of municipalities for which similar services are currently being provided;
7. Firm's price proposal;
8. General quality and responsiveness of the proposal;
9. Degree to which the proposal addresses all items in the Scope of Services; and
10. Other qualifications or criteria as deemed appropriate by the Town.

June 1, 2026

Diana Marsh, Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

**Re: Proposal for Professional Services**
**Town of Irondequoit – Planning Support Services**

Dear Diana:

Thank you for the opportunity to submit a proposal for MRB Group to assist the Town of Irondequoit with Planning Support Services.

## I. Scope of Services and Compensation

As an advisor to more than 150 municipalities, including several in Monroe County, MRB Group has years of experience in supporting and being a partner with local towns and villages. Based upon our meeting on May 22, 2026 and our discussion today, Town wishes to retain MRB Group, primarily for engineering review related to Planning Board Applications.

Please note that MRB Group has experienced staff and knowledge to assist the Town with numerous professional services if needed including, but not necessarily limited to:

- Board meeting attendance and assistance with public meetings and presentations
- SEQR (State Environmental Quality Review) Procedures.
- Staff and Board technical assistance.
- Staff and Board certified training.
- Special Use Permit, Variances, Site Plan & Subdivision Plan Processes.
- NYSDEC Stormwater and MS4 review and support services.
- Civil Engineering Studies, Design, Construction Administration and support services.
- Code assistance and technical review, and coordination of Telecommunication, Wind Energy and Large-Scale Solar Applications & Article 94c Projects.
- Geographical Information Systems Services.

- Grant Writing and Assistance

John Paul Schepp. P.E, will be the point of contact for Planning Services and will coordinate with the Town and applicants' consultants as required.

Prior to commencing a specific service requested under this agreement, the Town will provide MRB Group guidance on applications needing engineering review. MRB Group would proceed with the assigned tasks(s) and would submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. Please see the 2026 hourly employee rates below. MRB Group Standard Rates are subject to annual adjustment.

- Senior Project Manager - $285
- Senior Planning Associate I - $218
- Planning Associate - $155
- Engineer I - $160
- Engineer II - $175
- Engineer III - $188

## II. Commencement of Work

Upon receipt of the signed proposal, MRB Group will be available to begin work for the Town.

## III. Professional Services Agreement

Attached hereto and made part of this Agreement is MRB Group's Professional Services Agreement.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for the opportunity to work with you, and we look forward to establishing a long and successful relationship. Please do not hesitate to contact us for any clarification or additional information.

Sincerely,

John Paul Schepp, P.E.
Senior Project manager

James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

Proposal Accepted by Town of Irondequoit:

| Signature | Title | Date |
|---|---|---|
| | | |

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Irondequoit, Town of/O-26-0469 Engineering Services/(T) Irondequoit PB Services Proposal.docx

MRB Group

# MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C.

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

## 1. CLIENT RESPONSIBILITIES

a. **Project Information**. Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.

b. **Right of Entry**. Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.

c. **Ownership of Property**. Client represents that it owns the property upon which the Services will be provided.

## 2. MRB GROUP SERVICES

a. **Scope of Services and Standard of Care**. MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.

b. **Compliance with Law**. MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.

c. **Opinions of Probable Construction Cost**. MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.

d. **Opinions of Total Project Costs**. The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility for the accuracy or completeness of any opinions of total project costs.

e. **Subcontracting**. MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

## 3. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

## 4. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

## 5. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

## 6. LIABILITY; INDEMNITY

a. **Limitation of Liability**. Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB

Group's aggregate liability arising out of or relating to this Agreement, any attachment or Proposal exceed the fees paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.

b. **Indemnity**. Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

**7. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION**

a. **Ownership**. All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.

b. **Records Retention**. MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

**8. INSURANCE**

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a personal injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

**9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

**10. FORCE MAJEURE**. Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

**11. PUBLICITY**

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

**12. MISCELLANEOUS**

a. **Independent Contractor**. It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.

b. **Binding Effect; Assignment**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

c. **Governing Law; Dispute Resolution**. This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential

mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute through negotiations or mediation, then the Parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

d. **Entire Agreement**. This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.

e. **Amendments**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.

f. **Survival**. Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 3, 5, 6, 7, 9, 11 and 12 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an "Action") no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.

g. **Notice**. Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.

To: **MRB Group Engineering, Architecture & Surveying, D.P.C.**
**145 Culver Road, Suite 160**
**Rochester, New York 14620**
**Attention: Chief Legal Officer**

**To Client: (As set forth in the Proposal)**

h. **Waiver**. Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.

i. **Severability**. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.

Resolution No. 2026-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN AGREEMENT FOR PUBLIC WORKS ENGINEERING SERVICES**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 P.M. local time; there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS**, it is necessary for the Town of Irondequoit to have an Engineer for the Town to provide engineering reviews and services for planning & zoning to the Town; and

**WHEREAS,** pursuant to Town Code Section 51-10, the Town issued a Request for Proposals for General Legal Services on April 13, 2026 (the "RFP"). A copy of the RFP is attached as **Attachment 1** hereto; and

**WHEREAS**, RFP responses were due by May 1, 2026; and

**WHEREAS**, the Town received three (3) responses to the RFP; and

**WHEREAS,** the Town convened an RFP Selection Committee (the "Committee") that reviewed the responses, conducted a preliminary ranking, and interviewed three responding firms; and

**WHEREAS**, at the conclusion of the interviews and after reviewing all relevant RFP materials, the Committee recommends that the Town Board hire Passero Associates as Public Works Engineer for the Town;

**NOW THEREFORE BE IT RESOLVED**, that the Town Board appoints Passero Associates as Public Works Engineer for the Town, and authorizes the Supervisor to enter into an agreement with Passero in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Town Board Member | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

a town for a lifetime
IRONDEQUOIT New York

Release: April 13, 2026

# Request for Proposals

# For

# Engineering Services

Submissions due: **May 1, 2026 at 4 p.m. EST**

Deliver written submissions to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Deliver electronic submissions to: **dmarsh@irondequoit.gov**

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## A. NOTICE

The Town of Irondequoit ("Town") is soliciting written proposals from qualified engineers and/or engineering firms to provide general municipal engineering services as the Engineer for the Town. The scope of engagement is expected to include working with the Department of Public Works, and the Department of Community Development, as well as the Town's Planning Board and Zoning Board of Appeals. The selected engineer or engineering firm will enter into a contract with the Town of Irondequoit to perform the professional services described more completely below. The term "firm" shall be used hereafter to mean law firms as well as individual attorneys.

The scope of the services is described in this Request for Proposals ("RFP"). Copies of this RFP may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST.

Pursuant to Town Code Chapter 51, the Town will hold interviews with firms submitting proposals. Interviews will be coordinated at the sole direction of the Town, and it is required that key staff members from each firm attend. The Town reserves the right to set the interview date and time, but to the extent practicable, the Town will accommodate specific scheduling requests.

The Town reserves the right to accept or reject any and all proposals if it determines it is in the best interests of the Town.

## B. BACKGROUND

The Town of Irondequoit is bordered on three sides by bodies of water, the Genesee River to the west, Lake Ontario to the north, and Irondequoit Bay to the east, giving rise to its historic Haudenosaunee placename "where land and waters meet." Established in 1839 as a town within Monroe County, it was a predominately rural municipality characterized by an agrarian economy and early waterfront resort communities until the early twentieth century when it transformed to a densely populated inner-ring suburb of the City of Rochester. The Town is home to approximately 51,000 people.

The Town owns and maintains roadways, drainage, water, sewer, park and municipal facility infrastructure. Projects may be funded through local sources, Monroe County programs, and/or New York State Department of Transportation Grants.

The Town Planning Board meets approximately twenty-five times a year. Work shop meetings are held on are held on the second Monday of each month, and regular meetings are held on the fourth Monday of each month. Meetings take place at 7:00 p.m. at the Town Hall.

The Town Zoning Board of Appeals meets approximately twelve times a year. Meetings are held on the first Monday of each month. Meetings take place at 7:00 p.m. at the Town Hall.

All meetings may be viewed online at https://www.youtube.com/@Town-of-Irondequoit/streams. The Town Code can be found at: https://ecode360.com/IR0059?needHash=true

## C. INSTRUCTIONS FOR SUBMISSION

SUBMISSION OF PROPOSAL

The Town is soliciting proposals to provide General Engineering Services as Engineer for the Town. Prospective firms must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in Section D of this RFP.

Submitted proposals must follow the format as outlined in this RFP to ensure the Town receives comparable documents, allowing for a fair and objective review and evaluation.

Final responses to this RFP must include one (1) hard copy or one (1) electronic copy of your proposal. Electronic copies must be submitted in .doc or PDF format.

Proposals must be clearly marked as "Response to RFP for General Engineering Services." Proposals must be signed by an official authorized to legally bind the firm to all provisions included in the proposal.

Submit proposals to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
dmarsh@irondequoit.gov

REQUESTS FOR INFORMATION

All requests for information and questions shall be made in writing to the Comptroller, Diana Marsh, at the email address listed above with the subject line: "RFP: General Engineering Services – Request for Information" no later than **April 20, 2026** at **12:00 p.m. EST.** Any inquires sent after that time will not receive a response. Answers to all questions will be included as part of an Addendum to this RFP and distributed to all known firms via email by April 23, 2026. After April 23, 2026, the Addendum will also be available for review and may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST, Monday through Friday.

No contact will be allowed between responding law firms or attorneys and any Town employee or official unless permission is specifically authorized in writing by the Comptroller. Prohibited contact may be grounds for disqualification.

DEADLINE FOR SUBMISSION

Final proposal submissions must be received no later than **4:00 p.m. EST** on **Friday, May 1, 2026**. To be considered, proposals must arrive on or before the date and time specified.

Requests for extension of the submission date will not be granted. Allow ample delivery time to assure timely receipt of any mailed proposals.

RESERVATION OF RIGHTS

The Town reserves the right to: refuse any and all proposals in part or entirely; disregard all nonconforming, nonresponsive, or conditional proposals; and waive any or all informalities. The Town will base its selection on the evaluation criteria in Section G.

BOARD APPROVAL REQUIRED

Any award is subject to the execution of a contract between the selected firm and the Town. The Town's contract obligation is contingent upon: (1) approval of the contract by the Town Board and (2) execution of the contract between the Town and selected firm. No legal liability on the part of the Town for payment of any money shall arise unless and until a contract is executed by both parties. The Town shall have no responsibility or liability for any of the firm's costs related to preparation of responses, attendance at interviews, etc.; all such costs are solely at the firm's risk and expense.

## D. SCOPE OF SERVICES

CLIENT

The client shall be the Town, and the primary points of contact will be the Town's Director of Development and the Town's Commissioner of Public Works.

GENERAL SCOPE OF SERVICES

The services requested include providing engineering services for all matters related to Town operations, including but not limited to engineering review, document generation, and other related tasks.

Services may include feasibility studies, planning, design, preparation of plans and specifications, environmental review, permitting, bidding assistance, construction administration, inspection, grant coordination, and project closeout.

Services may also include attending Planning and Zoning Board meetings, and other engineering-related services, as assigned.

## E. SUBMISSION REQUIREMENTS

Proposals should demonstrate the qualifications, competence, depth, and capabilities of the firms seeking to provide engineering services to the Town in conformity with the requirements of this RFP.

FORMAT

Each proposal should include a cover letter and table of contents. The cover letter should not exceed one (1) page and should indicate the firm's interest in the engagement and summarize key points of the proposal.

The table of contents must follow the cover letter and should clearly outline the contents of the proposal.

## SUBMISSION REQUIREMENTS

*General Information About Firm*

1. Name, address, telephone number, and e-mail address of firm.
2. Name of contact person, email, and telephone number for purposes of communications regarding the proposal.
3. Size of the firm, the size of the firm's municipal engineering staff, the location of the office from which work for the Town will be performed, and the number and nature of the professional staff to be employed in this engagement.
4. Narrative about the history of the firm, including date of inception, experience with relevant experience providing services to New York municipalities.
5. Explanation of firm resources, including clerical and support staff, library and research capabilities, and other relevant information.

*Qualifications of Firm and Engineering Team*

1. Identify proposed engineering team and how it will be organized to accomplish the scope of work.
2. Provide proof of licensure in the State of New York for each licensed professional proposed to perform professional services under the engagement.
3. Identify the accessibility of the proposed engineering team, and the response time that they offer to the Town.
4. Narrative of the qualifications of the person(s) proposed to work directly with the Town to include:
   a) training, years of practice, areas of specialization, date of licensure (if applicable);
   b) Experience representing New York municipalities, including the percentage of overall workload that is dedicated to municipal clients and the years of municipal law practice;
   c) Engineering experience; and
   d) Professional affiliations.

*Mandatory Questions*

Firms must provide an answer to each of the questions listed below. Please designate the answers in the table of contents as "Mandatory Question Responses."

1. Are any engineers, officers, principals, partners, or employees of the firm presently subject to discipline, or declared ineligible for a contract, by a federal or state

department or Town, including any established courts or administrative tribunals?

2. Has the firm, its officers, principals, partners, or employees that are expected to perform services under this RFP, been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the applicable profession suspended or revoked for any reason?
3. Within the last five years has the firm, its officers, principals, partners, or employees expected to perform services under this RFP, been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property?
4. Has the firm been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain current status.

*References*

Include identifying and contact information for at least three (3) current references for whom comparable work has been performed within the last three (3) years.

*Proof of Insurance*

Provide an affirmative statement that the firm maintains professional liability, Workers' Compensation, and New York Disability insurance coverage. Acknowledge that, if selected, the firm will provide the Town with Certificates of Insurance, with the Town as the Certificate Holder, in a form that is satisfactory to the Town.

*Cost Proposal*

1. Provide a narrative about the proposed method for calculation of hourly fees or annual rate to provide the services as described in Section D.
2. Indicate the hourly rate for each member of the proposed team.
3. Indicate whether or not out of pocket expenses, including mileage, are included in the proposed price.
4. Indicate a description of basic services to be included and list services or other incidentals for which additional fees would be charged.
5. Provide a narrative of normal billing cycle procedures.
6. A statement that the prices identified in the cost proposal will remain valid for a minimum of 365 days after date of submission.

## F. TENTATIVE SCHEDULE

| | |
|---|---|
| Advertise Request for Proposal | April13, 2026 |
| Requests for Information Due | April 20, at 12:00 p.m. |
| Addendum(s) Furnished | April 23, 2026 |
| Submissions Due | May 1, 2026, at 4:00 p.m. |
| Proposal Review Interviews | Week of,May 4 2026 |
| Town Board Resolution/ Contract Execution | May 19, 2026 |
| Transition and Knowledge Transfer | May-June 2026 |

## G. SELECTION PROCEDURE AND CRITERIA

SELECTION PROCEDURE

The Town will abide by the policy and procedures for securing professional services as detailed in Town Code § 51-10.

The Town's Selection Committee shall formally evaluate and rank each proposal. Interviews with each of the firms submitting proposals shall be held prior to ranking, provided that if more than three firms submit proposals, the Selection Committee may provide a preliminary assessment of all proposals and elect to interview no less than the top three firms. During the interview process, selected firms will be given approximately sixty minutes to present their proposals and answer questions from the Selection Committee. At the conclusion of the interviews, the Selection Committee will evaluate each firm and document the ranking.

Once ranking is complete, the Town will negotiate the terms of a contract with the top-ranked firm. In the event that negotiations are not successful, the second-ranked firm shall be invited to engage in a similar negotiation.

When negotiations are complete, the Selection Committee shall present the scope of the professional services to be performed and the proposed fee to the Town Board for approval.

The Town reserves the right to make selection based on its sole judgment and further reserves the right to reject any and all proposals.

EVALUATION CRITERIA

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Although price will be a factor in consideration of the responses, it is not the sole criterion.

All complete proposals received by the Town of Irondequoit will evaluated for:

1. Firm's qualifications and demonstrated capability to provide the solicited services;
2. Communication skills and the ability to work effectively with the Town Board, Town Supervisor, municipal staff members, and the Town's Boards and Committees;
3. Depth and breadth of experience and expertise in the field, specifically in those matters most often encountered in New York municipalities;
4. Ability to perform services promptly and in a manner that permits the Town's administration to meet established deadlines, to act expeditiously in matters requiring engineering services, and to operate in an effective and efficient manner;
5. Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems and availability to accommodate attendance at meetings, as necessary;
6. References of municipalities for which similar services are currently being provided;
7. Firm's price proposal;
8. General quality and responsiveness of the proposal;
9. Degree to which the proposal addresses all items in the Scope of Services; and
10. Other qualifications or criteria as deemed appropriate by the Town.

Resolution No. 2026- ____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING REGARDING THE RENEWAL OF A CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026 at 7:00 p.m. local time: there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Town Supervisor |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, Spectrum Northeast, LLC, locally known as Charter Communications (the "Grantee"), has submitted a proposed renewal agreement for a cable television franchise with the Town of Irondequoit (the "Town"); and

WHEREAS, the proposed franchise renewal agreement would grant a nonexclusive cable television franchise to the Grantee for a term of fifteen (15) years commencing upon approval by the New York Public Service Commission; and

WHEREAS, the proposed franchise renewal agreement includes provisions addressing, among other things, the grant of franchise, service availability, construction and technical standards, conditions on street occupancy, service and rates, franchise fees, records, public, educational and governmental access, enforcement, notices, and approval by the New York Public Service Commission; and

WHEREAS, the Town Board desires to conduct a public hearing so that all interested persons may be heard regarding the proposed cable television franchise renewal agreement; and

WHEREAS, notice of such public hearing must be published and must state that the document is available for public inspection, as required for submission to the New York Public Service Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby calls for a public hearing to be held on Tuesday, July 21, 2026 at 7:35 p.m. at the Town Hall, 1280 Titus Avenue, Rochester, New York 14617, regarding the proposed cable television franchise renewal agreement by and between the Town of Irondequoit and Spectrum Northeast, LLC, locally known as Charter Communications.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish the Notice of Public Hearing attached hereto as Attachment A in the official newspaper of the Town at least one week prior to the public hearing, post and provide notice as required by law, and provide written notice to the Grantee as required by the proposed franchise renewal agreement.

AND, THEREFORE, BE IT FURTHER RESOLVED, that a copy of the proposed franchise renewal agreement shall be available for public inspection during normal business hours at the Town Clerk's office, 1280 Titus Avenue, Rochester, New York 14617.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | |
|---|---|
| Town Supervisor John Perticone | voting _____ |
| Town Board Member Steve Barz | voting _____ |
| Town Board Member Ann Cunningham | voting _____ |
| Deputy Town Supervisor Grant Malone | voting _____ |
| Town Board Member _____ | voting _____ |

**ATTACHMENT A**
**NOTICE OF PUBLIC HEARING**
**For the approval of a Cable Television Franchise Agreement between Spectrum Northeast, LLC and the Town of Irondequoit**

PLEASE TAKE NOTICE that the Town of Irondequoit will hold a Public Hearing on Tuesday, July 21, 2026 at 7:00 p.m. at the Town Hall, 1280 Titus Avenue, Rochester, New York 14617 regarding granting a cable television franchise agreement by and between the Town of Irondequoit and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, 1280 Titus Avenue, Rochester, New York 14617. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: _____, 2026

By Order of the Board
Town of Irondequoit

_____
Town Clerk

Resolution No. 2026-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING TWO (2) SERGEANTS TO ATTEND ON-SCENCE TACTICAL LEADSHIP TRAINING HOSTED BY LIVINGTON COUNTY SHERIFFS OFFICE**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026, at 4:00 p.m. local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Town Supervisor |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member_____ offered the following resolution and moved its adoption:

**WHEREAS**, the Chief of Police recommends sending two (2) Irondequoit Police Sergeants to the On-Scene Tactical Leadership training hosted by Livingston County Sheriff's Office. This training will prepare both the leader and the team for all levels of incidents including critical incidents, how to apply effective leadership, communication skills, apply policies and how to prevent misconduct through proactive supervision. This training will be held at the Livingston County Sheriff's Training Complex on August 26th, 2026 ; and

**WHEREAS,** funding for this conference is available in the 2026 Police Department Training budget A1312000-541000 totaling $ 438.00.

**NOW THEREFORE BE IT RESOLVED,** that the Town Board hereby authorizes two (2) Irondequoit Police Sergeants to the On-Scene Tactical Leadership training hosted by Livingston County Sheriff's Office, being held on August 26th, 2026.

This resolution shall take effect immediately upon its adoption.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | voting_____ |
| Deputy Town Supervisor | Malone | voting_____ |
| Town Board Member | Cunningham | voting_____ |
| Town Supervisor | Perticone | voting_____ |

# ON SCENE TACTICAL LEADERSHIP

CLICK HERE ***TO FIND A CLASS AND REGISTER***

## ***WHEN SECONDS COUNT...DECISIONS MATTER***

***On Scene Tactical Leadership*** is a one-day course designed to provide you, the first line supervisor, with the tools necessary to effectively lead police officers and manage critical incidents.

This program addresses the skill necessary to establish a cohesive and forward thinking team and ready the for success on the street. In addition, videos of past and present incidents will be viewed, analyzed and discussed in order to develop a workable understanding of how to manage an event to a successful conclusion.

This course is constantly evolving, incorporating recent events, research and relevant supporting material that meet the professional needs of law enforcement.

Upon completion of the curse, students will be able to do the following:

- **Prepare Leaders and Teams in ALL levels of incident command, including critical!**
- **Apply leadership skills to address common officer issues**
- **Communicate effectively within the team**
- **Identify the essential components necessary for supervisory success in the field**
- **Understand the importance of the supervisor's role in maintaining discipline and the prevention of corrupt practices and police misconduct**
- **Act and decide effectively during critical incidents**
- **Apply policies, procedures, and tactical skills to resolve major police events**

Resolution No. 2026-

**EXTRACT OF THE MINUTES OF MEETING OF A MEETING OF THE TOWN BOARD APPROVING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE IRONDEQUOIT FIRE DISTRICT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York on the 16th day of June 2026 at 7:00 P.M. local time; there were:

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Supervisor |

McConville Considine Cooman & Morin, PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS,** the Town of Irondequoit and Irondequoit Fire District have had an Intermunicipal Agreement allowing the Town to provide Cooperative Services to the Irondequoit Fire District. The Agreement is up for renewal; and

**WHEREAS,** the Town of Irondequoit ("Town") and the Irondequoit Fire District ("District") wish to renew this Agreement for a period of three (3) years. A copy of said Agreement is attached per Exhibit A; and

**WHEREAS**, the Town and District are authorized to enter into cooperative agreements pursuant to Article 5-G of the New York State General Municipal Law; and

**WHEREAS,** the Town Board determines that the Cooperative Services are all Type II actions pursuant to 6 NYCRR §617.5(c)(1) (maintenance or repair involving no substantial changes in an existing structure or facility); (6) (openings for the purpose of repair or maintenance of the existing utility facilities); (8) (maintenance of existing landscaping or natural growth); and (11) (extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)); and

**NOW THEREFORE BE IT RESOLVED** that the Town Board authorizes the Supervisor to enter into an Intermunicipal Agreement with the Irondequoit Fire District to perform Cooperative Services in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | _____ |
| Deputy Supervisor | Malone | voting | _____ |
| Town Board Member | Cunningham | voting | _____ |
| Town Supervisor | Perticone | voting | _____ |

Exhibit “A”

**INTERMUNICIPAL AGREEMENT**
**FOR VARIOUS SERVICES**

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the **TOWN OF IRONDEQUOIT,** a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617 (the "Town"), and the **IRONDEQUOIT FIRE DISTRICT**, a fire district having offices at 2960 Culver Road, Rochester, New York 14622 (the "District").

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**WITNESSETH:**

**WHEREAS**, the Town owns and maintains various equipment, facilities, grounds, and public infrastructure; and

**WHEREAS**, the Town possesses manpower, machinery, and expertise capable of performing repair and maintenance services; and

**WHEREAS**, the District desires to contract with the Town for certain repair and maintenance services; and

**WHEREAS**, Article 5-G, Section 119-o of the New York General Municipal Law authorizes municipal corporations and fire districts to enter into intermunicipal agreements;

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

**1. Scope of Services**

The Town agrees to provide services to repair and maintain District equipment, infrastructure, facilities, and grounds on an as-needed basis, including but not limited to:

a. Repair, maintenance, resurfacing, sweeping, and reconstruction of parking lots, travel lanes, and drive lanes not involving structural or substantial alterations;

b. Extension, repair, and maintenance of utilities and related infrastructure;

c. Inspection, repair, and servicing of equipment and vehicles; and

**Limitations**

a. All services shall be performed only upon written request or work authorization issued by the District Chairman of the Commission, Fire Chief, or their designee.

b. This Agreement does not authorize capital improvements, structural alterations, or material modifications without a separate written agreement approved by both governing boards.

c. The Town acknowledges that the District provides emergency services and agrees that work affecting operational readiness shall be given reasonable priority.

**2. Payment for Services**

The District agrees to reimburse the Town for actual and reasonable expenses incurred in performing authorized services, including:

- Pro-rata labor costs including fringe benefits;
- Equipment usage at established municipal rates;
- Materials;
- Tipping or disposal fees;
- Third-party vendor costs.

Estimates and Authorization

a. For work anticipated to exceed $5,000, the Town shall provide a written estimate and obtain written approval from the District prior to commencing work.

b. No approved estimate may be exceeded by more than ten percent (10%) without additional written authorization.

Invoicing

a. The Town shall submit itemized invoices detailing labor hours, rates, equipment usage, materials, and any third-party charges.

b. Payment shall be made within thirty (30) days of receipt of invoice.

c. The District shall have thirty (30) days from receipt to dispute any portion of an invoice in writing.

**Audit Rights**

The District shall have the right to review and audit records related to services billed under this Agreement.

**3. Term and Termination**

This Agreement shall commence upon full execution and shall continue for three (3) years.

**Termination Without Cause**

Either party may terminate this Agreement without cause upon ninety (90) days written notice.

**Termination for Cause**

Either party may terminate immediately upon material breach, provided written notice is given and the breaching party fails to cure within thirty (30) days.

**4. Insurance**

Each party shall maintain throughout the term:

- General Liability: minimum $1,000,000 per occurrence / $3,000,000 aggregate
- Workers' Compensation as required by law
- Automobile Liability where applicable

Each party shall provide certificates of insurance upon request.

To the extent permitted by law, each party shall name the other as additional insured for work performed under this Agreement.

**5. Indemnification**

Each party shall indemnify, defend, and hold harmless the other, its officers, employees, and agents from and against claims, damages, losses, and liabilities arising out of the negligent acts or omissions of the indemnifying party, its officers, employees, or agents in connection with this Agreement.

Nothing herein shall be construed to expand liability beyond that permitted under New York law.

**6. Independent Contractor**

Nothing contained herein shall be deemed to create a partnership, joint venture, employment, or agency relationship between the parties. Each party shall remain solely responsible for its own employees.

**7. Compliance with Law**

All services shall be performed in compliance with applicable federal, state, and local laws, rules, and regulations.

**8. Authority for Execution**

**On Behalf of the Town**

This Agreement is executed pursuant to a resolution adopted by the Town Board of the Town of Irondequoit at a meeting held on June 16, 2026. The Supervisor is authorized to execute this Agreement.

**On Behalf of the District**

This Agreement is executed pursuant to a resolution adopted by the Board of Fire Commissioners of the Irondequoit Fire District at a meeting held on _____, 2026. The Chairman of the Commission is authorized to execute this Agreement.

**9. Notices**

All notices shall be in writing and delivered personally, by certified mail, or by recognized overnight delivery service, and may also be delivered electronically to officially designated municipal email addresses.

**To the Town:**

Commissioner of Public Works
Town of Irondequoit
2629 East Ridge Road
Rochester, New York 14622

**To the District:**

Shane Metcalfe, Fire Chief
Irondequoit Fire District
2960 Culver Road
Rochester, New York 14622

**10. Waiver**

No waiver of any breach shall be binding unless in writing and signed by the party waving such breach.

**11. Modification**

This Agreement constitutes the entire understanding between the parties. Any modification must be in writing and approved by both governing boards.

**12. Dispute Resolution**

The parties agree to attempt good faith resolution of disputes prior to commencing litigation.

**13. Force Majeure**

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including acts of God, governmental action, labor disputes, or emergencies.

**IN WITNESS WHEREOF**

The parties have executed this Agreement as of the date first written above.

**TOWN OF IRONDEQUOIT**

By: _____

Name: John Perticone
Title: Supervisor
Date: _____

**IRONDEQUOIT FIRE DISTRICT**

By: _____

Name: Chas Ingersoll
Title: Chairman of the Commission
Date: _____

Resolution No. 2026-_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS PROPERTY**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June, 2026, at 7:00 PM local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Deputy Supervisor |

McConville Considine Cooman & Morin,PC Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS,** the Department of Public Works uses certain equipment to perform services for the Town, and from time to time such equipment needs to be replaced or is no longer used; and

**WHEREAS**, each piece of equipment listed on the attached Addendum "A" is several years old and no longer used by the Town (the "Equipment"); and

**WHEREAS**, the Town intends to auction the Equipment at the next online auction to occur in 2026.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares the equipment as surplus and authorizes the Town Supervisor to execute and deliver such documentation as necessary to auction the Equipment at the next appropriate municipal equipment auction.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | _____ |
| Deputy Supervisor | Malone | voting | _____ |
| Town Board Member | Cunningham | voting | _____ |
| Town Supervisor | Perticone | voting | _____ |

**Addendum "A"**

**Irondequoit Community Center**

| Year | Fleet # | Description | KVS#_____ |
|---|---|---|---|
| 2009 | 502 | Dodge Grand Caravan SE<br>VIN # 2D8HN44E49R687036 | KVS# 006765 |

Resolution Number 2026-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING A SPECIAL EVENT LICENSE FOR THE IRONDEQUOIT LITTLE LEAGUE END OF THE YEAR CELEBRATION**

At a Regular Town Board Meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June at 7:00 p.m. local time, there were:

| | | |
|---|---|---|
| PRESENT: | John Perticone | Town Supervisor |
| | Steve Barz | Town Board Member |
| | Ann Cunningham | Town Board Member |
| | Grant Malone | Deputy Supervisor |
| | McConville Considine Cooman & Morin | Attorney for the Town |

Town Board member offered the following resolution and moved its adoption:

**WHEREAS**, the Town Clerk's Office received an application for a Special Event License from Irondequoit Little League ("ILL") seeking permission to conduct its End of The Year Celebration; and

**WHEREAS**, ILL proposes that the Celebration will be held on June 20th, 2026, beginning at 3:00 p.m. and ending at 7:00 p.m.at the Irondequoit baseball fields; and

**WHEREAS**, ILL's proof of current insurance, which expires on January 1, 2027, has been received and approved by the Town's insurance carrier; and

**WHEREAS**, Blue Apple Productions will be providing a gaga pit and 2 dunk tanks. Proof of current insurance, which expires on January 1, 2027, has been received and approved by the Town's insurance carrier; and

**WHEREAS,** Blue Concessions Group will be providing slushies. Proof of current insurance, which expires on February 4, 2027, has been received and approved by the Town's insurance carrier; and

**WHEREAS**, Dave's Café will be providing food, proof of current insurance, which expires on January 1, 2027, xxxxxxxxxxxxxx ; and

**WHEREAS**, the parking lot to the baseball fields will be blocked off; and

**WHEREAS**, the nature and scope of the event will be advertised via email

**NOW THEREFORE BE IT RESOLVED**, that the Town Board approves the ILL's application for a Special Event License to conduct the Irondequoit Little League End of the Year Celebration on Saturday, June 20, 2026.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | _____ |
| Deputy Town Supervisor | Malone | voting | _____ |
| Town Board Member | Cunningham | voting | _____ |
| Town Supervisor | Perticone | voting | _____ |

Resolution No. 2026 –

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 175 (RECORDS) OF THE TOWN CODE**

At a meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June, 2026, at 7:00 p.m. local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |
| McConville, Considine, Cooman & Morin, P.C. | Attorney for the Town |

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS,** a proposed local law is herby introduced in the form attached hereto as **Exhibit A**, which would amend Chapter 176 (Records) of the Town Code to clarify the parties to whom requests for records should be made and to whom appeals should be directed, titled "The Records Access Improvements Law" (the "Proposed Law"); and

**WHEREAS,** pursuant to Municipal Home Rule § 20(5) no local law shall be passed by the Town Board until a public hearing is held.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby schedules a public hearing on this matter on July 21, 2026 at 7:3X p.m., and the Town Clerk is hereby directed to publish a legal notice of the public hearing in the official newspaper of the Town of Irondequoit, together with all other postings required by law.

Seconded by the Town Board Member _____ and duly put to vote, which is resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | Voting [ ] |
| Town Board Member | Cunningham | Voting [ ] |
| Town Board Member | Malone | Voting [ ] |
| Town Supervisor | Perticone | Voting [ ] |

**EXHIBIT A**

**TOWN OF IRONDEQUOIT LOCAL LAW NO. _____ OF 2026**
**"The Records Access Improvements Law"**

Be it enacted by the Town Board of the Town of Irondequoit as follows:

**Section 1. Title**. This local law shall be titled, "The Records Access Improvements Law."

**Section 2. Authorization, Purpose and Intent**. Chapter 175 (Records), Article I (Public Access) of the Town Code includes multiple "records access officers" and persons to whom appeals should be directed. This local law will amend those provisions to designate a single records access officer and to require appeals to be heard by the Supervisor or his or her designee instead of the Town Attorney or the Town Board. Appeals are required to be decided within ten (10) business days under the Freedom of Information Law ("FOIL"), and it is often not practicable to convene the Town Board on such short notice to hear such an appeal. It is also preferrable to have an elected official or designee responsible for handling appeals rather than the Town Attorney, though the Supervisor or designee often will consult with counsel prior to rendering a determination on an appeal.

**Section 3. Amendments to Chapter 175 (Records).**

A. Section 175-2 of the Town Code is repealed and replaced with the following text:

> **§175-2. Records access officer.**
>
> The Town Clerk, with an address at 1280 Titus Avenue, Rochester, New York 14617, is hereby designated as the records access officer for the agency.

B. The reference to "COPAR" in paragraph A of Section 175-3 is repealed and replaced with "the Committee on Open Government".

C. Section 175-6 of the Town Code is repealed and replaced with the following text:

> **§176-6. Appeals of denial of access**.
>
> The Supervisor is hereby designated to hear and determine appeals from a denial of access to agency records in accordance with the Freedom of Information Law, the agency's FOIL policy, the rules and regulations of the Committee on Open Government, and this Article.

**Section 4. Severability.**

If a clause, sentence, paragraph or section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 5. Effective Date.**

This Local Law shall take effect immediately upon filing with the New York Department of State.

Resolution No. 2026 –

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION REGARDING THE TOWN'S FOIL POLICY**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in the said Town of Irondequoit, on the 16th day of June, 2026, at 7:00 p.m. local time there were:

| PRESENT: | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |
| McConville, Considine, Cooman & Morin, P.C. | Attorney for the Town |

Town Board Member _____ offered the following resolution and moved its adoption:

**WHEREAS,** Public Officers Law §87(1)(b) requires agencies such as the Town of Irondequoit to promulgate rules and regulations addressing certain issues related to the Freedom of Information Law ("FOIL") ; and

**WHEREAS,** the Town of Irondequoit has enacted Article I (Public Access) of Chapter 175 (Records) to address the foregoing requirements; and

WHEREAS, the Town Board wishes to provide additional guidance to staff and the public in the form of the attached FOIL Policy; and

WHEREAS, The Town Board, after due deliberation, finds it in the best interest of the Town of Irondequoit to adopt the attached FOIL Policy.

**NOW, THEREFORE, BE IT RESOLVED,** that pursuant to the New York State Environmental Quality Review Act and its enabling regulations (collectively "SEQRA"), the enactment of the Proposed Policy is classified as a Type II Action pursuant to 6 NYCRR §§ 617.7(c)(33) ("adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list") and 617.7(c)(26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

**AND BE IT FURTHER RESOLVED,** that the FOIL Policy, a copy of which is attached hereto and made a part hereof be and hereby is adopted to supplement the Chapter 175 of the Town

Code and to provide further guidance for handling requests for records under the Freedom of Information Law.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

| | | |
|---|---|---|
| Town Board Member | Barz | Voting [ ] |
| Town Board Member | Cunningham | Voting [ ] |
| Town Board Member | Malone | Voting [ ] |
| Town Supervisor | Perticone | Voting [ ] |

# FOIL POLICY FOR THE TOWN OF IRONDEQUOIT

## SECTION I
## PURPOSE AND SCOPE

1. The people's right to know the process of government decision-making and the documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy of confidentiality.

2. These regulations provide information concerning the procedures by which records may be obtained.

3. Personnel shall furnish to the public the information and records required by the Freedom of Information Law, as well as records otherwise available by law.

4. Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

5. This policy supplements the provisions in Town Code chapter 175 (Records).

## SECTION II
## DESIGNATION OF RECORDS ACCESS OFFICER

1. The Town of Irondequoit is responsible for insuring compliance with the regulations herein, and designates the following person(s) as records access officer(s):

Town Clerk
1280 Titus Avenue
Rochester, New York 14617

2. The records access officer is responsible for insuring appropriate agency response to public requests for access to records. The designation of a records access officer shall not be construed to prohibit officials who have in the past been authorized to make records or information available to the public from continuing to do so.

The records access officer shall insure that agency personnel:

A. Maintain an up-to-date subject matter list.

B. Assist persons seeking records to identify the records sought, if necessary, and when appropriate, indicate the manner in which the records are filed, retrieved or generated to assist persons in reasonably describing records.

C. Contact persons seeking records when a request is voluminous or when locating the records involves substantial effort, so that personnel may ascertain the nature of records of primary interest and attempt to reasonably reduce the volume of records requested.

D. Upon locating the records, take one of the following actions:

1. Make records available for inspection; or,

2. Deny access to the records in whole or in part and explain in writing the reasons therefor.

E. Upon request for copies of records:

1. Make a copy available upon payment or offer to pay established fees, if any, in accordance with Section 8; or,

2. Permit the requester to copy those records.

F. Upon request, certify that a record is a true copy ; and

G. Upon failure to locate records, certify that;

1. The Town of Irondequoit is not the custodian for such records, or

2. The records of which The Town of Irondequoit is a custodian cannot be found after diligent search.

## SECTION III
## LOCATION

Records shall be available for public inspection and copying at:

Town Hall
1280 Titus Avenue
Rochester, New York 14617

## SECTION IV
## HOURS FOR PUBLIC INSPECTION:

Requests for public access to records shall be accepted and records produced during all hours regularly open for business.

## SECTION V
## REQUESTS FOR PUBLIC ACCESS TO RECORDS:

A. A written request may be required, but oral requests may be accepted when records are readily available.

B. If records are maintained on the internet, the requester shall be informed that the records are accessible via the internet and in printed form either on paper or other information storage medium.

C. A response shall be given within five business days of receipt of a request by:

1. informing a person requesting records that the request or portion of the request does not reasonably describe the records sought, including direction, to the extent possible, that would enable that person to request records reasonably described;

2. granting or denying access to records in whole or in part;

3. acknowledging the receipt of a request in writing, including an approximate date when the request will be granted or denied in whole or in part, which shall be reasonable under the circumstances of the request and shall not be more than twenty business days after the date of the acknowledgment, or if it is known that circumstances prevent disclosure within twenty business days from the date of such acknowledgment, providing a statement in writing indicating the reason for inability to grant the request within that time and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part; or

4. if the receipt of request was acknowledged in writing and included an approximate date when the request would be granted in whole or in part within twenty business days of such acknowledgment, but circumstances prevent disclosure within that time, providing a statement in writing within twenty business days of such acknowledgment specifying the reason for the inability to do so and a date certain, within a reasonable period under the circumstances of the request, when the request will be granted in whole or in part.

D. In determining a reasonable time for granting or denying a request under the circumstances of a request, personnel shall consider the volume of a request, the ease or difficulty in locating, retrieving or generating records, the complexity of the request, the

need to review records to determine the extent to which they must be disclosed, the number of requests received by the agency, and similar factors that bear on the ability to grant access to records promptly and within a reasonable time.

E. A failure to comply with the time limitations described herein shall constitute a denial of a request that may be appealed. Such failure shall include situations in which an officer or employee:

1. fails to grant access to the records sought, deny access in writing or acknowledge the receipt of a request within five business days of the receipt of a request;

2. acknowledges the receipt of a request within five business days but fails to furnish an approximate date when the request will be granted or denied in whole or in part;

3. furnishes an acknowledgment of the receipt of a request within five business days with an approximate date for granting or denying access in whole or in part that is unreasonable under the circumstances of the request;

4. fails to respond to a request within a reasonable time after the approximate date given or within twenty business days after the date of the acknowledgment of the receipt of a request;

5. determines to grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request, but fails to do so, unless the agency provides the reason for its inability to do so in writing and a date certain within which the request will be granted in whole or in part;

6. does not grant a request in whole or in part within twenty business days of the acknowledgment of the receipt of a request and fails to provide the reason in writing explaining the inability to do so and a date certain by which the request will be granted in whole or in part; or

7. responds to a request, stating that more than twenty business days is needed to grant or deny the request in whole or in part and provides a date certain within which that will be accomplished, but such date is unreasonable under the circumstances of the request.

## SECTION VI
## SUBJECT MATTER LIST

A. The records access officer shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to subdivision two of Section eighty-seven of the Public Officers Law.

B. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.

C. The subject matter list shall be updated annually. The most recent update shall appear on the first page of the subject matter list.

## SECTION VII
## DENIAL OF ACCESS TO RECORDS

A. Denial of access to records shall be in writing stating the reason therefor and advising the requester of the right to appeal to the individual or body established to determine appeals, [who or which] shall be identified by name, title, business address and business phone number.

B. If requested records are not provided promptly, as required in Section 5 of these regulations, such failure shall also be deemed a denial of access.

C. The following person or persons or body shall determine appeals regarding denial of access to records under the Freedom of Information Law:

Town Supervisor
Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14617

D. Any person denied access to records may appeal within thirty days of a denial.

E. The time for deciding an appeal by the individual or body designated to determine appeals shall commence upon receipt of a written appeal identifying:

1. the date and location of requests for records;

2. a description, to the extent possible, of the records that were denied; and

3. the name and return address of the person denied access.

F. A failure to determine an appeal within ten business days of its receipt by granting access to the records sought or fully explaining the reasons for further denial in writing shall constitute a denial of the appeal.

G. The person or body designated to determine appeals shall transmit to the Committee on Open Government copies of all appeals upon receipt of appeals. Such copies shall be addressed to:

Committee on Open Government
Department of State
One Commerce Plaza
99 Washington Avenue, Suite 650
Albany, New York 12231

H. The person designated to determine appeals shall inform the appellant and the Committee on Open Government of its determination in writing within ten business days of receipt of an appeal. The determination shall be transmitted to the Committee on Open Government in the same manner as set forth above.

## SECTION VIII
## FEES

A. There shall be no fee charged for:

1. inspection of records;

2. search for records; or

3. any certification pursuant to this part.

B. Copies may be provided without charging a fee.

C. Fees for copies may be charged, provided that:

1. the fee for copying records shall not exceed 25 cents per page for photocopies not exceeding 9 by 14 inches. This section shall not be construed to mandate the raising of fees where agencies or municipalities in the past have charged less that 25 cents for such copies;

2. the fee for photocopies of records in excess of 9 x 14 inches shall not exceed the actual cost of reproduction; or

3. an agency has the authority to redact portions of a paper record and does so prior to disclosure of the record by making a photocopy from which the proper redactions are made.

D. The fee an agency may charge for a copy of any other record is based on the actual cost of reproduction and may include only the following:

1. an amount equal to the hourly salary attributed to the lowest paid employee who has the necessary skill required to prepare a copy of the requested record, but only when more than two hours of the employee's time is necessary to do so; and

2. the actual cost of the storage devices or media provided to the person making the request in complying with such request; or

3. the actual cost to the agency of engaging an outside professional service to prepare a copy of a record, but only when an agency's information technology equipment is inadequate to prepare a copy, and if such service is used to prepare the copy.

E. When an agency has the ability to retrieve or extract a record or data maintained in a computer storage system with reasonable effort, or when doing so requires less employee time than engaging in manual retrieval or redactions from non-electronic records, the agency shall be required to retrieve or extract such record or data electronically. In such case, the agency may charge a fee in accordance with paragraph D.

F. An agency shall inform a person requesting a record of the estimated cost of preparing a copy of the record if more than two hours of an agency employee's time is needed, or if it is necessary to retain an outside professional service to prepare a copy of the record.

G. An agency may require that the fee for copying or reproducing a record be paid in advance of the preparation of such copy.

H. An agency may waive a fee in whole or in part when making copies of records available.

## SECTION IX
## PUBLIC NOTICE

A notice containing the title or name and business address of the records access officers and appeals person or body and the location where records can be seen or copies shall be posted in a conspicuous location wherever records are kept and/or published in a local newspaper of general circulation.

## SECTION X
## SEVERABILITY

If any provision of these regulations or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these regulations or the application thereof to other persons and circumstances.

**MODEL PUBLIC NOTICE**

YOU HAVE A RIGHT TO SEE PUBLIC RECORDS

The amended Freedom of Information Law, which took effect on January 1, 1978, gives you the right of access to many public records.

The Town of Irondequoit has adopted regulations governing when, where, and how you can see public records.

The regulations can be seen at all places where records are kept. According to these regulations, records can be seen and copied at:

Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14607

The following officials will help you to exercise your right to access:

1. Agency officials who have in the past been authorized to make records available

2. Records Access Officer(s)

Town Clerk
1280 Titus Avenue
Rochester, New York 14607

If you are denied access to a record, you may appeal to the following person(s) or body:

Town Supervisor
1280 Titus Avenue
Rochester, New York 14607

Resolution No. 2026-

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A TOWN SAFETY POLICY**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 16th day of June 2026, at 7:00 P.M. local time, there were

PRESENT:

| | |
|---|---|
| John Perticone | Town Supervisor |
| Steve Barz | Town Board Member |
| Ann Cunningham | Town Board Member |
| Grant Malone | Town Board Member |

McConville Considine Cooman & Morin PC Attorney for the Town

Town Board Member _____offered the following resolution and moved its adoption:

**WHEREAS**, the Town of Irondequoit is committed to maintaining a safe work environment and minimizing employees' time lost due to workplace injury; and

**WHEREAS**, the Town of Irondequoit is committed to fiscal responsibility and endeavors to save taxpayers on the Town's insurance costs as much as practicable; and

**WHEREAS**, the Town of Irondequoit's Safety Committee periodically brings forward safety-related recommendations for the Town Board's consideration; and

**WHEREAS**, the Safety Committee is bringing forward an updated Town of Irondequoit Safety Policy (Exhibit A), inclusive of the Fleet Safety Policy with Motor Vehicle Record Evaluation Criteria procedure as adopted at the May 19, 2026, Regular Town Board meeting of this Board.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board approves the adoption of this Town of Irondequoit Safety Policy.

This resolution shall take effect immediately upon its adoption.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

| | | | |
|---|---|---|---|
| Town Board Member | Barz | voting | ____ |
| Town Board Member | Malone | voting | ____ |
| Town Board Member | Cunningham | voting | ____ |
| Town Supervisor | Perticone | voting | ____ |

# EXHIBIT A

# Town of Irondequoit

1280 Titus Avenue
Irondequoit, New York 14617
(585) 467-8840

# SAFETY AND HEALTH MANUAL

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Adopted by Town Board Resolution XXX of 2026 on June 16, 2026

## Safety Responsibilities

The following individuals have been designated responsibilities towards the safety and health initiatives of the Town of Irondequoit and the performance and enforcement of this Safety and Health Manual

**Town of Irondequoit**

**1280 Ridge Road**

**Irondequoit, New York 14617**

**Telephone: (585) 467-8840**

| | |
|---|---|
| **Town Supervisor** | John Perticone |
| **Safety Coordinator** | Keith Kreiser |
| **Safety Committee** | |
| Safety Coordinator | Keith Kreiser |
| HR Representative | Linda Mosley |
| Community Development | Bill Lang<br>Michelle Nichols<br>Jeff David<br>Heidi Boehl |
| Highway | Erin Magee<br>Tom Albert |
| Library | Adrianna Schubmehl |
| Parks | Erin Magee |
| Recreation | Megan Hoffman |
| Police | Officer Kelly Kreiser<br>Officer Jonathan Lawton |
| Sewer | Erin Magee |
| Insurance Representative | Todd Higley<br>Christine Poluch<br>Steve Smagala |

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SAFETY AND HEALTH MANUAL

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**A-1**

## SAFETY POLICY

The safety of our employees is the most vital concern of the Town of Irondequoit. Ensuring employee safety is our greatest responsibility.

The safety and health policies and programs outlined in this manual are designed to maintain the highest possible standards of workplace safety. This manual reflects the best current information available regarding safety and health practices. It is intended to serve as a tool to support all employees.

Employees are responsible for performing their duties in a manner that promotes a safe working environment for themselves and their colleagues.

All employees must assess job tasks before beginning work to ensure that each element can be completed safely. If there are any concerns about performing a task safely, employees must contact their immediate supervisor or the Safety Coordinator.

Teamwork is essential to the success of this safety initiative. Through training, preventive maintenance, and a positive attitude, we believe accidents can be significantly reduced, and in many cases, prevented. Our goal is a workplace free of accidents and injuries.

For the safety of yourself, your coworkers, and the well-being of those who depend on you, the Town cannot tolerate actions or attitudes that endanger anyone in the workplace. Such behavior will be subject to corrective action.

It is every employee's responsibility to know and understand the safety rules contained in this manual. Working safely within Town guidelines is a condition of employment. Through common sense and constant awareness, a safe workplace can be created and maintained. Employees must never take dangerous shortcuts or unnecessary risks.

We take this strong position on safety for your well-being and the well-being of others.

John Perticone

Supervisor

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## A-2

## GENERAL SAFETY

### A-2.1 - Expectation

It is the goal of the Town of Irondequoit to create and maintain the safest work environment, practical for all our employees. This effort only starts with this safety manual. An essential part of the success of this safety initiative will be that all employees develop the highest regard for their own personal safety and the safety of others.

### A-2.2 - Communication

Employees are encouraged to communicate comments or concerns that may enhance this manual. Involvement and enthusiasm of the employee will maintain the highest level of safety for themselves and their co-workers. The Safety Coordinator and the Safety Committee shall review every safety and health suggestion for inclusion in the manual. This will ensure that all aspects of the workplace or work habits are adequately considered for inclusion.

New employees will receive safety orientation training on their first day of employment and before beginning any work for the Town of Irondequoit.

### A-2.3 - Duties

It is the personal responsibility of all employees working in the Town of Irondequoit to know the safety rules and how to prevent accidents.

Specific titles have been assigned designated employees concerning safety and health responsibilities. Reference the Safety Responsibilities Section found at the beginning of this manual for the names of these individuals.

In the context of safety each work site or work activity differs only in required safety procedures and individual duties toward implementing these procedures. With respect to individual roles in this safety initiative every employee will have specific duties to ensure that this program is a success. These duties are outlined in Section A-3 Duties.

Supervision referred to throughout the safety and health manual shall be defined as:

- The lead person who has overall authoritative control of a Department or Departments
- A designated lead person who has control over selected employees.
- Forepersons and/or supervising employee.

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## A-3

## DUTIES

### A-3.1 - Expectation

Every employee has a responsibility toward their own personal safety and the safety of others. In the context of safety, each work site or work activity differs only in required safety procedures and in who has responsibility toward implementing safety measures. The following outlines the duties towards the Town's safety initiative and responsibility for them.

Titles have been assigned to employees of the Town of Irondequoit concerning safety and health responsibilities. Reference the Safety Responsibilities Section found at the beginning of the manual for the names of these individuals.

### A-3.2 – Safety Committee

The Safety Committee is an essential part in any successful safety program. The Safety Committee is established to serve the following functions:

- **Central Focus** – The Committee is designed to allow the Town of Irondequoit to take an overall look at safety requirements and to foresee problems that might otherwise cause difficulties.
- **Sounding Board** - The Committee is a visible and approachable body for complaints and suggestions.
- **Central Coordination** – The Committee shall coordinate all safety efforts and training activities.
- **Accident Review –** The Committee shall review accidents and incidents to determine what further actions shall be initiated.

### Members

The Safety Committee consists of employees as defined in the *Safety Responsibilities Section* found at the beginning of this manual. The Safety Committee shall include employee representation, Safety Coordinator, Supervision and top management.

### Safety Committee Goals

The Safety Committee shall encourage safety awareness. Employees shall be encouraged to get actively involved in the safety program, which will help motivate employees to follow sound safety practices. The Safety Committee/employee relationship must be maintained to provide a feedback mechanism to identify and correct actual or potential safety hazards at the earliest stage.

### Safety Committee Role

The role of the Safety Committee shall include:

- **Setting a good example** - Committee members must consistently demonstrate safe work habits and a positive attitude regarding safety.

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- **Maintaining the Safety and Health Manual** – The Safety Committee shall maintain the Town of Irondequoit Safety and Health Manual for compliance and effectiveness in its use and understanding.
- **Report unsafe conditions** – All unsafe acts and conditions shall be immediately reported to Supervision and management. The Safety Committee members will review, report and act on unsafe actions and conditions and their corrective actions with direct supervisory and employee involvement.
- **Schedule regular safety inspections** – The Safety Committee has designated the Safety Coordinator to perform safety inspections. In some cases, the Safety Committee shall designate an independent inspection committee. This committee will additionally consist of employees who know the work practices within a specific work area and the associated inherent hazards.
- **Accident Investigations** - The Safety Committee shall review all accidents, including "near misses", and make recommendations to management. The Safety Committee will work jointly with Supervision and review Supervision's accident report to find causes of accidents.
- **Meet on a regular Schedule** - Safety meetings will be held on an as needed basis, but not less than quarterly.
- **Establish Annual Goals** – Safety and Health goals and objectives shall be formulated on a regular basis. Goals and objectives will ensure the committee has particular safety concerns that will be addressed.

**A-3.3 - Safety Coordinator**

The Safety Coordinator, acting on behalf of the Town of Irondequoit Safety Committee, has the responsibility for the implementation and interpretation of safety policies. Through cooperative efforts a safe working environment can be maintained.

The Safety Coordinator will:

- Uphold the intent of the safety and health program and work with Supervision to ensure its efficient use
- Conduct safety meetings and regular safety training for all employees
- Coordinate and verify completion of periodic safety inspections of the Town's facilities
- Provide technical safety and health information
- Provide review of new tasks not included within the safety manual and provide recommendations as to conducting these tasks in a safe manner
- Investigate all accidents and report them to the Safety Committee and follow up with documentation of corrections, compliance, and effectiveness of training
- Cease any work activity which is judged to be a potential hazard
- Represent the Town of Irondequoit relating to interaction of Federal, State and Local matters

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- Coordinate activities of outside contractors with departments and Supervision to ensure compliance with these safety regulations
- Maintain safety and health postings, signage and notices

**A-3.4 – Supervision**

Supervision, also recognized as the lead person, is responsible for the implementation of the safety program within their respective work area or department. This responsibility includes providing a safe work environment, free of imminent or obvious safety hazards, equipping employees with appropriate safety equipment and enforcement of the safety policy.

To achieve this end Supervision will:

- Promote an attitude of cooperative thinking safety and hazard prevention. Act on observations where an employee may not be qualified or able to perform assigned tasks safely
- Make inspections of all work areas to ensure that eminent or obvious safety hazards have been adequately eliminated and to evaluate compliance. Implement corrective measures resulting from safety inspections
- Act on the report of any unsafe work condition made by an employee and if this condition cannot be appropriately corrected stop the activity and seek the advice of the Safety Coordinator
- Promote and ensure adequate safety communications
- Require that all employees properly and regularly utilize their PPE
- Assist the Safety Coordinator in the investigation, review and report of all injuries, accidents or equipment damage (including “near misses”) and initiate corrective measures. Investigating and reporting on “near miss” accidents shall set “No Blame”. See Accident Investigation Section; and
- Enforce safety and health compliance with Federal, State and other safety agencies having jurisdiction over the facilities.

**A-3.5 - Employee**

Every employee has the duty to himself or herself to conduct their daily work activities in a safe manner, avoid safety hazards and properly utilize PPE identified in the manual. Through the cooperative efforts of you, Supervision and in conjunction with the policies of this manual, a safe work environment can be maintained. However, all is for naught if each employee does not develop an attitude toward keeping themselves safe and looking out for the safety of others around them.

All employees will:

- Be knowledgeable in and abide by all of the rules and regulations including, but not limited to the applicable OSHA standards and the Town of Irondequoit safety and health program
- Apply this knowledge and training as well as common sense toward each work activity

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- Properly utilize and maintain required PPE. Notify Supervision if the proper PPE is not available or if it is in need of repair
- Learn to identify obvious or potential safety hazards in your workplace and immediately notify Supervision of these conditions
- Immediately report any accident or injury to Supervision
- Cooperate with the PESH compliance officer conducting an inspection regarding inquiries about safety and health conditions in the workplace
- Read and understand the responsibilities and rights under the PESH Safety and Health Poster

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## A-4

## GENERAL WORKPLACE SAFETY

### A-4.1 - Expectation

To serve as the Town of Irondequoit rules for general workplace safety.

### A-4.2 - Duty

It is the personal responsibility of all employees working in the Town of Irondequiot's workplaces to know the safety rules and how to prevent accidents.

### A-4.3 - Operation - General

All injuries, regardless of how minor, must be reported.

No smoking in Town buildings or Town Vehicles. Smoke in designated areas only.

Employees shall always use handrails on stairways.

Chairs, wastebaskets, cords, and other articles shall not be left in aisles or where they may create a tripping hazard.

Open doors slowly to avoid striking someone on the other side.

Use caution when coming to a blind corner.

Unattended desk drawers, cabinet doors and files shall not be left open.

Keep work areas cleaned and orderly.

Keep aisles clear at all times. Unobstructed access shall be maintained to exits, stairways, fire equipment and other emergency equipment.

Never use three (3) prong to two (2) prong electrical plug adapters or cords. If an electrical wire or plug has a ground connection it must be used.

Defective electrical cords shall be removed from service, reported and replaced.

Use extension cords properly and only on a temporary basis. Do not overload electrical outlets.

A straight chair shall not be tilted back onto the rear legs while you are sitting on it.

Large boxes or bundles shall be moved by a hand truck or unpacked and broken down for individual delivery.

Water, oil or other substances spilled on floors shall be cleaned up at once.

Employees shall not stand on boxes, chairs or other makeshift supports. Only approved ladders or other designated supports shall be used to reach high locations.

Used pressurized containers, fluorescent light tubes, broken glass or other sharp objects shall be wrapped and identified for safe disposal.

Know the emergency evacuation routes and exits.

Keep washrooms and drinking fountains neat and sanitary.

Report all defective equipment, lights and furniture promptly.

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If your duties require you to go into other areas or work sites outside of the office, know all the safety precautions required for that area.

Obey all posted signs and directions.

### A-4.4 - Equipment

Do not use any machine that you have not been authorized and trained to use.

If a machine guard is removed temporarily, replace it before turning machine back on.

Keep hands, hair and loose clothing away from moving parts of machines. Long hair must be tied back when using a machine with exposed moving parts.

Verify equipment you are using is grounded. Keep in mind that visual inspection does not ensure grounding.

Report all malfunctions or potentially hazardous conditions to the supervisor immediately. Place a sign on the machine to indicate that it is out of order and unsafe.

Before using office machinery, check the position. Make sure computers, printers, adding machines, and the like, are firmly positioned.

Be sure that all equipment is placed so its proper ventilation is not restricted.

Handle staples, paper clips, etc. carefully, so they do not fall into equipment.

### A-4.5 - Preventing Cuts and Punctures

Keep scissors and letter openers in a separate compartment of a drawer.

Keep fingers away from the point of operation.

Secure safety latch of paper cutter when not in use.

It is recommended to use rubber finger guards when working with stacks of paper.

It is recommended to use a sponge or sealing device to moisten stamps and envelopes.

### A-4.6 - File and Storage Cabinets

Only one drawer in a file cabinet section shall be opened at a time. Use handles on drawers, doors and safes when opening and closing them.

Avoid overloading top drawer to prevent over balancing.

Close file drawer immediately if not using it. Close drawers gently.

### A-4.7 - Computer Monitors

Position display screens at an angle that reduces glare.

Adjust chairs to a comfortable position to prevent fatigue.

Feet should be flat on the floor or on a footrest,

Back of knee should be slightly higher than the seat to allow blood to circulate in the legs and feet.

Chair should provide lower back support but allow for movement and variations of position.

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Lighting should be bright enough to read text and a video screen but not to glare.

Change position frequently, including getting up and walking around.

### A-4.8 - Repetitive Motion

Perform appropriate exercises routinely to reduce repetitive motion problems.

Computer keyboards shall be slightly higher than the elbows when arms are held relaxed by the side. Keep the wrists straight and use only finger motion to strike keys. Move entire hand to complete multiple keystrokes. Use a light touch. For further information see Section D-8 Ergonomics.

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## A-5

## DISCIPLINARY POLICY

### A-5.1 - Expectation

The safety and well-being of our employees is the number one priority of the Town of Irondequoit. To accomplish this, each employee is responsible for following all safety regulations and rules of the Town of Irondequoit as well as those mandated by Federal, State and Local government.

### A-5.2 - Duty

It will be the duty of Department Heads, Department Foreman or the supervising employee to take disciplinary action for safety policy violations of employees under their jurisdiction. Management will periodically review this disciplinary policy as to its use and effectiveness.

### A-5.3 - Disciplinary Procedure

Violations of the safety procedures in this manual will be subject to progressive discipline up to and including termination. Discipline will be handled by the Town of Irondequoit Human Resources Department and will comply with the current bargaining agreement (as applicable).

### A-5.4 - Supervision Duties

Supervision will be judged by the same rules as the employees under their supervision. Because Supervision has the duty of safety stewardship for the department, the supervisor will bear the responsibility for overall safety conditions of the department.

The Safety Coordinator will coordinate and ensure completion of random inspections of departments. If this inspection reveals a lack of commitment to Town of Irondequoit safety rules, Supervision will be issued a written warning, and a copy will be given to management for appropriate action. The written warning issued to a supervisor will also be filed with management for corrective measures.

Once an employee has notified Supervision of an unsafe condition or practice the supervisor will act within a reasonable period of time dependent upon nature of concern, to either correct the condition or modify the practice.

Failure on the part of the supervisor to take corrective measures recommended by management or act on unsafe conditions noted by employees, within a reasonable period of time, shall be considered insubordinate and cause for disciplinary action. It is required that management undertakes any disciplinary action.

Management shall affect appropriate follow-up and disciplinary action with Supervision. Among other things, safety is one element in completing an annual performance appraisal for each supervisor.

### A-5.5 - General

This disciplinary action policy allows for the immediate suspension, removal or termination of an employee from any work area or department of the Town of Irondequoit whose behavior constitutes a serious violation.

Questions regarding this Disciplinary Action Policy shall be directed to the Human Resources Department.



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## A-6

## SAFETY MEETINGS

### A-6.1 - Expectation

The Town of Irondequoit shall hold regular safety meetings in order to provide information to employees so as to maintain a safe working environment.

### A-6.2 - Duty

The Safety Committee shall meet on an as needed basis, but not less than quarterly and focus on accident prevention problems and safety needs. See Section A-3 Duties for further information.

The Safety Committee consists of management, Safety Coordinator, Supervision and/or designee's who are in turn responsible for safety communications with the employees under their jurisdiction. Employee safety meetings will be held as needed based on area compliance. Employees should always communicate safety concerns directly to their immediate Supervision.

Management guidance and participation is required for effectiveness of the safety program and methods in order to enlist and maintain employee interest and compliance.

Reference the Safety Responsibilities Section found at the beginning of this manual for the specific names of the Safety Committee and the Safety Coordinator.

### A-6.3 - Operation

### A-6.3a - Safety Committee Meeting

During the meeting, safety will be the only subject discussed. Concerns of employees, revised training needs, new work tasks, suggestions, self-inspections, new standards, accident prevention, injuries, accidents, and any other safety matters shall be reviewed and implemented.

The Safety Committee shall set realistic safety performance objectives for the year and review the ongoing safety program and policy for effectiveness and compliance.

During the Safety Committee meeting, future Supervision meetings with employees shall be discussed and safety information distributed. Any required information or materials shall be provided to the Department Head for these meetings.

The minutes of the meetings and attendance will be taken by designated person and distributed for review and record to each attendee.

### A-6.3b –Supervision/Employee Safety Meetings

Supervision will hold safety meetings with employees as needed by area concerns. All employees under their jurisdiction are required to attend.

Topics for discussion shall be selected by the Safety Committee and shall include applicable safety issues for the work area or facility.

Records will be kept and filed for each of these meetings. If an employee is absent a copy of this record will be provided to them when they return.

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Safety and health emails may be used for addressing safety updates, concerns and to maintain regular safety communications.

The Town of Irondequoit Supervision/employee safety meeting guidelines:

- Safety meetings will normally be a short duration on the floor type. They will take approximately five to ten minutes.
- All information decided upon at the Safety Committee meeting shall be conveyed to the employees.
- Information, suggestions, and comments from the employees are strongly encouraged. These comments and suggestions should be recorded and discussed with the Safety Committee at the next meeting. Any topics that need to be and can be handled on the spot should be addressed and taken care of.
- Meeting shall be held as needed, based upon new work tasks, changing work tasks, new environments, new regulations, workload, employee comprehension and implementation, employee concerns, etc.

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## A-7

## TRAINING & ORIENTATION

### A-7.1 - Expectations

New employees of the Town of Irondequoit will have safety training during their initial orientation applicable to the work tasks that they are assigned. Thereafter all employees shall complete refresher training as required by statute or when tasks, procedures, environments or regulations change.

### A-7.2 - Duty

Supervision is responsible for determining if each employee has current and sufficient safety training. Safety training shall be provided for the following groups of employees at the minimum frequency listed.

Training will be conducted at a frequency dependent on department conditions, hazards in proximity to work area, regularity of work task, etc.

### A-7.3 - Required Safety Training

| Program | Required for | Minimum Frequency | Recommended Frequency |
|---|---|---|---|
| Asbestos Awareness | Affected Employees | Annually | Annually |
| Bloodborne Pathogens | Affected Employees | Annually | Annually |
| Concrete and Masonry | Affected Employees | Initial | Biannually |
| Confined Spaces | Affected Employees | Initial | Biannually |
| Electrical Safe Work | Affected Employees | Initial | Biannually |
| Elevated Work | Affected Employees | Initial | Biannually |
| Emergency Evacuation | All Employees | Initial | Annually |
| Fall Protection | Affected Employees | Initial | Biannually |
| Hand and Power Tools | Users | Initial | Biannually |
| Hazard Communication | Affected Employees | Annually | Annually |
| Hazardous Waste | Generators/Handlers | Initial | Initial |
| Heat Stress | Affected Employees | Initial | Biannually |
| Hearing Conservation | Affected Employees | Annually | Annually |
| Histoplasmosis | Affected Employees | Initial | Initial |
| Hot Work/Welding | Affected Employees | Initial | Biannually |
| Housekeeping | Affected Employees | Initial | Biannually |
| Laboratory Chemicals | Affected Employees | Initial | Annually |
| Lead Awareness | Affected Employees | Annually | Annually |
| Lockout/Tagout | Affected Employees | Initial | Biannually |
| Lyme Disease | Affected Employees | Initial | Biannually |
| Material Handling/Storage | Affected Employees | Initial | Biannually |
| Powered Industrial Trucks | Affected Employees | Initial | Biannually |
| Personal Protection (PPE) | Affected Employees | Initial | Biannually |
| Process Safety Management | Affected Employees | Triennially | Triennially |
| Rabies | Affected Employees | Initial | Triennially |
| Respirator Use | Affected Employees | Annually | Annually |
| Tree pruning & removal | Affected Employees | Initial | Biannually |

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| Program | Required for | Minimum Frequency | Recommended Frequency |
|---|---|---|---|
| Trenching & Excavations | Affected Employees | Initial | Biannually |
| Vehicle Safety | Town drivers | initial | Triennially |
| Workplace Violence | All Employees | Annually | Annually |
| Work Zone Protection | Affected Employees | Initial | Biannually |

**A-7.4 - Procedure**

Employees of The Town of Irondequoit shall be appropriately trained in all aspects of safety and health based on their job assignment when initially employed.

The Safety Coordinator and Supervision shall review employee knowledge and training history prior to potential exposure at work site and what that employee will be doing.

Employees will be scheduled for any required training that has not been completed or is not up to date.

Responsible Supervision along with the assistance of the Safety Coordinator will conduct periodic inspections to verify employee compliance and knowledge of safety procedures and verify effectiveness of training. The inspections will include employee input, suggestions and other pertinent beneficial information.

If past training is deemed ineffective due to employee non-compliance, lack of knowledge, injuries, etc., restructure applicable training to rectify these deficiencies.

Retrain employees as needed.

Employees will not be allowed or shall be restricted to any work activities until the required training is complete. Employees may work on activities in which they have had previous training but may not work in any activity which has the potential to expose them to one they have not.

Upon completion of any employee training the employee shall acknowledge their understanding of the safety and health information presented to them and sign and date a certification of training affirming this understanding.

If one is not provided with the course, one is provided below.

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# TOWN OF IRONDEQUOIT
# CERTIFICATION OF TRAINING

On _____ I, _____, attended training / retraining on
*Date* *Employee Name*

_____

_____

_____

*Description of Training Conducted*

and understand the safety and health information, requirements and procedures presented.

In signing this certificate, you are confident that applicable comprehensive training has been provided regarding the aforementioned safety and health subject matter and that you have appropriate practical knowledge regarding personal safety and the safety of co-workers while working on tasks assigned to you.

Employee Signature: _____ Date: _____

Printed Name of Employee: _____

Signature of Instructor: _____ Date: _____

Printed Name of Instructor: _____

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# TOWN OF IRONDEQUOIT

# SIGN-IN SHEET

**Session Name:** _____

**Date:** _____ **Time:** _____

**Hours:**_____

**Instructor(s):**_____

**Organization:**_____

| Employee Name and Signature | Department |
|---|---|
| 1. | |
| 2. | |
| 3. | |
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**B-1**

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

References

*OSHA 29 CFR 1910 Subpart I* *OSHA 29 CFR 1926 Subpart E*

**B-1.1 - Expectations**

To serve as requirements for the Town of Irondequoit regarding provision, use and maintenance of personal protective equipment (PPE) including PPE for head, face, eye, and extremities, protective clothing, and hearing. This section covers all PPE including PPE found in Sections B-1.0A - General PPE, Section B-1.0B - Hearing Conservation and Section B-1.0C – Respirators.

PPE devices alone should not be relied on to provide protection against hazards, but should be used in conjunction with guards, engineering controls, and sound manufacturing practices.

**B-1.2 - Duties**

Supervision will make a complete assessment of the hazards in their workplace using *Form B-1.0A* and shall supply the proper PPE as necessary. Affected employees shall be trained and knowledgeable in types, use, limitations, care and maintenance of PPE.

**B-1.3 – General**

The Town is responsible for supplying, at no cost to the employee, all PPE required to perform the work outlined in their specific job description and as required as a result of the hazard assessment done for each department. Employees are required to have OSHA approved safety boots / footwear per their contracts. Please refer to Section B-1.0A5

PPE shall be provided, used and maintained in a sanitary and reliable condition. All PPE shall be of a safe design and construction for the work to be performed. Defective and damaged PPE shall not be used.

The possibility of multiple and simultaneous exposure to a variety of hazards should be recognized. Adequate protection against the highest level of each of the hazards should be provided. PPE devices alone should not be relied upon to provide protection against all hazards, but should be used in conjunction with guards, engineering controls, and sound practices.

**B-1.4 – Issuance and Replacement of Equipment**

All employees will be issued PPE according to assigned work tasks and as defined by the job hazard assessment.

Employees who require specialized PPE (i.e. welding helmets, chemical resistant gloves or clothing, full face protection and respirators) will have them issued by Supervision or Safety Coordinator at the request of the employee.

Seasonal employees will be issued PPE according to assigned work tasks and as defined by the job hazard assessment.

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There is a one-to-one exchange program to replace certain PPE items. The purpose is to track the service life of these items and upgrade/evaluate items in a timely manner. Any equipment considered disposable will not be a part of the one for one exchange program. Additionally, employees are accountable for the equipment issued to them.

**B-1.5 - Hazard Assessment and Equipment Selection**

The Safety Coordinator in cooperation with applicable Supervision shall assess each work area to determine if hazards are present, or likely to be present, which require the use of PPE. The assessment shall be completed using the assessment form found in Section B-1.0A. Completed assessments can be found in the completed assessment file folder located in the Safety Coordinator's office.

Once it has been determined that such hazards are present or likely to be present Supervision shall:

- Communicate selection decisions to each affected employee,
- Select the PPE that properly fits each affected employee, and
- Have each affected employee use, the PPE that will protect the affected employee from the hazards identified in the assessment,

**B-1.6 – Facility Assessment**

A complete PPE assessment was conducted by the Safety Coordinator or designee along with applicable Supervision for all departments. Completed assessment forms are on file with the Safety Coordinator. These assessments have determined the need for PPE based on the working environment and personal hazardous exposures or the assigned work tasks. The PPE has been selected with the safety and health well-being of the employees in mind. Mandated PPE shall be worn at all times.

**B-1.7 - Training**

Training will be completed by the Supervision or designee for the employees exposed. The training and/or retraining of employees in proper use of PPE will be completed after a hazard assessment has been completed. The employee must know when PPE is needed, what type of PPE is required, the correct manner of wearing the PPE, proper care and maintenance of the PPE, and their limitations. Employees must demonstrate an understanding of the specified training and the ability to use PPE properly, before they are allowed to work in the area that requires them to use PPE.

When Supervision has a reason to believe that any affected employee who has already been trained does not have the understanding and skill required of this section, the employee must be retrained. Circumstances where retraining is required include, but are not limited to, situations where:

- Changes in the workplace render previous training obsolete,
- Changes in the types of PPE to be used render previous training obsolete,
- Inadequacies in an affected employee's knowledge or use of assigned PPE indicate that the employee has not retained the requisite understanding or skill.

Written certification that identifies each employee trained, the date of training and certificate as documentation of the training is required.

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Any Employee who attends a class and is awarded a class completion certification should place a copy in their respective training folder and retain the original copy for their records. All employees should provide a copy to HR for placement in their respective personnel folder.

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# Town of Irondequoit

## PPE Hazard Assessment Certification Form

(Use a separate sheet for each job/task or work area)

Building: _____ Date of Assessment: _____

Department: _____ Work Task / Work Area(s): _____

Assessment conducted by: _____ Job/Task(s): _____

| **EARS/HEARING** | | |
|---|---|---|
| Work activities such as:<br>☐ grinding<br>☐ machinery<br>☐ motors<br>☐ pneumatic equipment<br>☐ punch or brake presses<br>☐ routers<br>☐ other:<br>☐ sanding<br>☐ sawing<br>☐ test Equipment<br>☐ washing / spraying | Work-related exposure to:<br>☐ loud noises<br>☐ loud work environment<br>☐ noisy machines/tools<br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use:<br>☐ ear muffs ☐ ear plugs<br>Noise levels: _____ decibels (dB)<br>Attenuation NRR: _____ decibels (dB)<br>Type Hearing protection selected:<br>_____. |
| **EYES** | | |
| Work activities, such as:<br>☐ abrasive blasting<br>☐ chipping<br>☐ chopping<br>☐ cutting<br>☐ drilling<br>☐ grinding<br>☐ hammering<br>☐ punch press operations<br>☐ other:<br>☐ sanding<br>☐ sawing<br>☐ soldering<br>☐ torch brazing<br>☐ welding<br>☐ wire work | Work-related exposure to:<br>☐ airborne dust<br>☐ blood splashes<br>☐ chemical splashes<br>☐ dirt<br>☐ flying particles/objects<br>☐ glare/high intensity lights<br>☐ hazardous liquid chemicals mists<br>☐ hot sparks<br>☐ intense light<br>☐ laser operations<br>☐ molten metal splashes<br>☐ sharp ends<br>☐ UV<br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use: With:<br>☐ Safety glasses w/ side shields ☐ Face shield<br>☐ Safety goggles ☐ Prescription<br>☐ Chemical goggles<br>☐ Chemical splash goggles<br>☐ Dust-tight goggles<br>☐ Impact goggles<br>☐ Laser goggles<br>☐ Welding helmet/shield<br>☐ Welding shield<br>Shading/Filter (#____)<br>☐ other: |

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| FACE | | |
|---|---|---|
| Work activities, such as:<br>☐ cleaning<br>☐ dip tank operations<br>☐ hot work<br>☐ mixing<br>☐ painting<br>☐ parts washing<br>☐ pouring<br>☐ siphoning<br>☐ welding<br>☐ working outdoors<br>☐ other: | Work-related exposure to:<br>☐ extreme cold<br>☐ extreme heat<br>☐ hazardous liquid chemicals<br>☐ potential irritants:<br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use:<br>☐ Face shield<br>☐ Shading/Filter (#_____)<br>☐ Welding shield<br>☐ other: |
| **HEAD** | | |
| Work activities, such as:<br>☐ building maintenance<br>☐ confined space operations<br>☐ construction<br>☐ electrical wiring<br>☐ utility work<br>☐ walking/working under crane loads<br>☐ other: | Work-related exposure to:<br>☐ exposed electrical wiring or components<br>☐ falling objects<br>☐ fixed object<br>☐ machine parts<br>☐ overhead exposures<br>☐ pipes<br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use:<br>☐ Protective Helmet<br>☐ Type A (low voltage)<br>☐ Type B (high voltage)<br>☐ Bump cap<br>☐ Other: |
| **HANDS/ARMS** | | |
| Work activities, such as:<br>☐ grinding<br>☐ hammering<br>☐ material handling<br>☐ sanding<br>☐ sawing<br>☐ using power tools<br>☐ using computers<br>☐ welding<br>☐ working outdoors<br>☐ other: | Work-related exposure to:<br>☐ animal bites<br>☐ blood<br>☐ electric shock<br>☐ extreme cold<br>☐ extreme heat<br>☐ irritating chemicals<br>☐ musculoskeletal disorders<br>☐ sharps injury<br>☐ tools or materials that could scrape, bruise, or cut<br>☐ vibration<br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use:<br>☐ Gloves<br>☐ Abrasion/cut resistance<br>☐ Anti-vibration<br>☐ Chemical resistance<br>☐ Latex or nitrile<br>☐ Liquid/leak resistance<br>☐ Rests – (wrist / arm/ etc.)<br>☐ Slip resistance<br>☐ Temperature resistance<br>☐ Protective sleeves<br>☐ Other: |

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| FEET/LEGS | | |
|---|---|---|
| Work activities, such as:<br>☐ building maintenance<br>☐ construction<br>☐ demolition<br>☐ plumbing<br>☐ use of highly flammable materials<br>☐ welding<br><br>☐ other: | Work-related exposure to:<br>☐ chemical splash<br>☐ crushing<br>☐ exposed electricity<br>☐ extreme heat/cold<br>☐ heavy equipment<br>☐ impact from objects<br>☐ pinch points<br>☐ slippery surfaces<br>☐ slippery/wet surface<br><br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br><br>If no, use:<br>☐ Safety shoes or boots<br>☐ Toe protection ☐ Metatarsal protection<br>☐ Electrical protection ☐ Heat/cold protection<br>☐ Puncture resistance ☐ Chemical resistance<br>☐ Anti-slip soles<br>☐ Leggings or chaps<br>☐ Foot-Leg guards<br><br>☐ Other: |

| BODY/SKIN | | |
|---|---|---|
| Work activities such as:<br>☐ building maintenance<br>☐ battery charging<br>☐ construction<br>☐ dip tank operations<br>☐ sawing<br>☐ utility work<br>☐ working outdoors<br><br>☐ other: | Work-related exposure to:<br>☐ blood<br>☐ chemicals<br>☐ electrical/static discharge<br>☐ elevated walking/working surface<br>☐ extreme heat<br>☐ extreme cold<br>☐ hot metal<br>☐ impact from flying objects<br>☐ injury from slip/trip/fall<br>☐ irritating chemicals<br>☐ musculoskeletal disorders<br>☐ sharp or rough edges<br>☐ sparks<br><br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br><br>If no, use: With:<br>☐ Abrasion/cut resistance ☐ Long sleeves<br>☐ Apron ☐ Hood<br>☐ Coveralls, Body suit<br>☐ Cut resistant sleeves/wristlets<br>☐ Fall Arrest/Restraint<br>☐ Flame resistant jacket/pants<br><br>☐ Insulated jacket<br><br>☐ Raingear<br>☐ Static coats/overalls<br>☐ Vest, Jacket<br><br>☐ Welding leathers<br><br>☐ Other: |

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| LUNGS/RESPIRATORY | | |
|---|---|---|
| Work activities such as:<br>☐ ceiling repair<br>☐ cleaning<br>☐ concrete work<br>☐ confined space work<br>☐ fiberglass installation<br>☐ floor installation<br>☐ grinding<br>☐ hot work<br>☐ lead work<br>☐ mixing<br>☐ painting<br>☐ sand blasting<br>☐ sanding<br>☐ sawing<br><br>☐ other: | Work-related exposure to:<br>☐ asbestos<br>☐ CARC Paint Exposure – dry<br>☐ CARC Paint Exposure – wet<br>☐ chemical irritants (acids)<br>☐ crystalline silica<br>☐ dust or particulate<br>☐ extreme heat/cold<br>☐ lead<br>☐ organic vapors<br>☐ oxygen deficient environment<br>☐ paint spray<br>☐ toxic gas/vapor<br>☐ welding fume<br><br>☐ other: | Can hazard be eliminated without the use of PPE?<br>Yes ☐ No ☐<br>If no, use:<br>☐ Air Purifying<br>☐ Particulate face piece<br>☐ Half face<br>☐ Full face<br>☐ Nuisance dust mask<br>☐ Air supply<br><br>Cartridge / Filter Type:<br>☐ HEPA<br>☐ 95 %<br>☐ Other:_____.<br><br>Specify Atmospheric hazard(s):<br>_____.<br><br>High Humidity or oil content in atmosphere?<br>Yes ☐ No ☐<br><br>Respirator Selected: _____. |

Signs Needed –
☐ Safety Glasses Required
☐ Hearing Protection Required
☐ Foot Protection
☐ Safety Goggles Required
☐ Other: _____

Keep in mind that PPE devices alone should not be relied on to provide protection against hazards, but should be used in conjunction with guards, engineering controls, and sound manufacturing practices.

## ASSESSOR CERTIFICATION:

I certify that I personally performed the above Hazard Assessment on the date indicated. This document is a Certification of the Hazard Assessment.

| _____ | _____ | _____ |
|---|---|---|
| Assessor Printed Name | Signature | Date |

## EHS SUPERVISOR REVIEW

| _____ | _____ | _____ |
|---|---|---|
| Safety Coordinator Printed Name | Signature | Date |

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## B-1.0A

## GENERAL PPE

References

*OSHA 29 CFR 1926 Subpart E* *OSHA 29 CFR 1910 Subpart I*

### B-1.0A1 - Expectation

To serve as the requirements for the Town of Irondequoit concerning general personal protective equipment (PPE) and the conditions for their use, exclusive of respirators and hearing protection

### B-1.0A2 - Duties

Supervision of the Town of Irondequoit will make an assessment of the hazards in their workplace and shall supply the proper PPE as necessary. Assessment will be documented as to what workplace was assessed, who assessed the workplace, and the date of the assessment.

If an employee provides their own PPE, Supervision must make the results of the assessment known to them so that they can obtain the correct equipment.

### B-1.0A3 - Head Protection

Employees are to wear approved hard hats to prevent injuries whenever work conditions require them, such as exposure to overhead hazards, flying objects, or other potential head injury hazards. Hardhats shall comply with ANSI Z89.1 or shall be demonstrated to be equally effective. Hard hats must be maintained in a reasonably clean condition and shall not be painted or defaced. See completed assessments for detailed information.

### B-1.0A4 - Eye and Face Protection

Protective eye and/or face protection shall be worn where there is a danger of injury from flying objects, glare, liquids, weld arcing, or other potential eye hazard sources.

Each affected employee shall use appropriate eye protection that provides side protection when there is a hazard from flying objects. Detachable/rigid side protectors meeting the pertinent requirements of the hazards involved are acceptable.

Each affected employee who wears prescription lenses while engaged in operations that involve eye hazards shall wear eye protection that incorporates the prescription in its design or shall wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses.

Eye and face PPE shall be distinctly marked for identification of the manufacturer. Protective eye equipment must be used as designed, be reasonably comfortable, fit snugly and not interfere with natural movement and operation.

Protective eye and face devices shall comply with ANSI Z87.1-2020 or shall be demonstrated to be equally effective.

Where additional eye hazards are present, other approved eye or face protection must be used such as chemical goggles, face shields, welders shields, etc., depending on the application. Various types of face shields, welding shields etc. are to be made available for employees whether used alone or over prescription glasses or other safety eye wear.

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**B-1.0A5 - Foot Protection**

Supervision is responsible for seeing that all employees under their control are wearing appropriate rugged shoes. Appropriate shoes are those that provide protection including:

- Soles which prevent against impact to toes and feet, punctures, slipping, penetration by water, deterioration by chemicals and solvents, hot materials, electrical hazards and uppers which protect against expected scraping and scratching from rough materials and meet the safety requirements of the work being performed.

Foot protection will be selected as required, including the addition of boots, for the particular working environment of each individual.

Protective footwear shall comply with the ASTM F2413-18. If other footwear is preferred, it shall be demonstrated to be equally effective.

Open-toed shoes shall not be worn in any area where the employee is exposed to a potential foot injury.

Employees subject to a CBA are required to have OSHA approved safety boots / footwear per their contracts.

**B-1.0A6 - Hand Protection**

Gloves should be selected to provide specific protection from particular hazards such as cuts, burns, bruises, caustics, slivers etc. when the hazard is present. Hand protection shall be selected as follows:

| Hazard | Protection |
|---|---|
| Caustics, chemicals | Gloves: Specially designed for exposure |
| Electricity | Gloves: rubber, covered with leather gloves |
| Heat, flame | Gloves: leather, aluminized fabrics, aramid, wool |
| Heavy Materials | Gloves: leather, canvas |
| Mild irritants | Barrier creams: light duty |
| Sharp objects | Gloves: cut-proof |

Supervision shall base the selection of the appropriate hand protection on an evaluation of the performance characteristics of the hand protection relative to the task(s) to be performed, conditions present, duration of use, and the hazards and potential hazards identified and shall document findings in the PPE Assessment.

**B-1.0A7 - Protective Clothing**

Employees shall wear appropriate clothing in the performance of their jobs to provide protection against the environment and hazards.

Raincoats, aprons, protectors, and other protective clothing shall be worn as required. Loose clothing shall not be worn around moving machinery. Protective clothing will be provided for the specific task and shall be worn.

**B-1.0A8 - Other**

Metal rings should not be worn by employees working on or around electrical installations or moving machinery. Employees who have strong feelings against its removal may wear

gloves or tape over ring.

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Personal protection equipment will be determined and supplied by Supervision as needed. Supervision will immediately replace defective personal protection as required. It is the responsibility of Supervision that all employees are sufficiently protected, however employees should take the first step in safely protecting themselves. Failure to use required and available protective equipment will result in disciplinary action.

**B-1.0A9 - Training -** See Section B-1.17 for specific details.

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**B-1.0B**

**HEARING CONSERVATION**

References

*OSHA 29 CFR 1910.95* *OSHA 29 CFR 1904.10*

**B-1.0B1 - Expectations**

To serve as the Town of Irondequoit's procedures and methods to protect employees exposed to hazardous noises based on a Time Weighted Average (TWA) of 85 decibels or more.

**B-1.0B2 – Limit Summary**

The Town of Irondequoit through the Safety Coordinator, Supervision and designees will complete noise assessments of vehicles, equipment and applicable work tasks to document emitting noise levels regarding possible employee exposures.

If an assessment results in exposing an employee to noise exposures equal to or exceeding an eight (8) hour time-weighted average (TWA) sound level of eighty-five (85) decibels measured on the A scale (slow response) this hearing conservation program must be implemented. For purposes of this program, employee noise exposures shall be computed in accordance with Permissible Noise Levels A Scale of the Hearing Conservation Amendments found in section B-1.0B19, and without regard to any attenuation provided by the use of PPE.

If any readings exceed a sound level of 90 decibels, engineering practices shall be initiated to lessen the noise levels to acceptable levels that do not require hearing protection. This includes using sound barriers; absorption devices; maintenance updates of the equipment; purchasing new equipment; etc. If the noise level cannot be reduced to acceptable levels, employees must be provided with and use hearing protection that will reduce the noise level exposure to employees below 90 decibels.

Noise assessments must be completed and documented on a regular basis for verification that employees are not being exposed to excessive noise levels when new equipment is introduced, new job duties are assigned and when existing equipment is modified.

Exposure to impulsive or impact noise should not exceed 140 dB peak sound pressure level.

**B-1.0B3 – Projects**

When sound levels at a work site exceed the permissible values of the A Scale of the Hearing Conservation Amendments, corrective measures will be implemented through engineering or administrative controls to prevent employee exposure. Due to the short timeframes of work on a typical site, engineering controls may not be feasible. Therefore, personal protection equipment must be used from the very beginning. Protection such as earplugs or muffs that provide the required noise control will be provided to employees.

**B-1.0B4 - Duties**

Supervision will make an assessment of the hazards in their workplace and shall supply the proper hearing protective equipment as necessary.

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**B-1.0B5 - Operations - Monitoring**

When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 decibels, the Supervision responsible for the affected employee(s) will develop and implement a monitoring program.

Supervision shall identify employees for inclusion in the conservation program and to enable the proper selection of hearing protection.

All continuous, intermittent and impulsive sound levels from 80 decibels to 130 decibels shall be integrated into the noise measurements. Instruments used to measure employee noise exposure shall be calibrated to ensure measurement accuracy.

Monitoring shall be repeated whenever a change in production, process, equipment or controls increases noise exposures to the extent that:

- Additional employees may be exposed at or above the level; or
- The attenuation provided by hearing protection being used by employees may be rendered inadequate to meet the requirements of hearing protector attenuation found later in this program.

Supervision shall notify each employee exposed at or above an 8-hour time-weighted average of 85 decibels of the results of the monitoring.

The Town shall provide affected employees or their representatives with an opportunity to observe any noise measurements conducted pursuant to this section.

**B-1.0B6 - Multiple Noise Level Exposure**

When the daily noise exposure is composed of two or more periods of noise exposure of different levels, their combined effect should be considered, rather than the individual effect of each. Using the following equation if the sum of the fractions exceeds unity, then, the mixed exposure should be considered to exceed the limit value.

C(1)/T(1) + C(2)/T(2) C(n)/T(n)

Cn - indicates the total time of exposure at a specified noise level

Tn - indicates the total time of exposure permitted at that level

**B-1.0B7 – Dosimeter Noise Testing**

Worksites and/or specific operations of the Town of Irondequoit have been tested for noise emission. The results of this testing shall be attached to this manual for accessible reference to Town employees regarding particular noise emission results.

Due to the nature of work done by the Town of Irondequoit employees, including change in work tasks; purchase and use of new tools and equipment; work environments, etc. the noise testing will be an ongoing requirement. The results will be updated as needed with the dates of the latest testing and results. The listing will include the results of all testing regardless if they exceed the allowable noise levels of this program. This will be done to assure an employee that the testing was done on a particular item and what the results were.

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**B-1.0B8 - Audiometric Testing**

The Town of Irondequoit has established and will maintain an audiometric testing program by making audiometric testing available at no cost to all employees whose exposures equal or exceed an 8-hour TWA of 85 decibels. Audiometric tests shall be performed by a Town approved licensed or certified audiologist, otolaryngologist, or physician.

**B-1.0B9 - Baseline Audiogram.**

Within six (6) months of an employee's first exposure at or above the allowable noise levels, the Town shall establish a valid baseline audiogram against which subsequent audiograms will be compared.

Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise. Hearing protection may be used as a substitute for the requirement that baseline audiograms be preceded by 14 hours without exposure to workplace noise.

The responsible department head or supervisor shall notify employees of the need to avoid high levels of non-occupational noise exposure during the 14-hour period immediately preceding the audiometric examination.

**B-1.0B10 - Annual Audiogram.**

At least annually after obtaining the baseline audiogram, the Town shall obtain a new audiogram for each employee exposed at or above an 8-hour time-weighted average of 85 decibels.

**B-1.0B11 - Evaluation of Audiogram.**

Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred.

If the annual audiogram shows that an employee has suffered a standard threshold shift, the Town may obtain a retest within 30 days and consider the results of the retest as the annual audiogram.

The audiologist, otolaryngologist, or physician shall review problem audiograms and shall determine whether there is a need for further evaluation. The Town shall provide the following information to the person performing this evaluation:

- A copy of the requirements for hearing conservation as set forth in this program
- The baseline audiogram and most recent audiogram of the employee to be evaluated
- Measurements of background sound pressure levels in the audiometric test room
- Records of audiometer calibrations

**B-1.0B12 - Follow-Up Procedures**

If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift as defined has occurred, the employee shall be informed of this fact in writing, within 21 days of the determination.

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Unless a physician determines that the standard threshold shift is not work related or aggravated by occupational noise exposure, Supervision shall ensure that the following steps are taken when a standard threshold shift occurs:

- Employees not using hearing protection shall be fitted with hearing protection, trained in their use and care, and required to use them.
- Employees already using hearing protection shall be refitted and retrained in the use of hearing protection and provided with hearing protection offering greater attenuation if necessary.
- The employee shall be referred for a clinical audiological evaluation or an otological examination, as appropriate, if additional testing is necessary or if the Town suspects that a medical pathology of the ear is caused or aggravated by the wearing of hearing protectors.
- The employee is informed of the need for an otological examination if a medical pathology of the ear that is unrelated to the use of hearing protectors is suspected.

If subsequent audiometric testing of an employee whose exposure to noise is less than an 8-hour TWA of 90 decibels indicates that a standard threshold shift is not persistent, applicable Supervision shall:

- inform the employee of the new audiometric interpretation; and
- may discontinue the use of hearing protectors for that employee.

**B-1.0B13 - Revised Baseline**

An annual audiogram may be substituted for the baseline audiogram when, in the judgment of the audiologist, otolaryngologist or physician who is evaluating the audiogram:

- The standard threshold shift revealed by the audiogram is persistent; or
- The hearing threshold shown in the annual audiogram indicates significant improvement over the baseline audiogram.

**B-1.0B14 - Standard Threshold Shift**.

As standard threshold shift is a change in hearing threshold relative to the baseline audiogram of an average of 12 dB or more at 2000, 3000, and 4000 Hz in either ear.

In determining whether a standard threshold shift has occurred, allowance may be made for the contribution of aging to the change in hearing level by correcting the annual audiogram according to accepted procedure described in OSHA 29 CFR Part 1910.95 Appendix F.

**B-1.0B15 - Audiometric Test Requirements**

Audiometric tests shall be pure tone, air conduction, hearing threshold examinations, with test frequencies including a minimum 500, 1200, 2000, 3000, 4000, & 6000 Hz. Tests at each frequency shall be taken separately for each ear.

Audiometric tests shall be conducted with audiometers that meet the specifications of, and are maintained and used in accordance with, American National Standard Specification for Audiometers, S3.6-1996.

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Pulsed-tone and self-recording audiometers, if used, shall meet the requirements specified in OSHA 29 CFR Part 1910.95 Appendix C. Audiometric examinations shall be administered in a room meeting the requirements listed in OSHA 29 CFR Part 1910.95 Appendix D.

**B-1. 0B16 - Hearing Protection**

When employees of the Town of Irondequoit are subject to sound exceeding the permissible levels, administrative or engineering controls will be used when possible. If these controls do not relieve the noise to permissible levels, PPE will be supplied and utilized to reduce noise exposure.

All employees exposed to noise levels above the permissible levels specified in the A scale will be provided and are required to wear appropriate hearing protection. Hearing protectors shall be provided at no cost and replaced as necessary.

Supervision will ensure that all employees exposed to unacceptable limits will wear hearing protection. Ear protective devices inserted in the ear shall be fitted or determined individually by Supervision. Supervision shall ensure that hearing protectors are worn by:

- Employees whose exposure levels exceed that of the A Scale and are required to wear PPE
- Employees exposed to an 8-hr. TWA of 85 decibels or greater
- Employees who have experienced a standard threshold shift or have not yet had a baseline audiogram established

Employees shall be given the opportunity to select their hearing protection from a variety of suitable hearing protectors provided by the Town.

Depending upon the noise exposure determined by the dosimeter test results found within the Dosimeter Testing Section, proper hearing protection shall be selected. The hearing protection must provide hearing dampening ability to reduce the noise level exposure to the accepted A scale permissible noise levels or TWA.

The Town of Irondequoit will train the employees in the use, care, and fitting of the protection provided per manufacturers recommendations.

The Town shall ensure proper initial fitting and supervise the correct use of all hearing protectors.

For employees who have experienced a standard threshold shift, hearing protectors must attenuate employee exposure to an 8-hour TWA of 85 decibels or below.

The adequacy of hearing protector attenuation shall be re-evaluated whenever employee noise exposure increases to the extent that the hearing protectors provided may no longer provide adequate attenuation. The Town shall provide more effective hearing protectors where necessary.

**B-1.0B17 - Training**

Training will be completed by Supervision or designee for the employees exposed to noise at or above an 8-hour time-weighted average of 85 decibels. The training and/or retraining of employees in proper use of hearing protection will be completed after a hazards assessment has been completed.

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The employee must know when hearing protection is needed, what type of hearing protection is required, the correct manner of wearing the hearing protection, the effects of noise on hearing, proper care and maintenance, the limitations of the hearing protection, and when appropriate the purpose of audiometric testing and explanation of the test procedures.

Additional training will be held at a minimum, annually, for each employee included in the hearing program and updated to be consistent with the changes in protection and work progress.

The Town of Irondequoit shall make available to affected employees or their representatives copies of this program and shall also file a copy at the workplace.

Supervision shall provide to affected employees any informational materials pertaining to this program.

**B-1.0B18 - Record Keeping**

The Human Resources Department will maintain the employee exposure measurements.

Noise exposure measurement records shall be retained for two years. Audiometric test records shall be retained for the duration of the affected employee's employment. This record shall include:

- Name and job classification of the employee
- Date of the audiogram
- The examiner's name
- Date of the last acoustic or exhaustive calibration of the audiometer
- Employee's most recent noise exposure assessment

The Town shall maintain accurate records of the measurements of the background sound pressure levels in audiometric test rooms.

All records required by this section shall be provided upon request to employees, former employees, representatives designated by the individual employee, and PESH.

**B-1.0B19 - Permissible Noise Levels A Scale**

| Duration per day (hours) | Response |
|---|---|
| 8 | 90db |
| 6 | 92db |
| 4 | 95db |
| 3 | 97db |
| 2 | 100db |
| 1-1/2 | 102db |
| 1 | 105db |
| 1/2 | 110db |
| 1/4 or less | 115db |

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**B-1. NOISE SCREENING MEASUREMENTS**

| EQUIPMENT | IDENTIFICATION NUMBER | dBA |
|---|---|---|
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*DBA – A weighted decibels*

*NA – Not Available*

**Measurements Taken with a _____ sound level meter**

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## B-2 HEARING CONSERVATION PROGRAM PARTICIPANTS

The following Job Titles and/or employees will be included in the Hearing Conservation Program. Also listed is whether hearing protection is required to be worn or recommended.

| Employee or Job Title | Hearing Protection Use Mandated (M) or Recommended (R) |
|---|---|
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## B-3 HEARING PROTECTION SUMMARY

Table B-3 summarizes when hearing protection is required or when it is recommended.

| Type (Muff, Plug) | Name | Noise Reduction Rating | Actual Noise Reduction Expected (NRR-7dB) |
|---|---|---|---|
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## B-1.0C

## RESPIRATOR PROTECTION

References

*OSHA 29 CFR 1910.134* *OSHA 29 CFR 1926.103*

### B-1.0C0 - Expectations

This program is designed to help reduce and prevent employee exposure to occupational diseases caused by dusts, fumes, mists, gases, vapors, etc. Engineering controls should first be initiated to eliminate contaminants. When effective controls cannot be used or only lessen the amount of exposure, respirators will be required.

### B-1.0C1 - Duties

Supervision of the Town of Irondequoit will make an assessment of the hazards in their workplace and shall supply the proper respiratory protection equipment as necessary. See Section B-1.0A for assessment form and specific details.

The employee shall use the respiratory protection provided in accordance with instructions and training received.

The employee has the right to wear a respirator even if the task assessment does not show the need for respirator use. The Town of Irondequoit will allow the employee to wear the respirator, but at his own expense. However, the Town of Irondequoit will verify that the employee is using the respirator properly.

### B-1.0C2 - Operation

Supervision shall identify work tasks and/or operations that have the potential for exposing employees to occupational dust, fumes, mists, gases, vapors, etc.

Engineering controls shall initially be implemented to protect the workers from these actual or potential airborne hazards, and where these controls cannot be imposed PPE shall be used. Thereafter, new tasks or operations that arise that have actual or potential respiratory hazards shall be evaluated by Supervision for possible use of controls or respirators throughout the progress of the task.

### B-1.0C3 - Selection of Respirator

Respirators will be selected by Supervision and shall meet ANSI Standard Z88.2-2015.

The selection of the respirator will be based upon the physical and chemical properties of the air contaminants, their concentration levels, chemical properties, label warnings, effects on the body, established permissible levels of exposure and the period of respiratory protection is required. Employees will be provided with a respirator that is best suited for the exposure and best fit and comfort based on environments and the employees' physical characteristics.

Cartridges, pre-filters and replacement respirators are available as needed.

### B-1.0C3A - Air Purifying Respirators

These clean contaminated air before it reaches the user by a mechanical filter, chemical cartridge or a combination of the two. Mechanical filters remove particulate matter, and chemical cartridges remove gases and vapors.

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- Do not use in atmospheres with insufficient oxygen or with contamination levels above the allowable limits of the device.
- Do not use when there is a potential exposure to harmful gaseous matter that cannot be detected clearly by odor.
- Do not use when there is exposure to gaseous material that is harmful to the eyes, unless suitable eye protection is provided.

**B-1.0C3B - Dust/Particulate Masks**

Dust/particulate masks selected must be NIOSH/MSHA approved. Dust / particulate masks protect the wearer against dusts, mists and particulates and are recommended for use up to 10 x PEL, or the appropriate OSHA standard, whichever is lower. Proper dust / particulate masks must be selected based on application. Masks must be worn and used per manufacturer instructions. Dispose of it properly after use or when contaminated.

**B-1.0C4 - Respirator Use**

In areas where the wearer, with failure of the respirator, could be overcome by a toxic or oxygen deficient atmosphere, at least one additional person shall be present.

Communication shall be maintained between all individuals present. Planning shall be such that one individual will be unaffected by any likely incident and have the proper rescue equipment to be able to assist the other(s) in case of emergency.

Frequent inspections shall be conducted by the Safety Coordinator or Supervision to ensure that respirators are properly selected, used, cleaned and maintained.

**B-1.0C5 - Assigned Protection Factors (APFs)**

The Town of Irondequoit will use the assigned protection factors listed in Table 1 to select a respirator that meets or exceeds the required level of employee protection. Please consult the selected respirator manufacturers design criteria for specific information.

Table 1. -- Assigned Protection Factors

| Type of respirator | Half mask | Full Facepiece | Loose-fitting facepiece |
|---|---|---|---|
| Air-Purifying Respirator | 10 | 50 | NA |
| Powered Air-Purifying Respirator (PAPR) | 50 | 1,000 | 25 |

The Town of Irondequoit will select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

As some respirators used by The Town of Irondequoit are used for protection against particulates and used proactively when an atmosphere does not contain a hazard above the PEL the assigned protection will be considered within the limits of the protection factor of the respirator in these applications

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**B-1.0C6 – Change Out Program**

When using an air-purifying respirator, the Town of Irondequoit Supervision shall ensure that:

- The respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or
- If there is no ESLI appropriate for conditions requiring the respirator in the workplace, the Town of Irondequoit shall implement a change schedule for canisters and cartridges that is based on the AIHA publication "The Occupational Environment - "Rule of Thumb" for estimating organic vapor cartridge service life. The Rule of Thumb is as follows:
    - If the chemical's boiling point is > 70 °C and the concentration is less than 200 ppm you can expect a service life of 8 hours at a normal work rate.
    - Service life is inversely proportional to work rate.
    - Reducing concentration by a factor of 10 will increase service life by a factor of 5.
    - Humidity above 85% will reduce service life by 50%.

This “Rule of Thumb” information will ensure that canisters and cartridges are changed before the end of their service life. All employees shall follow this rule regardless of frequency of respirator use.

**B-1.0C7 – Voluntary Use Dust/Nuisance Masks**

Nuisance filtering facepieces (dust masks) shall be provided to employees seeking relief from general workplace dusts, which may be generated from normal operations. Filtering facepieces (dust masks) are not designed and shall not be used to protect employees from noxious or toxic fumes: areas lacking sufficient oxygen or dust associated with welding or sandblasting.

When the Town of Irondequoit provides filtering facepieces (dust masks) at the request of an employee or allows an employee to bring their own filtering facepiece (dust mask), into the workplace, Supervision shall ensure that the respirator used does not present a hazard to the health of the employee.

If Supervision has determined that there is no hazard, and the filtering facepiece (dust mask) use is voluntary, then no medical evaluation is required. When an employee is allowed to voluntarily use this type of respirator, Supervision will provide the employee the information contained in OSHA 29 CFR 1910.134 Appendix D of the OSHA standard and will ensure that such respirator use will not itself create a hazard. A great majority of voluntary use situations involving the use of filtering facepieces (dust masks) are provided for the employee's comfort. For example, some employees who have seasonal allergies may request a mask for comfort when working outdoors, or an employee may request a dust mask for use while sweeping a dusty floor. There are no medical limitations on the use of these respirators, so the Town of Irondequoit will allow their use. The employees must ensure that the masks are not dirty or contaminated and that their use does not interfere with the employee’s ability to work safely.

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**B-1.0C8 – Employee Training and Conditions**

Every employee requiring the use of a respirator must be trained and instructed on the Town of Irondequoit respiratory program by Supervision or designee. Supervision shall have a background knowledge in respirator use, this program and the applicable standards.

The following are the minimum training requirements in the use of respirators:

- Purpose of use of respirators
- Fitting instructions and sealing tests
- Respirator inspection
- Respirator maintenance
- Proper use of respirators
- Limitations of respirators
- Cleaning procedures
- Respirator storage

Training shall include providing the employees with the opportunity to handle the respirator, have it fitted properly, test its face-piece-to-face-seal, wear it in normal air for a long familiarity period, and to wear it in a test atmosphere.

Every employee who must wear a respirator shall receive fitting instructions including demonstrations and practice in how the respirator should be worn, how to adjust it, and how to determine if it fits properly.

Employees who are assigned tasks requiring the use of respirators must first be determined to be physically fit and able by a Town of Irondequoit designated physician or by the employees' physician. The employee must complete and pass a Medical Evaluation Questionnaire. Upon review by the designated town physician or by employees' physician it is found that the potential user does not meet the requirements of the evaluation for respirator use, they must complete a pulmonary and full physical designed for the expectation of respirator usage.

These employees will be required to sign a training document stating that they have taken the training and fully understand the requirements and uses.

**B-1.0C9 - Handling of Respirators** - ***Per manufacturers recommendations***

The following is the procedure for handling the non-disposable type respirators:

- Cleaned and disinfected after each use or, at a minimum, after daily use.
- Respirators shall be cleaned using specialized cleaning towelettes designed for this equipment. When possible, use detergents containing bactericide.
- Respirator equipment will be thoroughly rinsed in clean, warm water (130 degrees F max.) to remove detergent cleaner, sanitizer and disinfectant.
- Equipment shall be allowed to air dry on a clean surface.

**B-1.0C10 - Inspections**

Respirators will be inspected before and after each use. All respirators shall be inspected at least monthly to ensure satisfactory working condition, inspections shall include:

- Cartridge Type Respirator Inspections:
    - Tightness of connections
    - Conditions of face piece, i.e. excessive dirt, cracks, tears, holes, distortion, improper lenses

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- Headbands, i.e. breaks, tears, loss of elasticity, broken or missing attachments
- Inhalation and exhalation valves, i.e. detergent residue, dust, cracks, tears, distortion of valve material, missing/defective valve covers
- Filter/Canisters, i.e. proper type for present hazard, missing or worn gaskets, threads and clamps, cracks, or dents

- Air Supplied Respirator Inspections:
  - Conditions of hoses, i.e. breaks, tears, nicks, kinks, gouges, nicks, dents and tightness
  - Operation of air purifying elements
  - Regulator settings and valves per manufacturers recommendations.

Records shall be kept of inspection dates and findings for respirators maintained for emergency use.

All defects shall be repaired immediately. If an item is defective, it shall be removed from service, tagged with the date, defect, and the name of the last employee to use it. If it is found to be unrepairable it shall be removed from the worksite, the town inventory and destroyed.

**B-1.0C11 - Respirator Maintenance - Per Manufacturers' instructions**

Respirators require periodic repair or replacement of parts. Do not interchange parts of different models as proper safety and warranties will be voided.

Stretch and manipulate elastomer parts of respirators to inspect for pliability and prevent them from deteriorating and hardening.

Keep a full selection of replacement parts in a clean dry area.

**B-1.0C12 - Storage of Respirator Equipment**

Per Manufacturer's instructions

**B-1.0C13 - Respirator Canister Identification**

The primary means of identifying a respirator canister shall be by means of properly worded labels. The secondary means of identifying respirator canisters shall be by color code.

All respirator canisters shall be properly labeled and colored in accordance with manufacturer and approved methods before they are placed in service and that all labels and colors are properly maintained at all times thereafter until the canisters have been removed from the town inventory.

**B-1.0C14 - Special Conditions**

Contact lenses cannot be worn while wearing a respirator.

Facial hair, including beards, and sideburns are not permitted. This even includes a few days' growth of stubble, which is not permitted. Facial hair does not allow for proper sealing of respirator to the wearers face.

Standard eyeglasses will not be used with full-face masks. The temple bars or straps will prevent the proper seal of the respirator to the head. Eyeglasses and goggles can be worn

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with half-face masks but cannot interfere with respirator seal. For those who need corrective lenses to see, special lenses will be fitted into the full-face respirators.

Employees with facial irregularities, including serious scars, severe acne, deep skin creases, prominent cheekbones, and lack of teeth or dentures cannot be assigned work requiring the use of respirators if irregularity will affect proper seal of respirator.

A limitation of all respirators is that certain gaseous contaminants can enter the body by routes other than the respiratory tract. Other protection may be needed as required by these conditions.

**B-1.0C15 – Engineering Controls**

Engineering controls shall be implemented to protect the workers from actual or potential airborne hazards, and where these controls cannot be imposed personal protection equipment, including respirators, shall be used. The following tasks have been identified as those that can be controlled using the identified engineering controls, therefore not requiring the use of respirators. Tasks or operations that arise that are not listed below that have actual or potential respiratory hazards shall be evaluated by Supervision for possible use of controls or respirators before work can begin and throughout the progress of the task.

| **Work Task** | **Control** |
|---|---|
| Asbestos Removal | Subcontracted |
| Automotive - Paint Spray | Point Source Ventilator |
| Automotive – Brake Repair | Point Source Ventilator |
| Confined Space Entry | Alternate Entry- Forced Air Ventilation. Entry is not allowed if ventilation cannot maintain safe atmosphere |
| Grinding | Point Source Ventilator |
| Pesticide Spraying | Use non-toxic chemicals unless certified |
| Plasma Cutter | Point Source Ventilator |
| Sand Blasting | Point Source Ventilator |
| Spray Painting | Subcontracted |
| Welding | Portable Air Extractor |

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# Town of Irondequoit

## Respirator Medical Evaluation Questionnaire

This questionnaire shall be completed during normal working hours, or at a time and place that is convenient for you. To maintain your confidentiality, Town of Irondequoit will not look at or review your answers. You will be told how to deliver or send this questionnaire to the health care professional who will review it.

Employee: _____ Date: _____

Task Requiring Respirator: _____

**Part A. Section 1. (Mandatory)**
The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Your age (to nearest year): _____

2. Gender (circle one): Male Female Other

3. Your height: _____ ft. _____ in.

4. Your weight: _____ lbs.

5. Your job title: _____

6. Phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____
   The best time to phone you at this number is: _____

7. Has Town of Irondequoit told you how to contact the health care professional who will review this questionnaire (circle one): Yes No

8. Check the type of respirator you will use (you can check more than one category):
   _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).
   _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

9. Have you worn a respirator (circle one): Yes No
   If "yes," what type(s): _____

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Part A. Section 2. (Mandatory) (please circle "yes" or "no").
Employees who have been selected to use a respirator must answer questions 1 through 9.

1. Do you currently smoke tobacco, or have you smoked in the last month: Yes No

2. Have you ever had any of the following conditions?

| | | |
|---|---|---|
| Seizures (fits): | Yes | No |
| Diabetes (sugar disease): | Yes | No |
| Allergic reactions that interfere with your breathing: | Yes | No |
| Claustrophobia (fear of closed-in places): | Yes | No |
| Trouble smelling odors: | Yes | No |

3. Have you ever had any of the following pulmonary or lung problems?

| | | |
|---|---|---|
| Asbestosis: | Yes | No |
| Asthma: | Yes | No |
| Chronic bronchitis: | Yes | No |
| Emphysema: | Yes | No |
| Pneumonia: | Yes | No |
| Tuberculosis: | Yes | No |
| Silicosis: | Yes | No |
| Pneumothorax (collapsed lung): | Yes | No |
| Lung cancer: | Yes | No |
| Broken ribs: | Yes | No |
| Any chest injuries or surgeries: | Yes | No |
| Any other lung problem that you've been told about: | Yes | No |

4. Do you currently have any of the following symptoms of pulmonary or lung illness?

| | | |
|---|---|---|
| Shortness of breath: | Yes | No |
| Shortness of breath when walking fast on level ground or walking up a slight hill or incline: | Yes | No |
| Shortness of breath when walking with other people at an ordinary pace on level ground: | Yes | No |
| Must stop for breath when walking at your own pace on level ground: | Yes | No |
| Shortness of breath when washing or dressing yourself: | Yes | No |
| Shortness of breath that interferes with your job: | Yes | No |
| Coughing that produces phlegm (thick sputum): | Yes | No |
| Coughing that wakes you early in the morning: | Yes | No |
| Coughing that occurs mostly when you are lying down: | Yes | No |
| Coughing up blood in the last month: | Yes | No |
| Wheezing: | Yes | No |
| Wheezing that interferes with your job: | Yes | No |
| Chest pain when you breathe deeply: | Yes | No |
| Any other symptoms that you think may be related to lung problems: | Yes | No |

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5. Have you ever had any of the following cardiovascular or heart problems?

| | | |
|---|---|---|
| Heart attack: | Yes | No |
| Stroke: | Yes | No |
| Angina: | Yes | No |
| Heart failure: | Yes | No |
| Swelling in your legs or feet (not caused by walking): | Yes | No |
| Heart arrhythmia (heart beating irregularly): | Yes | No |
| High blood pressure: | Yes | No |
| Any other heart problem that you've been told about: | Yes | No |

6. Have you ever had any of the following cardiovascular or heart symptoms?

| | | |
|---|---|---|
| Frequent pain or tightness in your chest: | Yes | No |
| Pain or tightness in your chest during physical activity: | Yes | No |
| Pain or tightness in your chest that interferes with your job: | Yes | No |
| In the past two years, have you noticed your heart skipping or missing a beat: | Yes | No |
| Heartburn or indigestion that is not related to eating: | Yes | No |
| Any other symptoms that you think may be related to heart or circulation problems: | Yes | No |

7. Do you currently take medication for any of the following problems?

| | | |
|---|---|---|
| Breathing or lung problems: | Yes | No |
| Heart trouble: | Yes | No |
| Blood pressure: | Yes | No |
| Seizures (fits): | Yes | No |

8. If you've used a respirator, have you ever had any of the following problems?
(If you've never used a respirator, check the following space and go to question 9:)

| | | |
|---|---|---|
| Eye irritation: | Yes | No |
| Skin allergies or rashes: | Yes | No |
| Anxiety: | Yes | No |
| General weakness or fatigue: | Yes | No |
| Any other problem that interferes with your use of a respirator: | Yes | No |

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently): Yes No

11. Do you currently have any of the following vision problems?

| | | |
|---|---|---|
| Wear contact lenses: | Yes | No |
| Wear glasses: | Yes | No |

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Color blind: Yes No
Any other eye or vision problem: Yes No

12. Have you ever had an injury to your ears, including a broken eardrum: Yes No

13. Do you currently have any of the following hearing problems?
    Difficulty hearing: Yes No
    Wear a hearing aid: Yes No
    Any other hearing or ear problem: Yes No

14. Have you ever had a back injury: Yes No

15. Do you currently have any of the following musculoskeletal problems?
    Weakness in any of your arms, hands, legs, or feet: Yes No
    Back pain: Yes No
    Difficulty fully moving your arms and legs: Yes No
    Pain or stiffness when you lean forward or backward at the waist: Yes No
    Difficulty fully moving your head up or down: Yes No
    Difficulty fully moving your head side to side: Yes No
    Difficulty bending at your knees: Yes No
    Difficulty squatting to the ground: Yes No
    Climbing a flight of stairs or a ladder carrying more than 25 lbs.: Yes No
    Any other muscle or skeletal problem that interferes with using a respirator: Yes No

Part B

Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes No

   If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes No

   If "yes," name the chemicals if you know them: _____

   _____

   _____

3. Have you ever worked with any materials or under any of the conditions listed below:
   Asbestos: Yes No
   Silica (e.g., in sandblasting): Yes No

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Tungsten/cobalt (e.g., grinding or welding this material): Yes No
Beryllium: Yes No
Aluminum: Yes No
Coal (for example, mining): Yes No
Iron: Yes No
Tin: Yes No
Dusty environments: Yes No
Any other hazardous exposures: Yes No

If "yes," describe these exposures: _____

_____

_____

_____

_____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes No
   If "yes," were you exposed to biological or chemical agents (either in training or combat): Yes No
8. Have you ever worked on a HAZMAT team? Yes No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes No
   If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?
    HEPA Filters: Yes No
    Canisters (for example, gas masks): Yes No
    Cartridges: Yes No

11. How often are you expected to use the respirator(s)?
    Escape only (no rescue): Yes No
    Emergency rescue only: Yes No
    Less than 5 hours per week: Yes No
    Less than 2 hours per day: Yes No
    2 to 4 hours per day: Yes No
    Over 4 hours per day: Yes No

12. During the period you are using the respirator(s), is your work effort:
    **Light** (less than 200 kcal per hour): Yes No
    If "yes," how long does this period last during the average shift: _____hrs._____mins.

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*Examples of a light work effort are sitting while writing, typing, drafting, or performing light assembly work; or standing while operating a drill press (1-3 lbs.) or controlling machines.*

**Moderate** (200 to 350 kcal per hour): Yes No
If "yes," how long does this period last during the average shift: _____hrs._____mins.

*Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.*

**Heavy** (above 350 kcal per hour): Yes No
If "yes," how long does this period last during the average shift: _____hrs._____mins.

*Examples of heavy work are lifting a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).*

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes No
    If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes No

15. Will you be working under humid conditions: Yes No

16. Describe the work you'll be doing while you're using your respirator(s):
    _____

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):
    _____

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

    Name of the first toxic substance: _____

    Estimated maximum exposure level per shift: _____

    Duration of exposure per shift: _____

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Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator: _____

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

_____

_____

_____

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## C-1

## FIRE SAFETY AND PREVENTION

References

*OSHA 29 CFR 1926 Subpart F* *OSHA 29 CFR 1910 Subpart L*
*National Fire Protection Association (NFPA)*

### C-1.1 - Expectation

To serve as requirements for the Town of Irondequoit establishing safety habits regarding fire safety and prevention.

### C-1.2 - Duty

Supervision will be responsible for day-to-day implementation and enforcement of all aspects of this fire safety and prevention program.

The Town of Irondequoit expects employees to do everything possible to safeguard their work areas from damage by fire. Employees can help prevent such an emergency by keeping their work area clean and free of debris, and by observing the rules defined in this program.

### C-1.3 - Procedures - General

This fire safety and prevention program is designed to ensure that all reasonable steps are taken to preserve life and property from exposure to fire hazards. The requirements listed here identify these basic elements and should be a part of every employee's daily responsibility.

All employees should be familiar with the correct procedure to follow if a fire occurs in their work area.

The phone number used for fire departments and other emergency responses is 911. This information and the emergency procedure for summoning assistance shall be posted near all phones and/or other strategic locations. Upon detection of a fire, give the alarm according to the established procedures of this program and notify 911.

A monthly self-inspection shall be conducted to identify and correct fire hazards.

Exit doors, hardware, lock devices, exit signs, emergency lighting, passageways and means of emergency exit shall be inspected to ensure their proper operation and unobstructed access. It is prohibited to padlock designated fire exit doors.

All fire doors shall be maintained in a closed position unless equipped with an automatic door closure controlled by a detector. The operation of the automatic closure shall be inspected and tested periodically.

All firefighting equipment shall be kept free of all obstructions, so it is readily accessible.

Smoking is only allowed in designated areas.

Keep combustible materials away from appliances such as coffee makers, hot plates, space heaters, or other heat producing items.

Safety and fire prevention requirements shall be followed under any required shutdown or impairment of an automatic sprinkler system.

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Procedures to accomplish after hours notification of designated personnel when the facility is closed or operating at less than the normal complement shall be maintained and kept current.

Proposed changes in the Town of Irondequoit facilities layout, materials, operations, and construction shall be reviewed by the Safety Coordinator as early in the planning stage as possible. This will be required to maintain compliance and verify acceptable safety conditions.

**C-1.4 - Classification of Fires**

CLASS A FIRES - Ordinary combustible materials such as cloth, paper, wood, etc. Requires the extinguishing effect of water cooling and/or quenching to control.

CLASS B FIRES - Flammable liquids such as grease, oils, paints, gasoline, etc. Requires the extinguishing effects such as carbon dioxide and dry chemical (excluding oxygen) smothering and/or blanketing to control. Sand will also be effective.

CLASS C FIRES - All electrical sources require a non-conductive agent such as carbon dioxide, dry chemical, or halon to control. Do not use water due to the potential of severe shock.

**C-1.5 - Fire Extinguishers**

Fire extinguishers are classified on what types of fires they are most effective in handling:

CLASS A EXTINGUISHERS - Pressurized water - should be used for fires involving ordinary combustibles such as cloth, paper, wood and textiles.

CLASS BC EXTINGUISHERS - Carbon dioxide - should be used for fires involving flammable materials such as greases, oils, paints, gasoline, lacquer, thinner, etc. They should also be used for energized electrical equipment.

CLASS ABC EXTINGUISHERS – Dry Chemical – suitable for all classes of fire.

CLEAN AGENT EXTINGUISHERS - commonly found in server and electrical rooms. Extinguishing agent is designed to minimize damage to electrical components near the fire.

All fire extinguishers and firefighting equipment shall be inspected monthly by designated personnel and yearly by a professional service.

Fire extinguishers should be clearly marked showing the type of fire for which it is designed. It is imperative that the right extinguisher is selected for the fire for which it is intended. Use of the wrong extinguisher may spread the fire and can be dangerous to the user.

Extinguishers should be placed in accessible locations along the normal path of travel where they are easily seen.

Number and placement of extinguishers depend on the size of the area, type of building construction and combustibility/flammability factor of the contents.

Portable fire extinguishers shall be securely installed on a hanger in a bracket or proper cabinet.

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**C-1.6 - Combustible and Flammable Materials**

Procedures shall be established to control the receipt, storage, handling and use of flammable liquids. The use of safety cans for handling separate storage, minimizing concentrations, and proper identification of containers shall be maintained.

People instructed in its safe handling and use will supervise all storage, handling and use of flammable liquids and materials.

Warnings and “NO SMOKING” signs should be posted in any area where flammable liquids are present. Smoking or the use of an open flame is prohibited within fifty (50) feet of where flammables are being used or where equipment is being fueled.

Rubbish, brush, long grass or other combustible material will be removed from immediate areas where flammable liquids are stored or used.

Flammable liquids (flashpoints below 100 degrees Fahrenheit) shall be stored or transported only in approved, properly labeled containers.

Spills of flammable liquids must be cleaned up immediately. Spills in excess of 5 gallons must be reported to the Fire Marshal.

Buildings and rooms shall be ventilated where flammable liquids are stored or used. Adequate ventilation must be provided in closed areas where painting is done.

In buildings, shops and compartments where flammable liquids are handled or stored, a self-closing metal refuse can should be available. No more than 25 gallons of flammable or combustible liquids shall be stored in a room outside of an approved storage cabinet.

For storage of ten (10) or more gallons of flammables, a ventilated metal cabinet should be used. Not more than 60 gallons of Class I or Class II liquids, nor more than 118 gallons of Class III liquids may be stored in a storage cabinet. Not more than three such cabinets may be located in a single storage area.

Drums and other flammable liquid containers must be tightly capped. This includes empty and filled containers, at all times.

Handling of flammable liquids by hand containers must be in an approved safety container, not to exceed five (5) gallon capacity. A safety container is an approved closed container, of not more than five (5) gallons capacity, having a flash-arresting screen, spring-closing lid and spout cover and so designed that it will safely relieve internal pressure when subjected to fire exposure.

Containers and hoses used in transfer of flammables must be kept grounded and in metal contact.

If clothing is contaminated with flammable fluids, stop work until clothes are changed.

Flammable liquids will not be used for cleaning purposes.

Oxygen cylinders must be kept at least fifty (50) feet from any flammable storage.

Compressed gas cylinders will be secured to prevent falling.

Containers of paints, varnishes, lacquers, thinners etc. must be kept tightly closed when not in use, and stored in a cool dry place, apart from other storage. Storage shall be well ventilated, free from heat, smoke, sparks, flame and direct sun.

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Rags soaked with paint must be stored in ventilated steel containers when not in use.

Safety Data Sheets (SDS's) will be readily available. See Section F-1-Hazard Communication for further details.

**C-1.7 - Transportation of Flammables**

Combustible liquids, including gasoline and diesel fuel, should not be transported in any vehicle unless they are contained in approved five (5) gallon safety cans. Only UL/FM approved, OSHA compliant safety cans will be used.

Five (5) gallon cans shall not be transported in any Town of Irondequoit vehicle or equipment unless properly secured. Larger quantities can be transported in 100-gallon DOT approved Transport Tank Containers

**C-1.9 - Fire Alarm Systems**

Fire alarm systems are used to warn employees of emergency conditions and to trigger an orderly evacuation of the building. These systems also provide the means to activate fire control equipment and notify the fire department and other emergency services. Statutory regulations, fire codes and other local building codes define these requirements.

**C-1.10 - FIRE PERMIT/HOT WORK PERMIT**

A Fire/Hot Work Permit will be required in operations involving flame or spark producing equipment when the degree of fire hazard is above normal. Utilize the *Town of Irondequoit Fire/Hot Work Permit*. A permit must be obtained, completed, approved and signed by the Fire Marshal.

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# C-1.11

## The Town of Irondequoit
## Fire / Hot Work Permit

This permit must be completed and authorized before any work can begin concerning welding and soldering, any operation that produces flame or spark or when the degree of fire hazard is above normal.

**VISIBLY POST AT LOCATION OF OPERATION AFTER APPROVAL**

COMPLETE IN DUPLICATE

THIS WILL AUTHORIZE _____

TO COMPLETE WORK AT / IN_____

FROM _____ HOURS TO_____ HOURS ON _____

PURPOSE OF WORK _____

_____

_____

_____

**FIRE / HOT WORK PERMIT MUST BE REVIEWED BY ALL AFFECTED EMPLOYEES**

**PERMIT DOES NOT AUTHORIZE SMOKING PRIVILEGES IN ANY AREA**

# APPROVED

_____

SUPERVISION OF THOSE COMPLETING WORK

_____

CLIENT

_____

FIRE MARSHALL (AS NEEDED)

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# FIRE / HOT WORK CHECK LIST

**ISOLATION OF HAZARDS**

( ) FLAMMABLES
( ) COMBUSTIBLES
( ) VAPORS
( ) GASES
( ) OTHER _____

**PHYSICAL CONDITIONS OF AREA**

( ) VENTILATION
( ) SPRINKLER HEADS
( ) OTHER EXISTING FIRE PROTECTION (SMOKE DETECTORS, FIRE ALARMS, ETC.)
( ) SHUTDOWN OF FIRE PROTECTION / SPRINKLER SYSTEM
( MUST BE APPROVED AND COORDINATED WITH FIRE MARSHALL )
( ) CONFINED SPACE ( FOLLOW PROCEDURES AS FOUND IN THE TOWN OF IRONDEQUOIT CONFINED SPACE PROGRAM TO DETERMINE IF IT IS OR SHALL BE PERMIT REQUIRED DUE TO THIS OPERATION).
( ) OTHER CONSIDERATIONS _____

**PROTECTIVE EQUIPMENT**

( ) MANDATORY BLOWER OR EXHAUST FAN
( ) RESPIRATOR TYPE _____
( ) FIRE EXTINGUISHER TYPE _____
( ) FIRE HOSE
( ) WELDING BLANKET
( ) WELDING CURTAINS
( ) FIRE WATCH POST FOR _____ MINUTES AFTER COMPLETION OF WORK
( ) WET AREA DOWN
( ) BARRICADES
( ) FALL PROTECTION TYPE _____
( ) HARD HATS
( ) GROUND FAULT INTERRUPTER
( ) WELDING HELMET LENS TYPE _____
( ) GOGGLES, SAFETY GLASSES OR OTHER EYE PROTECTION
( ) GLOVES TYPE _____
( ) LADDER
( ) OTHER _____

**FREQUENCY OF CHECKS REQUIRED BY THIS OPERATION** _____

TIME OF CHECK _____ CHECK COMPLETED BY _____

TIME OF CHECK _____ CHECK COMPLETED BY _____

TIME OF CHECK _____ CHECK COMPLETED BY _____

TIME OF CHECK _____ CHECK COMPLETED BY _____

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**C-2**

**EMERGENCY EVACUATION PLAN**

References

*OSHA 29 CFR 1910 Subpart E* *National Fire Protection Association (NFPA)*

**C-2.1 - Expectation**

To serve as requirements for the Town of Irondequoit establishing safety habits regarding procedures for emergency evacuation of the facilities.

**C-2.2 - Duty**

Supervision will be responsible for day-to-day awareness, implementation and enforcement of all aspects of compliance with the emergency evacuation of their respective facilities. In the case of an emergency, employees shall understand the elements regarding personal evacuation and coordination of the evacuation from the facility with co-workers.

**C-2.3 - Procedures**

It is the responsibility of Supervision within Town of Irondequoit facilities to ensure that the employees under their supervision know how to get out of the building in the event of a fire emergency. An effective evacuation depends upon both an early warning and employee awareness of the proper procedures to follow.

When a fire alarm sounds, all employees shall exit the building in an orderly manner. Employees who find themselves away from their normal work areas during an alarm shall exit the building through the nearest door and walk around the outside of the building to the designated meeting place. Emergency exits and routes leading to them shall remain clearly identified by signs. Signs shall meet current standards in construction, dimensions, lighting and number of signs required by OSHA and applicable safety codes.

GENERAL PERSONNEL RESPONSIBILITIES

Supervision

- Supervision or other designated employee shall verify complete evacuation of the facility. Designated Fire Wardens are listed in Appendix C.
- Control and direct the evacuation of the area and account for all personnel.
- Inform 911 of the emergency and warn of potentially hazardous conditions. If possible close windows and doors.
- Follow the procedures found in this evacuation plan.
- When the fire department arrives the designated fire warden shall meet with the fire department and report status. This may include accounting for personnel; possible fire and location; smoke in hallways, etc.
- Supervision or designee who is familiar with the building should be available to the fire department to provide assistance as needed. (keys, building information, utility locations, etc.)

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Employees

- Personnel shall take whatever immediate steps necessary and feasible to minimize any hazard in leaving the work area.
- Keep all exits and aisles clear and unobstructed at all times.
- When the alarm sounds, conduct an orderly evacuation to the outside and AWAY from the building. Use the closest exit. DO NOT use elevators for evacuation purposes.
- Employees should assemble at a predetermined location for attendance. Meeting locations are per town facility Emergency Action Plan.

**GENERAL EVACUATION PROCEDURES**

Various Town of Irondequoit facilities are equipped with sprinkler systems. Heat and smoke detectors are also installed in such a manner that should one of them be triggered, an audible alarm is sounded. An alarm call is automatically placed to the alarm company. Should a fire be discovered in a building, where an automatic alarm system is not in place or the alarm has not functioned properly, the following procedure should be followed:

- If you observe a fire, immediately go to the nearest pull box and signal an alarm. This will initiate evacuation of the affected building. Remain calm and use the PASS procedure as follows:

  R: Rescue/Remove – Remove anyone in immediate danger, if it is safe to do so.

  A: Alarm/Alert – Activate the nearest alarm system and call 911.

  C: Confine/Contain – Close all doors and windows to contain the fire and smoke.

  E: Extinguish/Evacuate – Extinguish the fire if it small and you're trained to use an extinguisher, or evacuate the area immediately.
- If a pull box is not present call 911. If calling from inside the building is not prudent, evacuate and then call 911.
- If you hear a fire alarm, immediately evacuate using designated routes for your work area. Do not delay your evacuation by speculating whether or not it is a fire drill. Upon exiting the building, immediately proceed to the designated meeting place for your area and locate Supervision or designated Fire Warden. Supervision or designated Fire Warden will take attendance and will ensure that all employees are accounted for.
- Some buildings are provided with emergency lights that will automatically come on during a power failure of any type be it a fire or power outage of some nature.

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- Supervision along with employees shall assure that assistance is provided to disabled employees for assistance while evacuating.
- Personnel from the departments are responsible for making sure that all visitors to their respective departments have exited the building and are grouped with the department in which they were visiting.
- Do not re-enter the building until emergency services give the “all clear” or responsible authority gives similar verbal instructions. Employees should not reenter an evacuated building without authorization from Supervision.
- Be familiar with the designated evacuation routes for areas in which you work. Supervision should cover emergency procedures and evacuation routes with all personnel newly assigned to their area.

**C-2.4 – Bomb Threat Procedures**

If answering the phone when a bomb threat is placed, remain calm and obtain as much of the following information as possible: location of potential bomb, detonation, reasons. Try and distinguish the caller’s characteristics, including whether they are male or female: have an accent; defined attitude, etc.

Immediately activate the fire alarm station or call 911.

When evacuating the building take all personal belongings with you.

Evacuate the building and get away from the building. Upon exiting the building, immediately proceed to the designated meeting locations for your area and report to Supervision. Supervision or designee will take attendance and will ensure that all employees are accounted for.

Names of all employees that came into contact with the threat will be given to the authorities.

**C-2.5 -Radiological Threat**

If a Radiological Threat is found:

- Immediately shield yourself from the object.
- Activate fire alarm station or call 911 to notify the authorities of the threat.
- Evacuate the area and notify Supervision.
- Supervision shall contact the Town Supervisor and Safety Coordinator. All employees will immediately evacuate using designated routes for their work area. Upon exiting the building, immediately proceed to the designated rallying points for your area and report to your manager or Supervision. Supervision or designee will take attendance and will ensure that all employees are accounted for.
- Names of all employees that came into contact with the threat will be given to the authorities.

**C-2.6 - Suspicious Mail Procedures**

Suspicious mail including anthrax and other biological agent threats.

The following information was compiled from information received from the Monroe County Health Department:

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Many facilities in communities around the country have received anthrax threat letters. Most were empty envelopes; some contained a powdery substance. The purpose of this guide is to provide information and guidance to help deal more effectively with an incident, should one occur.

Suspicious unopened letter or package marked with a threatening message such as “Anthrax".

- Do not panic
- Do not shake or empty the contents of any suspicious envelope or package.
- Do not carry it or show others.
- Put it on a stable surface. Do not sniff, touch, taste, or look closely at it.
- Alert others in the area; leave the area; close the door and keep others away.
- Notify available Supervision. Supervision will contact 911 regarding the incident.
- Wash hands with soap and water.
- Follow 911 's instructions.
- Contact building maintenance to turn off the ventilation system.
- Compile a list of persons in the room or area.

  A list of all persons who were in the room or area when the suspicious letter or package was recognized will need to be provided to the local authorities.

Envelope with powder or substance that spills out:

- Do not try to clean up the substance.
- Do not carry it or show others. Put it on a stable surface. Do not sniff, touch, taste, or look closely at it.
- Alert others in the area; leave the area; close the door and keep others out.
- Notify available Supervision. Supervision will contact 911 regarding the incident.
- Wash hands with soap and water.
- Follow 911 's instructions.

**C-2.7 – Building Intruder/Threatening Person Procedure**

“Mr. Blue” is used on an internal basis. It is a signal that help is needed in your area.

If you should need to summon help, verbally talk about “Mr. Blue” with your co-workers or call another department.

The person receiving this information should call 911 immediately for help.

**C-2.8 - Work Cancellation**

A fire, natural disaster or chemical release may necessitate the cancellation of work. If an emergency occurs during work hours, Supervision will determine whether or not to close the facilities or modify the work schedule and the Significant Event Plan will be activated. If an emergency occurs after work hours and a facility closing/modification of work hour’s results, the Supervision shall call affected employees per the related procedures found in the administrative policies of The Town of Irondequoit.

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# Town of Irondequoit Bomb Threat Form

If you answer a phone call where an individual initiates a bomb threat use this form to obtain as much information as possible from the caller.

**Questions to ask**

1. When is the bomb going to explode? _____
2. Where is the bomb right now? _____
3. What does it look like? _____
4. What kind of bomb is it? _____
5. What will cause it to explode? _____
6. Did you place the bomb? _____

   Why? _____
7. What is your address? _____
8. What is your name? _____

Date Received_____

Time Received _____

Phone No. in Which Call Was Received

_____

Sex of Caller _____Race _____

Age ____ Length of Call _____min.

**Exact Wording of Threat:** _____

_____
_____
_____
_____
_____
_____
_____

**Callers Voice**

- ☐ Accent
- ☐ Angry
- ☐ Calm
- ☐ Cracking
- ☐ Clearing throat
- ☐ Crying
- ☐ Deep
- ☐ Deep breathing
- ☐ Disguised
- ☐ Distinct
- ☐ Excited
- ☐ Laughter
- ☐ Loud
- ☐ Lisp
- ☐ Nasal
- ☐ Normal
- ☐ Ragged
- ☐ Rapid
- ☐ Raspy
- ☐ Slow
- ☐ Soft
- ☐ Slurred
- ☐ Stutter
- ☐ Whispered

Was the voice **Familiar** to you?_____

Who did it sound like? _____

_____

**Background Sounds**

- ☐ Animal noises
- ☐ Cellular phone
- ☐ Children
- ☐ Clear
- ☐ Crockery
- ☐ Factory
- ☐ House noises
- ☐ Local
- ☐ Long Distance
- ☐ Machinery
- ☐ Other:
- ☐ Motor / Engine
- ☐ Music
- ☐ Office
- ☐ PA system
- ☐ Phone booth
- ☐ Static
- ☐ Street noises
- ☐ Vehicles
- ☐ Voices

**Threat Language**

- ☐ Foul (swearing)
- ☐ Incoherent
- ☐ Irrational
- ☐ Caller read from message
- ☐ Taped
- ☐ Well spoken

Remarks:_____

_____

Report Completed by:_____

Date: _____

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## Notes

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## C-3

## BASIC FIRST AID AWARENESS & MEDICAL SERVICES

References

*OSHA 29 CFR 1926.23* OSHA 29 CFR 1910.151

### C-3.1 - Expectation

The Town of Irondequoit minimum awareness requirements for immediate response first aid to a situation while awaiting and preparing for professional emergency response or certified first aid.

### C-3.2 - Duties

Always call 911 for emergency and certified first aid responses.

### C-3.3 - First Aid Kit

An appropriate number and type of first aid kits shall be available in various facilities and departments. Supervision shall ensure that a complete first aid kit, with contents applicable to the potential hazards of the work area, is immediately available for each area. Each first aid kit must be provided to meet the individual needs as presented by the potential hazards of the facility. Contact direct Supervision for first aid kits.

### C-3.4 - EMERGENCY PROCEDURES

Immediately call 911 for all medical emergencies and notify Supervision.

Notify certified first aider if available.

Determine if it is safe to enter the accident area.

Unless the situation is life threatening, emergency care shall only be administered by individuals trained in first aid and/or CPR or emergency responders.

### C-3.5 - Emergency Eyewash

In all locations within Town facilities where there is a hazard of eye injury from splashing of caustic, corrosive, or other eye irritants, an eye wash stations or kits shall be in place or provided. Employees must be aware of the availability and location of these eye wash stations and/or kits and know how to use them. Eye wash kits must be replaced immediately after each use.

Eyewash kits are designed for immediate flushing of eyes and do not have the water volume to meet first aid eye flushing needs. In most cases flushing of eyes must be done for fifteen minutes after a substance has entered eye(s). Therefore, an emergency eyewash station or an appropriate eye flushing facility must be in the immediate vicinity if work involves a hazardous substance that can adversely affect the eyes. Always refer to the applicable Safety Data Sheets (SDS) for first aid requirements.

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## C-4

## BLOODBORNE PATHOGEN EXPOSURE CONTROL

References

*OSHA 29 CFR 1910.1030*

### C-4.1 - Expectation

The Town of Irondequoit is committed to providing a safe and healthy work environment for all employees. In pursuit of this endeavor, this Bloodborne Pathogen Exposure Awareness Program is available to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA Bloodborne Pathogens Standard.

### C-4.2 - Duties

The Safety Committee will review and update the written Exposure Control Program (ECP) at least annually and whenever necessary to include new or modified tasks and procedures. The Safety Coordinator will be responsible for making the written ECP available to employees, PESH representatives. Human Resources will be responsible for coordinating and documenting training.

The Safety Coordinator will also have the responsibility for written housekeeping protocols and will ensure that effective Bloodborne Pathogen Response Kits are available throughout Town facilities and appropriate vehicles. These kits include all necessary PPE, and labels, as required by the standard. The Safety Coordinator shall ensure that the bloodborne pathogen response kits are maintained and when appropriate engineering controls are established.

### C-4.3 – Employee Exposure Determination

Employees who are identified by job description to have contact with or exposure to blood or other potentially infectious materials are required to comply with the procedures and work practices outlined in this ECP.

As this section is for awareness only, the Town of Irondequoit employees shall ensure that a certified first aider or other designated emergency response is contacted by calling 911. Refer to Section C-3 – Basic First Aid Awareness & Medical Services for additional details.

If an employee is assigned a task requiring a full ECP, such as a certified first aider or custodial duties, utilize the full Bloodborne Pathogen Program ECP and complete proper training.

If ever an employee is exposed to potentially infectious material the employee should contact Supervision, who will in turn contact the Safety Coordinator. Thereafter the program procedures will be implemented including completing the exposure incident reports and completing all medical procedures as defined by this program. The exposure incident reports will be provided by the Safety Coordinator.

### C-4.4 – Awareness Procedures

If an employee of the Town of Irondequoit must respond to an injury that exposes them to human blood or bodily fluids, they must take precautions to protect themselves from contact with the blood and/or bodily fluids.

In a typical case, the employee shall don appropriate gloves and eye protection (the PPE in the Bloodborne Pathogen emergency kit should be used if available), and protect the injured

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person from further injury, including temporary control of blood loss, call 911, and remain with injured person until arrival of first aid responders. The employee should take no further action if they are not trained and certified as a first aider.

Keep in mind there is the "Good Samaritan Act" that allows for reasonable assistance for response to any emergency situation regardless of availability and wearing of PPE or waiting for an emergency responder. Even in emergency situations common sense is needed to do whatever it takes to help and protect the injured individual as well as you.

**C-4.5 – Methods of Implementation and Control**

The following is provided for general information and universal precautions.

**C-4.5A. Universal Precautions**

All employees will utilize Universal Precautions. Universal Precautions is an infection control method which requires employees to assume that all human blood and specified human body fluids are infectious for HIV, HBV and other bloodborne pathogens and must be treated accordingly.

**C-4.5B. Exposure Control Program (ECP)**

Employees covered by the Bloodborne Pathogens Standard will receive an explanation of this ECP during their initial training. It will also be reviewed in their annual refresher training. All employees will have an opportunity to review this Program at any time during their work shifts by contacting his/her immediate Supervision. Employees seeking copies of the program may contact the Safety Coordinator.

The Safety Committee shall review and update the ECP annually or sooner if necessary to reflect new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

**C-4.5C. General Engineering Controls and Work Practices**

When required, engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls the Town of Irondequoit will use are listed below:

- Provision of PPE
- Provision of readily accessible hand washing facilities
- Labeling
- Equipment decontamination
- Placing potentially infectious material in containers that prevent leakage.

**C-4.5D. Employee Personal Protective Equipment (PPE)**

PPE must also be used if occupational exposure remains after instituting engineering and work practices controls, or if controls are not feasible. Training will be provided by Supervision in the use of the appropriate PPE for employees' specific job classifications and tasks they will perform.

Additional training will be provided, whenever necessary, such as if an employee takes a new position or if new duties are added to their current position.

PPE items include (for the purpose of this initial response program):

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- Gloves and eye protection shall be provided in first aid kits or bloodborne pathogen kits for non-certified initial emergency response while waiting for a certified first aider to arrive.

As a general rule, all employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removal of gloves or other PPE.
- Remove protective equipment before leaving the work area and after a garment becomes contaminated.
- Place used protective equipment in appropriately designed areas or containers when being stored, washed, decontaminated or discarded.

Wear appropriate gloves when it can be reasonably anticipated that you may have contact with blood or other potentially infectious materials and when handling or touching contaminated items or surfaces. Replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.

Following any contact of body areas with blood or any other infectious materials, you must wash your hands and any other exposed skin with soap and water as soon as possible. Employees must also flush exposed mucous membranes (eyes, mouth, etc.) with water.

### C-4.6 - Bloodborne Pathogen Housekeeping

The Town of Irondequoit has trained custodial staff who should be immediately notified of any potential BBP mishaps.

### C-4.7 - Laundry

All contaminated articles will be laundered. Laundering will be performed by a town approved laundry service.

The following requirements must be met, with respect to contaminated laundry:

- Handle contaminated laundry as little as possible and with a minimum of agitation.
- When handling and/or sorting contaminated laundry, utility gloves and other appropriate PPE (i.e., aprons, mask, eye protection) shall be worn.
- Place wet contaminated laundry in leak-proof, labeled or color-coded containers before transporting.
- Bag contaminated laundry at its location of use.
- Never sort or rinse contaminated laundry in areas of its use.
- Use red laundry bags or those marked with the biohazard symbol unless universal precautions are in use at the facility and all employees recognize the bags as contaminated and have been trained in handling the bags.
- All generators of laundry must have determined if the receiving facility uses universal precautions. If universal precautions are not used, then clearly mark laundry sent off-site with orange biohazard labels or use red bags. Leakproof bags must be used when necessary to prevent soak-through or leakage.
- Linen soiled with blood or body fluids should be placed and transported in bags that prevent leakage. If hot water is used, linen should be washed with detergent in water at least 140F - 160F for 25 minutes. If low-temperature (< 140F) laundry

cycles are used, chemicals suitable for low-temperature washing at proper use concentration should be used.

Where contamination situations can be anticipated disposable clothing will be provided and used by the employee. Disposal of the clothing will be handled by the transporting agency in the ambulance.

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**C-4. 7A- labeling**

The following labeling method(s) will be used at the Town of Irondequoit

facilities. Florescent BIOHAZARD labels or tags

The Town of Irondequoit will ensure warning labels are affixed or red bags are used as required. Employees are to notify the Safety Coordinator if they discover unlabeled regulated waste containers.

**End of Awareness Section**

**Those employees who are identified by job description to have contact with or exposure to blood or other potentially infected materials are required to comply with the procedures and work practices outlined in this following Exposure Control Policy.**

**C-4.8 – Exposure Control Program Forms**

All Exposure Control Program forms shall be available from the Safety Coordinator.

**C-4.9 A – Employee Exposure Determination**

Those employees who are identified by job description to have contact with or exposure to blood or other potentially infected materials are required to comply with the procedures and work practices outlined in this ECP.

As a part of the exposure determination section of the ECP, the following is a list of job classifications for the Town in which employees have occupational exposure:

- Police Officers
- Cleaning staff in Parks and Recreation Department and Irondequoit Public Library

**C-4.9 B – Methods of Implementation and Control**

Universal Precautions

All employees will utilize universal precautions. Universal precautions are an infection control method which requires employees to assume that all human blood and specified human body fluids are infectious and must be treated accordingly.

Exposure Control Program (ECP)

Employees covered by the ECP will receive an explanation of this ECP during their initial training. It will also be reviewed in their annual refresher training. All employees will have an opportunity to review this program at any time during their work shifts by contacting his/her immediate Supervision. Employees seeking copies of the program may contact the Safety Coordinator.

Engineering Controls and Work Practices

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls to be used and where they will be used are listed below:

- Provide PPE
- Provide readily accessible hand washing facilities

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- Labeling
- Equipment decontamination
- Placing potentially infectious material in containers that prevent leakage.

Personal Protective Equipment (PPE)

Appropriate PPE is required for the following tasks, and specific equipment to be used is listed after the task:

| | |
|---|---|
| • First-aid | • Gloves, resuscitation mouthpieces |
| • Clean-up | • Compliance kit, gloves |
| • PPE items include | • Gloves, gowns, face shields, masks, eye protection, resuscitation bags and mouthpieces |

Contact Department Head for appropriate PPE and bloodborne pathogen control materials and equipment.

Never wash or decontaminate disposable gloves for reuse or before disposal.

Wear appropriate face and eye protection such as a mask with glasses with solid side shields or a chin-length face shield when splashes, sprays, spatters, or droplets of blood or other potentially infectious materials pose a hazard to the eye, nose, or mouth.

If blood and other potentially infectious materials penetrate garment, the garment(s) must be removed immediately or as soon as feasible.

**C-4.10 - Training**

All employees who have or are reasonably anticipated to have occupational exposure to bloodborne pathogens will receive training coordinated by Human Resources.

The training program and materials will cover, at a minimum, the following elements:

- A copy and explanation of the ECP
- Epidemiology and symptoms of bloodborne pathogens
- Modes of transmission
- The Town of Irondequoit's Exposure Control Plan and how to obtain a copy
- Methods to recognize tasks and other activities that may involve exposure to blood
- Use and limitations of Engineering Controls, Work Practices, and PPE
- PPE - types, selection, use, location, removal, handling, decontamination, and disposal
- Hepatitis B Vaccine - Training will be given prior to vaccination on its safety, effectiveness, benefits, and method of administration.
- Emergency procedures - for blood and other potentially infectious materials
- Exposure incident procedures
- Post-exposure evaluation and follow-up

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- Signs, labels and/or color coding
- An employee training record will be completed for each employee upon completion of training. This document will be kept on file in the Human Resources Department.

**C-4.11 - Hepatitis B Vaccination**

The Human Resources Department will provide information on Hepatitis B vaccinations addressing its safety, benefits, efficiency, methods of administration and availability. The Hepatitis B vaccination series will be made available at no cost within 10 days of initial assignment to employees who have occupational exposure to blood or other potentially infectious materials unless:

- The employee has previously received the series
- Antibody testing reveals that the employee is immune
- Medical reasons prevent taking the vaccination; or
- The employee chooses not to participate

All employees are strongly encouraged to receive the Hepatitis B vaccination series. However, if an employee chooses to decline HB vaccination, then the employee must sign a statement to this effect. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the HB vaccination will be kept in Human Resources Department with the employee's other medical records.

**C-4.12 - Post Exposure Evaluation and Follow-Up and Procedures for Reporting, Documenting and Evaluating the Exposure**

Should an exposure incident occur contact Supervision immediately. Each exposure must be documented by the employee on an *"Exposure Incident Report Form"*. Supervision will add any additional information as needed.

An immediate confidential medical evaluation and follow up will be conducted by the Town designated physician. The following elements will be performed:

- Document the routes of exposure and how exposure occurred.
- Identify and document the source individual, unless the Town can establish that identification is infeasible or prohibited by State or local law (See Note #1).
- Obtain consent (See Note #2) and test source individual's blood as soon as possible to determine HIV and HBV infectivity and document the source's blood test results.
- If the source individual is known to be infected with either HIV or HBV, testing need not be repeated to determine the known infectivity.
- Provide the exposed employee with the source individual's test results and information about applicable disclosure laws and regulations concerning the source identity and infectious statistics.
- After consent, collect exposed employee's blood as soon as feasible after the exposure incident and test blood for HBV and HIV serological status.

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- If the employee does not give consent for HIV serological testing during the collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days. (See Note #3).

The *"Exposure Incident Report"* and *"Request for Source Individual Evaluation"* and *"Employee Exposure Follow-Up Record"* (see Note #4) will be provided by the Human Resources Department to the employee so they may bring them along with any other relevant medical information to the medical evaluation. Original copies will be maintained with employee's medical records. Human Resources Department will consult with the Safety Coordinator and review the circumstances of the exposure incident to determine if procedures, protocols and/or training need to be revised.

NOTES

Note #1 New York State Public Health Law requires information about AIDS and HIV to be kept confidential. This law requires that anyone receiving an HIV test must sign a consent form first. The law strictly limits disclosure of HIV-related information. When disclosure of HIV-related information is authorized by a signed release, the person who has been given the information MUST keep it confidential. Redisclosure may occur with another authorized signed release. The law only applies to people and facilities providing health or social services.

Note #2 If consent is not obtained, the Town must show that legally required consent could not be obtained. Where consent is not required by law, the source individual's blood, if available, should be tested and the results documented.

Note #3 If, during this time, the exposed employee elects to have the baseline sample tested, testing shall be done as soon as feasible.

Note #4 These are optional forms that have been provided to assist the Town with gathering information that is required by the standard.

Note #5 Following an exposure incident, prompt medical evaluation and prophylaxis is imperative.

**C-4.13 - Health Care Professionals**

Human Resources Department will ensure that the health care professionals responsible for employee's HB vaccination and post-exposure evaluation and follow-up are given a copy of the OSHA Bloodborne Standard. Human Resources Department will also ensure that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident
- Route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test; and
- Relevant employee medical records, including vaccination status

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### C-4.14 - Health Care Professional's Written Opinion

Human Resources Department will provide the employee with a copy of the evaluating health care professional's written opinion within 16 days after completion of the evaluation.

For HB vaccinations, the health care professional's written opinion will only define whether the employee should have or has received the HB vaccination.

The written opinion for post-exposure evaluation and follow-up will be limited to whether or not the employee has been informed of the results of the medical evaluation and any medical conditions which may require further evaluation and treatment.

All other diagnoses must remain confidential and not be included in the written report to the Town of Irondequoit.

### C-4.15 - Labeling

The following labeling method(s) will be used at our facility when applicable:

- Red Containers/Red Bags
- Biohazard labels

The Safety Coordinator will ensure warning labels are affixed or red bags are used as required. Employees are to notify the Safety Coordinator if they discover unlabeled regulated waste containers.

These labels are not required when: (1) red bags or red containers are used; (2) individual containers of blood or other potentially infectious materials are placed in a labeled container during storage, transport, shipment or disposal.

The warning label must be fluorescent orange or orange-red, contain the biohazard symbol and the word "BIOHAZARD" in a contrasting color, and be attached to each object by string, wire, adhesive, or other method to prevent loss or unintentional removal of the label.

### C-4.16 - Recordkeeping

<u>Medical Records</u>

Medical records are maintained for each employee with occupational exposure in accordance with OSHA 29 CFR 1910. Human Resources Department is responsible for maintenance of the required medical records.

These medical records will include:

- The name and social security number of employee
- A copy of the employee's Hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination
- A copy of all results of examinations, medical testing, and follow-up procedures as required by the standard
- A copy of all health care professional's written opinion(s) as required by the standard

All employee medical records will be kept confidential and will not be disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by the standard or as may be required by law.

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Employee medical records shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA 29 CFR 1910.1020. Employee medical record shall be provided upon request of the employee or to anyone who has written consent of the employee.

Training Records

The Human Resources Department will maintain bloodborne pathogen training records at the. The training record shall include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Training records will be maintained for a minimum of three (3) years from the date on which the training occurred. Employee training records will be provided upon request to the employee or the employee's authorized representative within 16 working days.

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# The Town of Irondequoit
# Bloodborne Pathogen
## EXPOSURE INCIDENT REPORT

DATE COMPLETED _____

EMPLOYEE'S NAME _____ EMPLOYEE# _____

HOME PHONE _____ BUSINESS PHONE _____

JOB TITLE _____

EMPLOYEE HEP B VACCINATION STATUS _____

DATE OF EXPOSURE _____ TIME OF EXPOSURE _____ AM PM

LOCATION OF INCIDENT (HOME, STREET, CLINIC, ETC. - BE SPECIFIC): _____

_____

NATURE OF INCIDENT (AUTO ACCIDENT, TRAUMA, MEDICAL EMERGENCY) - BE SPECIFIC:

_____

_____

_____

DESCRIBE WHAT TASK(S) YOU WERE PERFORMING WHEN THE EXPOSURE OCCURRED. BE SPECIFIC:

_____

_____

_____

WERE YOU WEARING PERSONAL PROTECTIVE EQUIPMENT (PPE)? YES ___ NO _____

IF YES, LIST _____

DID THE PPE FAIL? YES _____ NO _____

IF YES, EXPLAIN HOW: _____

_____

_____

WHAT BODY FLUID(S) WERE YOU EXPOSED TO (BLOOD OR OTHER POTENTIALLY INFECTIOUS MATERIAL)? BE SPECIFIC:

_____

_____

_____

WHAT PARTS OF YOUR BODY BECAME EXPOSED? BE SPECIFIC: _____

_____

ESTIMATE THE SIZE OF THE AREA OF YOUR BODY THAT WAS EXPOSED. _____

_____

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FOR HOW LONG? _____

_____

DID A FOREIGN BODY (NEEDLE, NAIL, AUTO PART, DENTAL WRES, ETC.) PENETRATE YOUR BODY?

YES _____ NO _____

IF YES, WHAT WAS THE OBJECT? _____

WHERE DID IT PENETRATE YOUR BODY? _____

WAS ANY FLUID INJECTED INTO YOUR BODY? YES _____ NO _____

IF YES, WHAT FLUID? _____ HOW MUCH? _____

DID YOU RECEIVE MEDICAL ATTENTION? YES _____ NO _____

IF YES, WHERE? _____

WHEN? _____

BY WHOM? _____

IDENTIFICATION OF SOURCE INDIVIDUAL(S) _____

NAME(S) _____

DID YOU TREAT THE PATIENT DIRECTLY? YES ____ NO _____

IF YES, WHAT TREATMENT DID YOU PROVIDE? BE SPECIFIC: _____

_____

_____

OTHER PERTINENT INFORMATION _____

_____

_____

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# The Town of Irondequoit
# Bloodborne Pathogen
## EMPLOYEE EXPOSURE FOLLOW-UP RECORD

EMPLOYEE'S NAME _____ JOB TITLE _____

OCCURRENCE DATE _____ TIME _____ REPORTED DATE _____

SOURCE INDIVIDUAL FOLLOW-UP:

REQUEST MADE TO _____ DATE _____ TIME _____

EMPLOYEE FOLLOW-UP:

EMPLOYEE'S HEALTH FILE REVIEWED BY _____ DATE _____

INFORMATION GIVEN ON SOURCE INDIVIDUALS BLOOD TEST RESULTS:

YES, _____ NOT OBTAINED _____

REFERRED TO HEALTHCARE PROFESSIONAL WITH REQUIRED INFORMATION:

NAME OF HEALTHCARE PROFESIONAL _____

BY WHOM _____ DATE _____

BLOOD SAMPLING / TESTING OFFERED:

BY WHOM _____ DATE _____

VACCINATION OFFERED / RECOMMENDED:

BY WHOM _____ DATE _____

COUNSELING OFFERED:

BY WHOM _____ DATE _____

EMPLOYEE ADVISED OF NEED FOR FURTHER EVALUATION OF MEDICAL CONDITION:

BY WHOM _____ DATE _____

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# The Town of Irondequoit
# Bloodborne Pathogen

## DOCUMENTATION AND IDENTIFICATION OF SOURCE INDIVIDUAL

EMPLOYEE'S NAME _____

NAME AND PHONE NUMBER OF MEDICAL PROVIDER WHO SHOULD BE CONTACTED: _____

_____

INCIDENT INFORMATION:

DATE _____

NAME OR MEDICAL RECORD NUMBER OF THE INDIVIDUAL WHO IS THE SOURCE OF THE EXPOSURE: _____

NATURE OF THE INCIDENT:

_____ CONTAMINATED NEEDLESTICK INJURY

_____ BLOOD OR BODYFLUID SPLASH ONTO MUCOUS MEMBRANE OR NON-INTACT SKIN

_____ OTHER: _____

REPORT OF SOURCE INDIVIDUAL EVALUATION:

CHART REVIEWED BY _____ DATE _____

SOURCE INDIVIDUAL UNKNOWN – RESEARCHED BY _____DATE _____

TESTING OF SOURCE INDIVIDUAL'S BLOOD CONSENT OBTAINED _ REFUSED _

CHECK ONE:

_____ Identification of source individual infeasible or prohibited by state or local law. State why, if infeasible

_____ Evaluation of the source individual reflected no known exposure to Bloodborne Pathogen

_____ Evaluation of the source individual reflected possible exposure to Bloodborne Pathogen and medical follow-up is recommended.

PERSON COMPLETING REPORT: _____ DATE: _____

NOTE

- Report the results of the source individuals blood tests to the medical provider named above who will inform the exposed employee. Do not report blood test findings to the employer.
- HIV related information cannot be released without the written consent of the source individual

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## C-5

## RABIES EXPOSURE CONTROL

References

*New York State Department of Labor Public Safety and Health Bureau, Rabies Exposure Control Guide. NYS Labor Law 27a(3)(a)*

### C-5.1 - Expectation

To serve as the Town of Irondequoit rabies exposure control program which is based upon New York State Department of Labor, Public Safety and Health Bureau, Rabies Exposure Control Guide.

### C-5.2 - Duty

Supervision shall implement, train and assure compliance of the rabies control measures by all employees determined to have the potential to get an occupational exposure to rabies.

Rabies exposure control concerns all Town employees whose job description involves the task of handling any carriers of the rabies virus. These employees include Animal Control Officer.

### C-5.3 - General

Rabies is an acute viral infection of the central nervous system that affects mammals. It is primarily transmitted through introduction of the virus into a cut or wound in skin or through the mucous membranes. Humans typically obtain the virus from bites of infected mammals. Transmission can also occur through open wounds, scratches, abrasions or mucous membrane that come in contact with saliva or other potentially infectious material, such as brain tissue, from a rabid animal.

Casual contact, such as petting a rabid animal, does not create an exposure and is not an indication for treatment.

The rabies virus can live a few hours outside the body in saliva and fluids. The rabies virus can live inside the body for days. Freezing extends the life of the rabies virus after the animals' death.

### C-5.4 - Operations

All known exposures to infected animals or humans must be reported to the Monroe County Health Department. All preparations for laboratory diagnosis will be made according to New York State Health Department guidelines.

Suspected live rabid animals should be referred to the local law enforcement agency or Town Animal Control. Suspected infected animals should be euthanized by the appropriate authorities and the carcass handled following universal precautions and utilizing appropriate PPE.

Consider all exposures to known possible carriers as rabid. These include all road kills. The potential carriers include bats, red & gray fox, racoons, skunks, dogs, cats, livestock as well as all other carnivorous wild animals.

### C-5.5 - Engineering Controls and Personal Protective Equipment

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The following equipment is required for the pickup of road killed or euthanized animals:

- Heavy Duty Rubber Gloves
- Plastic Bags - 23" x 17" x 48" (at least 3 mil)
- Flat blade shovel with marked handle
- A 10% fresh bleach solution - bucket or sprayer

Always wear heavy rubber gloves when handling equipment to pick up road kills, euthanized animals or to physically handle a carcass. Bag, bury or incinerate disposable gloves after use. Disinfect non-disposable gloves.

Use a shovel designated to pick up road killed or euthanized animals. Shovels can be designated by painting the handle or physically marking it for this sole intended use. Use this shovel only for road kills and euthanized animals and store in a safe and readily available location.

Small animal carcasses should be put in a plastic bag and tied, for later disposal, if safe on-site disposal is not possible. "Safe" means buried three (3) feet deep or incinerated.

Employees are required to disinfect shovel, their hands, the truck bed, and the roadway where the carcass laid by liberally spraying or pouring the 1:10 household bleach (sodium hypochlorite) solution over all the potentially infected components after the carcass is bagged or buried. See Section C-4 for further information.

**C-5.6 - Vaccination**

The Animal Control Officer or designee will be offered the HDVC and HRIG vaccination series on a pre-exposure basis.

The employer may designate employees to perform certain duties to limit this pre-exposure such as performing animal decapitations.

Any employee who is assigned to pick up roadkill or potentially rabid animals as collateral duties would not be required to be pre-vaccinated if engineering controls, utilizing necessary PPE and training is implemented.

Any employee who has the potential for exposure and after adequate training exercises their right to decline the series will be required to sign a letter of declination.

Records of employee vaccinations will be maintained by the Human Resources Department.

Any Town employee with an exposure (bite, scratch, or direct contact with blood or body fluids to a cut or mucous membrane) shall comply with the New York State Sanitary Code Chapter I, Title 10, Part 2, Section 2:14. The exposure must be reported to the Monroe County Health Department as soon as possible. Post exposure vaccination series will be administered as soon as possible after the exposure.

**C-5.7 - Training**

The Town of Irondequoit Safety Coordinator will determine which employees can reasonably expect to have an occupational exposure to rabies.

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All employees determined by the Safety Coordinator to have the potential exposure to rabies will be provided training in relation to their duties including understanding this program, implementation of safety controls, selection and types of PPE, handling of roadkill and euthanized animals, identification of possible exposures and related precautions.

The Human Resources Department shall maintain records of all employee training.

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**C-6**

**HEAT STRESS**

References

*General Duty*

**C-6.1 - Expectation**

To serve as requirements for the Town of Irondequoit establishing safety habits regarding procedures protecting the employees from heat stress. If a job entails vigorous activity in a hot climate, heat stress can be a major occupational hazard.

**C-6.2 - Duty**

The Town of Irondequoit employees are encouraged to use common sense and the reasonable work practices described in this policy to minimize the effects of heat stress.

**C-6.3 – Heat Stress Factors**

Four (4) environmental factors can affect working in hot weather:

- Temperature,
- Humidity,
- Radiant heat, and
- Air movement

There are also personal characteristics that are important such as age, weight, fitness, medical condition, and acclimation (getting used to high heat).

In order to maintain our body temperatures at a constant temperature, the body must release the heat. This is carried out through blood circulation and sweating. Once your body temperature reaches 98.6F, your heart begins to pump more blood through the circulatory system. Blood vessels expand and allow more blood flow to the skin surface where the excess heat can be released through the skin.

If this process is not enough to cool the body, your brain tells your sweat glands in the skin to release large quantities of sweat onto the skin surface. As the sweat evaporates it cools the skin by eliminating heat from the body. In environments with high humidity this process is hindered because the evaporative process is decreased, and it is harder for the body to cool itself. In addition, when muscles are being used for physical labor, less blood is available to flow to the skin and release heat.

The problems resulting from this situation can range from being uncomfortable to death. With so much blood being pumped to the skin it is hard for the body to maintain its normal functions. Increased body temperature and physical discomfort promote irritability, anger, and other emotional states, that can cause workers to bypass safety procedures or to lose concentration while performing hazardous job functions.

**C-6.4 - Protection from Heat**

Most heat-related health problems can be prevented, or risk of developing them reduced, by initiating the following National Institute of Occupational Safety and Health (NIOSH) recommended precautions to lessen the effect of heat on the body:

Engineering Controls/Change of Environment

The best ways to reduce heat stress is to minimize heat in the workplace. This can be done with the use of fans, air conditioning, relocation of work duties, etc. However, there are some work environments where heat production is difficult to control, such as when the workplace itself is outdoors and exposed to varying warm weather conditions.

Acclimation

The adjustment of the human body to excessive heat, under normal circumstances, usually takes about 5 to 7 days, during which time the body will undergo a series of changes that will make continued exposure to heat more endurable. On the first day of work in a hot environment, the body temperature, pulse rate, and general discomfort will be higher. With each succeeding daily exposure, all of these responses will gradually decrease, while the sweat rate will increase. When the body becomes acclimated to the heat, the worker will find it possible to perform work with less strain and distress.

Work Practices

Avoiding or shielding oneself from the sun; use of power tools to reduce exertion; and personal cooling devices or protective clothing can reduce the hazards of high heat.

Awareness

Awareness is vital. Replace fluids and salt lost; recognize symptoms; and monitor water weight loss to guard against dehydration. Older, overweight individuals, and those on certain medications, are at greater risk.

Water

In the course of a day's work in the heat, a worker may produce as much as 2 to 3 gallons of sweat. Therefore, it is essential that water intake during the workday be about equal to the amount of sweat produced. Most workers exposed to hot conditions drink less fluids than needed because of an insufficient thirst drive. Do not depend on thirst to signal when and how much to drink. Instead drink 5 to 7 ounces of fluids every 15 to 20 minutes to replenish the necessary fluids in the body. There is no optimum temperature of drinking water. Whatever the temperature of the water, it must be palatable and readily available to the worker. Individual drinking cups should be provided. Never use a common drinking cup.

Replenishing Body Salts

The average American diet contains sufficient salt for acclimatized workers even when sweat production is high. If, for some reason, salt replacement is required, the best way to compensate for the loss is to add a little extra salt to the food. Salt tablets should not be used.

**Summary for Staying Cool in Hot Environments**

- Drink a lot of cool water all day, before you feel thirsty. Every 15 minutes, you may need a cup of water (5 to 7 ounces).
- Keep taking rest breaks. Rest in a cool, shady spot. Use fans.
- Wear light-colored clothing, made of cotton.
- Work in the shade.

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- For heavy work in hot areas, take turns with others, so some can rest.
- If you travel to a warm area for a new job, you need time for your body to get used to the heat. Be extra careful the first 2 weeks on the job.
- If you work in protective clothing, you need more rest breaks. You may also need to check your temperature and heart rate.
- Always be aware of the symptoms of various heat disorders.

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## D-1

## CONFINED SPACE ENTRY

References

*OSHA 29 CFR 1910.146*

### D-1.1 - Expectation

The Town of Irondequoit has established requirements for providing maximum protection for employees when entering confined spaces. This program specifies how to eliminate and/or control hazards associated with entry of these spaces.

### D-1.2 - Responsibilities

The Safety Coordinator is responsible for the overall implementation and maintenance of any written program or any certification concerning the requirements of the Confined Space Standard for the organization. The Human Resources shall ensure that all affected personnel are properly trained, and that refresher training is given at regular intervals.

Trained Sewer Department and select personnel of the Town of Irondequoit are designated as Entry Supervisors. They are responsible for making determinations as to whether a work site contains a confined space, whether the space needs to be entered and whether the confined space entry requires an entry permit or if alternate procedures apply.

### D-1.3 - Definitions of Confined Spaces

**Confined Space** – Confined space is defined as an area which has "limited access or egress, is large enough for an employee to enter and perform assigned work and is not designed for continuous occupancy by the employee". Confined spaces include, but are not limited to tanks, sumps, vaults, boilers, sewers, digesters, manholes, etc.

**Permit-Required Confined Space (PRCS)** – A PRCS is one that meets the definition of a confined space and has one or more of the following characteristics:

- Contains or has the potential to contain a hazardous atmosphere,
- Contains material that has the potential for engulfing an Entrant,
- Has an internal configuration that might cause an Entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section and/or,
- Contains any other serious safety or health hazards.

**Non-Permit Required Space** – OSHA regulations allow for permit spaces to be reclassified as non-permit spaces when all real or potential hazards have been eliminated. This is the case when there are no actual or potential atmospheric hazards and all hazards within the space are eliminated prior to entry.

### D-1.4 - Permit Required Confined Spaces

Due to the nature of projects that the Town of Irondequoit employees encounter, potential confined spaces shall be identified at the onset of each project.

Supervision will determine if any of the confined spaces that need to be entered on that work site are considered permit required and will require that permit entry or alternate entry procedures be followed.

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Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth.

The Town of Irondequoit has determined that the following confined spaces are commonly found on work sites and are considered Permit Required. However, it has also been determined that the only hazards involved are only atmospheric and that alternate entry procedures can be instituted. Therefore, follow the procedures as found in Section D-1.5 – Alternate Entry Procedures.

| Type of Confined Space | Actual or Potential Hazard(s) |
|---|---|
| Live Manholes - Storm and Sanitary | Atmosphere, Engulfment, Fall |
| Pump Stations - Storm and Sanitary | Atmosphere, Engulfment, Fall |

**D-1.5 - Procedures**

Confined Space Determination and Hazard Identification

The Entry Supervisor shall determine if the space is a confined space. Based upon the evaluation of the known or potential hazards associated with the space and the proposed work tasks, the confined space shall be classified as permit-required, utilize alternate procedures or non-permit required.

Atmosphere

Before the confined space can be entered the following atmospheric hazards must be identified and evaluated. Before an employee enters any confined space, the internal atmosphere shall be tested from outside the space.

The sequence of testing shall be as follows:

1. oxygen concentration
2. flammable gas, vapor or mist
3. potential toxic contaminants (as specified by the Entry Supervisor)

These tests will be conducted to determine if the space contains or has the potential to contain one or more of the following:

- Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL), also known as lower explosive limit (LEL)
- Airborne combustible dust at a concentration that meets or exceeds its LEL or that obscures vision at a distance of 5'-0" or less
- Atmospheric oxygen concentration below 19.5% or above 22.5%
- Atmospheric concentration in excess of its permissible exposure limit (PEL). For substances without a PEL consult the SDS.
- Any other atmospheric condition immediately dangerous to life or health (IDLH)

MATERIAL STORED

INTERNAL CONFIGURATION

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OTHER RECOGNIZABLE HAZARDS

**Confined Space Classification**

**Permit-required Confined Space** - A confined space shall be considered a permit-required confined space if it contains one or more of the above hazards.

**Non-permit Confined Space -** The confined space is considered to be a non-permit confined space if it does not contain, or respect to atmospheric hazards, have the potential to contain a hazard capable of causing death or serious physical harm, or can be made safe by acceptable means of continuous forced air ventilation alone to maintain the space safe for entry (alternate entry procedures).

If these atmospheric levels cannot be achieved through ventilation and entry is essential, then the Self-Contained breathing apparatus (SCBA) must be used.

Upon classifying the confined space, the Entry Supervisor shall then:

- Coordinate the employees and any other groups that may be conducting simultaneous entries. This includes subcontractors.
- Ensure measures have been taken for safe entry including draining, depressurizing, ventilation, isolating, grounding, purging, etc.
- Designate trained authorized Entrants and attendants.
- Specify procedures and equipment to be used.
- Ensure proper trained and equipped rescue service is available.

**Alternate Entry Procedures**

Required Entry Equipment:

- Calibrated Gas Monitor
- Forced Air Ventilation/Fan
- Appropriate communication if Entrant is out of sight of Attendant
- Full body harness, tripod and winch for emergency removal.

Before work can begin, the Town of Irondequoit shall determine if the only actual or potential hazards in the space are atmospheric. A Town of Irondequoit Entry Supervisor or Safety Coordinator will complete the Confined Space Permit attesting to this determination.

The Town of Irondequoit shall require an Attendant to remain stationed at entry with tripod and winch immediately available in case of an emergency. Attendant shall remain in place until work is complete, and the Entrant(s) have exited the space.

Attendant and Entrant(s) shall be fully trained in entry procedures.

Any condition making it unsafe to remove the cover shall be eliminated.

Once the entrance cover has been removed the opening shall be appropriately guarded against accidental falls and to protect the Entrant.

Continuous forced air ventilation into the space shall be provided if needed.

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The Entrant shall make the entry and maintain constant verbal communication with the Attendant at all times. Attendant and/or Entrant must have meter in space at all times.

In longer-term entries, the Attendant shall continue to provide periodic atmospheric testing of the space to ensure that it continues to be safe for entry. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

If at any time the atmosphere within the space cannot be maintained at acceptable entry levels with the forced air ventilation, the Entrants must evacuate space immediately. If it is found that the atmosphere cannot be maintained for safe entry other controls must be implemented prior to further entry.

Adequate precaution shall be taken such as providing ventilation to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of its lower flammable limit.

**D-1.6 - Entry Permit**

Before work can begin within a confined space the *Town of Irondequoit Confined Space Entry Permit* must be completed and approved. If work lasts longer than one shift a new permit will be issued at the beginning of the next shift. Permit will be posted at the space to inform others that work is in progress in the confined space. Work cannot begin and no employee may enter space until the permit is completed and approved.

The entry permit, signed by the Entry Supervisor, and verifying that pre-entry preparations have been completed and that the space is safe to enter, must be posted at entrances or made available to Entrants before they enter a permit space. The Entry Supervisor must terminate entry and cancel permits when an assignment has been completed, after each shift or when new conditions exist. The new conditions must be noted on the canceled permit and used in revising the permit space program. All canceled permits will be kept for one year.

All confined space equipment is available from the Sewer Department.

**D-1.7 - Monitoring**

Monitoring of the atmosphere shall be conducted so that an accurate representation of the atmosphere is achieved. Particular emphasis shall be placed on monitoring in all locations in which the Entrants may work. Attention shall be taken to monitor the atmosphere representing the breathing zone of the Entrants. Monitoring and testing shall be continuous for permit-required and enclosed spaces, until all authorized Entrants exit the space. Attendant and/or Entrant must have meter in space at all times for monitoring purposes.

Entrants should be trained in the use of, and be equipped with atmospheric monitoring equipment which sounds an audible alarm, in addition to its visual readout, whenever an OSHA defined designated level is encountered:

Atmospheric monitoring equipment shall be equipped with sensors appropriate for atmospheres involved and calibrated per manufacturer's instructions.

If at any time the testing results of the atmosphere indicate that levels or concentrations are not within acceptable limits, then entry shall be prohibited, or authorized Entrants shall be evacuated, until proper corrective controls are implemented, and a new permit is approved. After the evacuation of the space, retesting and reevaluation of the space must be completed

to determine the cause of the hazardous atmospheres and the steps to be taken to correct before reentry. A new permit must also be issued before reentry.

**D-1.8 - Ventilation**

Ventilation is the primary engineering control of a confined space. The purpose of ventilation is to dilute or displace the original atmosphere and cause it to become non-explosive or chemically non-reactive. Ventilation operations shall be conducted prior to and during entry into a permit-required and non-permit required enclosed spaces. When ventilation is not possible or feasible, other protective measures including personnel protective equipment, or other methods shall be used and documented on the entry permit.

**D-1.9 - Safety Harnesses**

As necessary, the use of approved safety harnesses with retrieval line will be used for any employee entering the confined space. The other end of the retrieval line must be attached to a mechanical device or a fixed point outside the permit space. A mechanical device must be used to retrieve personnel from vertical type permit spaces if they are five (5) feet or deeper. See Section D-4 - Fall Protection for additional details.

**D-1.10 - Reclassifying Permit-Required Confined Spaces**

If testing and inspection data prove that a permit-required confined space no longer poses hazards, that space may be reclassified as a non-permit confined space. A certificate documenting the data will be made available to employees entering the space. The certificate will include the date, location of the space, and the signature of the person making the certification.

<u>Before Entry</u>

If all hazards in a permit-required confined space, other than atmospheric hazards, can be eliminated from outside the space before entry, then the space can be reclassified as a non-permit confined space for as long as the hazards remain eliminated. Control of atmospheric hazards through ventilation does not constitute elimination of all hazards. If all hazards can be eliminated through locking and tagging out, then this will effectively serve the purpose.

<u>During Entry</u>

If the hazards in a permit-required confined space can be eliminated during a permit entry, then the space can be reclassified as a non-permit confined space for as long as the hazards remain eliminated.

**D-1.11 - Hazard Communication**

Supervision will be responsible for informing exposed or potentially exposed employees of the existence of permit required confined spaces and the potential hazards associated with entry.

The method(s) to be utilized for making these notifications will be:

- Awareness training - Upon employment for new hires,
- Distribution of a Safety Manual to each employee for daily use,

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- Recognition system for employees who make suggestions which lead to the identification of any other confined space or reclassification of an existing space.

Detailed safe entry procedures will be developed for each permit required confined space found on the Town of Irondequoit work sites. These procedures will specify the proper methods and equipment necessary to conduct the entry operation safely.

**D-1.12 - Duties and Required Training for (PRCS) Entry**

Entry into a Permit Required Confined Space will require a specially trained and equipped team which consists of:

- Authorized Entrant
- Attendant
- Entry Supervisor
- Designated Rescue and Retrieval personnel

Each member of the team will receive initial and periodic refresher training. The training will be specific to the duties of each team member and include the procedures and practices necessary to protect them from the hazards of the permit space. The training program will include the duties of each team member as listed below.

**Authorized Entrants**, shall:

- Know the hazards associated with the permit space and their effects
- Properly use the equipment required for entry
- Maintain a continuous means of communication with the attendant
- Alert the Attendant in the event of an emergency
- Evacuate the space if an emergency occurs

**Attendants**, shall:

- Know the hazards associated with the permit space and their effects
- Maintain an accurate account of the authorized Entrants
- Remain at their assigned station until relieved by another Attendant or until the permit space entry is complete
- Monitor conditions in and around the permit space
- Summon rescue and applicable medical services in the event of an emergency
- Perform non-entry rescue procedures
- Establish measures to prevent unauthorized personnel from entering permit space

**Entry Supervisors**, shall:

- Know the hazards associated with the permit space and their effects
- Verify that the safeguards required by the permit have been implemented.
- Verify rescue services are available and that means for summoning them is in place
- Cancel the written permit and terminate the permit space entry when required

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- Control personnel who are not authorized to enter the permit space during entry operations
- Periodically, determine that the entry operation is being performed in a manner consistent with the requirements of the permit space entry procedures and that acceptable entry conditions are maintained

**Rescue and Retrieval Personnel** (Rescue will be by local Rescue Services), shall:

- Be trained and aware of the elements of an emergency confined space rescue
- Be involved in preplanning for a confined space emergency
- Have received training in Rescue Elements
- What to expect from Emergency Service agency and what they expect from us

**D-1.13 - Permit Required Confined Space (PRSC) Program Training**

Training for the Permit-Required Confined Space will include the following topics:

- Types of confined space hazards
- Components of the written PRCS program and entry permit system
- Components of the Hot Work and/or Lock Out/Tag Out policy, as appropriate
- The need for prompt guarding of the entrance opening
- Atmospheric testing equipment, including its use, calibration, and maintenance
- Atmospheric testing protocol:
    - oxygen, combustibles, toxics
    - pre-entry, frequent or continuous testing
    - check all levels of the space
- Methods for the control or elimination of any atmospheric hazards
- Procedures the employees must follow if they detect a hazard
- The evaluation process to be used for reentry if hazards are detected
- Train employees in the use of entry equipment (ladders, communication devices, etc.)
- PPE required
- Personnel and their responsibilities
- On-site rescue
- Emergency Service Agency
- Procedures for annual review of canceled permits
- Any other information necessary to ensure employee safety during a permit space entry

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**D-1.14 - Rescue Plan Training Requirements** (Rescue team provided by others)

This section shall serve as an outline of topics that the Confined Space Rescue Team will need to know about or consider in training for confined space rescues.

Preplanning shall include:

- Determine types of spaces likely to be encountered
- Designate duties and chain of command for rescue operations
- Develop standard sequence of events in case of an emergency
- Know what assistance outside Emergency Response will provide

Permit space recognition Training shall include:

- Identification and control of hazards
- Atmospheric monitoring equipment and protocol

Standard Sequence of Events or (S.O.P) during an Emergency, shall include:

- Use and maintenance of PPE
- Retrieval equipment use and maintenance
- Simulation of mock confined space emergencies
- Basic First Aid and CPR
- Initiate Chain of Command
- Remove Entrant without entry into space using a mechanical winch system.
- Notify outside Emergency Response Agency - call 911
- Provide first aid to revive the Entrant until assistance has arrived. Turn rescue over to them upon their arrival
- Try to make an assessment as to what went wrong and document
- Cancel the permit and close the space

**D-1.15 - Responsibilities of Subcontractors**

When subcontractors are involved in the entry of permit required confined spaces, which are under the supervisory control of the Town of Irondequoit, Supervision will inform the subcontractor of the following information and coordinate entry:

- The location of the permit spaces and that entry into these spaces is only allowed through a permit space program or space reclassification
- Rationale for listing the space as a permit space and potential hazards
- Precautions that have been implemented to protect employees
- Obtain any information on the hazards of the permit space and information from previous entry operations from the host employer
- Determine if Town of Irondequoit workers will be working in or near the space
- If the Town of Irondequoit will have employees working in or near the space during the subcontractor's entry operation, the subcontractor's representative or foreman will coordinate entry operations with employees
- Inform Town of Irondequoit of the permit space program that will be utilized
- At the completion of the entry operation or during the entry operation (if needed) communicate any hazards confronted or created during the entry

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### D-1.16 - Rescue Plan and Emergency Service Assistance

The precautions and procedures outlined in this written PRCS program are designed to ensure that employees are safe while working in permit spaces. However, the Town of Irondequoit recognizes that unexpected situations may arise that prevent the Authorized Entrant from self-rescue or Attendant in fully providing rescue.

The Town of Irondequoit will utilize appropriate designated local Emergency Service Agency(s), or local fire department. Toward this end the Entry Supervisor will ensure that communication and coordination arrangements have been made with the appropriate Confined Space Rescue to ensure that they are prepared to respond to and treat potential confined space injuries related to the work and environments requiring the entry.

### D-1.17 - Program Review

Within one year of any entry operation, the Safety Committee will conduct a review of the program using the canceled entry permits to identify any deficiencies in our program. A review will be conducted sooner if there is reason to believe that the program does not adequately protect our employees. Any corrective measures will be documented by a revision of the program. Employees will be trained on any changes. If no permit space entry operations are conducted during the year, no review is needed.

Employees who note any inadequacies with the program can contact their Supervision.

### D-1.18 - Associated Standards and Procedures

This program additionally contains information on the OSHA Excavation Standard, which supersedes the OSHA Confined Space Standard for excavations, because it is more specific to excavation work.

The hazards associated with entry into manholes and vaults involved with the transmission and distribution of natural gas is covered by the Department of Transportation's (DOT) Pipeline Safety Regulations. Compliance with the OSHA Permit Required Confined Space Regulation is required only if an atmospheric hazard cannot be controlled by the DOT safety procedure and shall then be handled as a permit-required confined space.

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# TOWN OF IRONDEQUOIT

## CONFINED SPACE ENTRY PERMIT

This permit must be completed prior to entering any space meeting the definition of a confined space for inspection, maintenance, etc. This permit must be posted and displayed during the entire time the space is entered

Project Name_____ Date_____
Project Supervisor_____ Time_____
Contractor Supervisor (if applicable) _____
Name of Confined Space_____
Location_____Authorized Duration of Entry_____
Purpose of Entering_____
Known Hazards _____
Authorized Entry Supervisor(s)_____
Authorized Entrant(s)_____
Attendants_____
SDS Verification and Location _____

**Hazard Identification / Atmosphere Tests:**

I. Oxygen Test: (Min. 19.5%, Max. 23.5%) Reading: _____
II. Toxic Gases: H2S_____ppm CO2_____ppm CO_____ppm
CL_____ppm Other_____ppm Testers Initials _____
III. Explosion Meter Test (below 10% LFL) _____%LEL _____%UEL
IV. Hazards Identified _____
_____
_____
V. Acceptable Entry Conditions _____

**Hazard Control**

I. Can area be ventilated adequately? _____
Procedures _____
_____

II. Self-Contained Breathing Apparatus required?_____
Type and Model _____

III. Lockout and/or flanging of pipes?_____

IV. Other measures to be taken to isolate permit space: _____
_____

V. Type of monitoring required _____

VI. Type of communication (Walkie-talkie, hand signals, verbal, etc.)_____

VII. Low voltage lights or air powered tools required?_____

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**Protective Equipment**

( ) Hard Hat ( ) Rubber Boots ( ) Flashlights
( ) Rubber Gloves ( ) Leather Gloves ( ) Ladder
( ) Non-spark Producing Tools ( ) Ground Fault Circuit Interrupter
( ) 30-Minute Self-Contained Breathing Apparatus
( ) 10-Minute Self-Contained Breathing Apparatus (Emergency Use)
( ) Goggles, Safety Glasses or other Eye Protection
( ) Other _____

**Alternate Entry**

Can alternate entry be used _____ Yes _____ No
Type and use of forced air ventilation: _____
Certification in place: _____ Yes _____ No
Location of Certification: This Permit is the Certification _____
Other _____

**Rescue Procedures**

I. Name and Telephone no. of Rescue and Emergency Services _____
II. Rescue Team _____
III. Certified First Aid / CPR Person _____
IV. Harnesses, tripod & Lifelines Present? _____
V. Rescue equipment available, if required? _____ Type(s) _____
VI. Fire Extinguisher present? _____
VII. Special rescue procedures _____

**Signs and Barricades**

I. Signs required _____
II. Are barricades required? _____

**Training**

I. Are all employees involved trained to work in confined space? _____
II. Are the rescue personnel trained in rescue? _____

**THIS AUTHORIZES** _____ **TO ENTER** _____
**FROM** _____ **TO** _____ **ON** _____
**Actual Completion/Sign off: Time:** _____ **Date:** _____
**Entry Supervisor Signature**

| Print Name | Entry Signature | Completion Signature |
|---|---|---|
| | | |

**Attendant Signature(s)**

| Print Name | Entry Signature | Completion Signature |
|---|---|---|
| | | |
| | | |

**Entrant Signature(s)**

| Print Name | Entry Signature | Completion Signature |
|---|---|---|
| | | |
| | | |

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**D-2**

**TRENCHING & EXCAVATIONS**

References

*OSHA 29 CFR 1926 Subpart K*

**D-2.1 - Expectation**

Town of Irondequoit has established policies and procedures complying with OSHA 29 CFR 1926 Subpart P in identifying the responsibilities of every employee in maintaining safety for themselves and others when working in and around excavations and trenches.

**D-2.2 - Duties**

Jobsite Supervision is responsible for executing all aspects of this program.

In all cases concerning trenches and excavations the Site Supervision or designated qualified employee shall be the competent person and shall determine what type of appropriate protection is used and how it shall be implemented. In no case shall the protection deviate from the requirements of this program, the OSHA standard concerning excavations and related standards and common accepted methods.

**D-2.3 – Project Soil Classification**

Town of Irondequoit has made the determination that soils on every project shall be classified as Type "C" and protective systems shall be provided as defined by the OSHA standard and this program regarding excavating and trenching in Type "C" soils.

The Town of Irondequoit *Daily Trenching and Excavation Log (D-2.12)* must be completed at the beginning of any new project before trenching or excavation work can begin. A new log must be completed each day, when environments change, when project duties change and when starting a new trenching or excavation project.

**D-2.4 – Competent Person**

Whenever an excavation or trench is cut into the ground on a Town of Irondequoit owned site the crew completing that work shall have a designated Competent Person regarding excavations and trenching responsible for this work.

The Competent Person means one who is capable of identifying existing and predictable hazards in the surrounding, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

In order to be a competent person for the purpose of this standard one must have had specific training in, and be knowledgeable about, soils analysis, the use of protective systems, and the requirements of this standard.

**D-2.5 - Operation**

Involvement begins with pre-construction planning in studying plans, specifications, and test borings to determine:

- The right of way, including pedestrian right of way
- The best access routes for access of equipment

- The amount and types of traffic in or near work area
- The relative location of roads, sidewalks, etc., which may require barricades, shoring, surveys, and monitoring during the work
- The requirements for signs, flag people and traffic control
- The size and depth of the excavation or trench
- The proximity of the excavation to existing structures and improvements
- The location of existing utilities, both underground and overhead. Include the operation around these utilities and method of protection. A stake out shall be completed and in compliance with NYS Code Rule 753
- The soil conditions and geology of the area including types of soil, moisture content, and weather conditions
- Dewatering operations
- The length of time that the excavation or trench will be opened
- The types of equipment that will be used to complete work
- Security of area
- Identification of personnel working in the area
- Personal protection equipment
- Requirements for controls of the possible need of blasting for the excavation or trench. Town of Irondequoit will subcontract this work to others if required. However, the need to supervise their work in order to maintain a safe working environment is essential. A determination shall be made if blasting will be necessary. If so The Town of Irondequoit shall ensure that all local blasting ordinances shall be followed

**D-2.5 - General Trench and Excavation Work**

Ladders shall be used where a trench is four (4) feet or more in depth and so an employee within the trench will not have to move more than twenty-five (25) feet in either direction to exit area. Ladders shall extend a minimum of thirty-six inches above grade and be secured in place

All excavations around existing utility lines (i.e., electric services, water services, etc.) shall be completed by hand to ensure against damage

All loose soil and excavated material shall be set back from edge of trench or excavation a minimum of two (2) feet

All excavation equipment shall be set on a firm foundation sufficiently away from edge of the hole

Stop logs or other appropriate warning system will be utilized where there is the possibility of equipment getting to near the edge of the excavation

A designated qualified spotter shall be in place at all times while personnel are in the excavation or trench to direct all operation and movement of equipment and trucks around excavation and work area

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Whenever possible trenching operations shall be completed and backfilled allowing for as little open excavation as practical. Trenches are to be completely backfilled at the end of each day. Any excavation left open overnight shall be adequately covered and barricaded

Cave-in protection shall be designed by a licensed engineer for any excavation that is over twenty (20) feet in depth

Supervision shall provide continual inspections to assure reliability of the shoring, bracing, and other cave-in protection. Inspections should also include soil conditions due to changes in weather and working conditions

In addition to the aforementioned requirements, all other sections of the Town of Irondequoit's Safety Program should be followed (personal protection, emergency rescue, eye protection etc.). Inspections shall also include these responsibilities

Call 911 if gas line is hit or there is an injury. In all other cases where a utility line is hit and there are no injuries, call the appropriate utility

**D-2.6 - Trench Shoring and Sloping**

Each employee in all excavations shall be protected from cave-ins by adequate protective system designed in accordance with OSHA's sloping and benching systems or support systems, shield systems and acceptable other protective systems. Except when:

- Excavations are made entirely in stable rock; or
- Excavations are less than five (5) feet in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

Using a particular type of sloping, or shoring depends on the soil. In heavier soils and with the existence of ground water, the use of a trench box is required.

**D-2.6A – Sloping – General**

<u>Sloping and benching systems options:</u>

- A slope of 34 degrees or less, in lieu of soil classification. A slope of this gradation or less is considered safe for any type of soil.
- Maximum allowable slopes and allowable configurations for sloping and benching systems will be determined through use of the OSHA 29 CFR Subpart P Appendices A (Soil classification) and B (Sloping and Benching).

If sloping is selected all trenches five (5) feet or deeper shall have banks sloped a minimum of:

| OSHA Sloping Requirements | | |
|---|---|---|
| Soil Type | Slope | Angle (Degrees) |
| A | Not Used | Not Used |
| B | Not Used | Not Used |
| C | 1½ : 1 | 34° |

If sloping back of walls is not possible to the angle of repose, then all trenches of this depth or greater shall be shored or trench shields shall be utilized. For assistance on sloping and benching for different soil types and combinations of soil types reference OSHA 29 CFR

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PART 1926 Subpart P-Excavations. See soil classifications and types Section D-2.8 of this program.

Designs of sloping or benching shall be selected from and be in accordance with data provided in written form, the text to identify criteria that affect the selection, the limits of use of the data and sufficient explanatory data as necessary to assist in making a correct choice of a protective system.

At least one copy of the tabulated data identifying the Registered Professional Engineer (RPE) who approved the information shall be maintained at the jobsite during the time the work is being carried out.

Excavations can be designed by a Registered Professional Engineer (RPE), put in written form and kept at the worksite, but must include, at least, the magnitude and configuration of the slopes determined to be safe for the project and the name of the RPE who approved the plan.

Option 1 for C Type Soils has been selected for all Town of Irondequoit projects. See Section D-2.8 for further information.

**D-2.6B – Shoring – General**

Trench shields may be used if the soil is stable. For deeper excavations where sloping or benching is not practical and where there is the presence of ground water, steel trench boxes will be necessary. If shielding or a designed support system is used the excavation can be completed to a level no more than two (2) feet below the bottom of shield and only if the shield is designed to hold back the full depth of the trench.

Reference OSHA 29 CFR Part 1926 Subpart P-Excavations Appendices A, B, C and D for tables and details. As timber and hydraulic shoring are not currently used by The Town of Irondequoit, appendices are not included within this manual. If a special circumstance arises refer to the OSHA standard as noted.

**D-2.7 - Definitions**

**Cemented soil** - a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

**Cohesive soil** - clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical side slopes, and is plastic when moist. Cohesive soil is hard to break up when dry and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

**Fissured** - a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks in an exposed surface.

**Granular soil** - gravel, sand, or silt (coarse-grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles when dry.

**Layered system** - two or more distinctly different soil or rock types arranged in layers.

**Moist soil** - a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small threads before crumbling.

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**Plastic** - a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

**Saturated soil** - a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or sheer vain.

**Stable rock** - natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

**Unconfined compressive strength** - the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

**D-2.8 - Soil Types**

The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the characteristics of the deposits and the environmental conditions. Refer to Section D-2.9 for classification methods.

**Type A** – FOR INFORMATION ONLY - NOT TYPICALLY USED - A cohesive soil with an unconfined compressive strength of 1.5 ton per square foot (tsf) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A.

No soil is a Type A soil if:

- The soil is fissured; or
- The soil is subject to vibration from heavy traffic or similar; or
- The soil has been previously disturbed; or
- The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical or greater; or
- The material is subject to other factors that would require it to be classified as a less stable material.

**Type B** - FOR INFORMATION ONLY - NOT TYPICALLY USED - A cohesive soil with an unconfined compressive strength greater than 0.5 tsf but less than 1.5 tsf or,

- Granular cohesionless soils including angular gravel (similar crushed rock), silt, silt loam, sandy loam, and in some cases silty clay loam and sandy clay loam; or
- Previously disturbed soils except those which would otherwise be classified a Type C soil; or
- Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or
- Dry rock that is not stable; or
- Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical, but only if the material would otherwise be classified as a Type B.

**Type C** - Cohesive soil with an unconfined compressive strength of 0.5 tsf or less;

- Granular soils including gravel, sand, and loamy sand; or
- Submerged soil or soil from which water is freely seeping; or
- Submerged rock that is not stable; or
- Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical or steeper.

**D-2.9 - Soil and Rock Deposit Classification**

All Town of Irondequoit excavation and trenching work will be classified using Type "C" soil procedures. Use forms D-2.12 through D-2.14.

**D-2.10 - Hazardous Atmospheres**

Testing and controls for hazardous atmospheres include daily inspections by the Competent Person of the site for potentially hazardous conditions. Controls potentially implemented include respirators or forced air ventilation and full body harnesses attached to lifelines for work such as within bell-bottom excavations.

Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth.

Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation.

Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

Refer to Section D-1 Confined Space Entry for specific applications into manholes and related spaces.

**D-2.11 - Emergency Rescue Equipment.**

Emergency rescue equipment, such as a body harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended to when in use.

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# Town of Irondequoit
## DAILY TRENCHING LOG

PRINTED NAME:_____SIGNATURE:_____

DATE: _____PROJECT:_____

WEATHER:_____

Protective system: Trench shield (box) _____ Wood shoring _____
Sloping _____ Other _____

Purpose of trenching: Drainage _____ Water _____
Sewer _____ Gas _____ Other _____

Were visual soil tests made: Yes _____ No _____ If yes, what type?

Were manual soil tests made: Yes _____ No _____ If yes, what type?

Type of soil: Stable Rock _____ Type A _____ Type B _____ Type C _____

Surface encumbrances: Yes _____ No _____ If yes, what type?

Water conditions: Wet _____ Dry _____ Submerged _____

Hazardous atmosphere exists: Yes _____ No _____

Is trenching or excavation exposed to public vehicular traffic (exhaust emission):
Yes _____ No _____

Measurements of trench: Depth _____ Length _____ Width _____

Is ladder within 25 ft of all workers: Yes _____ No _____

Is excavated material stored 2 feet or more from edge of excavation:
Yes _____ No _____

Are employees exposed to public vehicular traffic: Yes _____ No _____

Are other utilities protected: Yes _____ No _____

Are sewer or natural gas lines exposed: Yes _____ No _____

Periodic inspection: Yes _____ No _____ Last (time) _____

Did employees receive training in excavations: Yes _____ No _____

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# Town of Irondequoit

"Competent Person"
Excavation Inspection Checklist

| | |
|---|---|
| PROJECT LOCATION: | INSPECTION NUMBER: |
| DATE: | TIME: |
| COMPETENT PERSON: | |
| SOIL TYPE: | |
| SOIL CLASSIFICATION: | |
| EXCAVATION / TRENCH DEPTH: | WIDTH: |
| TYPE OF PROTECTIVE SYSTEM USED: | |

YES - NO - or N/A for not applicable

## I. General

| | | Y/N/NA |
|---|---|---|
| A. | Excavations, adjacent areas, and protective systems inspected by a competent person daily prior to the start of work. | |
| B. | Competent person has the authority to remove employees from the excavation immediately. | |
| C. | Surface encumbrances removed or supported. | |
| D. | Employees protected from loose rock or soil that could pose a hazard by falling or rolling into the excavation. | |
| E. | Hard hats worn by all employees. | |
| F. | Spoil material, materials, and equipment set back at least 2 feet from the edge of the excavation. | |
| G. | Barriers provided at all remotely located excavations, wells, pits, shafts, etc. | |
| H. | Walkways and bridges over excavations 4 feet or more in depth are equipped with standard guardrails and toe boards. | |
| I. | Warning vests or other highly visible clothing provided and worn by all employees- exposed to public vehicular traffic. | |
| | - Adequate traffic control in place. | |
| | - Flagger properly flagging traffic. | |
| J. | Employees required to stand away from vehicles being loaded or unloaded. | |
| K. | Warning system established and utilized when mobile equipment is operating near the edge of the excavation. | |
| L. | Employees prohibited from going under suspended loads. | |
| M. | Employees prohibited from working on the faces of sloped or benched excavations above other employees. | |
| N. | Other - | |

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## II. Utilities

| | | Y/N/NA |
|---|---|---|
| A. | Utility companies contacted and/or utilities located. | |
| B. | Exact location of utilities marked. | |
| C. | Underground installations protected, supported, or removed when excavation is open. | |

## III. Access & Egress

| | | Y/N/NA |
|---|---|---|
| A. | Lateral travel to means of egress within 25 feet in excavations 4'-0" or more in depth. | |
| B. | Ladders used in excavations secured and extended 3 feet above the edge of the trench. | |
| C. | Structural ramps used for equipment designed by a registered professional engineer. | |
| D. | Employees protected from cave-ins when entering or exiting the excavation. | |

## IV. Wet Conditions

| | | Y/N/NA |
|---|---|---|
| A. | Precautions taken to protect employees from the accumulation of water. | |
| B. | Water removal equipment is monitored by a competent person. | |
| C. | Surface water or runoff diverted or controlled to prevent accumulation in the excavation. | |
| D. | Inspections made after every rainstorm or other hazard increasing occurrence. | |

## V. Hazardous Atmosphere

| | | Y/N/NA |
|---|---|---|
| A. | Atmosphere within the excavation tested where there is a reasonable possibility of an oxygen deficiency, combustible, or other harmful contaminant exposure to employees. | |
| B. | Adequate precautions taken to protect employees from exposure to an atmosphere<br>containing less than 19.5% oxygen and/or to other hazardous atmospheres. | |
| C. | Ventilation provided to prevent employee exposure to an atmosphere containing flammable gas in excess of 10% of the lower explosive limit of the gas. | |
| D. | Testing is conducted often to ensure that the atmosphere remains safe. | |
| E. | Employees trained to use personal protective and other rescue equipment. | |
| F. | Safety harness and lifeline used and individually attended when entering bell bottom or other deep confined excavations. | |
| G. | Alternate entry procedures used for manhole entries, including proper ventilation and verification that only hazardous atmospheres actually or potentially exist, is in place. | |

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## VI. Sloping and Benching

| | | Y/N/NA |
|---|---|---|
| A. | Is the trench or excavation 5'-0" or deeper? | |
| B. | Trenching and excavation log complete? Manual test \ visual test completed? | |
| C. | Sloping or benching in place in compliance with soil type? | |
| D. | Is there any water penetration into space? | |
| E. | Has the competent person accounted for possible layered soils? | |
| F. | Is the sloping or benching used with a support system and is it in compliance? | |
| G. | Other - | |

## VII. Support Systems

| | | Y/N/NA |
|---|---|---|
| A. | Materials and/or equipment for support systems selected based on soil analysis, trench depth, and expected loads. | |
| B. | Materials and equipment used for protective systems are inspected and in good condition. | |
| C. | Materials and equipment that are not in good condition have been removed from service. | |
| D. | Damaged materials and equipment used for protective systems inspected by a registered professional engineer after repairs and before being placed back into service. | |
| E. | Protective systems installed without exposing employees to the hazards of cave-ins, collapses, or threat of being struck by materials or equipment. | |
| F. | Members of support system securely fastened to prevent failure. | |
| G. | Support systems provided to ensure stability of adjacent structures, buildings, roadways, sidewalks, walls, etc. | |
| H. | Removal of support systems progresses from the bottom and members are released slowly as to note any indication of possible failure. | |
| I. | Backfilling progresses with removal of support system. | |
| J. | Excavation of material to a level no greater than 2 feet below the bottom of the support system and only if the system is designed to support the loads for the full depth. | |
| K. | Shield system placed to prevent lateral movement. | |
| L. | Employees are prohibited from remaining in shield system during vertical movement. | |
| M. | Other - | |

***CORRECTIVE ACTION AND REMARKS (Note Section and Line item):***

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## D-3

## ELEVATED WORK

References

*OSHA 29 CFR 1926 Subpart L* *OSHA 29 CFR 1926 Subpart X*

### D-3.1 - Expectation

This program serves as the basic Town of Irondequoit requirements for working above floors, on lifts and on platforms.

### D-3.2 - Duty

It is each employee's responsibility to follow every safety precaution when working in an elevated position. Employees of Town of Irondequoit shall be trained in all safety aspects of working on ladders, scaffolds, working platforms or other elevated locations. It is the responsibility of Supervision that the safety precautions are in place and followed at all times.

### D-3.3 - Scaffolds

Scaffolds shall only be moved, dismantled, or altered under the supervision of a qualified person. Scaffolds shall be designed to support at least four (4) times the maximum working load.

Scaffolds shall be anchored and set on a sound, solid foundation. The foundation shall be capable of supporting the maximum working load without settlement or shifting. No unstable materials can be used as intermediate support between scaffold and base. Scaffold and components shall be plumb and securely braced so as not to allow for movement. No scaffold can be moved while in use.

Scaffold planking shall be of scaffold grade as per grading regulations for the type of wood used. Planking shall be supported at each end and secured.

Scaffolds ten (10) feet in height shall have standard guardrails and toe boards installed on all open sides and ends of the platform.

Ladders utilized for access onto scaffold will be permanently secured as part of the scaffold.

Tag lines shall be used when hoisting any materials up on scaffold.

Tools and materials will be removed whenever the scaffold is unoccupied or when not needed.

Overhead protection shall be provided for persons on scaffolds exposed to overhead hazards.

Scaffolds shall be regularly inspected and maintained. Any scaffold or any of its components that have been damaged or weakened shall immediately be repaired and/or replaced. Scaffold will not be used until repairs are complete.

Personal fall protection shall be used whenever erecting a scaffold above the ten (10) foot level unless it poses a hazard or is not feasible. Improper or incomplete scaffolds will require the use of fall protection including a full body harness, lanyard, tie-off etc. per the requirements of Section D-4-Fall Protection. Never tie off to the scaffold.

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**D-3.4 - Work Platform**

Work Platforms are classified in two different classes:

**Class A** - Scissor or telescoping hydraulic cylinder platform that can be manually or self-propelled**.**

**Class B -** Articulating or extendible boom or platform that can be vehicle mounted or self-propelled.

**D-3.4A - Operation**

Operators of work platforms must be trained and certified in their use.

Hard hats and eye protection must always be worn when operating or working on a platform. While working on a Class B platform, full body harness attached to a lanyard attached to the work platform must be worn.

Work and material on the platform must not exceed the certified capacity of the platform.

Employees shall stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.

The brakes shall be set and outriggers, if used, shall be positioned on pads or on a solid surface. Wheel chocks shall be used on an incline.

Aerial lifts must comply with ANSI A92.2.

Before moving an aerial lift for travel, the mechanism shall be inspected to see that it is properly cradled, and any outriggers are in a stowed position.

When the basket is being used in a manner that may result in contact with energized equipment by basket, or attachments, the vehicle must be grounded.

At locations involving power lines, materials or tools shall not be passed between employee in the basket and an employee on the ground or on a pole, unless both wear high voltage rubber gloves and use other protective equipment.

In case of failure of any air or hydraulic line, no employee shall attempt to slow the leak with his/her hand or any body part.

When working overhead the area below the work area must be barricaded and marked with signs. If barricades are not possible a watchman shall be used.

Daily inspections of the platforms shall be completed by a qualified person and per the manufacturers' instructions. The daily inspection of the following shall be made, and records must be maintained:

- Visual inspection of all attachments welds between actuating cylinders and booms or pedestals
- Visual inspection of all pivot pins for security of their locking devices
- Visual inspection of all exposed cables, sheaves, and leveling devices for both wear and security of attachment
- Visual inspection of hydraulic system for leaks and wear

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- Check lubrication and fluid levels
- Visual inspection of boom and basket for cracks or abrasions
- Operation of the lift from ground controls through one complete cycle. Listen for unusual noises and look for deviations from normal operation

**D-3.5 - Ladders**

Only approved ladders meeting minimum government standards shall be used by Town of Irondequoit employees.

Before any ladder may be used a thorough inspection must be performed. The inspection should include checks on defective steps; defective side rails; loose or missing parts and connecting hardware; presence of grease or oil; damaged metal support bars and spreader bars on stepladders; damaged or missing feet on extension ladders; defective ropes, pulleys, locks and guide rails on extension ladders; heat or shock damage and overall operational conditions.

Ladders shall not be put into use until all the previous conditions have been rectified for safe use. Tag, remove from service and cut up all ladders not viable for repair and disposal of. Temporary repairs on ladders are not acceptable and will not be completed.

Full body harness, lanyard and appropriate anchorage point must be used if ladder user must lean more than ½ width of their torso to either side of ladder.

**D-3.5A – Operation**

Ladder shall be placed on a clean, firm, level, dry surface and only be used when on a fixed floor or platform and in an upright position.

No more than one person shall be on a portable ladder at any time unless designed for such use.

Both hands shall be placed on rungs or side rails when ascending or descending a ladder. Always face the ladder when ascending or descending ladder. Keep your body centered on ladder at all times. Tools and materials should be stored in an approved safety belt while ascending or descending and not in your hands.

Position ladder so that work is within arms' length. If you must reach further the ladder must be repositioned.

If a ladder must be positioned in front of a door or area of egress the area must be blocked, barricaded, blocked or locked while in place.

Do not use a metal ladder near electrical components.

Ladders must be stored in a clean, dry location free of excess heat, chemicals and solvents. When stored in a horizontal position, the ladder should be braced at an adequate number of points to prevent sag.

The length of single ladders or individual sections of ladders shall not exceed thirty (30) feet. Two section extension ladders shall not exceed forty-eight (48) feet. Extension ladders with more than two sections shall not exceed sixty (60) feet.

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In general, use only ladders for the application they are designed for. In any case where a ladder has been found defective in any way it must be taken off the work site, repaired or disposed of.

**D-3.5B – Stepladders**

Make sure the spreader bars are fully extended and locked into place. Do not stand on top of ladder or the last step.

Stepladders shall be only used as designed and not as a straight ladder. Stepladders shall not exceed twenty (20) feet in length.

Materials will not be stored on top of ladder and any tool or material must be brought down off of ladder when not in use.

Use only the designed step side of ladder when ascending or descending ladder and not the other side.

**D-3.5C Extension and Straight Ladders**

The ladder shall be erected so that the top section (the fly) is above and resting on the bottom section (the base) with locks engaged.

Ladders shall be set at the angle of 75 degrees. To accomplish this, determine the total working length of the ladder and place the base of the ladder one quarter of this distance from the vertical support.

Always tie off ladder when possible. If not possible a second person must hold ladder at its base.

Do not stand on any of the top three rungs of the ladder.

When a ladder is used to gain access to another level it shall be erected so a minimum of three (3) feet of the end of the ladder shall extend above the roof or vertical support and tied off.

Never overextend an extension ladder. The following are the minimum acceptable overlap of sections:

Ladders up to and including 36 feet ----------3 feet.

Ladders over 36 feet and up to and including 48 feet---------- 4 feet.

Ladders over 48 feet and up to and including 60 feet---------- 5 feet.

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## D-4

## FALL PROTECTION

References

OSHA 29 CFR 1910 Subpart D *OSHA 29 CFR 1926 Subpart M*

### D-4.1 - Expectation

The Town of Irondequoit's Fall Protection Program established guidelines prepared for the prevention of injuries associated with falls. The purpose of the program is to ensure that every employee recognizes workplace fall hazards and takes the appropriate measures to address those hazards.

### D-4.2 - Duty

The Town of Irondequoit shall provide and install all fall protection systems and shall comply with all other pertinent requirements of this program before that employee begins the work that necessitates the fall protection. This fall protection system shall be inspected annually and before use.

Supervision must develop and evaluate a specific Fall Protection Plan on a site-by-site basis. It is the responsibility of Supervision to implement this Fall Protection Plan. Continual observational safety checks of work operations and the enforcement of the safety policy and procedures shall be regularly enforced.

In many instances the required fall protection shall have been implemented by the projects controlling general contractor. In these cases, Supervision shall assure that the fall protection in place meets the requirements of the regulatory standards and this program.

All employees have the responsibility to understand and comply with the safety procedures outlined and required in this program. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employees.

### D-4.3 - Operation - General

Supervision shall determine if the walking/working surfaces on which the employees are to work have the strength and structural integrity to support employees safely. Employees shall be allowed to work on those surfaces only when the surfaces have the requisite strength and structural integrity.

Employees constructing a leading edge 6 feet or more above lower levels will be protected from falling by guardrail systems or personal fall arrest systems.

Employees on a walking/working surface 6 feet or more above a lower level where a leading edge is under construction, but who is not engaged in the leading-edge work, will be protected from falling by a guardrail system, or personal fall arrest system.

### D-4.3A - Hoist Areas

Employees in a hoist area shall be protected from falling six (6) feet or more to lower levels by guardrail systems or personal fall arrest systems. If guardrail systems, or portions thereof, are removed to facilitate the hoisting and an employee must lean through the

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access opening or out over the edge of the access opening, that employee shall be protected from fall hazards by a personal fall arrest system.

**D-4.3B - Holes - Including Skylights**

Employees on walking/working surfaces shall be protected from falling through open holes more than 4 feet above lower levels, by personal fall arrest systems, covers, or guardrail systems erected around holes. Employees on a walking/working surface shall be protected from tripping in, stepping into or objects falling through holes by covers.

**D-4.3C - Ramps, Runways, and other Walkways**

Each employee on ramps, runways, and other walkways shall be protected from falling 4 feet or more to lower levels by guardrail systems.

**D-4.3D - Excavations**

Each employee at the edge of an excavation 6 feet or more in depth shall be protected from falling by guardrail systems, fences, or barricades when the excavations are not readily seen because of plant growth or other visual barrier.

**D-4.3E - Other**

Each employee at the edge of a well, pit, shaft, and similar excavation 6 feet or more in depth shall be protected from falling by guardrail systems, fences, barricades, or covers.

**D-4.3F - Dangerous Equipment**

Employees at any height above dangerous equipment shall be protected from falling into or onto the dangerous equipment by guardrail systems or by equipment guards.

**D-4.3G - Roof Work**

Low-Slope Roofs.

When work is performed less than 6 feet (1.6 m) from the roof edge, the employer must ensure each employee is protected from falling by a guardrail system, safety net system, travel restraint system, or personal fall arrest system.

When work is performed at least 6 feet (1.6 m) but less than 15 feet (4.6 m) from the roof edge, the employer must ensure each employee is protected from falling by using a guardrail system, safety net system, travel restraint system, or personal fall arrest system. The employer may use a designated area when performing work that is both infrequent and temporary.

When work is performed 15 feet (4.6 m) or more from the roof edge, the employer must:

Protect each employee from falling by a guardrail system, safety net system, travel restraint system, or personal fall arrest system or a designated area. The employer is not required to provide any fall protection, provided the work is both infrequent and temporary; and implement and enforce a work rule prohibiting employees from going within 15 feet (4.6 m) of the roof edge without using fall protection.

Steep Roofs.

Each employee on a steep roof with unprotected sides and edges 4 feet or more above lower levels shall be protected from falling by guardrail systems with toe boards, or personal fall arrest systems.

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**D-4.3H - Openings**

Each employee on a walking-working surface near an opening, including one with a chute attached, where the inside bottom edge of the opening is less than 39 inches (99 cm) above that walking-working surface and the outside bottom edge of the opening is 4 feet (1.2 m) or more above a lower level is protected from falling by the use of Guardrail systems, Safety net systems, Travel restraint systems or Personal fall arrest systems.

**D-4.4 - Protection From Falling Objects**

When an employee is exposed to falling objects, project Supervision shall have each employee wear a hard hat and shall implement one of the following measures:

- Erect toe boards, screens, or guardrail systems to prevent objects from falling from higher levels
- Erect a canopy structure and keep potential fall objects far enough from the edge of the higher level so that those objects would not go over the edge if they were accidentally displaced
- Barricade the area to which objects could fall, prohibit employees from entering the barricaded area, and keep objects that may fall far enough away from the edge of a higher level so that those objects would not go over the edge if accidentally displaced

**D-4.5 - Training**

The Town of Irondequoit will provide training for each employee who might be exposed to fall hazards. This training will enable each employee to recognize the hazards of falling and include the procedures to be followed in order to minimize these hazards. A competent person qualified in Fall Protection shall train each employee.

When the Town of Irondequoit has reason to believe that any affected employee who has already been trained does not have the understanding and skill required, the Town of Irondequoit shall retrain each such employee.

Each employee trained in fall protection will strictly adhere to them except when doing so would expose the employee to a greater hazard.

If, in the employee's opinion, an exposure to a greater hazard is possible, the employee shall notify their immediate Supervision/competent person of their concern and have the concern addressed before proceeding.

**D-4.6 - Fall Protection Systems**

**D-4.6A – Guardrail Systems**

Guardrail systems and their use shall comply with the following provisions:

- Top edge height of top rails, or equivalent guardrail system members, shall be 42 inches plus or minus 3 inches above the walking/working level. When conditions warrant, the height of the top edge may exceed the 45-inch height, provided the guardrail system meets all other criteria.
- Midrails, screens, mesh, intermediate vertical members, or equivalent intermediate structural members shall be installed between the top edge of the guardrail system

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and the walking/working surface when there is no wall or parapet wall at least 21 inches high.

  - Midrails, when used, shall be installed at a height midway between the top edge of the guardrail system and the walking/working level.
  - Screens and mesh, when used, shall extend from the top rail to the walking/working level and along the entire opening between top rail supports.
  - Intermediate members (such as balusters), when used between posts, shall be not more than 19 inches apart.
  - Other structural members (such as additional midrails and architectural panels) shall be installed such that there are no openings in the guardrail system that are more than 19 inches wide.

- Guardrail systems shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge, in any outward or downward direction, at any point along the top edge.
- Midrails, screens, mesh, intermediate vertical members, solid panels, and equivalent structural members shall be capable of withstanding, without failure, a force of at least 150 pounds applied in any downward or outward direction at any point along the midrail or other member.
- Guardrail systems shall be so surfaced as to prevent injury to an employee from punctures or lacerations, and to prevent snagging of clothing.
- The ends of all top rails and midrails shall not overhang the terminal posts, except where such overhang does not constitute a projection hazard.
- Steel banding and plastic banding shall not be used as top rails or midrails.
- Top rails and midrails shall be at least one-quarter inch nominal diameter or thickness to prevent cuts and lacerations. If wire rope is used for top rails, it shall be flagged at not more than 6-foot intervals with high-visibility material.
- When guardrail systems are used at hoisting areas, a chain, gate or removable guardrail section shall be placed across the access opening between guardrail sections when hoisting operations are not taking place.
- When guardrail systems are used at holes, they shall be erected on all unprotected sides or edges of the hole.
- When guardrail systems are used around holes used for the passage of materials, the hole shall have not more than two sides provided with removable guardrail sections to allow the passage of materials. When the hole is not in use, it shall be closed over with a cover, or a guardrail system shall be provided along all unprotected sides or edges.
- When guardrail systems are used around holes, which are used as points of access (such as ladderways), they shall be provided with a gate or be so offset that a person cannot walk directly into the hole.

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- Guardrail systems used on ramps and runways shall be erected along each unprotected side or edge.
- Manila, plastic or synthetic rope being used for top rails or midrails shall be inspected as frequently as necessary to ensure that it continues to meet strength requirements.

**D-4.6B - PERSONAL FALL ARREST SYSTEMS**

Personal fall arrest systems and their use shall comply with the provisions set forth below.

Body belts are not acceptable as part of a personal fall arrest system.

All surfaces and edges shall be smooth to prevent damage to interfacing parts of the system.

Snaphooks shall be sized to be compatible with the member to which they are connected to prevent unintentional disengagement or shall be a locking type snaphook designed and used to prevent disengagement of the snaphook by the contact of the snaphook keeper by the connected member.

Only locking type snaphooks shall be used.

Unless a locking type snaphook is designed for the following connections, snaphooks shall not be engaged:

- directly to webbing, rope or wire rope,
- to each other,
- to a dee-ring to which another snaphook or other connector is attached,
- to a horizontal lifeline; or
- to any object which is incompatibly shaped or dimensioned in relation to the snaphook such that unintentional disengagement could occur by the connected object being able to depress the snaphook keeper and release itself.

On suspended scaffolds or similar work platforms with horizontal lifelines, which may become vertical lifelines, the devices used to connect to a horizontal lifeline shall be capable of locking in both directions on the lifeline.

Horizontal lifelines shall be designed, installed, and used, under the Supervision of a qualified person, as part of a complete personal fall arrest system, which maintains a safety factor of at least two.

When vertical lifelines are used, each employee shall be attached to a separate lifeline.

Ropes and straps (webbing) used in lanyards, lifelines, and strength components of body harnesses shall be made from synthetic fibers.

Anchorage used for attachment of personal fall arrest equipment shall be independent of any anchorage used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee attached, or shall be designed, installed, and used as part of a complete personal fall arrest system which maintains a safety factor of at least two; and under the supervision of a qualified person.

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Personal fall arrest systems, when stopping a fall, shall:

- limit maximum arresting force on an employee to 1,800 pounds when used with a body harness
- be rigged such that an employee can neither free fall more than 6 feet, nor contact any lower level
- bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5 feet; and,
- have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6 feet, or the free fall distance permitted by the system, whichever is less

The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.

Harnesses and components shall be used only for employee protection (as part of a personal fall arrest system) and not to hoist materials.

Personal fall arrest systems and components subjected to impact loading shall be immediately removed from service and shall not be used again until inspected and determined by a competent person to be undamaged and suitable for reuse.

The Town of Irondequoit shall provide for prompt rescue of employees in the event of a fall or shall ensure that employees are able to rescue themselves.

Personal fall arrest systems shall be inspected prior to each use for wear, damage and other deterioration, and defective components shall be removed from service.

Personal fall arrest systems shall not be attached to guardrail systems, nor shall they be attached to hoists except as specified in other paragraphs of this section.

When a personal fall arrest system is used at hoist areas, it shall be rigged to allow the movement of the employee only as far as the edge of the walking/working surface.

**D-4.7 - Warning Line Systems**

Warning line systems and their use shall comply with the following provisions:

- The warning line shall be erected around all sides of the roof work area.
    - When mechanical equipment is not being used, the warning line shall be erected not less than 6 feet from the roof edge.
    - When mechanical equipment is being used, the warning line shall be erected not less than 6 feet from the roof edge which is parallel to the direction of mechanical equipment operation, and not less than 10 feet from the roof edge which is perpendicular to the direction of mechanical equipment operation.
    - Points of access, materials handling areas, storage areas, and hoisting areas shall be connected to the work area by an access path formed by two warning lines.
    - When the path to a point of access is not in use, a rope, wire, chain, or other barricade, equivalent in strength and height to the warning line, shall be

placed across the path at the point where the path intersects the warning line erected around the work area, or the path shall be offset such that a person cannot walk directly into the work area.

- Warning lines shall consist of ropes, wires, or chains, and supporting stanchions erected as follows:
    - The rope, wire, or chain shall be flagged at not more than 6-foot intervals with high-visibility material
    - The rope, wire, or chain shall be rigged and supported in such a way that its lowest point (including sag) is no less than 34 inches from the walking/working surface and its highest point is no more than 39 inches from the walking/working surface
    - After being erected, with the rope, wire, or chain attached, stanchions shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30 inches above the walking/working surface, perpendicular to the warning line, and in the direction of the floor, roof, or platform edge
    - The line shall be attached at each stanchion in such a way that pulling on one section of the line between stanchions will not result in slack being taken up in adjacent sections before the stanchion tips over
- No employee shall be allowed in the area between a roof edge and a warning line unless the employee is performing roofing work in that area.

**D-4.8 - Controlled Access Zones**

Controlled access zones (CAZ) and their use shall conform to the following provisions:

- When used to control access to areas where leading edge operations are taking place the (CAZ) shall be defined by a control line or by other means that restricts access.
    - When control lines are used, they shall be erected not less than 6 feet nor more than 23 feet from the unprotected or leading edge
    - The control line shall extend along the entire length of the unprotected leading edge and shall be approximately parallel to the unprotected leading edge
    - The control line shall be connected on each side to a guardrail system or wall
- Control lines shall consist of ropes, wires, tapes, or equivalent materials, and supporting stanchions as follows:
    - Each line shall be flagged or otherwise clearly marked at not more than 6-foot intervals with high-visibility material
    - Each line shall be rigged and in such a way that its lowest point (including sag) is not less than 39 inches from the walking/working surface and its highest point is not more than 45 inches from the walking/working surface

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- On floors and roofs where guardrail systems are not in place prior to the beginning of work operations, controlled access zones shall be enlarged, as necessary, to enclose all points of access, material handling areas, and storage areas.

**D-4.9 - Safety Monitoring Systems**

Safety monitoring systems and their use shall comply with the following provisions:

- A competent person can be designated to monitor the safety of other employees. The Town of Irondequoit shall ensure that the safety monitor complies with the following:
    - Safety monitor shall be competent to recognize fall hazards
    - Safety monitor shall warn the employee when it appears that the employee is unaware of a fall hazard or is acting in an unsafe manner
    - Safety monitor shall be on the same walking/working surface and within visual sighting distance of the employee being monitored
    - Safety monitor shall be close enough to communicate orally with employees
    - Safety monitor shall not have other responsibilities, which could take the monitor's attention from the monitoring function
- No employee, other than an employee engaged in roofing work [on low-sloped roofs] or an employee covered by a fall protection plan, shall be allowed in an area where an employee is being protected by a safety monitoring system.

**D-4.10 - Fall Protection Plan**

This option is available to employees engaged in leading edge work who can demonstrate that it is infeasible, or it creates a greater hazard to use conventional fall protection equipment. The fall protection plan shall document the reasons why the use of conventional fall protection systems is infeasible or why their use would create a greater hazard. The fall protection plan must conform to the following provisions:

- The fall protection plan shall be prepared by a qualified person and developed specifically for the site where the leading-edge work is being performed and the plan must be kept up to date. A copy of the plan shall be maintained at the job site
- The implementation of the fall protection plan shall be under the supervision of a competent person
- The fall protection plan shall include measures that will be taken to reduce or eliminate the fall hazard for workers who cannot be provided with protection from the conventional fall protection systems

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## D-5

## HAND, POWER TOOLS and MACHINERY

References

*OSHA 29 CFR 1926 Subpart I* OSHA 29 CFR 1910 Subpart P

### D-5.1 - Expectation

To serve as minimum requirements for the Town of Irondequoit regarding handling and working with hand and power tools.

### D-5.2 - Duties

Supervision is responsible for providing safe working tools for use by employees under their control and for implementation and verification of safety compliance.

All employees are responsible for understanding the correct use and safety associated with the use of hand and power tools.

### D-5.3 - Operation - General

Select the right tool for the job. Only UL approved, or equal, hand or power tools, in good condition, shall be used.

Any defective tool shall be tagged and removed from service immediately. Employees shall report any defective tool to their immediate Supervision.

Tools and machinery with power supply must be deactivated, unplugged, etc., when servicing or adjusting.

Tools will not be left in an elevated location where they may create a falling hazard.

No employee shall create a condition where an injury may occur to themselves or others if a tool may slip.

Electrical extension cords and trouble lights shall be inspected before each use.

All tools shall be used in accordance with the manufacturers' safety and maintenance instructions.

No loose-fitting clothing or jewelry shall be worn.

Wear appropriate PPE applicable to the potential hazards related to the work being completed.

### D-5.4 - Hand Tools

Check the head of each tool before use, including hammers, punches, chisels, malls, bars and the like for mushrooming and have the tool dressed or replaced if necessary.

Sharpen edges of cutting tools and carry tool with the sharp edge down. Store sharpened tool in a manner to prevent injury to persons or damage to materials or the tool.

Tools with wooden handles should have handles sanded as needed to prevent splinters.

Check tool handle for tightness before use.

Files shall not be used without proper handles.

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Employees shall only use properly insulated tools when working around energized electrical circuits or equipment.

Employees will avoid the use of metal measuring tape, fabric tapes with woven metal strands, rope with wire cord, or any other tools and equipment that have conductive properties while working around energized electrical circuits or equipment.

Tools shall be returned to their proper place after use.

Clean, shatterproof goggles shall be worn when using chisels, punches, wedges or any tool that may create flying particles or potential eye injury from use. When others are working in the area, they must also wear eye protection.

**D-5.5 - Power Tools – General**

Employees shall inspect handheld power tools on a regular interval basis.

Power operated tools designed to accommodate guards must have the guards in place when in use.

Handheld power tools should be equipped with a constant pressure switch that will shut off the power when the pressure is released.

All power tools shall be used in accordance with the manufacturers' safety and maintenance instructions found in the manuals supplied with the tools.

**D-5.6 - Electric Power Tools and Equipment**

All portable electric hand tools shall meet one of the following specifications:

- Double insulated type and permanently labeled as double insulated.
- Equipped with three-wire cord having the ground permanently connected to the tool frame and a means for grounding the other end.
- Connected to the power source by means of an isolating transformer or other isolated power supply.

Use of Ground Fault Interrupters, as follows:

- All 120V single phase portable electric power tools, extension cords or electric lighting, when used outdoors, in wet conditions or in a construction area, shall be supplied through a ground fault interrupter unless supplied by an isolated source.
- The ground fault interrupter, where required, shall be utilized as close to the power source as practical.
- Portable ground fault interrupters shall be tested before each use.

Each electrical tool or machine should be inspected before they are used for cord damage, proper ground connections, etc.

The electrical plug shall be removed from the electrical outlet before servicing the electrical tool including changing drill bits, changing blades, etc.

Extension cords used by employees of the Town of Irondequoit must have the three-conductor type with matching plug and receptacle.

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### D-5.7 Compressed Air and Pneumatic Tools

Compressed air shall not be used for cleaning purposes except when pressure is reduced to less than 30 psi.

Compressed air will not be used for cleaning clothing.

All air hoses and connections will be inspected before use and at regular intervals and replaced when found defective.

Pneumatic power tools shall be secured to the hose by some positive means such as safety clips or retainers.

The pressure shall be shut off and the air exhausted from the line before disconnecting the line from any tool or connection. The exception to this is when quick-disconnects and check valves are installed.

### D-5.8 - Hydraulic Powered Tools

Hydraulic power tools may only be used by employees trained and familiar with the tools.

All hydraulic tools and hoses which are used on, or around energized lines or equipment shall be equipped with non-conducting hoses having adequate strength for normal operating pressures.

Hydraulic tool controls shall be in the off position before connecting or disconnecting tool. Deactivate the hydraulic tool control when the tool is not in use.

### D-5.9 - Woodworking Tools

Machine guards must be in place at all times.

All fixed power-driven woodworking tools (saws, joiners, planers, etc.), shall be provided with a disconnect switch that can either be locked or tagged in the “Off” position and a magnetic starter.

When running short or narrow stock, always use a push stick for control of material.

Before a circular saw is used, check all materials for warping. When a concave edge is found, always place it away from the straight-edge guide of the saw.

If the saw binds in a cut, hold the piece with a push stick and shut saw off to dislodge material.

If a blade is used in a circular saw over twenty (20) inches in diameter it shall be permanently marked with its operating speed. This blade shall not be operated at a speed other than that marked on blade.

Always use a spreader when using a crosscut saw.

When operating a circular saw, stand out of the line of a possible “kick-back” to avoid the danger of being stuck by small pieces that are frequently thrown.

Never reach over a machine to get finished materials from the opposite side, to remove dust or wood particles, or to oil the machine while it is in operation.

If an employee is using a joiner, do not allow either hand to pass over the knife. Place one hand on each side of the material.

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**D-6**

**HOT WORK**

References

*OSHA 29 CFR 1926 Subpart J*

**D-6.1- Expectation**

To serve as the Town of Irondequoit safety program for safe welding, soldering, cutting, and general hot work.

**D-6.2 - Duty**

Supervision is responsible for all safety aspects of the hot work program and its implementation. Welding and cutting information are provided within this program to make employees aware of the hazards associated with these work activities and the procedures needed to protect themselves.

**D-6.3 - Operation - General**

Only Town of Irondequoit employees who have been properly trained and qualified shall perform welding and cutting operations.

Combustible materials must be protected or removed from place where the flame or arc is present. Protection can be in the form of a welding blanket if vapors or gases are not present.

It is forbidden to have an arc or flame operation in an area where explosive atmospheres are present including areas where painting is being done or where combustible dusts or flammable liquids are present.

A qualified person must be posted as a fire watch with suitable fire extinguishing equipment during all flame or electric arc work and for 30 minutes after such work.

Only equipment that is approved and in proper working condition shall be used.

Proper mechanical ventilation and or respiratory equipment must be provided when welding or cutting hazardous materials such as stainless steel, galvanized material, cadmium, zinc, etc. and when in confined spaces.

An approved helmet type face shield with proper shade of filter lens shall be worn when welding. When helmet is lifted to inspect work, and no other eye protection is being worn, safety glasses, full face shield or goggles shall be worn.

If the object to be welded, cut, or heated cannot be moved and if all the fire hazards cannot be removed, positive means shall be taken to confine the heat, sparks, and slag, and to protect the immovable fire hazards from them.

An employee assisting in a cutting operation shall wear a full face shield, hand shield or goggles with proper shade of filter lens. When assisting, the helper must block his eyes from the arc flash unless they are wearing proper lens shade protection.

Safety goggles or glasses meeting ANSI requirements and a full face shield shall be worn for all grinding, sanding or chipping operations.

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Hearing protection shall be worn at all times while grinding, sanding or when cutting with plasma-arc or arc air.

In order to suitably block and absorb rays from welding arc, employees should wear moderately heavy and preferably dark-colored clothing while welding. Shirt collars and cuffs should be buttoned, and pockets on the front of coveralls should be sealed or removed. A leather or nonflammable fabric skullcap should be worn under the welding helmet. In addition, approved heat and burn resistant gloves shall be worn.

Safety shoes or metatarsal foot protection shall be worn.

Butane lighters shall not be located on employee or within area while welding or completing other hot work.

These and the following conditions are minimum requirements to follow. If the situation calls for special actions, modify the responsibilities to meet these conditions.

**D-6.4 - Oxy-acetylene torches**

All gas cylinders must be secured in an upright position. When in storage the protective cap must be on the gas cylinder. Never lift a cylinder by the protective cap. Oxygen and acetylene shall always be transported and stored in a chained or otherwise secured upright position.

Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum of 20 feet or by a noncombustible barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.

Use suitable hand trucks or racks for moving cylinders.

Hoses must be easily discernible, and connections are not allowed to be interchanged. All connections must be clean. Hoses shall not be laid across traffic areas.

A backflow prevention device or flame arrestor is recommended on the mixing tube of all torches or “bottled” systems and required on all manifolds or “plumbed” systems.

Oxygen shall not be used to clean clothing or to blow materials from the work area.

**D-6.5 - Propane**

Hoses cannot be laid across traffic areas.

All connections must be clean.

All gas cylinders must be secured in an upright position. When in storage the protective cap must be on the cylinder.

No propane tanks larger than 21 lbs. can be located inside the Town of Irondequoit buildings and facilities.

**D-6.6 - Electric Arc Welders**

All arc welding must be protected by shields or curtains made of non-combustible material. This is to ensure prevention of viewing arc without eye protection. The nearest safe distance for viewing an arc with the unprotected eye is forty (40) feet.

Remove electrodes when holders are left unattended. Place or protect the holders so that they cannot make contact with each other, people or conductive material.

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Inspect welding cable to ensure cable is properly insulated. If a cable needs to be spliced and repaired the repair must have insulation with a resistance equal to or greater than the original insulation.

Whenever practicable, all arc welding and cutting operations shall be shielded by noncombustible or flameproof screens which will protect employees and other persons working in the vicinity from the direct rays of the arc.

**D-6.7 - Liquid Fueled Heaters**

Fuel storage must be located away from any heat source and protected from potential damage.

All liquid fuels utilized for these heaters must have a flashpoint of 100 degrees or more.

Refueling of heaters can only be completed after the heater has been off for a minimum of 15 minutes.

**D-6.8 - Propane Fired Heaters**

Propane fuel tank must be located 25 feet from the burner.

Do not run hoses in traffic areas.

All cylinders must be secured in an upright position. When in storage the protective cap must be on the cylinder.

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**D-7**

**MATERIAL HANDLING AND STORAGE**

*References*

OSHA 29 CFR 1926 Subpart H OSHA 29 CFR 1910 Subpart N

**D-7.1 - Expectation**

The Town of Irondequoit material handling and storage policy defining common material handling and storage problems, the means of identifying and correcting these problems, proper use of material handling equipment, and general guidelines on safe practices.

**D-7.2 - Duties**

Supervision shall regularly inspect and identify actual and potential problems associated with poor materials handling and storage. Supervision will then evaluate and correct these problems through training, engineering methods, ergonomic principles and education.

The employees shall be aware of accidents that may occur from unsafe or improperly handled equipment or materials and improper work practices, and to recognize the methods for eliminating, or at least minimizing, the occurrence of those accidents.

**D-7.3 - Operation**

Mishandling of material accounts for over one-third of the injuries at a workplace. The types of injuries that are experienced include strains, sprains, crushing injuries, hernias, ruptures, lacerations, bruises and contusions.

**D-7.4 -Manual Lifting**

When manually moving materials, employees should seek help when a load is so bulky it cannot be properly grasped or lifted, when they cannot see around it, or when a load cannot be safely handled.

When lifting the following proper procedures shall be followed:

1. Evaluate
    - Is it too heavy or bulky -- get help or break it down
    - Check the load for nails, splinters, sharp edges, oil, grease & moisture
    - If the edges are rough or sharp
    - If possible, grip object where it is least hazardous
    - Wear appropriate safety shoes to help prevent foot injury
    - Know where the load is going and where you are going to put it down
    - Be sure the path you take is clear of any obstacles
2. Lifting Object

    Step 1 - Face the object and get as close as you can to it

    Step 2 - Get a firm footing and place your feet about shoulder width apart

    Step 3 - Bend your knees from hips and squat, keeping your back straight

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Step 4 - Grip sides of object using your whole hands as a balance point

Step 5 - Lift by straightening legs using thigh muscles to raise your body

Step 6 - Bring your back and legs to a vertical position

3. Carrying Objects
    - Do not carry objects that block your vision ahead or to the sides
    - If you have to change your grip, set the object down and regrip
    - Do not hurry if you feel you cannot hold the object much longer. Put it down and rest and get assistance
    - When changing directions, do not twist the body. Change the direction of the feet to turn the body
4. Setting Down Objects
    - Reverse the lifting object procedure to set down object
    - If the receiving surface is near waist level, place the load on the edge of the surface and then push it forward
    - Do not set a heavy object into a position below floor level directly from carrying. It should first be lowered to floor level
    - Avoid awkward positions or full extension of arms
    - If you must lift an object higher than your waist, first lift the load to waist level, and then rest it on a support, while you change your grip. Then bend your knees again to give added leg muscle power for the final lift. See Section D-8.0 - Ergonomics Program for Additional Information

When two or more people are carrying a single object, one should call the signals to assure they lift, carry and lower together. Avoid placing unnecessary strain on one individual.

Keep fingers away from pinch points, especially when maneuvering through narrow openings or when setting the object down.

**D-7.5 - Mechanical Lifting**

Mechanical material lifting is advantageous when compared to manual lifting.

When an employee is placing blocks under raised loads, the employee should ensure that the load is not released until their hands are clearly removed from the load.

Blocking materials and timbers should be large and strong enough to support the load safely. Materials with evidence of cracks, rounded corners, splintered pieces or dry rot should not be used for blocking.

When mechanically moving materials, avoid overloading the equipment by letting the weight, size and shape of the material being moved dictate the type of equipment used for transporting it.

All material handling equipment shall have a rated capacity that determines the maximum weight that it can safely handle and the conditions under which it can handle those weights.

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**D-7.5A - Two Wheeled Hand Trucks**

Select the right type of hand truck for the materials to be hauled.

Allow for clearance for hands when moving through doorways or through narrow openings. If possible, hand truck handles should have hand guards.

When loading, the load center of gravity should be kept as low as possible by placing the heaviest objects on the bottom. Do not overload two-wheeled hand trucks. Secure heavy or bulky loads.

Two-wheeled hand trucks should be pushed instead of pulled, except when going up an incline.

When using a hand truck, stop at blind intersections before passing through the area.

When using a hand truck watch the floor ahead of you to avoid bumps, cracks, uneven surfaces and other obstacles.

Park hand trucks in a location where people will not stumble over them and leave the handles in a vertical position.

Report hand trucks with broken wheels or other defects to Supervision.

**D-7.5B - Four Wheeled Hand Trucks**

Four wheeled hand trucks will be blocked while loading if they do not have a brake.

Loads should be balanced to avoid tipping.

When using a push type hand truck, the loads should not obscure vision of the worker using the hand truck unless a guide person is used.

The hand truck should always be pushed unless it is equipped with a pull type handle.

If a hand truck has a handle, it should be equipped with a spring to keep it in an upright position when not in use.

**D-7.5C - Dollies**

Dollies are usually best used for carrying single heavy objects for short distances.

Guide dollies by pushing the load.

Do not pull a load on a dolly unless a second person has a rope attached in the rear where braking action can be applied.

**D-7.6 - Ropes, Chains and Slings**

Leather work gloves should always be worn when handling ropes, chains and slings.

Ropes, chains and slings are elastic and stretch under stress. Caution should be exercised since they will snap back if they fail.

Select the correct sling type for the material to be handled. Each type of sling has its advantages and disadvantages and is designed to be utilized for particular operations.

Successful use of synthetic ropes and slings depends to a large extent on selection of those having physical properties and characteristics that meet the requirements of the specific use involved.

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Synthetic ropes and web slings are generally much stronger and offer greater dielectric qualities than manila rope. They also possess a high resistance to friction.

Sling legs should not be kinked.

Slings shall be securely attached to their loads.

Suspended loads shall be kept clear of all obstructions.

All employees shall be kept clear of loads about to be lifted and of suspended loads.

Lift load slowly, so load is not “jerked”.

**D-7.7 - Material Storage**

Storage areas must be kept free from accumulated materials that may cause tripping, fires, or explosions, or that may contribute to the harboring of rats and other pests.

When stacking materials be aware of how accessible the stored materials are to the user, and the condition of the containers where the materials are being stored.

Do not store incompatible materials together. Be sure you know the compatibility of the materials is that you are storing. Common materials that are incompatible are:

- Acids and bases
- Acids and cyanide mixtures
- Fuels or solvents and peroxides
- Corrosives and untreated metals (e.g., Aluminum)
- Acid and chlorine bleach
- Fuels or solvents and oxidizers
- Ammonia and chlorine bleach.

All bound materials should be stacked, placed on racks, blocked, interlocked, or otherwise secured to prevent from sliding, falling, or collapsing.

Always be sure that you stack material on a solid, smooth, level, safe base. If the floor or ground is not level, use dunnage or bearing strips or timber to make sure that the pile will not shift.

Always stack or pile to a safe height, which means not so high the pile is unstable. Do not stack so high that the lower objects may collapse from the weight.

Always maintain a minimum of eighteen inches between storage and the sprinkler heads.

Maintain aisle space for workers and fire equipment. Materials should not protrude into aisle space.

<u>Bags & Bundles</u>

Bags and bundled materials should be placed on platforms and pallets to avoid moisture absorption.

Bags and bundles should be stacked in a pyramid fashion to a safe height when set against a wall in a single row.

Bags and bundles must be stacked in interlocking rows to remain secure.

Bagged materials must be stacked by stepping back the layers and cross keying the bags at least every ten layers.

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To remove bags from the stack, start from the top row first. Avoid climbing pile if possible.

If there is nearby truck traffic shielding the lower bags is advisable.

Baled paper and rags stored inside a building must not be closer than eighteen (18”) inches to the walls, partitions, or sprinkler heads.

Boxed materials must be banded or held in place using crossties or shrink-wrap.

Periodically inspect storage for stability and ripped lower bags or bundles.

Boxes & Cartons

Boxes and cartons will be stacked by cross tying when piles are above head height.

The safe height will depend upon the size and weight of containers.

Cartons should be stored on pallets or platforms to protect against moisture.

Wire or strap banded cartons and boxes should be stored so sharp ends do not protrude into walkways.

Piles should be perpendicular to the floor, except for step back stacking.

Bar Stock

Pipes and bar stock should be stored in racks or in piles with the layers separated by wood strips with end blocks.

Maximum floor loads should be determined before storing these materials in large quantities because of their excessive weight.

Flammable Liquids

Rack flammable liquid containers for easy identification and access.

They will be identified with a manufacturer label, a stenciled title or other approved means, and equipped with self-closing spigots.

Drums will be bonded and grounded to prevent static electricity from accumulating.

Small quantities should be stored as referenced in *Section C-1.6 – Fire Safety and Prevention.*

Gas Cylinders

Store gas cylinders upright and in approved cylinder racks.

Individual cylinders must be chained or clamped to a substantial structure such as a wall or columns.

The storage location will not be exposed to mobile equipment traffic, direct sunlight, or heat sources.

Indoor storage spaces shall be well ventilated and posted as no smoking.

Different gases should be stored separately.

Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.

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Cylinders must be capped when not in use.

Lumber Stock

Lumber should be stored in racks or piled on a firm foundation of heavy cross pieces. The stacks must be stable and self-supporting.

Lumber must be stacked no more than sixteen (16) feet high if it is handled manually; twenty (20) feet is the maximum stacking height if a forklift is used.

Protection should be provided against the ground becoming soft from surface water.

Crosstie pieces should be placed at regular intervals to provide stability and ventilation.

Cross pieces shall not protrude from pile.

High lumber piles shall not be climbed. A ladder shall be used instead.

Used lumber must have all nails removed before stacking.

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**D-8**

**ERGONOMICS**

References

*General Duty*

**D-8.1 - Policy**

The Town of Irondequoit has developed this program for our employees, which must be followed to prevent Musculoskeletal Disorders (SDS) and back injuries. This program strives to create the safest working environment concerning manual lifting and lowering, carrying, walking, twisting, repetitive motion, and all related tasks.

This program will be used in conjunction with the material handling methods and techniques found in the Town of Irondequoit Material Handling Program. Information found within this program is applicable for recognizing and preventing or reducing potential back and personal injury. Correct lifting procedures are found in Section D-7 -Material Handling and Storage Program.

**D-8.2 – Duties**

Communication

Communication between the employee and the Town of Irondequoit is essential regarding the efficient use of this ergonomics policy. The Town of Irondequoit will assess work tasks and workstations for ergonomic compliance and soundness and provide effective ergonomic solutions based on identified needs. However much of the proposed OSHA standard involves the identification of known Musculoskeletal Disorders through OSHA recordables. Each situation will be evaluated, and a solution implemented on a case-by-case basis.

Supervision

Supervision shall maintain communication with employees under their supervision to evaluate identified tasks that may lead to back pain and or related ergonomic ailments. Certain identified tasks shall be scrutinized to determine the process of the task. Supervision shall arrange the safest and most reasonably comfortable method for its completion, using the parameters established within this safety control program and methods and practices accepted within related work environments.

When appropriate, Supervision will discuss lifting and manual material handling problems with medical personnel. They will use data developed from past accidents and investigations to improve work tasks.

There must be Supervision and employee feedback through investigation reports, hazards, lifting problems etc. Ongoing self-audits are required and when appropriate disciplinary actions of employees who refuse to abide by this program.

Employee

The employee performing the various tasks shall recognize the potential hazards from not performing a job properly. In addition, the employee must communicate with their direct Supervision when they feel a certain task has the potential for injury.

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### D-8.3 - Background

Ergonomics is the science of fitting the job to the worker. When there is a mismatch between the physical requirements of the job and the physical capacity of the worker Musculoskeletal Disorders (SDS) can result. For example, workers who must repeat the same motion throughout their workday, who must do their work in an awkward position, who must use a great deal of force to perform their jobs, who must repeatedly lift heavy objects or who face a combination of these risk factors are most likely to develop Musculoskeletal Disorders.

### D-8.4 - Musculoskeletal Disorders (SDS)

Musculoskeletal disorders are injuries and disorders of the muscles, nerves, tendons, ligaments, joints, cartilage and spinal discs. They do not include injuries resulting from slips, trips, falls or similar accidents. Examples of Musculoskeletal Disorders include carpal tunnel syndrome, tendinitis, sciatica, herniated disc and low back pain.

Work-related Musculoskeletal Disorder occurs where there is a mismatch between the physical requirements of the job and the physical capacity of the worker. Prolonged exposure to ergonomic risk factors, particularly in combination or at high levels, is likely to cause or contribute to a Musculoskeletal Disorder or aggravate the severity of a pre-existing Musculoskeletal Disorder. The longer and more often the exposure to ergonomic risk factors, the longer the time needed to recover from the exposure to ergonomic risk factors.

The proposed Ergonomics Program Standard covers the following risk factors:

- Force
- Repetition
- Awkward postures
- Static postures
- Vibration
- Cold temperatures

### D-8.5 - Identification and Analysis for Ergonomic Solutions

A Musculoskeletal Disorder has to be recordable to trigger the requirements of the Town of Irondequoit to analyze and control jobs. Musculoskeletal Disorder hazards are multifactorial, that is, they usually involve exposure to a combination of ergonomic risk factors. The multifactorial nature means that it may be less certain what combination of risk factors may be reasonably likely to cause or contribute to a Musculoskeletal Disorder in a particular job. Therefore, a recordable Musculoskeletal Disorder is a concrete and fairly objective measure about whether problems are likely to exist in a job.

It is most appropriate to focus on the most serious problems first: those jobs in which an OSHA recordable has been reported. The Town of Irondequoit must analyze and supervise these jobs first rather than requiring analysis of all jobs. This procedure is targeted so that actions must be taken that are appropriate to the nature and severity of the problems in the workplace. Through analyzing OSHA recordables and communication between employees, management and the Safety Coordinator, the Town of Irondequoit shall identify all relevant

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SDS. After this, the town will adapt to work task and provide ergonomic solutions to the activities and work environments, which may have led to the Musculoskeletal Disorders.

This program does not require the Town of Irondequoit to implement controls or provide Musculoskeletal Disorder management if it has been determined that the Musculoskeletal Disorder is not an OSHA recordable and does not meet the screening tests for coverage. To ensure that only Musculoskeletal Disorders that have a strong relation between the Musculoskeletal Disorder reported and the physical work activities and conditions of the assigned job(s) are covered, two screens shall be conducted for determining work-relatedness. These screens go beyond the work-relatedness criteria in the OSHA recordkeeping rule.

These screens are:

- The physical work activities and conditions in the job are reasonably likely to cause or contribute to the type of Musculoskeletal Disorder the employee reported, and
- These activities and conditions are a core element of the job and/or make up a significant amount of the employee's work time.

**D-8.6 - Job Tasks**

SDS are often very easy to prevent. Adding a book under a monitor or padding a tool handle are typical of the fixes used in ergonomics programs. Solutions that fit the work to the worker are achieved when implementing this program. Practical experience in solving ergonomics problems is plentiful. Ergonomic interventions may include:

- Adjusting the height of working surfaces to reduce reaches and awkward postures
- Putting work supplies and equipment within comfortable reach
- Providing the right tool for the job and the right tool handle for the worker
- Varying tasks for workers (e.g., job rotation)
- Encouraging short, authorized rest breaks
- Reducing the weight and size of items workers must lift
- Providing mechanical lifting equipment
- Using telephone headsets
- Providing ergonomic chairs or stools
- Supplying anti-fatigue floor mats

Job tasks should be evaluated by the following applicable parameters:

- Weight of the load being move
- The dimension of the load
- The starting and ending elevations of loads for lifting and lowering tasks
- The distance of travel from the start of a lift or lowering of a load to the completion of the task
- The stability of the load

- The distance the load is moved on a horizontal plane
- The time the load is suspended by an employee
- Frequency of the task/repetitive motion with no variety
- Repetitive reaching and stretching
- Walking surface footing
- Maintaining the same physical position for a length of time
- “Unnatural” positions of the body
- Provision of frequent rests with diversified motion
- Comfortable working conditions

When making ergonomic evaluations or simply observing manual material tasks that are thought to have been causing injuries and illnesses or new tasks that could cause injuries or illnesses, the following potential solutions shall be considered:

- Reduce the weight of the object
- Use powered mechanical handling equipment
- Provide self-leveling devices to reduce bending or reaching by employees
- Add additional employees to assist in the task
- Modify the task by:
    - Altering the distance the load is to be lifted or lowered
    - Altering the starting point and/or finish point of manual lifts or lowering tasks
    - Eliminating twisting of the torso during lifting and lowering tasks
    - Avoidance of one-hand and side lifts
    - Reducing the number of repetitions of the task
    - Provide handles for movement of the load
    - Eliminating or reducing the distance a load must be carried
    - Increasing the diameter of wheels for manual pushed/pulled vehicles
    - Altering handles on manually pushed/pulled vehicles to a level that enables employees to keep their backs straight

**D-8.7 - Lifting-Lowering Tasks**

<u>Eliminate the need to lift or lower manually</u>

Reducing the need to stoop or squat while raising or lowering an object will reduce chances of overexertion injury. Use skids, stands, adjustable or self-adjusting tables and feeders to provide proper height.

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Reduce the need to handle bulky objects

Bulky boxes or objects require the hands to grasp extreme widths. A comfortable and efficient grasp width is at or slightly wider than the individual's shoulders. Objects wider than this should be handled by other means or eliminated.

Increase the weight to a point where it must be mechanically handled

Unit or palletized loads.

Reduce the handling distance

Approximately 90 percent of all healthy employees can lift a 14-lb. load when it is located 12 inches or less from the center of their body. Only 14 percent would be able to lift that same 14-lb. load if it was located 20 inches from the centerline of their body. The less you have to reach, the more you can lift. In general, keep work materials as close to the work area as possible.

Provide surfaces that can be readily grasped

The less energy that is required to grasp a surface, the more energy that is available to carry or lift. Provide handles to objects to increase lifting capacity approximately 7 to 8 percent.

**D-8.8 - Pushing-Pulling Tasks**

Eliminate the need to push or pull

Use conveyors, lift trucks, slides or hand trucks.

Reduce force required

Reduce the load on a cart, use larger wheels and maintaining them, keeping floor surfaces free of obstacles, etc.

Reduce the distance of the push or pull

Minimize the distance the material is handled. Supervision shall examine the layout of the work area to reduce distances between workstations, storage, etc.

Optimize operation of pushing or pulling, as follows:

- Replace pull by push when possible and provide firm handles or grips.
- Replace small casters with larger wheels.
- Use ramps with slope no greater than 6 degrees or 10 percent.

**D-8.9 - Walking**

Reduce the distance you need to walk to get to work material. Organize your worksite to emphasize efficiency and limit stress.

**D-8.10 - Other Factors**

The following items are associated with common manual movements. Each can and likely will magnify a problem if left uncorrected. These items will improve a workplace if all practical measures of manual movement changes have been made.

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Providing good working surfaces

To minimize strength requirements, surfaces should be level, clean, and provide enough friction to assure stable footing.

Body positions

Standing and sitting positions are acceptable if proper conditions are provided.

Provide a cushioned standing surface.

Provide a footrest when standing so that the legs are positioned at different heights.

Provide seats that can be adjusted for: seat height, back support, seat angle and arm rests.

Controls and Displays

Controls should be above the knees, but below shoulder level.

Avoid stooping to monitor displays, or operating machinery.

Sharp-edged objects

Change the process to eliminate sharp edges prior to manual handling.

Provide handling tools that prevent contact between hands and the object.

Protect hands and arms with suitable gear.

**D-8.11 - Carrying-Holding**

Eliminate the need to carry

Reduce the weight of the object

Reduce the distance traveled

Convert carry to push or pull

Avoid carrying materials with bent arms. Straighten arms, when possible, when carrying material for short distances.

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## D-9

## HOUSEKEEPING

References

*OSHA 29 CFR 1910.22* *OSHA 29 CFR 1926.25* *OSHA 29 CFR 1926.34*

### D-9.1 - Expectation

It is the intention of the Town of Irondequoit to provide for a neat, clean, organized work area. Practice continual and simplified good housekeeping methods. Good housekeeping has a direct effect on the safety, efficiency and success of a work site.

### D-9.2 - Duty

Supervision is responsible for the implementation and control of a good housekeeping system; however, it is up to the individual employee to maintain it. Housekeeping should be planned and monitored throughout the work area.

### D-9.3 - Operation

Work areas and exits shall be kept clear to allow for safe and easy access to all operating equipment. Parts, equipment and tools shall be kept orderly.

Worksites shall be maintained in a neat and orderly manner. Tools, equipment, and materials brought to and removed from the work area should be consistent with the job requirements.

All oil spills or slippery walking surfaces shall immediately be cleaned up.

Walkways, aisles and stairways shall be kept clear. If a passageway has to be obstructed or floor openings have to be uncovered, erect barricades and clearly display warning signs.

When materials such as bags, containers and bundles are stored in tiers, they shall be stacked securely by blocking and interlocking.

A minimum clearance of 18” shall be maintained between the top level of the stored material and ceiling sprinklers.

Set responsibilities for proper storage and placement of work items including:

- Materials
- Tools and Tool Boxes
- Equipment
- Hoses
- Cords
- Other applicable items

Inspect and monitor housekeeping continually.

Trash shall be handled as follows:

- Determine the type and amount of waste to be handled.
- Determine if any of this waste can be recycled. Follow all the requirements as established by Federal, State and Local agencies concerning recycling designated materials.
- Separate applicable quantitative waste in containers clearly marked or labeled as follows:
    - Liquids
        - Hazardous Liquids

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        - Non-Hazardous, non-recyclable liquid materials
    - Metals
    - Plastics
    - Glass
    - Cardboard – place in designated compactor
    - Paper
    - Hazardous Solids
        - Non-hazardous, non-recyclable, solid materials
    - Any other quantitative materials not listed
- All hazardous wastes shall be handled as detailed in Section F-2 – Hazardous Waste Control and as established by the Hazard Communication Standard and applicable Safety Data Sheet (SDS) procedures.
- Designate responsibilities for collection and disposal.
- Arrange for regular removal of materials from the facility.

Housekeeping is the responsibility of all employees involved. Keeping your work area clean and neat benefits you and your co-workers. Make the effort.

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**D-10**

**CONCRETE AND MASONRY**

References

*OSHA 29 CFR 1926 Subpart Q*

## D-10.1 - Expectation

This program prescribes performance-oriented requirements for the Town of Irondequoit and subcontractors designed to help protect workers from the hazards associated with concrete and masonry construction operations at construction, demolition, alteration or repair worksites.

## D-10.2 – Duties

Supervision, also considered the competent person, must develop and evaluate safe work procedures in compliance with this program for all concrete masonry work. As concrete and masonry work is subcontracted, the Town of Irondequoit Supervision shall positively identify the person responsible (competent person) that will fill this role by the subcontractor. It is the responsibility of the subcontractor supervisor to implement a safe working plan in compliance with this program and OSHA 29 CFR 1926 Subpart Q. Observational safety checks of work operations and the enforcement of the safety policy and procedures shall be done on a continual basis.

The Town of Irondequoit Site Supervision, in coordination with subcontractor Supervision, will be responsible for immediately correcting any unsafe practice or condition.

Employees have the responsibility to understand and comply with the safety procedures outlined and required in this program. It is also the responsibility of the employee to bring to Supervision's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employees.

## D-10.3 – General Requirements

Construction Loads

Construction loads must not be placed on a concrete structure or portion of a concrete structure unless the Supervision/Competent Person determines, based on information received from a person who is qualified in structural design, that the structure or portion of the structure is capable of supporting the intended loads.

Reinforcing Steel

All protruding reinforcing steel, onto and into which employees could fall, must be guarded to eliminate the hazard of impalement.

Post-Tensioning Operations

Employees (except those essential to the post-tensioning operations) must not be permitted to be behind the jack during tensioning operations. Signs and barriers must be erected to limit employee access to the post-tensioning area during tensioning operations.

Concrete Buckets

Employees will not be permitted to ride concrete buckets.

Working Under Loads

Employees are not permitted to work under concrete buckets while the buckets are being elevated or lowered into position.

To the extent practicable, elevated concrete buckets must be routed so that no employee or the fewest employees possible are exposed to the hazards associated with falling concrete buckets.

Personal Protective Equipment

Employees must not be permitted to apply a cement, sand, and water mixture through a pneumatic hose unless they are wearing protective head and face equipment.

Employees must not be permitted to place or tie reinforcing steel more than 6 feet above any adjacent working surfaces unless they are protected by the use of a safety belt or equivalent fall protection meeting the criteria in OSHA standards and as defined in Section D-4 – Fall Protection

**D-10. 4 - Equipment and Tools**

Concrete mixers

Concrete mixers with one cubic yard or larger loading skips shall be equipped with the following:

- A mechanical device to clear the skip of materials; and
- Guardrails installed on each side of the skip.

Power concrete trowels

Powered and rotating type concrete troweling machines that are manually guided shall be equipped with a control switch that will automatically shut off the power whenever the hands of the operator are removed from the equipment handles.

Concrete buggies

Concrete buggy handles shall not extend beyond the wheels on either side of the buggy.

Concrete pumping systems

Concrete pumping systems using discharge pipes shall be provided with pipe supports designed for 100 percent overload.

Compressed air hoses used on concrete pumping system shall be provided with positive fail-safe joint connectors to prevent separation of sections when pressurized.

Concrete buckets

Concrete buckets equipped with hydraulic or pneumatic gates shall have positive safety latches or similar safety devices installed to prevent premature or accidental dumping.

Concrete buckets shall be designed to prevent concrete from hanging up on top and the sides.

Bull floats

Bull float handles used where they might contact energized electrical conductors, shall be constructed of nonconductive material or insulated with a nonconductive sheath whose

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electrical and mechanical characteristics provide the equivalent protection of a handle constructed of nonconductive material.

Masonry saws

Masonry saws will be guarded with a semicircular enclosure over the blade.

Lockout/Tagout procedures

Refer to Section E-2 Lockout and Tagout for detailed information

No employee shall be permitted to perform maintenance or repair activity on equipment (such as compressors mixers, screens or pumps used for concrete and masonry construction activities) where the inadvertent operation of the equipment could occur and cause injury, unless all potentially hazardous energy sources have been locked out and tagged.

Tags shall read “Do Not Start” or similar language to indicate that the equipment is not to be operated.

**D-10.5 – Cast-in-place Concrete**

General Requirements for Formwork

Formwork must be designed, fabricated, erected, supported, braced, and maintained so that it will be capable of supporting without failure all vertical and lateral loads that might be applied to the formwork. Formwork that is designed, fabricated, erected, supported, braced and maintained in conformance with the American National Standard for Construction and Demolition Operations - Concrete and Masonry Work *(ANSI A10.9-2013)* also meets the requirements of this program.

Drawings or Plans

Drawings and plans, including all revisions for the jack layout, formwork (including shoring equipment), working decks and scaffolds, must be available at the jobsite.

Shoring and Reshoring

All shoring equipment (including equipment used in reshoring operations) must be inspected prior to erection to determine that the equipment meets the requirements specified in the formwork drawings.

Damaged shoring equipment must not be used for shoring. Erected shoring equipment must be inspected immediately prior to, during, and immediately after concrete placement. Shoring equipment that is found to be damaged or weakened after erection must be immediately reinforced.

If single-post shores are used one on top of another (tiered), then additional shoring requirements must be met. The shores must be as follows:

- Designed by a qualified designer and the erected shoring must be inspected by an engineer qualified in structural design
- Vertically aligned
- Spliced to prevent misalignment

- Adequately braced in two mutually perpendicular directions at the splice level. Each tier also must be diagonally braced in the same two directions

Adjustment of single-post shores to raise formwork must not be made after the placement of concrete.

Reshoring must be erected, as the original forms and shores are removed, whenever the concrete is required to support loads in excess of its capacity.

Vertical Slip Forms

The steel rods or pipes on which jacks climb or by which the forms are lifted must be:

- Specifically designed for that purpose, and
- Adequately braced where not encased in concrete. Forms must be designed to prevent excessive distortion of the structure during the jacking operation. Jacks and vertical supports must be positioned in such a manner that the loads do not exceed the rated capacity of the jacks.

The jacks or other lifting devices must be provided with mechanical dogs or other automatic holding devices to support the slip forms whenever failure of the power supply or lifting mechanisms occurs.

The form structure must be maintained within all design tolerances specified for plumpness during the jacking operation. The predetermined safe rate of lift must not be exceeded.

All vertical slip forms must be provided with scaffolds or work platforms where employees are required to work or pass.

Reinforcing Steel

Reinforcing steel for walls, piers, columns, and similar vertical structures must be adequately supported to prevent overturning and collapse.

Site Supervision must take measures to prevent unrolled wire mesh from recoiling. Such measures may include, but are not limited to, securing each end of the roll or turning over the roll.

**Removal of Formwork**

Forms and shores (except those used for slabs on grade and slip forms) must not be removed until Supervision determines that the concrete has gained sufficient strength to support its weight and superimposed loads. Such determination must be based on compliance with one of the following:

- The plans and specifications stipulate conditions for removal of forms and shores, and such conditions have been followed, or
- The concrete has been properly tested with an appropriate American Society for Testing and Materials (ASTM) standard test method designed to indicate the concrete compressive strength, and the test results indicate that the concrete has gained sufficient strength to support its weight and superimposed loads.
- Reshoring must not be removed until the concrete being supported has attained adequate strength to support its weight and all loads upon it.

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**D-10.6 - Precast Concrete**

Precast concrete wall units, structural framing, and tilt-up wall panels must be adequately supported to prevent overturning and to prevent collapse until permanent connections are completed.

Lifting inserts that are embedded or otherwise attached to tilt-up wall panels must be capable of supporting at least two times the maximum intended load applied or transmitted to them; lifting inserts for other precast members must be capable of supporting four times the load.

Only essential employees are permitted under precast concrete that is being lifted or tilted into position.

**D-10.7 - Lift-Slab Operations**

Lift-slab operations must be designed and planned by a registered professional engineer who has experience in lift-slab construction. Such plans and designs must be implemented by the employer and must include detailed instructions and sketches indicating the prescribed method of erection. The plans and designs must also include provisions for ensuring lateral stability of the building/structure during construction.

Jacking equipment must be capable of supporting at least two and one-half times the load being lifted during jacking operations and the equipment must not be overloaded. For the purpose of this provision, jacking equipment includes any load bearing component that is used to carry out the lifting operation(s). Such equipment includes, but is not limited to, the following: threaded rods, lifting attachments, lifting nuts, hook-up collars, T-caps, shearheads, columns, and footings.

No employee, except those essential to the jacking operation, must be permitted in the building/structure while any jacking operation is taking place unless the building/structure has been reinforced sufficiently to ensure its integrity during erection. The phrase "reinforced sufficiently to ensure its integrity" used in this paragraph means that a registered professional engineer, independent of the engineer who designed and planned the lifting operation, has determined from the plans that if there is a loss of support at any jack location, that loss will be confined to that location and the structure as a whole will remain stable. Under no circumstances must any employee who is not essential to the jacking operation be permitted immediately beneath a slab while it is being lifted.

**D-10. 8 - Masonry Construction**

Whenever a masonry wall is being constructed, a limited access zone must be established prior to the start of construction. The limited access zone must be as follows:

- Equal to the height of the wall to be constructed plus 4 feet, and shall run the entire length of the wall,
- On the side of the wall that will be unscaffolded,
- Restricted to entry only by employees actively engaged in constructing the wall; and
- Kept in place until the wall is adequately supported to prevent overturning and collapse unless the height of wall is more than 8 feet and unsupported; in which case, it must be braced. The bracing must remain in place until permanent supporting elements of the structure are in place.

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**D-11**

**TREE PRUNING AND REMOVAL**

References

*FEDERAL HIGHWAY ADMINISTRATION MUTCD*

**D-11.1 - Expectation**

To serve as the Town of Irondequoit's safety procedures for tree pruning, removal and associated work.

**D-11.2 – Duties**

All Town employees designated to complete tree pruning and removal shall be trained and maintain compliance with this program. Supervision is responsible for training and managing all employees assigned to tree pruning and removal.

**D-11.3 - Work Zone Protection**

All tree crew vehicles will be located off the pavement unless operations require occupying the pavement or shoulder. When this is necessary, all appropriate work zone protection will be specified in accordance with The Town of Irondequoit Work Zone Protection and Traffic Control Program (Section G-2) and the Federal Highway Administration State Manual of Uniform Traffic Control Devices (MUTCD).

Special care will be given to the protection of pedestrians, and vehicles when working over streets, sidewalks, and paths.

**D-11.4 - Climbing and Working in Trees**

All work signals shall be clear and understood among the Supervisor, tree climber and ground crew.

Always be aware of ground crew, pedestrians, vehicles, utility lines and general surrounding area.

Use tag lines to lower limbs in restricted areas due to pedestrians, utility lines etc.

Always use a tag line for raising and lowering tools. The ground crew must remain clear from tools being raised and lowered. Never raise or lower tools over electrical wires.

Climbers shall not climb a rope hand-over-hand to get into a tree.

**D-11.5 - Safety Ropes**

General Working Loads

- General working load of a new rope shall not exceed 1/4 of the break load.
- General working load of an average condition rope shall not exceed 1/6 of the break load.
- The general working load of a service/frequently used rope shall not exceed 1/8 of the breaking load.

Before use, the rope shall be checked for cuts, abrasions, or other conditions of wear. It shall not be used if defective in any way.

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A safety sling will be used for all climbing above 8 feet and consist of a combination of bowline on a bight and taut-line hitch. A safety sling shall be tied as high and as close as possible to the trunk.

A figure eight knot will be tied into the ground end of the safety line to prevent rope from pulling through the taut line.

Do not allow rope to bind in tight tree crotches. Run the rope through the crotch slowly to prevent burning. After the rope has been crotched, the climber will check the entire length of the sling and taut-line hitch before swinging free.

The taut-line hitch will not be removed before the climber comes out of the tree. The climber will stay in the safety sling until they are on the ground.

Employees shall avoid getting rope wet. Keep it from flames, excessive heat and freezing. Store rope in a dry location and avoid mildew and rot. Do not kink new rope by uncoiling from inside the coil. Rope shall be kept coiled when not in use. Remove knots at the end of the workday.

**D-11.6 - Ladders**

Refer to Section D-3-Elevated Work for further information on ladder use.

**D-11.7 - Hand Tools**

Axes will only be used on fallen trees. All sharp-edged tools, when not in use, will be sheathed or otherwise protected.

Only handsaws that are toothed on one edge will be used. The handsaws teeth will be properly set and kept sharp. Handsaws will be sheathed and attached to the climber's belt while climbing.

Wedges will always be driven by a sledgehammer only, never by an axe. Wedges will be kept free of burrs. Refer to Section D-5 - Hand, Power Tools and Machinery Policy for additional procedures for using hand and power tools.

**D-11.8 - Pole Saws and Pruners**

Pole saws and pruners must be of length to allow the trimmer to readily reach the work.

Saws and pruners must be raised and lowered by a rope tied below the blade or head.

When not in use, saws and pruners may be hooked over limbs of sufficient size. They should never be laid on limbs or in crotches, hung on wire, or used for lifting other equipment.

**D-11.9 - Chain Saws**

<u>Fueling</u>

- Do not fuel saw with engine running. Allow it to cool before fueling. Do not start saw in the same spot where it was fueled.
- Keep a fire extinguisher available while fueling.

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Starting

- Place saw on the ground or other firm surface while starting. Make sure the chain brake is applied and the bar is clear from obstruction.

General

- Keep area clear of brush, rocks, etc. which will hinder movement.
- Chainsaw operators shall wear approved and appropriate eye protection, a hard hat, hearing protection, and gloves. Approved chaps or chainsaw pants shall be worn when cutting on ground.
- Be aware of surroundings and be sure there is no one in the area who might be hit by a falling tree or rolling log.
- Always stop the chainsaw when in doubt about safety of the work.
- Maintain cutting speed under control to avoid cutting too deep or at a wrong angle. Be alert for nails, wire, metal taps, etc. in trees being cut.
- A second employee must be within calling distance whenever working with a chainsaw.
- Keep the chain saw engine free of sawdust.
- Carry a chainsaw by grasping it firmly in one hand and carry it at your side with the guide bar facing backward.

**D-11.10 - Felling a Tree**

Only trained and experienced employees will be allowed to cut down a tree.

Check the tree to be felled for dead branches or loose bark, which might fall. They must be removed first when the tree cannot be felled with one cut.

Before felling a tree, the "lean" of the tree must be determined first. The tree must be sighted from several positions to determine the exact direction of the lean. Whenever possible the tree will be felled in the direction of the lean. The retreat path must be decided on before felling a tree.

Where there is the danger of a misdirected fall, block and tackle or snub ropes connected to a trunk to control direction of the fall must be used.

Do not fell or cut a tree in high winds.

Undercut:

- When starting the undercut, the engine end of the saw must be firmly against tree trunk and the bar swung into the cut. Undercut must be approximately one-third of the tree diameter. The cut out must be wide enough to permit the tree to lean 45 degrees from the upright before the two faces close.
- After the undercut is made, the back cut must be slightly higher than the undercut. If a large saw is available, one backcut will be made. If one is not, begin the backcut directly opposite the undercut. After it is started, swing the saw around and cut a short distance into the two sides of the tree. This "cornering" will prevent the bark and the sides from tearing and affecting the direction of the fall.

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If the tree is too wide for the cutter bar to reach across, notch the sides of the tree.

**D-11.11 - Bucking**

Hold saw firmly in both hands and be sure to have good footing. Stand to one side of saw. If it is necessary to stand behind the saw, keep legs well apart.

Remove limbs from top and sides of log before bucking.

Do Not allow saw to bite into dirt.

When working on a slope, stand uphill from the log. Make sure no one is below.

Avoid "traps" where two sections of log come together to bind or pinch the chain and bar. Undercut log if necessary to avoid binding.

**D-11.12 - Limbing and Pruning**

Limbing cuts shall be started at the crotch, or top side of the branch, as close as possible to the trunk.

Start limbing from the base of the trunk and work toward the top.

When pruning large branches, use the 3 cut method to prevent

tearing.

**D-11.13 - Stump Cutter**

Always follow manufacturer recommendations for operation of this equipment.

Before the work is started, check the area for utility lines.

The stump cutter must be inspected for proper working conditions, including verifying that all safety protective devices and shields are present and working.

Everyone involved in cutting stumps must wear approved and appropriate eye, ear, and face protection along with a hard hat and gloves. Bystanders must be kept away from the machine.

The teeth of the stump cutter must never come in contact with stones, metal, etc. Inspect the stump and excavate around the perimeter and down at least 8 inches for debris and obstacles.

When adjustments are to be made or before moving, the stump cutter must be turned off, the key removed, and the clutch disengaged.

This equipment must be operated off the pavement where possible. When a shoulder or portion of the pavement is occupied, proper work zone protection, as specified in the FHA MUTCD and Section G-2 of this manual, is required.

When in tow, the stump cutter must be properly secured to the tow vehicle, and safety chains used. The rear of the cutter must have either operating signal lights or flags on either side.

Fire extinguisher and first aid kit must always be readily available.

**D-11.14 - Brush chipper**

Always follow manufacturer recommendations regarding the safe operation and maintenance of this equipment. Check tightness of wedge locking bolts, and the safety brake on a daily basis.



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Engage clutch carefully to prevent belt slippage. Bring engine to cutting speed after clutch is engaged. chipper must remain at idle speed when not chipping.

Employees working with or near the chipper must wear approved and appropriate hard hats, goggles or face shields, gloves and hearing protection. Make sure all the safety equipment and devices are in place and in proper working condition.

Check governor daily to make certain that it cuts out properly.

Keep sweepings, stones, nails and other foreign materials from falling into the unit.

Do not attempt to hand feed small pieces of brush into chipper. If it will not feed itself, push with another piece of brush or wood stick. Never use shovels, rakes or other tools to push brush into chipper.

Continuously clean chips from the motor to prevent fires. A fire extinguisher and first aid kit must be readily available at all times.

Repairs and adjustments can only be completed when ignition on switch is turned off and the key removed. After a blade change or adjustment of the blades, test run before it is put to use.

When in tow, the chipper must be properly secured to the tow vehicle, and safety chains used. The rear of the chipper must have either operating signal lights or flags on either side.

**D-11.15 - Electrical Hazards.**

Equipment that does not have nonconductor characteristics should not be operated within 10 feet of any electrical line. Be alert to wires which sway in the wind causing the line to sag.

All wires, especially those that have fallen, should be treated as being live. If a power line breaks and falls do not attempt to move the wires. Keep all persons away from fallen wires, place guards around the wires and call the utility company immediately.

Any tree near or touching wires must not be worked on or in if wet or if clothing, rope or equipment are wet. If limbs or branches fall across electrical wires, stop all work immediately and call the utility company.

If a live wire comes in contact with equipment in which you are in, remain in the equipment until the utility company arrives. If it is absolutely necessary to get out of the equipment, leap with both feet as far away from the equipment as possible.

When climbing or working in trees, climbers must position themselves so that trunk or limbs are between their body and electrical wires. When possible, do not work with your back toward electrical wires.

Only trained and qualified incidental line clearance arborists or utility line clearance arborists shall work on or in a tree within 10 feet of an electrical conductor. Minimum approach distances shall be followed at all times. See ANSI 2133.

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**D-12**

**HISTOPLASMOSIS**

References

*OSHA 29 CFR 1926.25*

**D-12.1 - Purpose**

The Town of Irondequoit has developed this Histoplasmosis Program to protect affected employees, and to designate procedures to follow regarding controls and personal protection.

**D-12.2 - Duties**

The Safety Coordinator, along with applicable Supervision shall complete frequent and regular inspections of the facility, work sites, materials and equipment regarding potential exposure to bird (primarily pigeon) fecal matter.

During the initial project walk through and prior to starting a project, the Town of Irondequoit shall examine the site and all conditions thereon including the actual or potential existence of pigeon fecal matter.

Before an employee can be assigned a task, Supervision shall identify if the task has the potential for exposing the employee to pigeon fecal matter. If the job task has the potential for exposure, the protection and controls listed in this program shall be implemented. The employee shall understand all information contained within this program, including work tasks that potentially include occupational exposure to pigeon fecal matter, correct PPE to use and correct use, common symptoms of overexposure, etc.

**D-12.3 - Histoplasmosis**

Histoplasmosis is a fungal infection primarily contracted from exposure to an excessive amount of bird and bat fecal matter. A fungal mold called *Histoplasma Capsulatum* is often found where pigeon droppings have accumulated for three years or more. Disturbance of these contaminated areas releases the fungal spores into the air. Once airborne, the fungus can enter the body, primarily through the lungs and/or the gastrointestinal tract, and can affect the lungs, spleen, stomach, intestines, central nervous system, etc. Histoplasmosis, if contracted, can be fatal.

Histoplasmosis primarily affects a person's lungs, and its symptoms vary greatly. The vast majority of infected people are asymptomatic (have no apparent ill effects), or they experience symptoms so mild they do not seek medical attention and may not even realize that their illness was histoplasmosis. If symptoms do occur, they will usually start within 3 to 17 days after exposure, with an average of 10 days. Histoplasmosis can appear as a mild, flu-like respiratory illness and has a combination of symptoms, including malaise (a general ill feeling), fever, chest pain, dry or nonproductive cough, headache, loss of appetite, shortness of breath, joint and muscle pains, chills, and hoarseness.

**D-12.4 - Work Environments Potentially Involving Exposure to Histoplasmosis**

H. capsulatum grows in soils throughout the world. In the United States the proportion of people infected by H. capsulatum is higher in central and eastern states, especially along the valleys of the Ohio, Mississippi, and St. Lawrence rivers.

The fungus grows best in soils having a high nitrogen content, especially those enriched with bird manure or bat droppings. The organism can be carried on the wings, feet, and beaks of birds and infect soil under roosting sites or manure accumulations inside or outside buildings. Active and inactive roosts of blackbirds (e.g., starlings, grackles, red-winged blackbirds, and cowbirds) have been found heavily contaminated by H. capsulatum. Therefore, the soil beneath an area where blackbirds have roosted for 3 or more years should be suspected of being contaminated by the fungus. Habitats of pigeons, bats, and poultry houses with dirt floors should also be suspected.

Fresh bird droppings on surfaces such as sidewalks and windowsills have not been shown to present a health risk for histoplasmosis because birds themselves do not appear to be infected by H. capsulatum. Rather, bird manure is primarily a nutrient source for the growth of H. capsulatum already present in soil. Unlike birds, bats can become infected with H. capsulatum and consequently can excrete the organism in their droppings.

Attic space work, exterior elevated platforms, and bird roosting areas have the potential to expose an employee to pigeon fecal matter and shall be verified of potential or actual existence and proper procedures shall be implemented as detailed within this program before work shall begin.

**D-12.5 - Worker Protection**

This section details the equipment and procedures required for protecting the Town of Irondequoit employees against Histoplasmosis.

**D-12.5A – Protective Clothing**

All affected Town of Irondequoit employees shall wear the following protective clothing:

- Standard disposable Tyvek Total-Body Deluxe Coverall or equivalent rated for particulate holdout
- If there is a liquid splash potential while working in an exposed area, employees must wear disposable Tyvek QC Total-Body Deluxe Coverall or equivalent rated to repel liquids
- Heavy duty Neoprene/Latex Gloves or equivalent
- Rubber Boots
- Gloves and boots must be sealed with duct tape at wrists and ankles

**D-12.5B - Respiratory Protection**

All affected Town of Irondequoit employees shall use the proper respiratory protection in the work area regardless of their activity.

Respiratory protection shall be selected and utilized as follows:

- Employees must wear full-faced respirators and shall be equipped with HEPA type filters labeled with NIOSH and MSHA certification for “Radionuclides, Radon Daughters, Dust, Fumes, and Mists”
- The Town of Irondequoit shall instruct the affected employees on the purpose, proper use, fitting, instructions and limitations of respirators as required by OSHA 29 CFR 1910.134. Refer to Section B-1.0C - Respiratory Protection for further details

### D-12.6 - Removal and Disposal of Bird Fecal Matter

Before intended work can begin in an area determined to contain bird/bat/pigeon fecal matter the area must be decontaminated.

The procedures for cleanup and decontamination are as follows:

- Substrates shall be cleaned with a high-powered water hose, scrapping and/or brushing
- Cleanup and/or decontamination shall consist of washing off soiled gloves, boots and equipment with soap and water
- The disposable coveralls and respirator filters should be bagged in plastic bags and disposed of in normal trash
- Discarded materials, waste materials, or other objects shall be handled as to avoid potential for spreading contamination or creating a sanitary hazard

### D-12.7 - Exposure to Pigeon Fecal Matter

The following procedures shall be followed to protect from a possible exposure or if an exposure is encountered:

- Skin Contact: Remove and dispose of contaminated clothing and thoroughly wash affected area
- Inhalation: Move to fresh air and dispose of contaminated respiratory filters. Thoroughly wash respirator and affected areas
- Ingestion: Thoroughly wash hands prior to eating or smoking

### D-12.8 - Training

The Town of Irondequoit will train and ensure participation by all employees subject to exposure to bird/bat/pigeon fecal matter and histoplasmosis. Initial training will be held prior to initial job assignment. Training must include:

- The content of this Histoplasmosis Program
- Symptoms and effects of overexposure
- The specific nature of operations that could introduce exposure
- The purpose, proper selection, fit, use, and limitations of respirators
- The engineering and work practice controls associated with employee's job assignment

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**D13**

**SILICA EXPOSURE CONTROL PLAN**

References

*OSHA 29 CFR 1926.1153* *OSHA 29 CFR 1910.1053*

**D13.1 Applicability and Scope**
****THIS SECTION IS CURRENTLY BEING REVIEWED. BELOW IS A DRAFT.****

Applicability

This Written Exposure Control Plan (Plan) applies to Town of Irondequoit personnel who are potentially exposed to airborne concentrations of respirable crystalline silica (silica) because of their work activities or proximity to the work locations where airborne silica is being emitted. This Plan also applies to Town of Irondequoit superintendents, foremen, or safety personnel who may be responsible for overseeing Town operations that have the potential to expose personnel to airborne concentrations of silica at or above regulatory and industry action levels and exposure limits.

Scope

This Plan describes the hazards associated with projects involving potential exposure to airborne concentrations of silica and the issues to be addressed during these projects. These projects include, but are not limited to:

- Use of stationary masonry saws used to cut concrete, tile, concrete masonry block, sheet rock, gypsum fiber roof board, or any other product containing quartz
- Handheld power saws used to cut concrete, asphalt, concrete masonry block, sheet rock, gypsum fiber roof board, or any other product containing quartz
- Walk-behind saws used to cut concrete or asphalt
- Rig-mounted or free-standing core saws or drills (including impact and rotary hammer drills) used to penetrate concrete, concrete masonry block, sheet rock, gypsum fiber roof board, or any other structural component or product containing quartz
- Jackhammers and handheld powered chipping tools used to demolish or modify concrete, concrete masonry block, or any other structural component or product containing quartz
- Vehicle mounted hammers or chipping tools used to demolish concrete, concrete masonry block, or any other structural component or product containing quartz
- Handheld grinders or cut-off wheels used for mortar removal or cutting/grinding of concrete, concrete masonry block, sheet rock, gypsum fiber roof board, or any other structural component or product containing quartz
- Walk-behind milling machines or bead blasters used for surfacing activities on concrete, concrete masonry block, asphalt, or any other product containing quartz
- Installation or demolition of sheet rock, including mudding, taping, texturizing activities with quartz containing materials.

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- Hand or power tool sanding of painted surfaces. Current latex paint products contain quartz and the painted substrate (sheet rock, concrete masonry block, concrete) contains quartz
- Drivable asphalt milling machines used to mill asphalt roadways or walkways
- Ball mills or crushing equipment used to size products containing quartz
- All housekeeping operations associated with the activities described above

Town of Irondequoit employees who work in proximity to silica-related operations must be aware of safe work practices and take all necessary precautions associated with avoiding and minimizing airborne silica exposure

**D13.2 Regulatory Review**

OSHA 29 CFR 1926.1153: Respirable Crystalline Silica (Construction Industry) and OSHA 29 CFR 1910.1053: Respirable Crystalline Silica (General Industry), contain regulatory requirements specific to respirable crystalline silica. This Written Exposure Control Plan is developed in accordance with the requirements in OSHA 29 CFR 1926.1153(g).

**D13.3 Project Planning**

Training Requirements

Town of Irondequoit employees who anticipate working on projects where they could be exposed to airborne silica will be provided training in silica hazards in accordance with the Town of Irondequoit program established to comply with the hazard communication standard (OSHA 29 CFR 1910.1200). Each employee will have access to labels on containers of crystalline silica and safety data sheets and be provided information on the health hazards of silica including cancer, lung effects, immune system effects, and kidney effects. In addition, Town of Irondequoit employees will be provided with training and information regarding specific activities identified in this Plan that could result in airborne silica exposure, and the specific engineering controls, work practices and respiratory protection requirements to mitigate the potential airborne silica exposures. This training will provide a discussion of silica hazards, initial exposure determination either by complying with OSHA 29 CFR 1926.1153 Table 1 requirements or air monitoring, specific engineering and work practice control measures, PPE, and medical surveillance requirements. The training will also identify the Town of Irondequoit competent person for silica exposure identification and determination of control requirements. All Town of Irondequoit employees will be provided with access to a copy of OSHA 29 CFR 1910.1153 and be trained on the contents of OSHA 29 CFR 1926.1153.

Medical Surveillance Requirements

The Town of Irondequoit shall institute medical surveillance program including chest X-rays and lung function tests—every three years for workers who are required by the standard to wear a respirator for 30 or more days per year.

Competent Person Requirements

The Town of Irondequoit shall identify a competent person to inspect and oversee all activities with potential airborne silica exposure. The competent person must have training in the inspection of work areas and equipment and in the determination of safe working conditions. This person shall have a working knowledge of the OSHA 29 CFR 1926.1153

standards, shall be capable of identifying airborne silica hazards, shall determine the need for initial and additional exposure monitoring, shall recommend and implement engineering and work practice controls, shall establish levels of PPE, and shall have the authority to take action to eliminate hazards and correct incidences of noncompliance. The Competent Person for the Town of Irondequoit is the Highway Superintendent or designee.

**Planning Activities**

Projects where anticipated activities involve concrete cutting, grinding, sandblasting, drilling, coring, or other abrasive operations are treated as potential sources for airborne silica exposure. Additionally, existing structures and materials such as sheetrock, any painted surfaces with low volatile organic compounds, tile, brick, or some insulation products may contain silica. Likewise, new material installation may involve silica-containing mortar, paints, or insulation. Where process knowledge indicates the presence of silica, The Town of Irondequoit will either implement all controls required by OSHA 29 CFR 1926.1153 Table 1- Exposure Control Methods for Selected Construction Operations or conduct an initial determination in accordance with OSHA 29 CFR 1926.1153(d)(2).

**D13.4 Project Execution**

Safe Work Practices

The requirements of this section are to be followed by Town of Irondequoit employees, who may be exposed to airborne concentrations of silica at or above the regulatory limits.

Exposure Assessment

The Town of Irondequoit will comply with and implement all controls required by OSHA 29 CFR 1926.1153 Table 1 - Exposure Control Methods for Selected Construction Operations.

Communication of Hazards

Each employee shall be provided with training and demonstrate knowledge and understanding of the following:

- Health hazards associated with exposure to respirable crystalline silica
- Specific tasks that could result in exposure to respirable crystalline silica
- Specific measures that are required to protect employees from exposure to respirable crystalline silica, including engineering controls, work practices, and required use of respiratory protection
- The contents of the OSHA 29 CFR 1926.1153
- The identity of the competent person
- Purpose and description of the medical surveillance program

A written compliance program shall be made available to all affected employees.

In addition, notification to owners, contractors, and other personnel working in the area shall be made.

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Control Methods

Engineering and work practice controls, including administrative controls, shall be implemented to reduce and maintain employee exposure to silica at or below the PEL, to the extent that such controls are feasible.

Where all feasible engineering and work practice controls that can be instituted are not sufficient to reduce employee exposure to or below the PEL, such controls shall be used, nonetheless, to reduce employee exposure to the lowest feasible level (and in conjunction with respiratory protection).

Respiratory protection shall be selected based on guidance in OSHA 29 CFR 1926.1153 Table 1.

When using mechanical ventilation to control exposure, regularly evaluate the system's ability to effectively control exposure.

If administrative controls are used to limit exposure, establish and implement a job rotation schedule that includes employee identification as well as the duration and exposure levels at each job or workstation where each affected employee is located.

A written compliance program shall be established and implemented prior to the start of operations within the scope of this Written Compliance Plan. The written program shall outline the plans for maintaining employee exposure below the PEL.

Maintain all surfaces as free as possible from accumulations of silica. Select methods for cleaning surfaces and floors that minimize the likelihood of silica becoming airborne (such as using a HEPA vacuum).

If vacuuming is the method selected, specialized vacuums with HEPA filtration are required. Methods to use and empty vacuums in a manner that minimizes the reentry of silica into the workplace shall be described and used. Use of household vacuums with HEPA filters are not allowed at any time for the collection of dust or debris that contains silica.

Never use compressed air to remove silica from any surface unless it is used in conjunction with a ventilation system designed to capture the airborne dust created while using the compressed air.

Employees shall not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in any areas where exposure to silica is above the PEL (in other words, regulated areas).

Do not allow employees to leave the workplace wearing any protective clothing or equipment that is required to be worn during their work shift without HEPA vacuum removal of dust.

Where feasible, install shower facilities and require employees who work in regulated areas to shower at the end of their work shift. Also provide an adequate supply of cleaning agents and cleaning towels.

Provide hand washing facilities for use by employees working in regulated areas. Furthermore, require employees to wash their hands and face at the end of the work shift and prior to eating or entering eating facilities, drinking, smoking, or applying cosmetics.

Eating facilities or areas shall be provided for employees working in regulated areas. These facilities shall be maintained free of silica contamination and shall be readily accessible to those employees.

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Personal Protective Equipment (PPE)

Respiratory protection must be used for the following conditions:

- During periods when employee exposure to airborne silica exceeds the PEL
- For work operations where engineering and work-practice controls are not sufficient to reduce employee exposure to or below the PEL
- During periods when respirators are required to provide interim protection while conducting initial exposure assessments

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## D-14

## ABESTOS AWARENESS

References

*OSHA 29 CFR 1910.1001* *OSHA 29 CFR 1926.1101* *NYSDOL CODE RULE 56*

### D-14.1 – Purpose

This program is designed to regulate and protect employees of the Town of Irondequoit from exposure to all forms of asbestos while working within a building structure which is known to have or potentially has asbestos and where asbestos fibers could become airborne and inhaled or ingested by an employee.

### D-14.2 – Duties

**Town of Irondequoit –** When work is to be conducted by the Town of Irondequoit, or at one of its facilities, the town shall identify the presence, location and quantity of asbestos containing material (ACM), and/or potential asbestos containing material (PACM). This information will be conveyed to all the contractors, employers and employees present and working at the site. Details of the procedures are included in this program.

**Supervision –** Supervisors will be responsible for protecting the employees from potential exposure to asbestos. Supervisors will have full knowledge of the work site regarding the existence or potential existence of asbestos in floor tiles, insulation, coatings, roofing materials, siding shingles, sealants, pipe insulation, etc. This knowledge will be gained through town records, engineering reports, history of specific buildings (through construction methods, age, materials, etc.), type of work being completed, past or current abatement work, experience, training, etc.

Supervisors shall take the necessary steps and precautions as outlined within this program to fully protect the employee. These methods will include verification of effective engineering controls, use of personal protective equipment and proper training of the employee.

**Employee –** When working at a project site that has the potential to have airborne asbestos fibers, the employee shall abide by all regulations as included in this program and as directed by their responsible supervisor. Employees shall be trained in all aspects of this program.

### D-14.3 – General

Asbestos fibers enter the body by inhalation of airborne particles or by ingestion and can become embedded in the tissues of the respiratory or digestive systems. Years of exposure to asbestos can cause numerous disabling or fatal diseases. Among these diseases are asbestosis, lung cancer, mesothelioma, and gastrointestinal cancer.

### D-14.4 – Definitions

Asbestos – Includes chrysolite, amosite, crocidolite, tremolite, asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

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Asbestos-containing material (ACM) – Any material containing more than one-percent asbestos.

Authorized person – Any person authorized by the employer and required by work duties to be present in regulated areas.

Class I asbestos work – Activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work – Activities involving the removal of ACM which is not thermal system insulator or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work – Repair and maintenance operations, where "ACM" including thermal system insulation and surfacing material, is likely to be disturbed.

Class IV asbestos work – Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

Critical barrier – One or more layers of plastic sealed over all openings into a work area or other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

Fiber – A particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

High-efficiency Particulate Air (HEPA) Filter – A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

Negative Initial Exposure Assessment - A demonstration by the employer that employee exposure during an operation is expected to be consistently below the PELs.

Presumed asbestos containing material (PACM) – Thermal system insulation and surfacing material found in buildings constructed no later than 1980.

Regulated area – An area established by the employer to demarcate areas where Class I, II and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

Surfacing material – Material that is sprayer, toweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

Thermal System insulation (TSI) – ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain. Thermal system insulation ACM is thermal system insulation which contains more than 1% asbestos.

**D-14.5 – Permissible Exposure Limits (PELS)**

The Town of Irondequoit shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of:

- 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA)
- 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes.

**D-14.6 – Asbestos Communication**

The Town of Irondequoit shall obtain all information pertaining to the existence or potential presence of asbestos at all town facilities from the history of the buildings or structures known conditions, and engineering reports.

All thermal system insulation and sprayed on or toweled on surfacing materials in buildings or substrates constructed no later than 1980 shall also be identified as asbestos containing. In addition, resilient flooring material installed not later than 1980 shall also be identified as asbestos containing.

The Town of Irondequoit shall make written the presence, location and quantity of ACM or PACM at the work sites within town buildings or facilities. Notification must be given to the following (or their authorized representative):

- Prospective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing such material
- Employees of the town who will work in or adjacent to areas containing such material
- On multi-employer worksites, all employers or employees who will be performing work within or adjacent to areas containing such materials
- Tenants who will occupy areas containing such material

**D-14.7 – Asbestos Contracting**

The Town of Irondequoit shall rely on the testing and monitoring of the asbestos abatement employer performing work requiring the establishment of a regulated area, or the responsible monitoring contractor for verification of airborne concentrations.

Before acceptance of a contract with an employer responsible for asbestos work at a town site, the Town of Irondequoit will verify with the potential contractor that the methods and procedures that this contractor will use will comply with standards and regulations established by OSHA, EPA, state, local and related regulatory agencies.

On multi-employer work sites, the asbestos abatement contractor performing the work requiring the establishment of a regulated area is responsible to inform the Town of Irondequoit and the site contractors of the nature of their work with asbestos and/or PACM, of the existence of and requirements pertaining to regulated areas, and the measures taken to ensure that employees of are not exposed to asbestos.

It is the responsibility of the town to obtain and understand this information and ensure that the contractors on the site are also provided with the necessary information.

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If it is believed that a department head, supervisor or employee has been exposed to asbestos due to inadequate containment of an adjacent asbestos project, the department head or supervisor shall remove employees from the area until the situation is corrected, and exposure assessment monitoring of the asbestos abatement contractor establishes the area to be safe for reentry.

When contracting a project at a town site which involves asbestos work requiring a regulated area, the Town of Irondequoit has the general supervisory authority over the asbestos work being completed.

A supervisor assigned to oversee the contracted asbestos work will ensure employee safety and determine whether the asbestos contractor is in compliance with OSHA 29 CFR Part 1926.1101. This will be completed through daily visual inspection of the critical barrier, enclosure and regulated containment methods, disposal methods, and a review with the abatement contractor and their responsible monitoring personnel. The supervisor shall require the asbestos contractor to come into compliance with the standard if anything is found to be deficient.

**D-14.8 – Asbestos or Potential Asbestos Discovery**

If, in the process of completing the required work on a project, ACM and/or PACM are discovered by a contractor or a Town employee, a supervisor shall be informed of the finding. The supervisor shall verify the finding and convey the information concerning the presence, location and quantity of such newly discovered ACM and/or PACM to the town and other contractors at the work site, within 24 hours of the discovery. All work in this area shall be discontinued and all employees removed until the area is approved for re-entry

through abatement, designation that the PACM does not contain asbestos, the use of personal protective equipment, engineering controls, etc.

**D-14.9 – Asbestos Determining Method**

In order to demonstrate that a material designed to potentially contain asbestos (PACM) does not contain asbestos, the town must complete the following:

- Conduct an inspection that meets the requirements of AHERA (40 CFR Part 763, Subpart E), which demonstrates that the material is not ACM.
- Perform tests of the material containing PACM which demonstrate that no asbestos is present in the material. This shall include analysis of 3 bulk samples of each homogeneous areas of PACM, collected in a randomly distributed manner. The tests, evaluation and sample collection shall be conducted by an accredited inspector or by certified industrial hygienists (CIH). Analysis shall be performed by a nationally recognized testing program.

**D-14.10 – Training**

Before starting work on a project that includes potential asbestos discovery or asbestos work, and depending upon the nature of the work, the responsible supervisor shall have knowledge in the following:

- identifying asbestos and materials potentially containing asbestos.

- procedures to take in case of asbestos discovery.
- health effects associated with asbestos exposure.
- methods of engineering and control.
- required personal protection
- appropriate work practices.
- monitoring methods and acceptable exposure levels.
- requirements of posted signs and affixed labels and the meaning of the required legends for such signs and labels.
- information contained in this program
- general knowledge of OSHA 29 CFR Part 1926.1101.

The employees of the Town of Irondequoit who will be working in proximity to potential or actual asbestos and/or adjacent to an asbestos project shall be trained by the supervisor on these same items before any work can begin.

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## D-15

## LEAD

References

*OSHA 29 CFR 1910.1025* *OSHA 29 CFR 1926.62*

### D-15.1 – Purpose

The Town of Irondequoit has developed this lead program to establish maximum exposure limits and the required procedures to follow regarding controls and personal protection. This program must be reviewed, revised and updated as needed, or at least every 6 months.

### D-15.2 – Duties

The town Safety Coordinator, along with applicable Supervision shall complete frequent and regular inspections of the departments, work sites, materials and equipment regarding lead.

Before an employee can be assigned a task the supervisor or department head shall identify if the task has the potential for lead exposure. If exposure potential is present, the supervisor shall implement the protection and controls listed in this program. If a job or task is newly classified or otherwise not listed in this program all preliminary monitoring and samples will be completed to determine exposure levels and necessary steps shall be taken to mitigate exposure potential. The supervisor has the option of first requiring the use of appropriate personal protective equipment without prior monitoring and testing.

Employees must understand all information contained within this program, including work tasks that potentially include occupational exposure to lead, correct PPE to use and correct use, common symptoms of overexposure, etc.

### D-15.3 – Lead

Pure lead is a heavy metal (at room temperature and under pressure) and is a basic chemical element. It can combine with various other substances to form numerous lead compounds

When absorbed into the body in certain doses, lead is toxic. Lead is absorbed into the body by inhalation and ingestion. With the exception of certain organic lead compounds, notably lead arsenate and lead azide, lead is not absorbed significantly through the skin.

### D-15.4 – Work Tasks Potentially Involving Exposure to Lead

For the purpose of this program, lead includes metallic lead, all inorganic lead compounds, and organic lead soaps. The following work tasks have the potential to expose employees to lead, therefore potential lead content must be verified, and proper procedures implemented as detailed within this program before work can begin:

- Manual demolition of structure (e.g., dry wall), manual scraping, manual sanding, and use of heat gun where lead-containing coatings or paints are present
- Abrasive blasting enclosure movement and removal

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- Power tool cleaning
- Lead burning
- Using lead-containing mortar or spray painting with lead-containing paint
- Abrasive painting, rivet busting, or welding, cutting, or burning on any structure where lead-containing coatings or paint are present
- Cleanup activities where dry expendable abrasives are used

any other task the Town believes may cause exposures in excess of the PEL (see D-15.5)

**D-15.5 – Permissible Exposure Limit**

The Permissible Exposure Limit (PEL) to lead is fifty micrograms of lead per cubic meter of air (50 ug/m), averaged over an 8-hour work day. Shorter time exposures above the PEL are permitted provided that for each 8-hour work day the average exposure does not exceed the PEL. If an employee is exposed to lead for more than 8 hours in any work day, the following formula must be used to reduce exposure as a time weighted average (TWA):

Employee Exposure (in ug/m) = 400 divided by hours worked in that day. [this should be written mathematically]

**Note:** When respirators are used to limit employee exposure to lead, the measured exposure can be considered at the level provided by the protection factor of the respirator for those periods worn. Such periods may be averaged with exposure levels during periods when respirators are not worn to determine the employee's daily TWA exposure.

**D-15.6 – Action Level**

The action level for lead, regardless of the respirator use, is an airborne concentration of 30 ug/m(3) calculated as an 8-hour TWA.

When a work task is determined to be at, or exceed the action level, the applicable department head or supervisor shall implement exposure monitoring and observing, medical surveillance, and training. All necessary engineering, work practice, and administrative controls. must be in place.

**D-15.7 – Compliance Program**

The following job tasks have been determined to have the potential for lead exposure. The following job tasks are not long-term daily operations and are completed on an occasional basis only. Initial measurement of exposure levels will be conducted with the assistance of New York State Department of Safety and Health.

**Sandblasting -** One-man remote operation

Hazard(s) Material being sandblasted must first be tested to determine lead contamination. Potential for lead particles may be present in some materials including paints.

Controls Sandblasting will be done only by employees who are trained, at regular intervals, in the potential health and safety hazards associated with sandblasting and proper use of personal protective equipment. All sandblasting will be completed outdoors with no other

employees in the area. Each sandblasting designee shall wear the positive pressure sandblasting hood, which is to be inspected at regular intervals, depending on use. The sandblasting hood shall be supplied by Grade-D air or better. The compressor supplying this air must have appropriate filtration.

**Welding –** One- or Two-man operation

Hazard(s) Potential for inhaling lead dust and fumes.

Controls All employees expected to do welding shall be trained, at regular intervals, in association with health and safety protocols as well as in the use of appropriate personal protective equipment. All welding operations shall incorporate the use of a portable or fixed work area ventilation system. The ventilation system, through the use of a flexible duct, shall evacuate welding vapor immediately around the work area. The portable version of these ventilators shall exhaust to the outdoors. The department head will evaluate the mechanical performance of the ventilation system in controlling exposure, including additional monitoring to maintain effectiveness.

**Spray Painting –** One-man operation

Hazard(s) Potential for inhalation of lead particles.

Controls It has been decided that until the Town of Irondequoit can make an investment in the appropriate equipment for spraying paint that all necessary painting will be conducted off premises by contract.

**Grinding –** One-man remote operation

Hazard(s) The potential of inhaling lead dust and particles that may be present, including in certain types of paint.

Controls All employees who are expected to do grinding shall be regularly trained in the potential health risks associated with this type of operation as well as selection and fit of personal protective equipment for this operation. A half face mask fitted with a filter cartridge designed to remove airborne duct, paint particles and lead shall be worn.

**D-15.8 – Personal Protective Equipment**

When feasible, engineering, work practice and administrative controls must initially be used to reduce employee lead exposure to or below the PEL. When all feasible controls have been established but are not sufficient to reduce employee exposure to or below the PEL, respirators must be used to supplement these controls, along with any other applicable PPE. The applicable department head or supervisor will provide necessary personal protective equipment, at no cost to the employee, and ensure its use.

The employee or designated representative may observe any monitoring of employee lead exposure and receive an explanation of the measurement procedures.

**D-15.14 - Medical Surveillance and Multiple Physician Review**

The Town of Irondequoit shall make available, at no cost to the employee, initial medical observation to employees occupationally exposed to lead at or above the action level for more than 1 day per year. For employees with exposure more than 30 days per year and who have a blood level over 40 ug/dl, full medical surveillance is required. Full medical examinations with extensive testing will be made available to those employees exposed at or above the action level for more than 30 days per year.

All medical exams must be performed by or under the supervision of a licensed physician. The Town shall provide all examining physicians with a copy of the OSHA lead standard, a description of the affected employee's duties, the employee's lead exposure level, a description of the personal protective equipment used prior to blood lead determinations, and all prior written medical opinions for the employee.

Initial medical surveillance must include biological monitoring in the form of blood sampling and analysis for lead or zinc protoporphyrin levels and conducted at an OSHA approved lab.

The tests must be performed as follows:

- At least every 2 months for the first 6 months and every 6 months thereafter for employees exposed at or above the action level for more than 30 days annually
- At least every 2 months for employees whose last blood sampling and analysis indicated a blood level at or above 40 ug/dl
- At least monthly during the removal period for each employee removed from exposure due to an elevated blood lead level.

Within 5 days of receiving biological monitoring results, the town will notify affected employees, in writing, of blood lead levels. All employees whose blood lead levels exceed 50 ug/dl must be removed temporarily, with medical removal protection benefits.

When the results of a blood lead level test indicate the level does not meet the criteria for medical removal, the town will provide a second follow-up blood sampling test within 2 weeks to confirm that removal is necessary.

The town will make available the OSHA compliant medical exams to employees exposed at or above the action level for more than 30 days per year as follows:

- At least annually for each employee whose blood level within the past 12 months was at or above 40 ug/dl
- When the employee has developed signs or symptoms commonly associated with lead intoxication
- When employee is pregnant
- When medically appropriate for employees removed form lead exposure due to sustained health risk or following a final medical determination

The examining physician must not reveal any unrelated findings to the town. The physician must advise the employee of any medical condition that requires further medical attention.

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The employee has the right to seek a second medical opinion within 15 days, following each medical exam or consultation by the town selected physician. If the findings of the second physician differ from those of the initial physician, the employee and the town must work together to see that the two physicians resolve the disagreement.

**D-15.15 – Medical Removal Protection**

The town will remove employees with lead exposure at or above the action level when:

- A periodic and follow-up blood sampling test indicates a blood lead level at or above 50 ug/dl
- A final medical determination indicates a detected medical condition that increases health risks from lead exposure

The town will return employees to their former job status when:

- Two consecutive blood sampling tests indicate a blood lead level is at or below 40 ug/dl for employees removed due to a blood lead level at or above 50 ug/dl
- A subsequent final medical determination indicates there is no longer a detected medical condition that increases health risks from lead exposure

The Town of Irondequoit will provide up to 18 months of medical removal protection benefits each time an employee is removed due to lead exposure. As long as the position/job exists, the town will maintain the earnings, seniority, and other employment rights and benefits the employee would normally receive.

If a removed employee files a workers compensation claim for a lead related disability, the town will continue medical removal protection benefits pending the disposition of the claim. The town's obligation will be reduced to the extent that the employee received compensation for earnings lost during removal.

**D-15.16 - Training**

The Town of Irondequoit will train and ensure participation by all employees subject to exposure to lead or lead compounds in accordance with the town's hazard communication standard and right to know law. Training will be held prior to initial job assignment. Training will be repeated annually, at a minimum, and must include:

- The content of the OSHA standard and its appendices
- The content of the Town of Irondequoit's lead program
- The content of the town's hazard communication / right to know program
- The specific nature of operations that could introduce lead exposure above the action level
- The purpose, proper selection, fit, use, and limitation of respirators
- The purpose and description of the medical surveillance program, and the medical removal protection program
- The engineering and work practice controls associated with employee's job assignments
- The contents of the compliance plan in effect

- Instructions to employees that chelating agents must not be used routinely to remove lead from their bodies, and when necessary, only under medical supervision
- The right to access records under OSHA's "Access to Employee Exposure and Medical Records" standard

**D-15.17 – Recordkeeping**

The town will maintain an accurate record of all monitoring and other data used to conduct employee exposure assessments, as required in accordance with provisions as regulated by OSHA and NYS Department of Labor.

**D-15.17A – Exposure Assessment**

The following must be included in exposure assessment records:

- The data, number, duration, location and results of each sample taken, including a description of the sampling procedure used to determine representative employee exposure
- A description of the sampling and analytical methods used and evidence of their accuracy
- The type of respiratory protection worn, if any
- The name and the job classification of the monitored employee and all others whose exposure the measurement represents
- Environmental variables that could affect the measurements of the employee exposure.

**D-15.17B – Medical Surveillance**

The town will maintain an accurate record for each employee subject to medical surveillance, including:

- Name and description of the employee's duties
- A copy of physicians' opinions
- Results, as supplied to the examining physician, of any airborne exposure monitoring done for representative employee
- Any employee medical complaints related to lead exposure.

**D-15.17C – Medical Removal**

The town will maintain an accurate record for each employee subject to medical removal for the duration of employment and a minimum of one year after, including:

- Name and social security number of the employee
- Date each occasion on which the employee was removed from current lead exposure and the corresponding date on which the employee was returned to former job status
- A brief explanation of how each removal was or is being accomplished

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- A statement about each removal indicating whether the reason for removal was an elevated blood level.

In addition, the town will maintain a record of any objective data relied on to determine initial exposure, if it was used in lieu of exposure monitoring, for exposure assessment purposes.

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**E-1**

**ELECTRICAL SAFE WORK PRACTICES**

References

*OSHA 29 CFR 1926 Subpart K* OSHA 29 CFR 1910 Subpart S *National Electric Code (NEC)*

**E-1.1 - Expectation**

The Town of Irondequoit's basic requirements regarding safely working with or around electricity. To assure workers that equipment, power tools and power cords have an effective, working grounding conductor for electrical safety and shock protection.

**E-1.2 - Duty**

Supervision is responsible for all aspects of the electrical program. Before work is to begin Supervision must designate that an assured grounding and/or a ground fault interrupter system protects all tools and equipment.

**E-1.3 – Design, Installation and Maintenance**

Electrical installations shall be in accordance with the National Electrical Code (NEC).

Electrical installations performed in accordance with the NEC will be in compliance with the OSHA standard that incorporates the entire NEC.

**E-1.4 – Definitions**

**Qualified person -** One familiar with the construction and operation of the equipment and the hazards involved and one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, the work, or the project. Qualified individuals are permitted to work on or near exposed energized parts and have been properly trained, including how to identify exposed live parts and their voltage and know the procedures that need to be followed when working on exposed live parts or are near enough to be at risk.

**Unqualified person -** An individual who is exposed to the potential risk of electric shock due to proximity. An unqualified person must be trained to know the risks associated with energized equipment, which tasks must only be done by qualified persons, and what procedures need to be followed to protect themselves and others when working around electricity.

**E-1.5 - Operation - General**

Employees who are not qualified electricians must be specially trained before doing any work on or around electrical systems.

Electrical equipment, tools, cords, receptacles etc. must be inspected before each use. Check each day for:

- Deformed or missing blades,
- External insulation damage,
- Indications of possible internal damage,

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- Other signs of improper conditions.

Defective components, such as damaged cords, broken plugs, broken receptacles, broken switches, etc., must be removed from service and repaired or destroyed.

All deficiencies must be repaired immediately before they can be used. These include exposed conductors, lack of guards, missing covers, open panel doors, unidentified high voltage equipment, etc.

Portable electric tools and equipment shall meet one of the following specifications:

- Double insulated type and permanently labeled as double insulated.
- Equipped with three-wire cord having the ground permanently connected to the tool frame and a means for grounding the other end.
- Connected to the power source by means of an isolating transformer or other isolated power supply.

All 120V single phase portable electric power tools, extension cords or electric lighting, when used outdoors, in wet conditions or in a construction area, shall be supplied through a ground fault interrupter unless supplied by an isolated source.

The ground fault interrupter, where required, shall be utilized as close to the power source as practical. Portable ground fault interrupters shall be tested before each use.

Electrical receptacles will be grounded, of proper amperage and configuration for the voltage utilized.

Extension cords are to be used for temporary purposes only and shall not be used as a permanent source of electricity.

Extension cords used by maintenance must have the three-conductor type with matching plug and receptacle and designed for hard or extra-hard usage.

Portable electric lighting used in wet and/or other conductive locations shall be operated at 12 volts or less. However, 120-volt lights may be used if protected by a ground-fault circuit interrupter.

Select electrical equipment based upon the types of flammable materials present at the work area. If flammable materials are present, take precautions to ensure there will be no electrical sources of ignition.

Never use a metal ladder with conductive parts.

In general, leave the electrical work to the qualified electricians. If a piece of equipment is in question about its electrical safety have it checked out by a trained electrician or person qualified in determining the condition.

**E-1.6 - Repairs**

Unless circumstances require otherwise, no repairs, component replacement, alterations or modification can be done while equipment is energized.

The electrical plug shall be removed before servicing the electrical tool including changing drill bits, changing blades, etc.

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When working on closed circuits, use tools with insulated handles and wear appropriate protective gloves. Ordinary rubber gloves, boots, shoe soles etc. shall not be used as most contain carbon and will conduct electricity. See Section B-1.0A for detailed information.

If energized equipment must be left exposed and unattended post a warning of the hazard and construct an adequate barrier or guard.

Lockout and tagout procedures must be followed at all times. Reference the Town of Irondequoit Lockout/Tagout Program Section E-2 for details regarding these procedures.

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**E-2**

**LOCKOUT AND TAGOUT (LOTO)**

References

*OSHA 29 CFR 1910.147*

### E-2.1 - Expectations

This program is designed to meet the requirements of the OSHA standard 29 CFR 1910.147 "Control of Hazardous Energy Sources" and establish rules and procedures which will protect employees from the accidental energization of equipment when performing service and maintenance on equipment or machines.

### E-2.2 - Duties

Supervision is responsible for managing this program. He/she will be responsible for training and assisting employees with locating, locking, tagging and required procedures. Specific Lockout/Tagout procedures must be developed for each specific machine before work can begin as types of equipment on site continually change and each piece of equipment is likely to have different requirements.

### E-2.3 - Scope

The Control of Hazardous Energy Sources program at the Town of Irondequoit will follow the requirements mandated by OSHA in 29 CFR 1910.147 and 1910.333, which include:

- Equipment addressed by the standard (applicable equipment)
- Responsibilities of the Supervisor, employee, and department
- Lockout device requirements
- Training required for employees
- General lockout and tagout procedures
- Machine specific lockout procedures
- Lockout and tagout rules

### E-2.4 - Definitions

Affected Employee - A machine operator or user of the equipment or system shut down by a lockout/tagout procedure.

Authorized Lockout/Tagout Director - A person designated by the Town of Irondequoit for interacting with employees to identify all systems to be locked and tagged out. They must then train and assist the other authorized employees in locating and locking these items out.

Authorized Employee - Any employee who locks out and tags or tags out a piece of equipment or system in order to perform service, maintenance, installation or replacement.

Energy Isolating Device - Any mechanical device that prevents the transmission or release of energy. These devices include valves, disconnect switches, manually operated circuit

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breakers, blocks, and any similar devices. Items such as push buttons, selector switches and related devices are not included.

Energy Source - All mechanical, electrical, pneumatic, hydraulic, chemical, thermal, or other energy sources.

Lockout - The installation of a lock and tag on an energy isolating device, in correspondence with the established procedure so as to prevent release of energy until the lock is removed.

Lockout Capability - A device is capable of being locked out if it can be held in the off position, by placing a lock or related fastener into it; if it has a built-in lock which will hold the device in the off position and if a lock can be placed on the device to hold the device in the off position without having to make permanent alterations to the devices controlling capability.

Service and Maintenance - This includes all work including installation, adjusting, constructing, inspecting, modifying and all maintenance and service work on machines, equipment or systems where the employee has the potential to be exposed to an unexpected start-up or release of energy.

Tag - A noticeable warning emblem, with the name of the employer, name of employee and date of attachment, which can be attached to an energy isolating device that indicates that the device and the system being controlled cannot be operated until the tag is removed.

**E-2.5 –Program Requirements**

Equipment Addressed by the Standard (Applicable Equipment)

The standard applies to the control of energy during the service and maintenance of all machines or equipment, which an employee must:

- Bypass a guard or other safety device
- Place any part of his/her body into the point of operation of the piece of machinery or equipment or where an associated danger zone exists during a machine operating cycle

Exceptions to this standard include:

- Work on cord and plug connected equipment for which exposure to the hazards of unexpected energization or startup of the equipment is controlled by unplugging equipment from the energy source and by the plug being under the exclusive control of the employee performing the servicing or maintenance
- Hot tap operations - When continuity of service is essential, shutdown of equipment is impractical, and documented safety and health procedures are followed

Responsibilities:

Supervision (Authorized LOTO Director) Must:

- Implement the Town of Irondequoit's Lockout/Tagout program as it applies to "affected" and "authorized" employees within their respective organizations or areas
- Ensure that "affected" and "authorized" employees follow machine specific procedures developed for their areas

- Train employees in the machine-specific energy control procedures and provide annual retraining
- Maintain a training record of authorized employees within their areas
- Notify the Safety Coordinator and ensure that machine specific procedures are updated whenever there is a change in equipment or machinery
- Ensure that each lockout/tagout device can only be removed by the employee who applied the device
- Ensure that new equipment or overhauled equipment can accommodate locks
- Adopt specific procedures to ensure safety when equipment must be tested during servicing, when outside contractors are working at the site, when a multiple lockout is needed for a crew servicing equipment, and when shifts or personnel change
- Correct any inadequacies pointed out in the annual inspection within 30 days of the inspection
- Ensure retraining is given in machine specific procedures whenever there is a change in employees job assignment, changes in machines, equipment or process that present a new hazard, or when the energy control procedure changes
- Retrain an employee whenever he/she is found to have deviated from the program procedures. Deviations and deficiencies will be identified during periodic inspections
- Refer to Section A-5.0 – Disciplinary Policy for all Disciplinary Actions

Authorized Employees Must:

- Attend training classes and pass a written exam to show he/she has knowledge in the use of the energy control procedures
- Follow the general and machine specific lockout and tagout procedures when performing service or maintenance
- Review machine specific procedures with the Supervisor before performing a lockout and tagout
- Complete a lockout and tagout permit, which informs Supervision that lockout and tagout will be in effect on a piece of equipment
- Notify all workers in the area that lockout and tagout will be performed on the equipment
- Inform Supervision of any discrepancy or problems with machine specific procedures, which need to be corrected

The Safety Committee has developed and will maintain:

- This Lockout and Tagout Compliance program
- A complete list and training record of authorized employees within the Town of Irondequoit
- A complete list of candidate machines and develop machine specific procedures in writing for the control of hazardous energy which include:

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- Preparation for shutdown
- Shutdown
- Equipment isolation
- Lockout/tagout application
- Release of stored energy
- Verification of shutdown
- Release of lockout/tagout
- Employee notification and safe positioning
- Removal of lockout/tagout device

- Provide employees with lockout and tagout training, which will include the general lockout and tagout procedures
- Define the requirements of locks and tags, which are to be used by employees

The Safety Coordinator will perform annual inspection of lockout and tagout program which will include:

- A review with the authorized employee of his/her responsibilities under the energy control procedure
- Review of the Lockout/Tagout logbook to determine if appropriate Supervisors are aware that their employees are using lockout and tagout procedures
- Annual physical inspection of Lockout/Tagout procedures and written certification that Lockout/Tagout is being implemented as required. The annual physical inspection will identify the machine or equipment on which the energy control procedure was being utilized, date of inspection, and employee using the procedure, and inspector's name. The Safety Coordinator shall retain the certification

<u>Lockout Device Requirements:</u>

All supplies required to comply with this program, with the exception of designated locks, are available in each department. Designated locks are ordered and provided to "Authorized" employees by the Safety Coordinator. If a special lockout device is needed, contact the Safety Coordinator for information on where the device may be purchased.

Locks, as follows:

- Locks will be color coded by department
- These locks shall be used only for lockout
- The lock shall be clearly identified by the employee using the lock by using an adhesive, vinyl ID label affixed around the body of each lock employed as a lockout device
- There will only be <u>one</u> key for each lock
- Master keying of Lockout/Tagout locks is not authorized

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- Locks and keys shall not be shared
- Only the employee assigned the lock shall remove locks
- If a supervisor must remove a lock, bolt cutters are to be used and only after the lock's owner has been accounted for and the work area has been cleared

Tags, as follows:

- Tags will be laminated, double sided, and display one of the following messages:
    - "DANGER DO NOT OPERATE EQUIPMENT LOCKED OUT"
    - "DANGER DO NOT START EQUIPMENT LOCKED OUT"
- The tags will have a place for the employee's name and date work began
- No less than 50-lb. tensile strength nylon cable ties will be used to attach tags to equipment

Lockout Devices

There are a variety of lockout devices available to allow locks to be placed on equipment and machinery. Each service department will have devices such as:

- Hasps
- Circuit breaker lockouts
- Ball valve lockouts
- Valve cover lockouts
- Plug lockouts
- Chain

Lockout/Tagout Permit

Permits will be kept by Supervision to track the following information:

- Job number/work order number
- Location of work
- Date
- Time started
- Time finished
- Worker's name
- Lock number

The permits are available from the Safety Coordinator.

**Training**

The Safety Coordinator, appropriate Supervision, or an outside trainer will provide general lockout/tagout training. The training will include the following:

- The purpose and function of the energy control procedure

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- Recognition of applicable hazardous energy sources
- Methods and means necessary for energy isolation and control
- Retraining will be provided when deficiencies in the program are found or when employee(s) are found deviating from the procedures
- Certification that training has been accomplished and up to date by having employees sign a roster and pass a written exam
- Additional training will be completed to inform the employee of the hazards involved with the particular equipment they will be required to service

**General Lockout and Tagout Procedures**

Whenever it is necessary for personnel to be involved in the servicing or maintenance of equipment, machines, or systems, the following procedures are to be followed.

PRE-LOCKOUT, as follows:

- Obtain a tag and LOTO Permit (Form E-2C) from Supervision or Safety Coordinator and fill in the information which is needed to complete the lockout and tagout permit
- Review the machine specific lockout and tagout procedures (Attachment E-2B) found at the back of this section. If there are questions, ask Supervision
- Obtain lockout and tagout devices and any PPE, which is needed to perform lockout safely
- Secure work area and notify other employees in that area that lockout and tagout will be in effect on the equipment

The following steps are general steps and are to be included in the machine specific procedures. These are to be followed when performing lockout and tagout.

LOCKOUT, as follows:

- Turn equipment off at the main “OFF” switch or button using normal shutdown procedures
- Place assigned lock on machine or equipment and place any other lockout device in the correct location
- Place name, date, and time work is begun on the tag and attach the tag to the lock
- Ensure area is clear and attempt to start the equipment or machinery using the "ON" switch or button. This will verify that all stored energy has been dissipated and lockout is working
- Return switch or button to "OFF" position and with a meter check all electrical to ensure electrical energy has been dissipated
- Equipment is now locked out and work may begin

POST LOCKOUT, as follows:

- When work is completed check to be sure all tools, test equipment, rags, etc., have been removed from the work area

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- Remove all lockout and tagout devices that were placed on the equipment. Check machine specific procedures to determine if the order in which they are removed is significant
- Ensure the area is clear and proceed with re-energizing the equipment
- Return tag with the date and time work was completed and record it in the lockout logbook

Machine Specific Procedures:

Machine specific procedures are to be followed by an authorized employee when performing lockout and tagout on a piece of equipment. These procedures are to be kept by Supervision and will be reviewed by the authorized employee before the work is to be performed. The procedure shall contain the following information:

- Specific statement of the intended use of the procedure
- Specific procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy
- Specific procedural steps for the placement, removal and transfer of lockout devices and the employee's responsibility
- Specific requirements for testing a machine or equipment to determine and verify the effectiveness of the lockout

The general machine specific procedures are found in Attachment E-2B at the end of this section.

The following information is required to enable the machine specific lockout and tagout steps to be written:

- Name of machine and location
- Type and magnitude of energy involved and method of control
- Type and location of energy isolation devices
- Type of stored energy and method to dissipate
- Method of verifying the isolation of energy
- Names of personnel authorized to work on equipment

Lockout and Tagout Policies

Locks and tags will be removed only by the person who placed the lock and tag initially. Removing another person's lock will result in immediate disciplinary action.

If a worker does fail to remove the lock and tag upon completion of a job and start-up is necessary, only the employee's Supervision has the authority to restart the equipment or machine. In turn Supervision must record in the lockout and tagout manual that the lock has been removed.

The Supervisor must use bolt cutters to remove the lock, and the employee must be notified lock has been removed.

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Under no circumstances is it permissible to inch or start a piece of equipment or activate a switch, which is tagged out.

When more than one trade or contractor is involved, the following is required:

Each worker will place their own lock and tag where appropriate.

A neutral lockout and tagout must also be used, preferably a supervisor.

Contractors are to be aware of the Town of Irondequoit's LOTO procedures when working with an employee, or at the Town of Irondequoit's facilities.

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**ATTACHMENT E-2A**

**The Town of Irondequoit**

**LOCKOUT/TAGOUT**

**SURVEY**

| EQUIPMENT DESCRIPTION | HAZARDOUS ENERGY SOURCES | TYPE AND LOCATION OF ENERGY ISOLATION DEVICE OR LOCKOUT/TAGOUT DEVICE |
|---|---|---|
| Air Compressor | Electrical<br>Pneumatic<br>Mechanical | Lockout electrical disconnect located above compressor |
| Fixed Electrical Equipment w/ Disconnects | Electrical<br>Mechanical<br>Natural Gas | Lockout handle type disconnect mounted at machine location. Lockout gas valve at unit. |
| Hand Tools and Portable Machinery Welders | Electrical<br>Hydraulic<br>Mechanical | Unit electrical plugs & circuit breaker locks with tags attached. |
| HVAC Units | Electrical<br>Hydraulic<br>Pneumatic<br>Mechanical | Lockout and tag appropriate electrical circuit breaker at panel and applicable valve on gas piping |
| Pressure Washer | Electrical<br>Mechanical | Shut off breaker in box on outer wall & lockout. Bleed off water pressure from lines |
| Vehicles and Equipment | Electrical<br>Pneumatic<br>Mechanical | Battery disconnect switch block & support all hoists, blades & panels before servicing with props and /or blocking. Drain air tanks and lines. Disconnect spacer plugs & gas equipment |
| Vehicular Air Chambers | Stored Energy (Pressure) | Cage all chambers w/ tool before servicing. If unit is to be replaced, render it safe by placing it in the disarming cage & cut sides with torch. |

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**ATTACHMENT E-2B**

**The Town of Irondequoit**

**LOCKOUT/TAGOUT**

**EQUIPMENT SPECIFIC PROCEDURES**

## VEHICLES

1. Remove ignition key.
2. Shut off battery switch and lockout switch.
3. Install “out of service” steering wheel cover in cab.
4. If vehicle’s hoist is raised or chassis is jacked up off of the tires, ensure that all safety props and stands are in place. In addition, the wheels that remain on the ground should be chocked.
5. If repairs require the startup of the vehicle to effect repairs, two (2) mechanics that are qualified in the operation of that vehicle shall be utilized to ensure safety of each other.
6. If work is to be done specifically on one of the following systems, any residual pressures should be bled off prior to service work starting. (Air system, hydraulic system, cooling system, brake system).

## HEAVY EQUIPMENT

1. Place controls in neutral position.
2. Turn key to OFF position, place key in pocket.
3. Put throttle in lowest of OFF position.
4. Place tag on cab door or inside near ignition switch.
5. Turn disconnect switch to OFF position and remove key.
6. Block, pin or lock bowls, aprons, buckets, bodies and blades to prevent movement during servicing or maintenance work.

## AIR COMPRESSOR

1. Unplug power cord OR place disconnect switch or breaker in OFF position.
2. Tag power cord or place lock and tag on disconnect switch.
3. Open valve and bleed air from tank.

## BUILDING ELECTRICAL SYSTEMS

1. Locate primary disconnect switch or breaker and place in OFF position.
2. Attach lock and tag to disconnect switch position.
3. Place tag on OFF/ON position.

## PRESSURE WASHER

1. Locate primary breaker or disconnect switch and place it in OFF position.

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2. Locate ON/OFF switch and tag switch in OFF position.
3. Release water pressure by turning hand valve.

**OTHER PERMANENTLY WIRED ELECTRICAL EQUIPMENT**

1. Locate primary disconnect switch or breaker and place in OFF position.
2. Place lock and tag on switch.
3. Place START/STOP, ON/OFF switch(es) in OFF position and secure tag on or near switch.

**PLUG AND CORD ELECTRICAL EQUIPMENT**

1. Shutdown equipment.
2. Unplug power cord.
3. Place tag on plug end of cord.

NOTE: This procedure is not required for equipment that is unplugged and under the exclusive control of the person performing the servicing or maintenance work.

**SHOP TOOLS AND EQUIPMENT**

1. Tag tool or piece of equipment with out of service tag.
2. Lockout circuit breaker or disconnect from electrical source prior to proceeding with repairs.
3. Notify direct Supervision of the defective tool or equipment so repairs can be made or replacement of tool if necessary.
4. No tool or piece of equipment will be put back into service once tagged until repair or replacement is completed.

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# E-2C

## Town of Irondequoit

## Lockout /Tagout Permit

Job Name: _____ Job Number: _____Date: _____

Address: _____

Equipment Type:_____ Location: _____

Authorized Coordinator: _____

Reason for Lockout / Tagout: _____

Equipment Checked to Verify Disconnect: _____

_____

_____

LOTO Supervisor: _____Employed by: _____ Phone: _

Authorized Employee: _____Employed by: _____ Phone: _

Authorized Employee: _____Employed by: _____ Phone: _

Authorized Employee: _____Employed by: _____ Phone: ___

| Tag No. | Lock/Tag Installed Date & Time | Authorized Signature | Lock/Tag Removed Date & Time | Authorized Signature |
|---|---|---|---|---|
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**F-1**

## HAZARD COMMUNICATION "RIGHT TO KNOW" PROGRAM

References

*OSHA 29 CFR 1910.1200* *12 NYCRR Part 820*

### F-1.1 - Expectation

The purpose of this program is to ensure that employees and outside contractors of the Town of Irondequoit are informed of the efforts and methods in complying with the Hazard Communication Standard, OSHA 29 CFR Part 1910.1200 and the New York State, "Right to Know" Law.

### F-1.2 - Duties

Every employee of the Town of Irondequoit will be informed of the information contained within this Hazard Communication Program (HCP); the hazardous properties of the chemicals with which they work or are exposed to; operations where hazardous chemicals are used; and safe handling procedures and measures to be taken to protect themselves while working with or around these chemicals. In addition, applicable employees will be informed of the hazards associated with non-routine tasks. The Safety Coordinator has the overall responsibility for ensuring the program is current and enforced. The program will be made available at all times for employees to review and / or to obtain a copy from his/her office. Supervision will be responsible for implementing, training, and enforcing this HCP with respect to their department.

### F-1.3 - Hazard Determination Procedures

To determine if a chemical or material to be used in a work area is included within the HCP a Safety Data Sheet (SDS) will be obtained for every chemical found at the main facility. If the SDS indicates that the chemical or material is hazardous, it will then be included in the HCP and handled accordingly.

The Safety Coordinator will retain a copy of each SDS in the master SDS file as proof of the hazard status, for emergency response and future reference.

All correspondence from chemical manufacturers, suppliers or importers stating that a particular chemical is not hazardous will be filed as proof of the chemical properties.

### F-1.4 – General

Supervision will maintain an inventory list for all hazardous materials used within their departments and work sites. The hazardous chemical list will be updated upon receipt of new hazardous chemicals.

The chemicals will be listed using the name referenced on the container label and on the related SDS. A copy of this inventory will be forwarded to the Safety Coordinator annually.

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**F-1.5 - Safety Data Sheets (SDS)**

Upon purchase of a product the purchaser shall request an SDS if applicable to the product being purchased.

Supervision will be responsible for every hazardous and non-hazardous chemical present in their department.

Upon receiving the required SDS, the applicable Supervision will provide a copy to the Safety Coordinator for review and inclusion in the master list. The Safety Coordinator will ensure that the SDS's meet the requirements of the Hazard Communication Standard (on OSHA form 174 or equivalent), that they are in English, and they are fully completed when received prior to, or at the time of receipt of the initial shipment of any material brought into the facilities or sites of the Town of Irondequoit.

An SDS cannot have any blank spaces. If no relevant information is known for a particular category on the SDS, the chemical manufacturer, or importer preparing the SDS must mark it to indicate that no applicable information was found. If an SDS is received incomplete from a supplier, the supplier will be contacted for clarification on the missing information. Documentation of phone conversations and correspondences must be maintained.

The Safety Coordinator will additionally review incoming data sheets for new and significant health/safety information and will ensure that the new information is given to the affected employees. Copies of all SDSs will be reviewed continually for completeness.

If an SDS is not provided prior to or along with an initial hazardous chemical shipment, the purchasing employee will contact the supplier by telephone and have the SDS either faxed to or sent to the Town of Irondequoit at the earliest possible time. If this time has become excessive, the vendor will be contacted by letter. If not received within 30 days after the written request PESH will be contacted in writing for compliance.

An SDS that is obsolete due to the chemical no longer being used, has been updated or replaced, will be kept in the SDS file and marked inactive.

Trade Secrets - A chemical manufacturer, importer or supplier may withhold only the specific chemical identity of a chemical. They cannot withhold health or physical effects of the chemical. The phone number of the chemical manufacturer or importer must be available on the SDS for contact in case of emergencies.

**F-1.6 - Labels and other forms of warning**

The Safety Coordinator has the overall responsibility to verify compliance of the facility regarding correct implementation of labeling hazardous chemicals. Supervision is responsible for ensuring that all hazardous chemicals in their control are properly tagged, marked, and labeled and updated as required.

All hazardous chemicals received by or shipped from the Town of Irondequoit will list the following at a minimum:

- Chemical name/identity

- Hazard Warnings
- Name and address of the manufacturer, importer, or responsible party

Supervision will refer to the corresponding SDS to verify label information. If the label is determined to be deficient when referring to the SDS, the manufacturer, supplier or importer will be contacted immediately for corrective action. The labeling system for hazardous materials delivered to the Town of Irondequoit will rely on information provided by the manufacturer, importer or supplier.

If chemicals are transferred from a manufacturer labeled container by an employee to a portable/secondary container that will be utilized immediately and is depleted by that employee during a work shift, then a label is not required on that container. Chemicals that are transferred to a portable container not intended for employees' immediate use shall be labeled with the chemical's identity and appropriate safety and health hazard information. Labels must be approved by the Safety Coordinator prior to use.

Employees of the Town of Irondequoit shall not remove or deface existing labels from incoming containers of hazardous chemicals. The Safety Coordinator will ensure that labels remain intact by conducting frequent spot checks throughout the facility.

**F-1.7 - Employee Training and Information**

Employees of the Town of Irondequoit who work with or are potentially exposed to hazardous chemicals will receive initial training on the Hazardous Communication Standard and the safe use of those hazardous chemicals. Training will be completed to ensure that all employees receive training when they are first hired.

Thereafter, per the NYS "Right-to-Know" law, Hazard Communications re-training will take place annually.

Additional training will be provided to employees whenever a new hazard is introduced into the work area. The Safety Coordinator will continually review the employee training program to ensure its effectiveness.

The Safety Coordinator shall be responsible for coordinating and verifying that Hazard Communication training has been completed. Human Resources will monitor and maintain records of employee training including names, dates, and trainer; and advise on training needs. After attending the training class, each employee must pass a test.

Employees will also be informed at the time of their initial hire orientation that a copy of the OSHA Hazard Communication Standard and a copy of this program will be available for their review. It will be found in the Town of Irondequoit Safety and Health Manual located in Human Resources.

**F-1.8 - Independent Contractors**

The Town of Irondequoit, upon notification that an independent contractor will be present at the facility, will advise contractor or contractors in person of any chemicals that may be encountered in the normal course of their work at or with the Town of Irondequoit in coordination with the Safety Coordinator the following information will be provided to contractors:

- Hazardous chemicals to which they may be exposed to while in the workplace
- Measures to lessen the possibility of exposure
- Procedures to follow if they are exposed
- Handling procedures and existing labeling system
- Availability and location of this written HCP and all SDSs

Contractors bringing hazardous chemicals into the Town of Irondequoit shall ensure that the proper hazard information including labeling and SDSs are provided to the Safety Coordinator or applicable Supervision prior to the start of the work. They will then in turn inform the employees who are potentially exposed.

**F-1.9 - Non-routine Tasks**

Employees assigned or contemplating a non-routine task (any task outside of their normal work duties) will consult with the Safety Coordinator or applicable Supervision prior to beginning work. This will ensure that these employees are properly trained to perform the task and that appropriate protective measures are taken.

**F-1.10 – Unlabeled Pipes**

Applicable employees will be trained during their initial Hazard Communication training, and whenever necessary thereafter about the hazards associated with materials contained in unlabeled pipes.

**F-1.11 – Record Keeping**

New York State Department of Labor and OSHA have implemented additional requirements regarding employee chemical exposure and program operation record keeping. The Town of Irondequoit will comply with the New York State "Right-To-Know" Law which includes keeping records for each substance for which

OSHA has established exposure standards (CFR Title 29, Part 1910, Subpart Z) and to which the employee has or potentially has been exposed to.

In order to comply with these requirements, the Town of Irondequoit will assemble files containing the name of every employee and duplicate copies (master file) of the SDS's for all products in use. This will assume that every employee is potentially exposed to every product and will meet the requirements of the law.

Employee exposure records will be kept for 30 years.

In addition, the Town of Irondequoit shall keep a file of all written materials maintained to comply with the "Right-To-Know" Law, including training materials and SDSs, for each toxic substance found in the workplace, whether or not the toxic substance is still used or stored in the workplace.

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**F-2**

## HAZARDOUS WASTE CONTROL

References

*OSHA 29 CFR 1926.25* *OSHA 29 CFR 1910.1200*

### F-2.1 - Expectation

To serve as requirements for the Town of Irondequoit regarding handling and disposal of hazardous waste including such items as used chemicals, biological and all other materials coming under the definition of hazardous waste as defined by the particular substances' Safety Data Sheet (SDS).

### F-2.2 - Duty

Supervision has the responsibility for safe and sound disposal of hazardous waste. Supervision is also responsible for implementing and enforcing compliance by employees under their jurisdiction.

### F-2.3 - Operation

Identify all waste that needs disposal within the facility and individual work sites.

All hazardous waste shall be handled as established by the Hazard Communication Standard and applicable SDS procedures. Label the containers and control them at the facility or work site.

Determine proper disposal methods for all hazardous materials. This may include obtaining a certified hazardous waste handler and disposer for required materials. Obtain proper permits if necessary.

The Safety Coordinator shall keep comprehensive records of all materials arriving at the facility. The disposition of all materials must be known including all materials which evaporate to the atmosphere, materials drained to sanitary or storm sewers, materials disposed of in trash containers and materials which become part of an installation/construction.

Communicate these requirements to all employees and parties involved at the facilities and work sites.

All waste shall be removed from the work areas on a daily basis.

Follow all the requirements as established by Federal, State and Local agencies concerning recycling designated materials.

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**F-3**

**SPILL AND RELEASE CONTROL**

References

*OSHA 29 CFR 1910.1200*

**F-3.1 - Expectation**

To serve as requirements for the Town of Irondequoit regarding prevention of spills and releases to the environment.

**F-3.2 - Duty**

It is the responsibility of Supervision for controlling spills and releases.

**F-3.3 - Operation**

Small controllable hazardous waste spills (typically 5 gallons or less) shall be handled as directed by the applicable SDSs using necessary PPE and safety controls. Only employee's trained and competent in small hazardous waste cleanup shall complete the cleanup.

Specific conditions require specific classifications and consideration (examples include highly toxic or combustible materials). Supervision shall determine if cleanup should be completed by the Town of Irondequoit employees.

Larger hazardous waste spills and spills which are considered by Supervision too risky to be handled by the Town of Irondequoit shall be controlled and cleaned up by the local fire department or other qualified emergency response agency.

When using highly hazardous materials, hazardous materials in significant amounts, or if other circumstances dictate, the Town of Irondequoit will not handle potential spills. The local fire department (if qualified) or other qualified emergency response agency shall be contacted in advance of incorporation of the hazardous material into the facility or on to the site. All pertinent information, including SDSs, shall be provided to assist in control and clean up.

When appropriate, due to project and environment requirements, affected employees of the Town of Irondequoit shall be trained in the applicable requirements of Hazardous Waste Operations and Emergency Response (HAZWOPER).

All Town facilities where fuel is dispensed shall have at least 500 pounds of appropriate absorbent material available for emergency spill control. Fuel spills must be cleaned up using approved methods. Do not flush fuel spills with water.

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**F-4**

**LABORATORY SAFETY & CHEMICAL HYGIENE PLAN**

References

*OSHA 29 CFR 1910.1200* *OSHA 29 CFR 1910.1450*

**F-4.1 - Expectation**

It is the intent of the Town of Irondequoit, and the Walter W. Bradley Water Pollution Control facility to be in compliance with the Occupational Safety and health Administration, OSHA 29 CFR 1910.1450, "Occupational Exposure to Hazardous Chemicals in Laboratories Standard".

**F-4.2 - Duty**

The Town of Irondequoit will limit employee exposure to specific permissible exposure limits (PELs), as found in OSHA 29 CFR 1910.1000 Table Z-1.

When working with chemicals the potential for dermal absorption and skin exposure shall be prevented as necessary through the proper use of good work practices and personal protection equipment (PPE) including gloves, coveralls, glasses and other applicable equipment. See BO1 sections for PPE selection. All hazardous/toxic chemicals will be handled and used in exhaust hoods. All chemicals will be properly stored in their original containers and labeled as per OSHA 29 CFR 1910.1200.

The Town of Irondequoit laboratory does not contain carcinogens or reproductive toxins.

**F-4.3 – Chemical Hygiene Officer**

An individual has been appointed the Chemical Hygiene Officer as found in the Safety Responsibility section. Since the laboratory is a one- or two-person laboratory it is not necessary to establish a hygiene committee. The Chemical Hygiene Officer will review the contents of this program prior to a new exposure situation.

**F-4.4 - Procedure**

The following procedures will be strictly adhered to:

- An outside service will be contracted with to safely remove any contaminated waste.
- Evacuations will be completed in accordance with *Section C-2 Emergency Evacuation Plan* and the Town of Irondequoit *Emergency Evacuation and Response Plan*.
- If a chemical spill were to occur, the contracted removal service will be contacted to respond to clean up the spill and decontaminate the laboratory. *See Sections F-1, F-2 and F-3* for further information.
- Provisions have been made for medical consultations and examinations in accordance with paragraph g of OSHA 29 CFR 1910.1450. The Town of Irondequoit has an occupational medicine provider under contract.

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- If there ever is a concern that exposure levels for a particular substance exceed the action level of PEL, the area will be checked, and the employees will be monitored as applicable by a Certified Industrial Hygienist.

**F-4.5 – Monitoring**

If the initial monitoring is above the action level or PEL, work in the area will be stopped and the task modified to eliminate the overexposure.

All applicable employees will be notified of the monitoring results within 15 working days after the receipt of those results.

A chemical inventory list will be kept up to date and available in the laboratory

The Town of Irondequoit will continuously review chemicals for hazards and make all efforts to find substitute chemicals to lessen or eliminate the hazardous qualities. If a chemical is found to be dangerous and cannot be substituted, safety measures will be initiated and followed to reduce the potential for employee exposure.

The Chemical Hygiene Officer is the only authorized person who can order chemicals for the laboratory.

The fume hoods will be checked periodically for flow. Each fume hood will be re-certified for use during this time. If a hood is found to be defective at any time it will be tagged and cannot be used.

**F-4.6 Training**

Training will be conducted initially and prior to new exposure situations. Content of the training shall include:

- The contents of this policy
- All employees will be trained in the Hazardous Communication/Right-to-Know standard OSHA 29 CFR 1910.1200. See Section F1 Hazardous Communications for additional information
- Training includes signs and symptoms of overexposure
- Location and how to read Safety Data Sheets
- Measures employees can talk to protect themselves
- Applicable permissible exposure limits and levels per OSHA regulated substances. For any possible hazardous chemicals that are not listed a recommended exposure limit shall be defined
- The physical and health hazards of chemicals in the laboratory
- All other applicable hazardous communications requirements

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**G-1**

# VEHICLE AND EQUIPMENT SAFETY

References

*OSHA 29 CFR 1926 Subpart O*

## G-1.1 - Expectation

Minimum requirements of the Town of Irondequoit for safe vehicle and equipment use.

## G-1.2 - Duty

It is the responsibility of the Safety Coordinator, Supervision and every Town driver to comply with all aspects of the Vehicle and Equipment Safety Program.

## G-1.3 - Operator License

Each employee must have a current valid driver license to operate a Town vehicle or motorized piece of equipment and have a responsibility for the correct and safe operation of that vehicle. State and local traffic regulations must be observed at all times. If an employee's license has been suspended or revoked it must be reported to Supervision.

## G-1.4 - Eye Examinations

The Town of Irondequoit shall accept the employee's valid NYS driver's license as proof of passing an approved eye examination.

## G-1.5 - Operation - General

Employees will not obstruct their hearing while operating a motor vehicle unless it is:

- Hearing protection approved by the Town of Irondequoit and selected by Section B-1.0B Hearing Conservation, or
- A radio headset/hands-free device required for safety-related radio/cellular communication.

When climbing into or exiting equipment, face vehicle using the 3-point contact system with any combination of 3 limbs in stable contact with the equipment.

Employees may not operate Town equipment or motor vehicles if they are taking prescription medication that impairs their ability to operate such equipment or vehicles. If employees are taking any such medication, they must report it immediately to Supervision.

No one shall operate Town equipment while under the influence of drugs or alcohol.

## G-1.6 - U-turns

U-turns will be avoided whenever possible. If a U-turn must be completed it is essential that the driver use reasonable judgment and an appropriate location.

## G-1.7 - Vehicle Backing

No vehicle is to be operated in reverse until the driver has verified that there are no people or obstructions in their path and be alert of vehicular traffic. Check all mirrors before and during backing, and when a rear window is available and unobstructed the driver must look in the direction of travel. Sound horn or other audible device prior to operating in reverse.

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If another employee is available, they must direct the driver of the backing vehicle from the driver's side, while maintaining a reasonable safe distance between them and the vehicle. Driver shall immediately stop if they lose sight of the employee.

When vehicle is equipped with backing lights and/or alarms they must be operable and used at all times while backing.

Extenuating circumstances exist in cases of backing for snow and ice control operations. Drivers are to comply with this policy with the following exceptions:

- When visibility is reduced because of severe weather conditions or darkness
- During actual snow and ice control operations on the highway.

When both above conditions exist, and the passenger cannot provide direction, the driver must proceed slowly and with extreme caution.

When a driver is operating alone, they shall first exit vehicle and verify the path in which the vehicle will be backed into is open and unobstructed.

These cases do not apply in the yard or in parking areas.

**G-1.8 - Safety Devices**

Safety devices will not be removed from equipment or vehicles for any reason other than maintenance. Equipment or vehicles shall not be operated with such devices inoperable or defective.

Emergency extenuating circumstances can occur where the non-operation of equipment can create an immediate danger to life and limb. Under these situations using good judgment and common sense, temporary use shall be allowed.

**G-1.9 - Tires**

**G-1.9A- Maintenance**

Check air pressure in every tire daily. Stand behind the tread and use a safety in-line gauge when adding air to a tire.

When excessive tire pressure is caused by the heat of overloading or speeding, do not bleed tires. Reduce the operating load or speed.

When checking air pressure, check for objects wedged between duals, mismatched duals, missing valve wheel lugs, tire cuts, abnormal wear, damaged or poor fitting rim, etc.

Deflate damaged tires immediately.

**G-1.9B – Replacing Damaged Duals**

If truck is fully loaded and one tire blows, replace both tires on the same side at the same time. The remaining inflated tire should be deflated before duals are repaired. A loaded truck tire blow may damage the other tire or rim assembly, etc. and may not be detectable. This applies only when a blowout occurs while the vehicle is operating and loaded near capacity.

Spoke wheels should never be run up onto a block to elevate the truck for the purpose of changing an outside dual. The vehicle must be jacked up under the axle to remove the weight from the wheel assembly before demounting wheels.

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**G-1.9C - Servicing Multi-Piece Rims**

Only employees designated to service multi-piece rims and who receive proper training on procedures and safety precautions are allowed to work on multi-piece rims.

A tire cage, or other restraining device, must be used for servicing multi-piece rim wheels, which is capable of preventing rim components from being thrown outside the device.

Restraining devices must be inspected prior to each use, and after accidental separation of wheel components.

Any restraining device that shows any evidence of the following defects will be removed from service:

- Cracks at welds
- Cracked or broken components
- Bent or sprung components
- Pitting due to excessive corrosion

Defective restraining devices removed from service shall not be used until repaired and inspected.

A clip-on chuck with sufficient length of hose to allow the employee to stand clear of potential trajectories of wheel components, and an in-line valve with gauge or pressure regulator preset to a desired value, shall be used to inflate tires.

**G-1.9D – Wheel Components**

Do not interchange wheel components except as provided in the rim manuals.

Inspect wheel components prior to assembly. Any component bent out of shape, pitted from corrosion, broken, or cracked shall not be used.

The mating surfaces of the rim gutter, rings and tire shall be free of dirt, surface rust, scale, or rubber buildup.

**G-1.9E – Operating Procedures**

Completely deflate tire before demounting by removal of the valve core.

Tires shall be completely deflated by removing the valve core before a wheel is removed from the axle when:

- The tire has been driven under inflated at 80 % or less of its recommended pressure.
- There is obvious or suspected damage to the tire or wheel components.

Rubber lubricant shall be applied to bead and rim mating surfaces during assembly of the wheel and inflation of the tire.

Only inflate tires when contained in a restraining device.

Tire cages are not required when the wheel assembly is on a vehicle and the tire is under inflated but has more than 80% of the recommended pressure. In this case remote control inflation is used.

If a tire is partially inflated without a restraining device for the purpose of seating the lock ring or to round out the tube, inflation shall not exceed 3 psi.

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After tire inflation, the tire, rim, and rings shall be inspected while still in the restraining device to ensure proper seating and locking. If further adjustment is required, the tire must first be deflated by removal of the valve core.

Correction of seating of side and lock rings will not be completed by hammering, striking, or forcing the components while the tire is pressurized.

**G-1.10 - Cars and Trucks**

Vehicles must be inspected by the driver daily for:

- Condition of tires and lug nuts
- Tire Pressure
- Proper operation of brakes
- Overall general condition
- Proper operation of horn
- Proper operation of lights
- Proper operation of windshield wipers and washers
- Emergency equipment, first aid kit, warning reflectors, fire extinguisher, etc.

All items must be inspected and documented on the Town Repair Form.

When a safety hazard is detected, the operator must report it to Supervision.

Seat belts, where provided, must be worn by the driver and passengers at all times while traveling in or on a Town vehicle. The New York State seat belt law is not applicable to many of the vehicles and equipment utilized by the Town of Irondequoit; however, it is strongly suggested to wear them where furnished. This includes a personal vehicle used for Town business.

Passengers may not ride in a Town vehicle except if provided with proper seats and seat belts and cannot ride in areas not specifically intended for passengers. The number of passengers must not exceed the number legally allowed to be seated.

Drivers shall maintain a proper distance between vehicles, which is typically two (2) seconds between vehicles. Good judgment must be used to re-evaluate distance based upon road conditions, weather, vehicle load, traffic volume, etc.

When parking on a grade using a vehicle with standard transmission leave the transmission in reverse gear or lowest forward gear and set the emergency brake. When parked next to a curb turn the front wheels toward it. If a vehicle is parked and left running, the parking brake must be set.

Shut off vehicle while fueling.

Smoking is not allowed in Town vehicles.

**G-1.11- Equipment**

**G-1.11A - Cranes**

Cranes and hoists shall be operated only by trained and authorized personnel.

Employees shall stay clear of the load and equipment. Do not allow anyone under the swing area unless they are guiding the load.

All employees in the area of a working crane must wear a hard hat.

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Check for clearances, overhead electrical wires, and equipment. Do not allow any portion of the unit within 10 feet of the electrical source. Cranes should be equipped with an electrical grounding device.

Check terrain and be sure footing is firm and crane is as close to level as possible. Always use machine outriggers.

Know the weight of the load to be lifted and the lifting capacity of the crane.

Loads must be hoisted and swung with boom in as vertical a position as possible. Swing must be smooth and gradual.

The operator must remain at the controls when any load is suspended.

Cranes will not be used to lift personnel or to work from a crane suspended platform.

When the crane is inspected or repaired, the boom must be lowered and placed on adequate supports. Operations must be stopped to clean, repair or lubricate.

All defects must be reported and repaired before operation. All boom welding must be done in accordance with ANSI standards.

When leaving the crane, the operator shall open all necessary switches or controls to prevent movement of the crane, and the hook must be empty and properly positioned.

Universal hand signals shall be used in the operation of cranes. One man qualified for the job will be used to signal the crane operator. The crane operator will respond to his signals only, with the exception when the emergency “STOP” signal is given.

**G1.11B – Loaders, Dozers and Rollers**

Loaders, dozers, and rollers shall be operated only by trained and authorized personnel.

Use the seat belt at all times. Do not mount or dismount a moving vehicle. No person shall ride on the machine or use a bucket loader as a work platform.

Work up and down slopes. Avoid side hill operation whenever possible. Keep loaders on as level ground as possible when loading.

When operating an articulating loader keep the wheels straight as possible when load is elevated.

Do not overload. When transporting a load, do not start or stop quickly and keep the loaded bucket as low as possible for stability and without blocking operators view.

**G-1.12 - Hazard Vehicles**

**G-1.12A - Plows and Plowing Procedures**

All plowing equipment will be inspected daily including cables, chains, rims, welds, shoes, the cutting edge, etc.

Wing safety chains must be hooked when the vehicle is parked or lower plow blades and wings to the ground.

**G-1.12B - Hopper Installation**

Hopper spreader will be installed in the dump body, which will allow uniform spacing to attach and secure the tie downs.

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Lock the dump body tailgate latch.

Connect all electrical and spreader controls.

Connect all hydraulic hoses and check for leaks.

Reverse procedure for hopper spreader removal.

**G-1.13 - Material Handling and Loading**

Loads must be properly secured at all times and for trips of any length. Doors must be closed and latched before a vehicle is moved. Loose material or debris must be covered.

Any vehicle loaded with material extending four (4) feet or more beyond its rear must be provided with a 24” x 24” red flag during the day and with a red light at night, fastened on the extreme rear end of the load.

Check the condition of the vehicle and trailer before loading. Inspect the wheel lugs, nuts and rim position. Inspect for loose or weak planks in the trailer bed; worn air hoses; bad links in binding chains; etc.

Always check the height of the equipment being moved.

When moving heavy loads with slings, wire rope, nylon straps etc. they should have closed hooks or safety latches. Inspect wire ropes, cables, slings and lifting equipment once a week and/or immediately before use.

**G-1.14 - Winter Driving**

Common sense and a basic knowledge of safe winter driving must be utilized when operating a vehicle during snow and icy road conditions. Even with the lights working always assume the other driver cannot see you in bad weather and drive accordingly.

Winter Driving Checklist:

- Antifreeze level & condition
- Wipers & Washers
- Brake adjustment
- Tire condition and inflation
- Vehicle light conditions
- Fuel level
- Heater and Defroster operation
- Exhaust system conditions
- Chain conditions
- Personal emergency equipment

Before driving, get ice off the windows, mirrors, and lights. Verify usage of winter snow wiper blades. Verify tread on tires and tire inflation. Tires should be replaced at the beginning of the season if tire tread is unacceptable.

When proceeding on an ice- or snow-covered road, ease into the throttle and verify the amount of traction. Never accelerate or decelerate suddenly when coming to a stretch of ice on the road. As temperatures rise, ice will become more slippery. Depending on temperature, braking distance on ice could be extended five to ten times. Compensate by reducing speed by one-third. Gear down on long grades or use engine break where applicable. Slow down when driving a truck through a curve on ice.

For vehicles that are not equipped with Anti-lock brakes (ABS) only - When breaking on ice, rapid pumping of the breaks is the safest way to stop and preserve steering control. Remember that steering is more important than braking when trying to recover vehicle control in slippery conditions.

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**G-1.15 - Disabled Vehicles and Emergency Repairs**

If a vehicle becomes disabled, the driver must park it as far off the pavement as possible and turn on flashers. The driver of the disabled vehicle shall avoid getting out on the driver's side. When this is not possible, they should check for traffic and exit quickly, closing door behind them.

Place flares or other emergency reflective warning devices at least 200' to the rear of the vehicle to warn oncoming traffic and 300' where sight distance is limited.

Unless qualified, do not make repairs (including changing a tire) to the disabled vehicle. If repairs are made set emergency brake. If another employee is available, they should spot and/or flag to caution traffic.

If the vehicle running lights are inoperable the vehicle will not be operated on the highway under its own power unless it will be followed by another vehicle displaying flashers and warning lights.

**G-1.16 - Accident Investigation & Reporting**

Each accident, regardless of whether it results in a personal injury or property damage, should be investigated to determine the actual cause and to take proper action to prevent a recurrence. The investigation should be conducted as soon as possible to get the most accurate information. A police report must be taken any time a town vehicle is involved in an accident with anyone or anything other than another town vehicle or equipment.

When an accident occurs, immediately take all necessary emergency steps to prevent further injury or damage. Administer first aid as needed following Basic First Aid Procedures.

Immediately notify the Safety Coordinator and immediate Supervision for the department. They will then contact another member of the Safety Committee to assist in the investigation. The Safety Coordinator will initiate the inspection of the area and take pictures of the incident. All physical evidence available must be kept and recorded. The Safety Coordinator and a member of the Safety Committee will interview those involved and any witnesses, then file a completed accident/incident report with the Human Resources Department with a copy to the Safety Committee for review. Maintain a fact-finding approach. Do not attempt to place blame.

If a vehicle is involved and anyone is transported in an ambulance, the employee will be sent to the Town's contracted medical service provider for a drug test. The employee must also file a "DRIVER" report as defined by the Town of Irondequoit's administrative policies.

The Safety Coordinator will request a copy of the police report. A copy will be forwarded to the Finance Department which will forward a copy to the Town's insurance company. Supervision or their designee will prepare and file insurance form with the Finance Department.

Analyze the incident to determine the cause or causes. Determine what unsafe conditions and/or acts contributed to the incident.

Create a plan of corrective action with immediate Supervision. Assign and take corrective actions to rectify the cause of the accident, if possible. Prioritize the corrective actions to

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be taken due to the severity of the accident. All aspects must be rectified as soon as possible.

Keep accurate records and file them at the Human Resources Department. The report should include information on the accident, the injury or damage, the corrective action taken and the time the corrective measures were implemented.

Review of accidents will be done periodically. This review will aid in the discovery of possible repeat contributors who may need retraining in certain areas, problem areas that need special attention, or trends that indicate the requirement of additional safety methods.

## G-1.17 – Fleet Safety

### Purpose

Town of Irondequoit recognizes that our employees are our most valuable asset and the most important contributors to our continued growth and success. Our company is committed to reducing workplace accidents and providing a safe working environment for all employees. We value our workers not only as employees but also as human beings who are crucial to the success of their families, the local community and our company.

Motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, many of which are uncontrollable. The purpose of Town of Irondequoit's Fleet Safety program is to eliminate unnecessary injuries and fatal circumstances by reducing those factors that we can control.

To further this goal, our Company has developed a Fleet Safety Policy effective upon adoption of Town Board Resolution 2026-126, May 19, 2026,. The Program will consist of six components: recruitment, job requirements, training, preventive maintenance, accident investigation and company vehicles for personal use. This policy applies to all candidates for employment as well as all current employees.

### Recruitment:

Town of Irondequoit focuses its initial efforts on driver selection through a variety of resources, beginning with the job application. The application will require a prospective employee to do the following:

List past driving experience, employers, and types of vehicles driven.

Notify Town of Irondequoit of any motor vehicle violations for at least the last **[3]** years.

List references.

Driver selection will be made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR) and a negative drug screen. Authorizations will be obtained to contact prior employers and personal references.

MVRs will be requested upon completion of a satisfactory interview and periodically thereafter at a minimum of at least once per year. Management reserves the right to use its discretion in determining an unsatisfactory MVR. An excessive number of violations in the past three years will be grounds for an unsatisfactory MVR prohibiting hiring of a prospective employee or possible termination and/or disciplinary actions of an active employee.

### Drug/Alcohol Testing:

Initial and periodic random drug and alcohol testing is mandatory. Testing will be conducted by a licensed medical facility designated by Town of Irondequoit. Any positive results will be grounds for

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termination. Driving under the influence of alcohol or any other illegal substances will be grounds for termination.

**Job Requirements:**

All positions requiring regular driving require a written job description to include main duties, functions and the necessary physical requirements required to perform all associated tasks:

All prospective employees will be required to undergo a physical evaluation

If required, candidates must pass a Department of Transportation (DOT) physical evaluation

Results of the physical evaluation will be compared to the necessary physical requirements

In some cases, Commercial Drivers Licenses are required per regulatory agencies.

As part of the recruitment process, prospective employees may be required to complete a road test. Active employees will participate in periodic road tests for training purposes. Tests will be conducted by Human Resources and/or management and will cover a variety of driving criteria. The road test will require prospective and active employees to safely and competently complete tasks associated in the following categories:

- Pre-trip Inspection
- General Vehicle Operation
- Fifth wheel connection
- Backing and parking
- Turning
- Passing
- Railroad crossing

Results of the road test will be shared with prospective and active employees at management's discretion.

**Prohibited Behavior**

Use of company vehicles is a privilege. Behaviors that result in suspension or permanent loss of driving privileges include the following:

Driving while under the influence of drugs or alcohol

Negligent homicide

Operating a vehicle with a suspended license

Using a motor vehicle for commission of a felony

Aggravated assault with a motor vehicle

Reckless driving

Hit and run

**[3]** convictions for moving violations in any three-year period

Use of a company vehicle without authorization

More than one preventable accident involving personal injury or property damage in any three-year period

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**Training:**

New-hire and periodic training is required. All employees are expected and required to actively participate identifying training needs as well as program development. Programs will consist of classroom and on-the-road modules. Training will focus on but will not be limited to defensive driving techniques and behavior modification.

Town of Irondequoit will monitor driver habits to identify potentially unsafe driving habits that require additional training and/or disciplinary actions. We will use ride-along training combined with statistical data focusing on accident types and frequency to identify areas of improvement. Three accidents or moving violations in a one calendar year period will require review with a supervisor to determine what, if any, disciplinary action is needed and to identify possible training opportunities. Employment may be jeopardized if accident frequency is above the required norm with no concentrated efforts being made for improvement.

**Requesting and Retrieving a Vehicle:**

As much in advance as possible, and no later than 5 days before the pick-up date, employees must complete a vehicle request form with reason for vehicle use, places traveling, time of pick-up and drop-off, and supervisor's signature, and return it to Auto Mechanic Foreman. Vehicle pick-up and drop-off times should be estimated as accurately as possible to allow for proper accommodation of other employees.

If an employee no longer needs to use a reserved vehicle, the employee should give notice as early as possible to Auto Mechanic Foreman.

On the scheduled date and time of pick-up or drop-off, employees should respect the time the vehicle has been reserved and give ample notice should that time change.

**Basic Vehicle Operation Guidelines:**

Employees are expected to treat company vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the company. The following are basic vehicle operation principles to which employees are required to adhere:

- Always use seat belts.
- Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.
- Respect speed limits and traffic signs. Follow all traffic signals.
- Always lock the vehicle and apply the parking brake when getting out, even if it remains in sight.
- During long trips, take breaks every four hours. Never drive more than 10 hours during a 24-hour period.
- Avoid driving past midnight.
- Avoid driving in dangerous conditions, including drowsiness and inclement weather.
- Remove any trash or personal items before returning the vehicle to Town of Irondequoit.

**Traffic Violations**

Town of Irondequoit is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the employee's responsibility, even if the ticket is issued while conducting business for Town of Irondequoit.

**Refueling Guidelines**



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Vehicles should be refueled when the meter reads ¼ full. Retain receipts proving the purchase of gasoline and record mileage with each gasoline purchase. For your safety when operating a vehicle, follow these guidelines:

- Turn off the vehicle's engine while refueling.
- Never smoke, light matches or use lighters while refueling.
- Do not get into the vehicle during refueling, as this presents a flash fire hazard.
- Do not overfill or top off the vehicle's fuel tank. The fuel dispenser shuts off automatically when the tank is full.
- Never force the hold-open latch on the gasoline pump with any means other than the latch provided.

**Distracted Driving**

Town of Irondequoit is committed to employee safety, and for this reason firmly prohibits all behavior that distracts employees while they are operating a company vehicle. General guidelines for behavior while driving are as follows:

- Use of cell phones while driving is strictly prohibited: This includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, email, MMS, Internet use and camera use.
- Use of electronic devices (including laptops, PDAs, cameras and pagers): While driving is strictly prohibited unless specifically outlined below.
- Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.
- Passengers making or taking calls for the driver is permissible provided the interaction does not affect the driver's performance.
- Regular callers must be informed that you will not be available while driving and should be notified of the best times to call based on driving schedule.
- Employees who receive calls from co-workers who are driving are obligated to ask that the co-worker call back at a more appropriate time.

**Headset/Hands-free Use**

Town of Irondequoit prohibits the use of hand-held mobile devices while driving. Using a hand-held mobile device means using at least one hand to hold the mobile device, dialing a mobile device by pressing more than a single button or reaching for a mobile device in a manner that requires the driver to maneuver so they are no longer in a seated driving position, restrained by a seat belt. However, the use of headsets or hands-free devices while driving is permissible if:

- The device is preapproved by the company for use.
- Use of the device does not cause distraction (for example, fiddling with the device or taking eyes off the road to get it to function properly).
- Any dialing or use of the handset requires a single button.
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
- Conversations do not interfere with the driver's ability to drive safely.
- Road conditions are generally good and do not threaten the driver's safety.

**Emergency Calls**

The only exception to the cell phone use guideline is calls placed to 911. If placing or accepting an emergency call, it should be kept short with a hands-free option if available. The vehicle should be



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pulled over if possible.

### GPS Systems

Town of Irondequoit understands that sometimes, especially when traveling in unfamiliar areas, drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Employees must adhere to the following:

- Mounted GPS systems may not block or obstruct the driver's view in any way.
- GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions.
- Employees may not program the system while in motion.
- Programming or otherwise engaging with the GPS screen may only occur while stopped or while pulled off the road.

### Audio Devices

In some cases, worrying about music selection or touching dials and buttons on the radio or audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under Town of Irondequoit policy. Town of Irondequoit allows employee use of personal, portable audio devices, because we do not want to eliminate employees' ability to enjoy music while behind the wheel. However, employees must follow these guidelines:

- Employees may not take eyes off the road to adjust music settings.
- Programming music settings while stopped, pulled off the road or before departing is permissible behavior.
- Employees may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones. Not only is it illegal in most states, it also impedes the driver's ability to properly hear warning signs, signals or sirens.

### Preventive Maintenance:

To maintain the safety and integrity of the vehicle, Town of Irondequoit will provide the necessary resources to ensure all vehicles are operating properly. All routine motor vehicle maintenance will be done according to the manufacturer's specifications. Critical components that must always be controlled, maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers.

### Pre-trip Inspections

Employees are required to conduct pre-trip vehicle inspections. Any unsatisfactory result requires a Fleet Hazard Identification form to be completed and forwarded to an employee's immediate supervisor. Thereafter, the identification form will be forwarded to the maintenance department to confirm the equipment malfunction, complete repairs, and sign off on the completed identification form.

### Placing a Vehicle Out of Service

The fleet administrator must conduct thorough post-trip vehicle inspections to ensure the vehicle's safety for its next driver. When a defect in the vehicle is found that qualifies it as unfit, unreliable or unsafe for ordinary use, the fleet administrator must immediately take the vehicle out of service and fill out the Fleet Hazard Identification Form indicating the nature of the defect. The form should be forwarded to the maintenance department to confirm the defect and repair it if possible.

### Vehicle Inventory

Auto Mechanic Foreman will be responsible for maintaining a database of each vehicle's make, model,

department, VIN number and license plate number. Auto Mechanic Foreman will also manage and update a log for each vehicle including its location at any given time and the person who is driving it. The administrator will also take inventory of any minor defects or needed repairs, and schedule needed maintenance work as appropriate.

**Accident Investigation Procedures:**

Town of Irondequoit realizes some accidents are unpreventable. Drivers should seek medical attention immediately, if necessary. Supervisors and drivers will be trained in post-accident procedures to secure the details of the accident and document the damage. Providing detailed facts of the accident will help our insurance carrier deter fraudulent third-party insurance schemes.

All vehicles will be supplied with an accident claims kit, a pen and a disposable camera.

Drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued and all other relevant information. Pictures should be taken to document the extent of damage to all vehicles involved.

Once this information is secured, the driver is to report all accidents immediately to the dispatcher and/or supervisor. If the vehicle is inoperable, arrangements need to be made for towing and delivery of cargo, if necessary. Hazmat operations, containment and cleanup will be coordinated by dispatcher, supervisor and/or driver.

**Company Vehicles for Personal Use**

Personal use of company vehicles is prohibited without prior permission from management. If permission is granted, the employee assigned to the vehicle will be the only driver allowed to operate the vehicle. In all other cases, use of the company vehicle is limited to travel to and from work and work-related events. Any errand or travel that is not directly work related is considered personal travel. The vehicle is not to be used for personal or entertainment purposes. Employees are expected to use their discretion.

**Prohibited Behavior**

Use of company vehicles is a privilege. Behaviors that result in suspension or permanent loss of driving privileges include the following:

- Driving while under the influence of drugs or alcohol
- Negligent homicide
- Operating a vehicle with a suspended license
- Using a motor vehicle for commission of a felony
- Aggravated assault with a motor vehicle
- Reckless driving
- Hit and run
- [3] convictions for moving violations
- Use of a company vehicle without authorization
- Three or more major traffic violations
- More than two preventable accidents involving personal injury or property damage in any three-year period

**Specialty Vehicles**

Golf carts and other specialty vehicles (including scooters, mules and quad vehicles) in use on Town of

Irondequoit property to move people and materials around the facility require specific precautions:

- Vehicles must travel at an acceptable speed, slowing down in wet or slippery conditions.
- Vehicles must yield to pedestrians.
- Vehicles must keep to designated paths and roadways, staying off major streets. Carts may not block traffic paths where parked.
- Vehicles may not carry more passengers than the cart is designed to accommodate. If the vehicle is equipped with seat belts, they must be used.
- All passengers must keep hands, feet and other body parts inside the vehicle.
- The driver must be aware of surroundings, paying attention to driving signs and warnings, even if they are directed at autos and listening for warnings like emergency vehicle sirens, children playing or other vehicles.
- Adhere to all applicable traffic laws.

**Police Vehicles (Emergency Vehicles)**

Training and operation of Emergency Vehicles by Police Officers will be governed by the General Orders of the Irondequoit Police Department.

**Public Works Vehicles Requiring a Commercial Driver's License**

Any vehicle requiring a Commercial Driver's License (CDL) of any level to operate will be governed by

Training will be governed by the Federal Motor Carrier Safety Association guidelines as adopted by New York State in 2017.

Any Public Works employee operating motor vehicle equipment for Snow & Ice Removal must successfully and safely complete and pass a third-party evaluation.

Vehicles requiring special licensing shall only be operated by qualified operators.

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**G-2**

**WORK ZONE PROTECTION AND TRAFFIC CONTROL**

References

*Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD)*

**G-2.1 - Expectation**

To provide the employees of the Town of Irondequoit with a consistent, easy to use guide for the setup of work zones and ensure a safe operating area for employees as well as the general public. Assures compliance with the requirements of the Federal Highway Administration (FHA) National Manual on Uniform Traffic Control Devices (MUTCD).

This policy is not all-inclusive for traffic control. For more detailed information and procedures regarding traffic control and protection, employees shall reference the MUTCD.

New York State utilizes the Federal MUTCD which is fully incorporated by reference into this policy. Hard copies can be obtained. In addition, The MUTCD can be accessed at https://mutcd.fhwa.dot.gov/index.htm

**G-2.2 – Scope**

This policy is written to cover work activities in or on Town owned roads and right-of-ways. This policy is not for all situations. Common sense and specific job site restrictions may require modification to these procedures. However, those situations will be the exception and not the rule. During the planning stages of all projects, considerations are to be made to adjust the routine procedures, if needed, to maintain work zone safety. Notations are made to cover the required procedures for State and County roads/right-of-ways. These are only minimal guidelines to alert the public, create safe work zones and perform the work required as a result of maintenance, repairs or replacement of highways, drainage systems, sewer systems and water conduit. Departments within the Town who are engaged in activities on roads/right-of-ways will use this policy.

**G-2.3 – Duties**

Supervision shall ensure that every employee assigned to work zone protection and traffic control is trained and competent for that task. Employees assigned a task for work zone protection and traffic control (ex. flag person) should have good judgment, be alert, be decisive, and be reliable to perform effectively and efficiently.

**G-2.4 – Definitions**

Traffic Cones - 28" cones with reflectorized collars will be the minimum size used by the Town to channel traffic. Some 36" cones will be available for work on State and County roads per their requirements. Cones are to be used to channel traffic only.

Barrels/Drums - 40" tall plastic orange rectangular shaped barrels with reflective striping will be used by Town employees to alert motorists to the presence of road hazards and occasionally to channel traffic. (i.e.: collapsed catch basins, sinkholes etc.) Barrels when placed will be weighed down at the base to keep them upright.

Barricades - Wooden sawhorse design, painted orange with reflective striping barricades will be used to guard excavations, close roads, alert motorists to road hazards and span areas that are too large for barrels alone.

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Sign Package - Consists of four (each) 36'X 36" fluorescent signs with spring bases. Each set will consist of the following: men working, lane closed, flag person and work zone ahead. Reflectorized signs are required for night work. Two sets of 48" X 48" fluorescent signs will be available for State highway use.

Note: Where the color orange is required, fluorescent red-orange or fluorescent yellow-orange colors may also be used. The fluorescent versions of orange provide higher conspicuity than standard orange, especially during twilight.

**G-2.5 - Required PPE for Work Zones**

For daytime work, the flagger's vest, shirt, or jacket shall be either orange, yellow, yellow-green, or a fluorescent version of these colors. For nighttime work, similar outside garments shall be retroreflective. The retroreflective material shall be either orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 300 m (1,000 ft). The retroreflective clothing shall be designed to clearly identify the wearer as a person. Hardhat, safety glasses, hearing protection (plugs or muffs) and leather gloves with liners will be used as needed. Safety shoes and proper clothing must also be worn.

**G-2. 6 - Work Zone Classifications**

The work undertaken by any public works employee shall be classified as follows with duration of work time limits to guide the classification requirements:

Vehicle Based Work Done: (duration - unlimited)

- Operations include plowing, sanding, salting, roadside mowing and street sweeping.
- Equipment required for work zone set up is vehicle lighting, beacons, hazard flashers and slow-moving vehicles signs as needed.

Mobile Work Zones: (duration - less than 1/2 hour)

- Operations include removal of debris from roadway, operation of water valves, flushing hydrants, sign maintenance, lawn damage repairs (hand work only), stakeouts, roadside pickup, manhole checking, site inspection and cold patching.
- Equipment required for work zone set up include vehicle lighting, beacons, hazard flashers and a taper of traffic cones behind parked vehicles to channel traffic. Use of “men working” signs is optional. If work expands beyond the initial area or covers a long stretch of road, personnel are to wear required PPE.

Slow Moving Work Zone: (duration - longer than 1/2 hour through end of work day)

- Operations include paving, surface treating, slurry seal, crack filling and pothole patching on roadway.
- Equipment required for work zone set up include vehicle lighting where appropriate, sign package, flag person(s), optional road closed signs. “Men Working” signs will be used at all times. Personnel to wear required PPE.

Short Duration Work Zones: (duration - one day/possibly into following day)

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- Operations include excavation, setting forms, patching, pouring concrete, hydrant flushing (extreme cases), sewer flushing, sign installation, rebuilding catch basins, replacing hydrants, valves, water main breaks, drainage pipe repair and other similar work. Employees will work adjacent to the roadway or off-road area.
- Equipment required for work zone set up include sign packages, cones to channel traffic, barrels/barricades, warning tape, safety fence for excavation left overnight or unattended, flag person(s) with required PPE. Radio communication may be necessary if sight distance is a problem or traffic is heavy. Lighted pedestals may be required for additional warning after dark.

Long Term Duration Work Zone, (duration 48 hours or longer)

- Operations include any previously mentioned work in the short duration classification that require more time to complete such as installation of water mains, sewer mains, road construction and any other large construction project.
- Equipment to be used includes sign packages, flag person(s) and ground installed temporary signage that will eliminate the need for the required portable signs set up on a daily basis. Possible lowering of speed limit during the project as well as cones, barricades, lighted/flashing warning posts and safety fence if applicable. Personnel to wear required PPE.
- As a required minimum for all classifications that require the use of sign packages, the “men working” sign will be used. Please keep in mind the exact site location may require more than one “men working” sign to provide advance warning to the motoring public and insure the safety of all employees.
- State and County roads. Due to the requirements of both of these agencies, the FHA Manual on Uniform Traffic Control Devices will be used as a guide for setting work zones in any State or County jurisdictions. Preplanning this step will save time prior to the commencement of the job.

**G-2.7 - Flagging**

Flagging is the most important job at the worksite. Flagging is provided to protect employees and the traveling public. Flagging has received legal standing in the NYS Vehicle and Traffic Law. An employee will not be assigned a flagging task solely because they are not competent to perform other work.

The flagger’s only job is work zone protection and traffic control. He will not assist the work crew with their activities or engage in any distraction from flagging duties. A flagger must never leave his/her post until relieved by another employee.

Supervision shall be responsible for proper actions of the flagger, regardless of the distance between the flagging positions and the work area. Supervision must ensure proper training of the flagger, that the flagger is performing his/her duties properly, is properly attired and relieved regularly.

Flaggers are required to use the following equipment and personal protective gear:

- DOT compliant hard hat when exposures require
- Approved safety vest (must be reflective for night work)

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- A 24” x 24” red flag or stop/slow paddle on 5-foot staff
- Flagging at night is prohibited. Substitute red wand flashlight for flag

Flagging is required in the following traffic control situations:

- One lane is alternately used for both directions of travel
- Roadway is closed for a short period of time for specific short-term operations
- Speeds must be reduced, and traffic control devices alone are not sufficient
- Inadequate motorist sight distance provides insufficient advance warning of maintenance activity
- When needed to explain situation or alert motorists to changing conditions
- Opposing traffic flows need to be controlled at an intersection
- Setting up and removing traffic control devices
- Other situations where variable conditions require exercise of judgment

Flaggers have the following responsibilities:

- Protect workers who are performing a task
- Protect lives and property of motorists and pedestrians
- Provide a safe interchange between work operations and traffic transition
- Stop, slow or direct traffic through the work zone
- Answer reasonable motorist questions courteously and intelligently
- Always face oncoming traffic
- Provide clear direction to motorists
- Be clearly visible to traffic at all times
- Be aware of crew members and work site conditions

Whenever two or more flaggers are used to control traffic movement, communications between them are required. Multiple flagger work sites should use clear verbal signals, hand signals, radio communication, or a pilot car. Two-way radios will be supplied to communicate between multiple flagging stations if they do not have direct visual contact with each other.

Hand-signaling devices such as STOP/SLOW paddles, lights, and red flags, are used to control road users through temporary traffic control zones.

The STOP/SLOW paddle should be the primary and preferred hand-signaling device because it gives road users more positive guidance than red flags. Use of flags should be limited to emergency situations.

The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 450 mm (18 in) wide with letters at least 150 mm (6 in) high and should be fabricated from light semi-rigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with

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black letters and border. When used at night, the STOP/SLOW paddle shall be retro-reflectorized.

Option:

The STOP/SLOW paddle may be modified to improve conspicuity by incorporating white flashing lights. Two lights may be installed and centered vertically above and below the STOP legend or centered horizontally on either side of the STOP legend. Instead of the above two light arrangement, one light may be centered below the STOP legend.

Flags, when used, shall be a minimum of 600 mm (24 in) square, made of a good grade of red material, and securely fastened to a staff that is approximately 900mm (36 in) in length. The free edge of a flag should be weighted so the flag will hang vertically, even in heavy winds.

When used at nighttime, flags shall be retro-reflectorized red.

The following methods of signaling with paddles shall be used:

- To stop road users, the flagger shall face road users and aim the STOP paddle face toward road users in a stationary position with the arm extended horizontally away from the body. The free arm shall be held with the palm of the hand above shoulder level toward approaching traffic.
- To direct stopped road users to proceed, the flagger shall face road users with the SLOW paddle face aimed toward road users in a stationary position with the arm extended horizontally away from the body. The flagger shall motion with the free hand for road users to proceed.
- To alert or slow traffic, the flagger shall face road users with the SLOW paddle face aimed toward road users in a stationary position with the arm extended horizontally away from the body.

Option:

To further alert or slow traffic, the flagger holding the SLOW paddle face toward vehicles, may motion up and down with the free hand, palm down.

The following methods of signaling with a flag shall be used:

- To stop road users, the flagger shall face road users and extend the flag staff horizontally across the road users' lane in a stationary position so that the full area of the flag is visibly hanging below the staff. The free arm shall be held with the palm of the hand above the shoulder level toward approaching traffic.
- To direct stopped road users to proceed, the flagger shall stand parallel to the road user movement and with flag and arm lowered from the view of the road users and shall motion with the free hand for road users to proceed. Flags shall not be used to signal road users to proceed.
- To alert or slow traffic, the flagger shall face road users and slowly wave the flag in a sweeping motion of the extended arm from shoulder level to straight down without raising the arm above a horizontal position. The flagger shall keep the free hand down.

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Flagger stations shall be located far enough in advance of the work space so that approaching road users will have sufficient distance to stop before entering the work space. Guidelines for determining the distance of the flagger station in advance of the work space are shown in Table G-2.8. The distances shown in Table G-2.8 shall be increased for downgrades and other conditions that affect stopping distance.

Flagger stations should be preceded by proper advance warning signs. At night, flagger stations should be illuminated.

The flagger should stand either on the shoulder adjacent to the road user being controlled or in the closed lane prior to stopping road users. A flagger should only stand in the lane being used by moving road users after road users have stopped. The flagger should be clearly visible to the first approaching road user at all times. The flagger also should be visible to other road users. The flagger should be stationed sufficiently in advance of the workers to warn them (for example, with audible warning devices such as horns, whistles, etc.) of approaching danger by out-of-control vehicles. The flagger should stand alone, never permitting a group of workers to congregate around the flagger station.

At a spot constriction, the flagger may have to take a position on the shoulder opposite the closed section in order to operate effectively. Table G-2.8 may be used to determine the visibility distance for road users approaching the flagger.

At spot lane closures where adequate sight distance is available for the safe handling of traffic, the use of one flagger may be sufficient.

*Table G-2.8 - Distance of Flagger Station in Advance of the Work Space*

| Speed (mph) | Distance (Feet) |
|---|---|
| 20 | 35 |
| 25 | 55 |
| 30 | 85 |
| 35 | 120 |
| 40 | 170 |
| 45 | 220 |
| 50 | 280 |
| 55 | 335 |
| 60 | 415 |
| 65 | 485 |

**G-2.9 - Signing**

All work signs shall conform to the MUTCD, which provides information on proper location, message, distance between, sequence, and sizes for signs used for traffic control.

The colors for regulatory signs shall follow the Standards for regulatory signs the MUTCD. Warning signs in temporary traffic control zones shall have a black legend on an orange

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background, except for the Railroad Advance Warning (W10-1) sign which shall have a black message and border on a yellow background, and except for signs that are permitted in Part 2 to have yellow or fluorescent yellow-green backgrounds. Colors for guide signs shall follow the MUTCD standards except for guide signs as noted in the MUTCD.

The placement of traffic control signs and the number of signs must accommodate highway characteristics. When additional emphasis is required, duplicate signs on both sides of the road may be necessary. Signs should be placed at right angles to the direction of and facing traffic.

When a series of advance warning signs are used, they should be placed at 500 feet intervals in rural areas and 300 feet intervals in urban areas. On expressways, the advance warning distance should be increased to one-half (1/2) mile or more.

Specific Town of Irondequoit signing requirements include:

- All Town roads 35 mph or less, first sign is to be placed no less than 150 feet and no more than 300 feet from the project site
- All Town roads 35 mph to 40 mph, first sign is to be placed no less than 200 feet and no more than 400 feet from the job site
- Each site will have its own obstructions, intersections and traffic that may add increased problems. Common sense and the overall need for the safety of the crew allows for modification
- Placing additional signage will allow motorists to be aware of the job in progress in a timely manner in order to react accordingly

On certain types of operations requiring maximum mobility, large signs may be mounted on a vehicle stationed between the work and oncoming traffic. This vehicle may be the working vehicle itself.

Signs shall be properly installed and maintained. They shall remain in place only as long as they are needed. When an operation is performed in stages, signs shall be in place that only apply to the conditions present during the stage in process.

**G-2.10 - Traffic Cones and Barrels/Drums**

Traffic cones shall be orange and may be supplemented with orange flags to increase awareness. Traffic cones should generally be placed at intervals between 25 and 50 feet, and closer if conditions require.

Cones should be a minimum of 28 inches in height. 36-inch cones should be used if extra caution and visibility is needed. When using cones at night, the cones must be reflective or equipped with lighting devices. Use white or orange reflectorized bands near the top of the cone.

Cones must be used to channel traffic at the beginning of a stationary work zone where a lane is occupied by vehicles and/or personnel. Cones must be used, when conditions permit, to separate work zone and travel lane over the entire duration of the work zone.

Drums may be used for protecting long duration shoulder work. Drums shall not be set on any portion of the travel lane without advance warning signs.

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Drums shall be orange and have at least two horizontal, reflectorized white stripes, 4 to 6 inches wide. Only plastic or rubber drums may be used.

The Town of Irondequoit minimum distance for placing channeling devices:

Cones and Drums - Place one channeling device at the beginning of the work zone at the center line and add each additional one at 10-foot intervals, for each mph, in a taper fashion to the roadside in advance of the work zone.

**G-2.11 - Arrow Boards**

Arrow boards are used for additional advance warning and directional information where traffic must be shifted from one lane to another.

The arrow board should never be used on two lane, two-way roads because of the implied right-of-way they create. Arrow boards should only be used where traffic can be moved to another lane without danger of meeting oncoming traffic.

Flashing bars, without direction indication, may be used to provide additional advance warning. Care must be taken to avoid motorist confusion with other traffic control devices.

When using an arrow board, base placement on recognition distance between the arrow board and the point where drivers can first see and understand the message. The following distances shall apply:

| Recognition Distance | Urban Streets (20 - 35 MPH) | Secondary Roads (40 - 50 MPH) | Interstate (55 MPH ) |
|---|---|---|---|
| Recommended: | 725 ft. | 1,025 ft. | 1,175 ft. |
| Minimum: | 525 ft. | 750 ft. | 900 ft. |
| Arrow Board Size | | | |
| Recommended: | 3 x 6 ft. | 4 x 8 ft. | 4 x 8 ft. |
| Minimum: | 2 x 4 ft. | 3 x 6 ft. | 3 x 6 ft. |

For stationary lane closures, the arrow board may be placed in the occupied lane. The most effective placement is 100 to 500 feet upstream from the beginning of the taper.

Care should be given in placement of the arrow board to avoid motorist confusion near ramps, median crossovers, and intersections.

**G-2.12 - Shadow Vehicle**

A shadow vehicle is defined as a vehicle used to protect employees within a given work area. Shadow vehicles shall be placed between the employees in a work area and approaching traffic. When possible, a shadow vehicle should be a heavy dump truck, a stake truck, patrol vehicle or pick-up truck.

Any operation that involves occupying the pavement of a multi-lane highway shall require the use of a shadow vehicle in both moving and stationary operations.

When the situation warrants and when judged not to be an unsafe application, shadow vehicles can be used on two-lane, two-way highways. Shadow vehicles shall be used on shoulders when appropriate.

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Shadow vehicles shall be placed close enough to work crews to protect employees from vehicles straying into the work area, but far enough from the crews so if the shadow vehicle is hit, it will not impact employees in the work areas.

In stationary operations, the shadow vehicle will be left in low gear or reverse gear with parking brakes set, and front wheels shall be turned away from oncoming traffic and away from the employees in the work area.

The shadow vehicle may be loaded with sand, gravel or fine aggregate for additional protection.

If available, arrow boards shall be used in conjunction with shadow vehicles.

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**H-1**

**INSPECTIONS**

Reference

*General Duty*

**H-1.1 - Expectations**

To serve as requirements and methods for regular self-inspections.

**H-1.2 - Duties**

The Safety Coordinator is responsible for ensuring employee safety inspections are periodically completed and to complete safety inspections of areas not accounted for.

In cases where work has been contracted, a compliance inspection will be appropriate to determine if the contractor is providing a safe working environment and controls for their employees and the employees within the proximity of their work, including those of the Town of Irondequoit. Portions of the inspection checklist, which may include work of the contractor, should be completed through visual determination and communication.

**H-1.3 - Operations**

Occurrence

The facilities and work areas must be inspected as often as practicable. The inspections will increase depending upon an increase in job progress, specific critical work requirements, or at the Safety Coordinator's request.

Inspector or Delegated Inspector

It is the responsibility of the Safety Coordinator to delegate responsible competent employees to complete the inspections.

Documentation

A checklist will be used to complete the inspection. A *Corrective Action List* will also be included. These documents must be filled out by the designated inspector and a copy sent to the Safety Coordinator for recordkeeping.

Corrective Action

The corrective actions determined to be resolved at the inspection will be listed on the *Town of Irondequoit Corrective Action List*. The date that the action will be implemented and the person responsible for its implementation will be determined and listed before completion of the inspection.

**H-1.4 – Inspections**

All general inspections shall be completed using the *Town of Irondequoit Facility Inspection Checklist*.

For Excavation and Trenching Projects use the *Competent Person Excavation Inspection Checklist*.

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## Facility Safety Inspection Checklist

Location: _____ **Originator:** _____

Inspection Date: _____ **Revision:** _____

Inspected By: _____ **Date:** _____

| Directions | AR (X) | Compliant (X) | N/A (X) | Comments | Actionee(s) |
|---|---|---|---|---|---|
| **Hallways and Walkways** | | | | | |
| 1. Minimum of 60" inches of clearance in Primary hallways | | | | | |
| 2. Minimum of 44" inches of clearance in Secondary hallways | | | | | |
| 3. Hallways are not used to store boxes or other materials. | | | | | |
| 4. Emergency lighting is in working order. (Inspected Monthly) | | | | | |
| 5. No wires or cords crossing thresholds or walkways. | | | | | |
| **Exit Doors** | | | | | |
| 1. Exit doors are marked with exit signs. | | | | | |
| 2. Exit signs are illuminated. | | | | | |
| 3. Both sides of the exit door are unobstructed. | | | | | |
| 4. Fire Exit door(s) are closed and not propped open. | | | | | |
| 5. Exit doors swing in the direction of egress. | | | | | |
| **Stairs and Stairwells** | | | | | |
| 1. Stairwells are clear and not used for storage. | | | | | |
| 2. Stair treads are in good condition, no cracks or rips. | | | | | |
| 3. Emergency lighting is adequate and working properly. | | | | | |
| **Sprinklers and Fire Protection** | | | | | |
| 1. 18 inches of clearance is maintained below the bottom of the sprinkler head. | | | | | |
| 2. There is nothing hanging from or on sprinkler pipes or heads. | | | | | |
| 3. Extinguishers are properly located, mounted on the walls, inspected monthly and the gauges indicate they are fully charged. | | | | | |
| 4. Fire extinguishers are unobstructed and clearly located with appropriate signs. | | | | | |

AR = Action required  Compliant = All areas are in compliance.  N/A = Item does not apply.

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## Facility Safety Inspection Checklist

Location: _____ **Originator:** _____

Inspection Date: _____ **Revision:** _____

Inspected By: _____ **Date:** _____

| DIRECTIONS | AR (X) | COMPLIANT (X) | N/A (X) | COMMENTS | ACTIONEE(S) |
|---|---|---|---|---|---|
| 5. Pull stations are accessible and not obstructed | | | | | |
| **Chemical Safety** | | | | | |
| 1. Appropriate SDS's are available for each hazardous material stored or used in the area. | | | | | |
| 2. All chemicals have appropriate hazard warning labels attached. | | | | | |
| 3. Employees have had Hazard Communication / Right-to-Know training. | | | | | |
| 4. An updated chemical inventory is available in the area (MSDS' can be used). | | | | | |
| 5. Compressed gas cylinders are secured or tied down, labeled with contents and marked "Empty" or "Full". | | | | | |
| 6. All flammable/combustible containers and aerosol cans are stored in flammable cabinets. | | | | | |
| 7. Chemicals are properly segregated by compatibility. | | | | | |
| 8. Chemicals are stored below shoulder level. | | | | | |
| 9. Personal protective equipment is available, clean, maintained, appropriate for the job and properly used. | | | | | |
| 10. Wastes are disposed of according to the approved Hazardous Waste Control Plan. | | | | | |
| 11. Are there signs of leaks, drips, spills or residues on or around containers? | | | | | |
| 12. All contents are noted on chemical/waste containers and containers are closed when not in use. | | | | | |
| 13. Foods, beverages and condiments are consumed away from chemical use areas. | | | | | |
| 14. All chemicals used in the area are recorded on the area chemical inventory list. | | | | | |
| 15. Employees are aware of spill control and emergency response procedures. | | | | | |
| 16. Appropriate warning signs in place including – "No Smoking", "Hazardous Material" | | | | | |
| 17. | | | | | |
| | | | | | |
| | | | | | |

AR = Action required  Compliant = All areas are in compliance.  N/A = Item does not apply.

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## Facility Safety Inspection Checklist

Location: _____ **Originator:** _____

Inspection Date: _____ **Revision:** _____

Inspected By: _____ **Date:** _____

| Directions | AR (X) | Compliant (X) | N/A (X) | Comments | Actionee(s) |
|---|---|---|---|---|---|
| | | | | | |
| **Electrical** | | | | | |
| 1. Breaker boxes have all empty slots filled with spacers. | | | | | |
| 2. Breaker boxes have three feet of working clearance and are labeled indicating that three feet of clearance is necessary. | | | | | |
| 3. Outlets and junction boxes have faceplates, and no wires are exposed. | | | | | |
| 4. Extension cords are to have at least a 16-gauge rating or greater (i.e. 12, 10 gauge, etc.). | | | | | |
| 5. Breaker boxes are labeled to clearly identify what areas/operations they service. | | | | | |
| 6. All employees working with voltages greater than 50 volts have attended Electrical Safety Training. | | | | | |
| 7. Areas housing high voltage equipment and work processes are designated by signs and access to them is restricted using chains, barriers or containment systems. | | | | | |
| 8. Only **"Qualified"** personnel, per 29 CFR 1910.332, Page 770, are working on high voltage circuits and equipment. | | | | | |
| **Miscellaneous** | | | | | |
| 1. Coffee makers are not located near combustible materials. | | | | | |
| 2. Compressed air and chemical lines are marked as to content/usage. | | | | | |
| 3. All guards on machinery are in place and appropriate for the machine/process. | | | | | |
| 4. Any **special hazards** are identified and controlled (radioactive materials, lasers, UV light, RF radiation, biohazards). | | | | | |
| 5. All employees have completed appropriate area/process specific safety training. | | | | | |
| 6. Lockout/Tagout procedures for eligible devices have been developed, are readily available at the devices' location and are being implemented. | | | | | |
| 7. Combustibles are kept away from heat producing equipment. | | | | | |
| 8. Portable electric heaters are UL approved and have tip over protection. | | | | | |

AR = Action required  Compliant = All areas are in compliance.  N/A = Item does not apply.

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## Facility Safety Inspection Checklist

Location: _____ **Originator:** _____

Inspection Date: _____ **Revision:** _____

Inspected By: _____ **Date:** _____

| DIRECTIONS | AR (X) | COMPLIANT (X) | N/A (X) | COMMENTS | ACTIONEE(S) |
|---|---|---|---|---|---|
| | | | | | |
| **Other** | | | | | |
| 1. | | | | | |
| 2 | | | | | |
| 3. | | | | | |
| 4. | | | | | |
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| 6. | | | | | |
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| 10. | | | | | |

AR = Action required Compliant = All areas are in compliance. N/A = Item does not apply.

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# Town of Irondequoit

## Corrective Action Form

| Date | Inspector | Corrective Action | Assigned Responsibility | Due Date |
|---|---|---|---|---|
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**H-2**

**ACCIDENT INVESTIGATION**

Reference

*General Duty*

### H-2.1 - Expectation

To serve as the Town of Irondequoit policy for accident investigation and reporting. This policy leads to the proper action and prevention of accident reoccurrence. This investigation program is designed to assist in determining the cause of the accident, initiating corrective action and furnishes the essential data for proper record keeping.

### H-2.2 - Duty

Supervision and Safety Coordinator are responsible for determining or causing to determine the cause or possible cause of each incident. This investigation will take place as soon as the mishap has occurred, and a written report shall be completed as soon as the corrective actions are initiated. The Safety Coordinator is responsible for reviewing every accident report and evaluating it with Supervision and employees.

Employees have a duty to report accidents, injuries, and illnesses to their Supervision and/or to the Town of Irondequoit Human Resources Department as soon as possible, but no later than 24 hours after the employee becomes aware of the accident, injury or illness. The failure to report an accident, injury or illness may subject the employee to discipline, up to and including discharge and could affect the employee's eligibility for workers' compensation or disability benefits.

### H-2.3 - Operation

Each accident, regardless of whether it results in personal injury, property damage or a near miss, should be investigated to determine the actual cause and to take proper action to prevent recurrence.

For employee incidents Supervision shall contact the Safety Coordinator and initiate the incident investigation. The *Town of Irondequoit Incident Investigation Report Form* shall be used to conduct the employee investigation.

The investigation should be conducted as soon as possible to get the most accurate information.

### H-2.4 – Worksite Accident Investigation & Reporting

Each accident, regardless of whether it results in a personal injury or property damage, should be investigated to determine the actual cause and to take proper action to prevent a recurrence. The accident should be investigated by the Safety Coordinator. The investigation should be conducted as soon as possible to get the most accurate information.

When an accident occurs, immediately take all necessary emergency steps to prevent further injury or damage. Administer first aid as needed following First Aid Procedures.

Immediately notify the Safety Coordinator and immediate Supervision for the department. They will then contact another member of the Safety Committee to assist in the investigation.

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Injuries that warrant a doctor's visit – follow post-accident procedures and First Aid Administered procedures found in the Town's administrative policies.

The Safety Coordinator will initiate the inspection of the area and take pictures of the incident. All physical evidence available must be kept and recorded.

The employee involved will file an accident/incident report with the Human Resources Department.

The Safety Coordinator and a member of the Safety Committee will interview those involved and any witnesses, then file a completed accident/incident report with the Human Resources Department with a copy to the Safety Committee for review. Maintain a fact-finding approach. Do not attempt to place blame.

Analyze the incident to determine the cause or causes. Determine what unsafe conditions and/or acts contributed to the incident.

Create a plan of corrective action with immediate Supervision. Assign and take corrective actions to rectify the cause of the accident, if possible. Prioritize the corrective actions to be taken due to the severity of the accident. However, all aspects must be rectified as soon as possible.

Keep accurate records and file them at the Human Resources Department. The report should include information on the accident, the injury or damage, the corrective action taken and the time the corrective measures where implemented.

Review of accidents will be done periodically. This review will aid in the discovery of possible repeat contributors who may need retraining in these areas, problem areas that need special attention, or trends that indicate the requirement of additional safety methods.

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**H-3**

**JOB SAFETY ANALYSIS**

Reference

*General Duty*

## H-3.1 - Purpose

The Town of Irondequoit has developed this Job Safety Analysis (JSA) Program as a procedure to use for reviewing job methods as they relate to safety and to reveal unsafe practices or conditions that may have developed.

## H-3.2 - Objectives

The Town of Irondequoit has determined that by analyzing certain jobs, procedures and techniques safer methods can be developed to complete the task. Once the hazards are known, the proper solutions can be developed. These solutions may require physical changes in order to control the hazard. Other solutions may be new procedures that will eliminate or minimize hazard. All of these changes will require employee input, new training and close supervision.

## H-3.3 - Determination of Jobs to Analyze

The Safety Coordinator, at the recommendation of the Safety Committee, will select jobs for safety analysis based on the following:

- Frequency of Accidents - The greater the number of accidents associated with a job, the greater its priority claim for a JSA.
- Frequency of Lost Workday Cases - When there is past history and knowledge of the lost workday cases, priority should be established that JSAs will be developed in this area first.
- Nonfatal Cases Without Lost Workdays - As with lost workday cases, the injuries themselves prove that past recommendations to prevent recurrence have not been successful.
- Newly Established Jobs - A JSA of any new job shall be made at once. The job safety analysis will show the hazards and accident potential of the job.
- Recognition of Accident Potential - Supervision must recognize that a job has the severe potential for producing an injury. The job may have no history of accidents and injuries but where, in the opinion of management or Supervision, the potential exists.

## H-3.4 - Program Procedure

Each assignment shall be scheduled and controlled by the Safety Coordinator for implementation and completion.

The Safety Coordinator shall check on the progress of Supervision or designee on the assigned JSA.'s based on the quantity and involvement of the JSAs.

The Safety Coordinator will review, edit and integrate all first drafts of JSAs for their content and completeness. JSAs will be reviewed with Supervision or designated employee

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completing the form as needed. Poor quality JSAs may be required to be resubmitted as necessary.

All Job Safety Analyses will be completed using the *Job Safety Analysis form* available from the Safety Coordinator.

The *Job Safety Analysis form* will be completed as follows:

- Once a job is selected for a job safety analysis the job shall be broken down into the basic steps and listed in the left column of the JSA. under “Steps”. The job steps shall describe what is done and in what order without going into details of how each step is accomplished.
- Once the job has been broken down into the basic steps, each step shall be reviewed for hazards and accident potential. While observing the employee performing the basic steps of the job, the department head should be able to identify and list all hazards.
- Once this process has been completed the job must be analyzed and solutions developed using the “Safe Job Procedures” as shown on the *JSA form*.

**H-3.5 - Scheduling**

A Job Safety Analysis will be scheduled one (1) month in advance. All Supervision and affected employees will be notified at that time. Supervision or the designated employee will be assigned JSA’s in which they have the greatest job experience. The Safety meetings shall be used to control assignments and for discussion.

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# Town of Irondequoit

## Job Safety Analysis Form

**JOB TITLE:** _____

**JOB LOCATION:** _____

**DATE OF ANALYSIS:** _____

| STEPS | HAZARD | NEW PROCEDURE OR PROTECTION |
|---|---|---|
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**I-1**

**CONTRACTORS**

Reference

*General Duty*

### I-1.1 - Expectation

The Town of Irondequoit Safety Policy and the contractor's agreement shall serve as the minimum safety requirements for all contractors.

### I-1.2 - Duty

The applicable Town of Irondequoit Supervision, or designee responsible for hiring outside contractors, is responsible for gathering all pertinent safety and health information and material supplied to and gathered by the outside contractors.

The Town of Irondequoit *Contractor Safety and Health Responsibilities form* shall be attached to applicable purchase requests and contracts and signed by the contractor as their declaration to the safety and health responsibilities while working at the Town of Irondequoit and to the personnel working within that work area. The contractor must comply with these safety and health responsibilities at a minimum and enforcement of these requirements by the contractor is mandatory.

### I-1.3 - Operation

At the onset of a contracted project and before any work can begin, an insurance certificate and other related permits must be obtained from each contractor. Permits include any required by Local, State or Federal jurisdiction for which the work is being completed. All information shall be kept on file.

The Town of Irondequoit will make all Safety Data Sheets (SDS) accessible for any hazardous material that the contractor may be working with, or near which is under the control of the Town of Irondequoit. The Town of Irondequoit will also provide all other safety and health information pertinent to and related to the work to be performed by the contractor.

Every contractor must maintain a safety program consistent with or exceeding the Town of Irondequoit safety requirements. These requirements include all rules and regulations as adopted by Local, State, and Federal agencies. Compliance with these rules is required.

### I-1.4 - Contractor Safety and Health Responsibility Acknowledgement

The *Contractor Safety and Health Responsibilities Acknowledgement form* should be used as an attachment to any contractor agreement.

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# Town of Irondequoit

## CONTRACTOR SAFETY & HEALTH RESPONSIBILITIES

Each Contractor working for the Town of Irondequoit is responsible for the safety of their operations and will be required to participate in all job safety activities. These requirements include all rules and regulations as adopted by Local, State, and Federal agencies. Compliance with these rules is required. The following items are listed only as minimum requirements and are not all-inclusive.

1. At the onset of the project and before any work can begin the Contractor will provide required insurance certificate and other related permits. Permits include any required by Local, State or Federal jurisdiction for which the work is being completed.
2. Town of Irondequoit will make all Safety Data Sheets (SDS) accessible for any hazardous material that the Contractor may be working with, or near which is under company control.
3. Subcontractors must provide proof of a complete written and implemented safety program consistent with or exceeding the requirements of OSHA, PESH, DOT, EPA and other regulating agencies including Town of Irondequoit, in relation to their assigned work tasks, operations and work requirements.
4. Subcontractors must provide required Safety Data Sheets (SDS) for any hazardous material used in the performance of their work.
5. Subcontractors must provide training and monitoring for safety requirements related to work contracted to them by Town of Irondequoit.
6. Subcontractors must give instructions to all their employees about the nature of the work, its hazards, safety rules, applicable site rules and special regulations set by Town of Irondequoit.
7. If a project trailer is used the Contractor must post emergency phone numbers, OSHA poster and other applicable postings, as needed.
8. Subcontractors must furnish approved Personal Protective Equipment (PPE) in compliance with OSHA and PESH standards including hard-hats, eye protection, safety harnesses etc. Approved appropriate shoes shall be worn.
9. Subcontractors must follow all project site housekeeping rules including proper handling, storage and disposal of debris and waste. Subcontractors must establish procedures for proper storage of materials and handling of emergency situations.
10. Subcontractors must keep flammable liquids in approved secondary safety containment vessels. These liquids shall be stored in specified areas as assigned with proper firefighting equipment immediately available.
11. Subcontractors must comply with all applicable building codes.
12. Subcontractors must provide their own firefighting equipment to protect their own equipment, materials, building, storage and work areas.
13. Subcontractors must not use job made heaters. Only UL approved heating devices are acceptable with no open fires or burning.

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14. Subcontractors must report all unsafe conditions or practices, accidents or injuries immediately to the Town of Irondequoit Safety Coordinator. Each Contractor is responsible for filling out any required reports or records. Transportation of the injured party is the responsibility of the subcontractor.
15. Subcontractors must furnish all project site equipment operated by them, including trucks, cranes, forklifts, boom trucks, etc. with fire extinguishers. This equipment must meet all Local, State, Federal and site regulation codes in order to be used on a Town of Irondequoit project. Subcontractors must park their trucks, cranes, dozers and other mobile equipment in designated areas and lock them or secure them after working hours.
16. Subcontractors must block off or barricade any work area that presents a hazard such as overhead work, open holes etc.
17. Subcontractors must provide protection from slag or sparks for all welding, cutting or hot work being performed. A Town of Irondequoit Hot Work Permit must be obtained before any welding, cutting or other work producing heat or flame. Protection will include the area under the work.
18. Subcontractors must provide hand rails and toe boards on all scaffolds, work platforms, or open sided floors. Full body safety harnesses or other applicable fall protection shall be utilized for work being completed 6 feet above a lower level and comply with all applicable building codes.
19. Subcontractors must monitor any work areas, confined or enclosed spaces for oxygen and /or other hazardous gas or ventilate before employees are allowed to enter. These spaces shall be marked, and proper access maintained in and out. Daily records shall be kept of these areas. All affected employees shall be instructed as to the hazards in these areas and a proper working procedure established before entry into.
20. Subcontractors must properly shore, slope or otherwise protect any trench, cut or hole over five (5) feet deep. Access to and from these working areas must be provided within twenty-five (25) feet of where employees are working.
21. Where applicable, subcontractors must conform to the Federal Highway Administration National Manual on Uniform Traffic Control Devices (MUTCD).

**Acknowledgment**

| | |
|---|---|
| Contractor Signature | Title |
| Contractor Printed Name | Date |

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## I-2

## WORKERS COMPENSATION AND REPORTING

Reference

*Employee Handbook* *Workers Comp Law*

### I-2.1 - Expectation

Town of Irondequoit works to maintain a safe and healthy work environment, free from hazards. In the event that an employee is injured or suffers an illness as a result of work on the job, Town of Irondequoit will arrange for prompt first aid and medical service, will process the necessary claim forms, and ensure that reasonable expenses are reimbursed for genuine injuries or illnesses through Worker's Compensation.

For additional details contact the main office for applicable Town of Irondequoit administrative policies regarding specific Workers Compensation.

### I-2.2 - Reporting Incidents /Accidents and Injuries

A Town of Irondequoit employee who incurs a job-related illness or injury is required to report immediately to his/her direct Supervision.

### I-2.3 - Safety Coordinator / Supervision Responsibilities

Upon notification of a job-related injury or illness, the Safety Coordinator or Supervision will immediately arrange for the injured employee to be treated with first aid or be taken to the hospital if necessary.

After the employee receives treatment, Supervision will arrange to question the employee and witnesses regarding cause and circumstances of the injury or illness as per the procedures found in Section H-2 - Accident Investigations.

The Safety Coordinator and Supervision will investigate the cause of the incident to determine corrective action to be taken in order to avoid further injury.

The Safety Coordinator or designee will prepare a written report giving details and circumstances surrounding the injury or illness as detailed in the Accident and Investigation Report Program. The completed report must be submitted to Town of Irondequoit Human Resources Office within 24 hours after the injury or illness took place.

### I-2.4 – Human Resources Responsibilities

Upon notice of a work-related injury or illness, Human Resources will:

- Review the Safety Coordinator's or Supervisions report and discuss the case with the physician or person providing first aid or medical care to the employee.
- Determine the liability of Town of Irondequoit if any.
- Upon determination that the injury or illness is work-related, Human Resources will complete and process all necessary documents as required by New York State and the workers' compensation insurance carrier; ensure that the employee receives the necessary medical treatment, and that all claims and payments are handled efficiently.

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### I-2.5 - Questionable Liability Cases

Administration and employees shall never make any commitments or statements pertaining to Town of Irondequoit liability regarding an employee's injury or illness.

### I-2.6 Multiple Injury or Work-Related Death of an Employee

In the event that an employee dies while working for Town of Irondequoit or dies while away from work because of a work-related injury, the Safety Coordinator will notify Town of Irondequoit Supervisor, the Town of Irondequoit Attorney, and the Human Resources Department who will contact the Workers' Compensation insurance carrier immediately.

Within eight (8) hours of an accident or health hazard that results in one (1) or more fatalities, or hospitalization of three (3) or more employees, Town of Irondequoit shall report orally or electronically to the nearest office of PESH. Also, if an employee dies of the effects of an employment accident within six (6) months of that accident, the Town of Irondequoit shall report to the PESH office within eight (8) hours after learning of such death.

No statements of the cause, probable cause, or suspected cause of death are to be made to any employee, relative or representative of the deceased, to news media, or to any other person or agency until the cause of death has been determined by a legally qualified person or official body empowered to make such determinations.

If inquiries are received, they are to be referred to Town of Irondequoit Supervisor for handling.

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# TOWN OF IRONDEQUOIT INCIDENT ANALYSIS REPORT
# REPORT OF EMPLOYEE INCIDENT / INJURY

**TO BE COMPLETED BY TOWN EMPLOYEE**

Please complete and return to your department main office.

Name: _____ Email: _____ Phone: _____

Job Title: _____ Department: _____

Date of Incident: _____ Time: _____AM/PM Date of Report: _____

Incident Location: (include address) _____

What happened. Describe what took place:

_____

_____

_____

_____

Nature of injury (if any): _____

_____

Witnesses to the Incident (Provide name, address, email, phone numbers):

_____

_____

_____

What first aid was administered? (By whom: name/address, phone number and specifically, what was done): _____

_____

If no first aid was administered, explain why not: _____

_____

What safety equipment (i.e., PPE) was in use at the time of the incident?

_____

_____

Employee Signature: _____ Date:

Form Completed By: _____ Date:

Form Reviewed By: _____ Date:

☐ C-2F form sent to Payroll ☐ Witnesses Statements Attached ☐ Photographs/Diagram of Accident Attached

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## Safety Coordinator Portion

### Attach Completed Root Cause Analysis Form

Date of Form: _____ Completed by: _____

Why did it happen? Determine all the facts by studying the job and the situation involved.

_____

_____

_____

_____

What has been done so far? Recommend Action and Follow-Up:

_____

_____

_____

_____

Supervisor Responsible for Corrective Action: _____

### 3 Week Follow Up:

Date of Follow Up: _____ By Whom: _____

What action has been taken? Was the action effective?

_____

_____

_____

_____

CC: Department Head
Department Safety Coordinator
Town Safety Coordinator

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# Accident Root Cause Analysis

Check **ALL** that apply to this accident.

Date of Form: _____ Completed by: _____

| Unsafe Acts | | Unsafe Conditions | |
|---|---|---|---|
| Improper work technique | | Poor workstation design | |
| Safety rule violation | | Unsafe operation method | |
| Improper PPE or PPE not used | | Improper maintenance | |
| Operating without authority | | Lack of direct supervision | |
| Failure to warn or secure | | Insufficient training | |
| Operating at improper speeds | | Lack of experience | |
| By-passing safety devices | | Insufficient knowledge of job | |
| Protective equipment not in use | | Slippery conditions | |
| Improper loading or placement | | Excessive noise | |
| Improper lifting | | Inadequate guarding of hazards | |
| Servicing machinery in motion | | Defective tools/equipment | |
| Horseplay | | Poor housekeeping | |
| Drug or alcohol use | | Insufficient lighting | |
| Other/Notes: | | | |
| | | | |
| | | | |
| | | | |

| CORRECTIVE ACTION: | |
|---|---|
| | |
| | |
| | |
| | |
| SUPERVISOR RESPONSIBLE FOR CORRECTIVE ACTION: | |
| DATE COMPLETED: | |

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# Appendices

A. Safety and Health Regulators

B. Abbreviations, Acronyms and Terms

C. Fire Wardens

D. Employee Acknowledgement

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# Appendix A

## Safety and Health Regulators

**PESH**

Public Employee Safety and Health Bureau

109 South Union, Suite 402
Rochester, New York (585) 258-4570

**OSHA**

Occupational Safety and Health Administration Region II

130 S. Elmwood Avenue, Suite 500
Buffalo, NY 14202-2465 (716) 551-3053

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# Appendix B

## Abbreviations, Acronyms and Terms

### Abbreviations

| | |
|---|---|
| cm3 | cubic centimeter |
| CO2 | carbon dioxide |
| dBA | decibels on A-weighted scale |
| ft. | foot |
| g | gram |
| hr | hour |
| l | liter |
| lb. | pound |
| mg | milligram |
| ml | milliliter |
| mrem | milliroentgen equivalent in man |
| O2 | oxygen |
| psi | pounds per square inch |
| ppb | parts per billion |
| ppm | parts per million |
| ta | ambient air temperature |
| ta adj | adjusted ambient air temperature |

### Acronyms

| | |
|---|---|
| ACGIH | American Conference of Governmental Industrial Hygienists |
| ACM | Asbestos Containing Materials |
| AIHA | American Industrial Hygiene Association |
| ANSI | American National Standards Institute |
| APR | Air Purifying Respirator |
| ASTM | American Society for Testing and Materials |
| CAA | Clean Air Act |
| CAS Number | Chemical Abstract Service - An assigned number used to identify a material. |
| CAZ | Controlled Access Zone |
| CBC | Complete Blood Count |
| CERCLA | Comprehensive Environmental Response Compensation and Liability Act |
| CFR | Code of Federal Regulations |
| CGI | Combustible Gas Indicator |
| CHEMTREC | Chemical Transport Emergency Center |
| CIH | Certified Industrial Hygienist |
| CNS | Central Nervous System |
| CPC | Chemical Protective Clothing |
| CRC | Contamination Reduction Corridor |
| CRZ | Contamination Reduction Zone |
| DOT | Department of Transportation |

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| | |
|---|---|
| DRI | Direct Reading Instrument |
| ECP | Exposure Control Program – As related to Bloodborne Pathogens. |
| EPA | U. S. Environmental Protection Agency |
| ESLI | End of Service Life Indicator |
| FDA | US Food & Drug Administration |
| FES | Fully Encapsulated Suit (See TECP) |
| FID | Flame Ionization Detector |
| GC | Gas Chromatography |
| GFI | Ground Fault Interrupter |
| HASP | Health and Safety Plan |
| HBV | Hepatitis B Virus |
| HEPA | High Efficiency Particulate Air |
| HCP | Hazard Communication Program |
| HIV | Human Immunodeficiency Virus |
| HMIG | Hazardous Materials Identification Guide |
| HMIS | Hazardous Materials Identification System |
| IDLH | Immediately Dangerous to Life and Health |
| IR | Infrared |
| LC50 | Lethal Concentration 50 |
| LD50 | Lethal Dose 50 |
| LEL | Lower Explosion Limit |
| LFL | Lower Flammable Limit |
| LOTO | Lockout and Tagout |
| MSD | Musculoskeletal Disorder |
| MSDS | Material Safety Data Sheets |
| MSHA | Mine Safety and Health Administration |
| MUC | Maximum Use Concentration |
| NCI | National Cancer Institute |
| NEC | National Electric Code |
| NFPA | National Fire Protection Association |
| NIOSH | National Institute of Occupational Safety and Health |
| NPCA | National Paint and Coating Association |
| NPL | National Priorities List |
| NTP | National Toxicology Program |
| ORM | Other Regulated Material |
| OSHA | Occupational Safety & Health Administration |
| OVA | Organic Vapor Analyzer |
| PCB | Polychlorinated Biphenyl |
| PDS | Personnel Decontamination Station |
| PEL | Permissible Exposure Limit |
| PESH | Public Employee Safety and Health Bureau |
| PF | Protection Factor |
| PID | Photo-Ionization Detector |
| PPE | Personal Protective Equipment |

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| | |
|---|---|
| PRCS | Permit Required Confined Space |
| RCRA | Resource Conservation and Recovery Act |
| REL | Recommended Exposure Limit |
| RV | Residual Volume |
| SAR | Supplied Air Respirator |
| SARA | Superfund Amendment and Reauthorization Act |
| SCBA | Self Contained Breathing Apparatus |
| SOP | Standard Operating Procedure |
| STEL | Short Term Exposure Limit |
| TECP | Totally Encapsulating Suit |
| TLC | Total Lung Capacity |
| TLV-C | Threshold Limit Value - Ceiling |
| TWA | Time Weighted Average |
| UEL | Upper Explosive Limit |
| UFL | Upper Flammable Limit |
| UV | Ultraviolet |

**Definition of Terms**

| | |
|---|---|
| APPROVED | The term APPROVED is used to indicate all tools, equipment and standards as accepted for Town of Irondequoit use. |
| EMPLOYEE | The term EMPLOYEE is used to indicate any person who is on the Town of Irondequoit payroll. |
| SHALL or SHALL NOT | When the terms SHALL or SHALL NOT appear in the definition of a regulation, the regulation is to be obeyed as written and without exception. |
| SHOULD | When the term SHOULD appears in the definition of a regulation, the regulation is to be followed as closely as possible. |

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# Appendix C

## Fire Wardens

The following employees shall verify evacuation of the identified areas:

| Location | Responsibility | Alternate |
|---|---|---|
| Highway | Department Head or Designee | Office Clerk |
| Justice Court | Court Clerk | Court Clerk |
| Library | Director or Designee | Assistant Director |
| Offsite | Site / Program Coordinator | Follow Established Procedures |
| Parks & Recreation Department | Department Head or Designee | Office Clerk |
| Sewer Department | Department Head or Designee | Office Clerk |
| Town Hall | Supervisor Secretary | Communications Director |

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# Appendix D

## Employee Acknowledgment of Purpose and Content of the Safety and Health Manual

I was provided with and have reviewed the Town of Irondequoit Safety and Health Manual and comfortably understand the safety and health information, requirements and procedures presented.

In signing this certificate, I am confident in the use and understanding of the manual and I have appropriate practical knowledge regarding my personal safety and health and the safety and health of my coworkers while working on tasks I am assigned. I also understand that I have the right to review the policies and programs within this manual as well as the OSHA standards and regulations at any and all times.

Employee Signature: _____ Date: _____

Printed Name of Employee: _____

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